

City of Norcross

65 Lawrenceville Street

Norcross, GA 30071



Meeting Agenda

Monday, February 2, 2026

6:30 PM

Council Chambers

Regular Council Meeting

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Marshall Cheek

Livestream Here:

<https://norcrossga.portal.civicclerk.com/>

<https://youtube.com/live/22feca5Qg78?feature=share>

A. Call to Order by Mayor Craig Newton

PLEASE SILENCE ALL CELL PHONES AND ELECTRONIC DEVICES

B. Invocation - Councilmember Cheek**C. Pledge of Allegiance to the Flag of the United States of America****D. Roll Call (recorded)****E. Presentation of Previous Meeting Minutes for Acceptance**

Regular Council Meeting Minutes — January 05, 2026

Policy Work Session Minutes — January 20, 2026

F. Set Agenda as Presented for Scheduled Meeting

Acceptance of the Agenda and Approval of the Consent Agenda.

G. Ceremonial Presentations, Recognitions, and Swearing-in Ceremonies**H. Floor Open to Citizens Desiring to Address the Governing Authority**

a. Comments by Citizens

b. Comments by Council

c. Comments by City Manager

I. Public Hearings

- 1. 2025-324: COA2025-027; Consideration of a Historic Demolition and New Home**
Consideration of the applicant's request for the demolition of a historic contributing structure and construction of a new single-family residence, with conditions as outlined by the Community Development and Planning Department and the Architectural Review Board.

Attachments:

1. Agenda Report - COA2025-027
2. Staff Report
3. Application
4. Engineer Report from Michael Quinn and Associates, P.C.
5. Financial Statement
6. Georgia Historic Resources Survey
7. Historic Demolition Questionnaire
8. COA2025-027_Constitutional Objections (12.1.25)
9. Letter from the Applicant, Susan Tanner, received November 24, 2025
10. PowerPoint presentation from the Applicant, Susan Tanner
11. COA2025-027 DRAFT ORDINANCE

2. 2025-433: RZ2025-006 5330 Old Norcross Road

Consider the rezoning request from its current zoning to M1 (Light Industry) district, with consideration of the conditions recommended by staff and the Planning and Zoning Board.

Attachments:

1. Agenda Report - RZ2025-006
2. Staff Report
3. Application REDACTED
4. Letter of Intent
5. Boundary Survey
6. Applicant Presentation
7. RZ2025-006 - Draft Ordinance

3. 2026-31: TEXT2026-001 Amendment to the Unified Development Ordinance

Review of several proposed changes to the Unified Development Ordinance (UDO).

Attachments:

1. TEXT2026-001 Chapter 100, 200, 400 Changes V3
2. Agenda Report - TEXT2026-001v2
3. UDO Chapter 100, 200, and 400 P&Z recommendation (1)
4. Ordinance Draft - TEXT2026-001 v2

4. 2026-32: FP2025-003, Final plat consideration

Consideration of a request for final plat approval for the property located at 551 Sunset Drive.

Attachments:

1. Agenda Report - FP2025-003
2. FP2025-003 - Draft Resolution
3. FP2025-003 - FINAL PLAT

J. Reports of the Mayor and Councilmembers**A. General Announcements****FEBRUARY CALENDAR OF EVENTS****First Friday Concert: The Rainmen**

Friday, February 6 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

Movie Monday: Ghost

Monday, February 9 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Galentine's Boutique Crawl

Thursday, February 12 | 5:00 - 8:00 p.m. | Downtown Norcross

Valentine's Father-Daughter Dance

Friday, February 13 | 6:30 - 8:30 p.m. | Cultural Arts & Community Center

Coffee With Council

Saturday, February 14 | 8:00 a.m. | 45 South Cafè

Valentine's Night To Remember

Saturday, February 14 | 6:30 - 8:30 p.m. | Downtown Norcross

Policy Work Session

Monday, February 16 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Georgia Arbor Day Celebration

Thursday, February 19 | 10:00 a.m. | Stripling Elementary School

Movie Monday: Sarah's Oil

Monday, February 23 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

K. Board Appointments

There are no appointments and reappointments for the Mayor and Council to consider at this time.

L. Consent Agenda**1. 2026-19: Accept and Appropriate NPAC Donations**

Accept and Appropriate donations totaling \$440.00 to NPAC from Acorn Sales.

Attachments:

1. WSN Acorn Sales Spreadsheet
2. Budget Amendment
3. Agenda Report - Accept & Appropriate NPAC Donations

2. 2026-21: Budget Amendment and Appropriation of Funds for the Purchase of the 9 S Peachtree St. Property.

Consideration of a request to approve and appropriate funding for the City's financing of the DDA's acquisition of 9 South Peachtree Street.

Attachments:

1. Agenda Report - Budget Amend & Appropriation - 9 S Peachtree St
2. Budget Amendment 1.20.26 9 S Peachtree

3. 2026-24: Award of Contract for On-Call Stormwater Relining and Repair

Consider approval of a contract between the City of Norcross and the selected vendor for on-call stormwater relining and repair services.

Attachments:

1. Agenda report - Award of Contract for On-Call Stormwater Relining
2. Evaluation Summary - RFQ PW 26-05 Packet
3. CON Agreement - Southern Premier Contractors, Inc.
4. RFQ PW 26-05 Packet
5. Norcross Stormwater Pipe Status

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- 4. 2026-25: Approve Sale of Property located at 993 East Glochester**
Request for Council approval of the sale of 993 East Glochester Place through closed bids and authorization for the Mayor to sign documents necessary to consummate the sale.
- Attachments:
1. Agenda Report - Sale of lot 993 East Gloshester
 2. Tax Foreclosure Deed
 3. Proposed Bid Notice
- 5. 2026-26: Approval of Hydrology Study and HEC-RAS Modeling for Culvert Extension – Norcross Greenway Project**
Approve the proposal submitted by Clark Patterson Lee (CPL) to provide additional design services for a Hydrology Study and HEC-RAS modeling for the culvert extension under Cemetery Street.
- Attachments:
1. Agenda Report - Hydrology Study and HEC-RAS Modeling
 2. Contract Amendment
 3. Construction Location
 4. Budget Amend Item 26-2026-35 (Hydrology Study)
- 6. 2026-27: Sidewalk Data and Gap Analysis**
Approve recommended sidewalk priorities and initial proposed projects.
- Attachments:
1. Agenda Report - Sidewalk data and gap analysis
 2. Sidewalk Gap Presentation 1-20-2026
- 7. 2026-35: Traffic study and ownership of Holcomb Bridge Road**
Authorize Public Works to complete a \$20,000 traffic study for the Olde Town Park Drive/Holcomb Bridge Road intersection and amend the budget by transferring \$20,000 from Mayor and Council Contingency to the Public Works professional services line. Also authorize the Mayor to begin discussions with Gwinnett County about transferring ownership of Holcomb Bridge Road (Peachtree Blvd to Buford Hwy), including any related maintenance and improvement funding.
- Attachments:
1. Agenda Report - HBR and traffic study

M. Items for Discussion

N. Adjourn in memory of

O. Adjourn to Executive Session for Legal, Personnel, and Real Estate

P. Signed by _____ Mayor Craig Newton

Q. Attest _____ Monique Philip, City Clerk

City of Norcross

65 Lawrenceville Street

Norcross, GA 30071



Meeting Minutes

Monday, January 5, 2026

6:30 PM

Council Chambers

Regular Council Meeting

Mayor Craig Newton
Mayor Pro Tem Bruce Gaynor
Councilmember Andrew Hixson
Councilmember Josh Bare
Councilmember Matt Myers
Councilmember Marshall Cheek

Meeting Recording:

<https://norcrossga.portal.civicclerk.com/event/610/media>

A. Call to Order by Mayor Craig Newton

PLEASE SILENCE ALL CELL PHONES AND ELECTRONIC DEVICES

B. Invocation - Mayor Craig Newton**C. Pledge of Allegiance to the Flag of the United States of America****D. Roll Call (recorded)**

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Marshall Cheek	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Josh Bare	Councilmember	Present	
Matt Myers	Councilmember	Present	
Bruce Gaynor	Councilmember	Present	

E. Presentation of Previous Meeting Minutes for Acceptance

A motion to Approve the meeting minutes of the December 1 Regular Council Meeting and the December 15 Policy Work Session and Executive Session.

Mayor and Council — Regular Council Meeting — December 1, 2025

Mayor and Council — Policy Work Session — December 15, 2025

RESULT: APPROVED [UNANIMOUS]

MOVER: Matt Myers, Councilmember *SECONDER:*

Marshall Cheek, Councilmember

AYES: Cheek, Hixson, Bare, Myers, Gaynor

F. Set Agenda as Presented for Scheduled Meeting

Acceptance of the Agenda and Approval of the Consent Agenda.

A motion to Accept the Agenda and Approve the Consent Agenda, with the following item being moved under discussion:

2025–325: City Council Appeal of ARB Approval of COA2025-037

2025-327: Amendment to Purchasing Provisions within the Norcross Code of Ordinances and Financial Policy

2025–411: City Financing of the DDA Acquisitions of 9 South Peachtree Street

2025–413: Election of Mayor Pro Tempore for 2026

RESULT: APPROVED [UNANIMOUS]

MOVER: Josh Bare, Councilmember *SECONDER:*

Andrew Hixson, Councilmember

AYES: Cheek, Hixson, Bare, Myers, Gaynor

A motion to add an agenda item to Appoint a Hearing Officer for Alcohol Licensing Appeals to the discussion agenda.

RESULT: APPROVED [UNANIMOUS]

MOVER: Andrew Hixson, Councilmember

SECONDER: Bruce Gaynor, Councilmember

AYES: Cheek, Hixson, Bare, Myers, Gaynor

G. Ceremonial Presentations, Recognitions, and Swearing-in Ceremonies

Mayor Newton, Councilmember Matt Myers, and Councilmember Bruce Gaynor were sworn in by Chief Magistrate Judge Kenneth Wickham.

H. Floor Open to Citizens Desiring to Address the Governing Authority

a. Comments by Citizens

Michelle Crofton

Expressed concern that recent apartment development has altered Norcross's small-town character. She no longer sees familiar faces downtown and urges the council to preserve the unique character that distinguishes Norcross from surrounding communities.

Edith Rehm

Raised concerns about the house's size and mass not matching the neighborhood character and about stormwater runoff impacts and requested that hydrology reports be made public. Criticizes the approval process as broken, noting that significant topographic changes are being made before environmental impact assessments.

Ian Lacroix (Attorney)

Stressed that the council should focus on the Architectural and Design Guidelines rather than stormwater concerns at this stage. He noted that the design met ARB standards and that the council previously found it satisfactory, subject to two conditions (35% impervious surfaces and stormwater compliance), which will be met.

Jim Eyre

Thanked the council for approving the downtown parking project, the art grant for the elementary school, the intergovernmental agreement, and the financing of 9 South Beach Street. Expresses appreciation for DDA's work on parking issues and strategic property acquisitions in downtown Norcross.

Joe Beach

Questioned why the comprehensive plan needs to be changed after only one year. Suggests either something is wrong with the plan or the council is listening to the wrong people, and recommends getting a refund if the plan was created by a consulting firm.

Lawrence Ertley

Request that the council investigate dangerous traffic conditions at two intersections before someone is seriously injured or killed: (1) Holcomb Bridge Road and Parktown Drive (Georgetown Park entrance), where left turns are nearly impossible during peak times, and (2) West Peachtree Street and Jimmy Carter Boulevard near BIA Charter School. Urges council to work with the state/county to install roundabouts, traffic lights, or stop signs.

Carrie Tolbert

Stated that changing the comp plan removes protections for homeowners and that Norcross already has too many renters versus owners. Expressed concern about approximately 1,000 apartment units potentially surrounding her neighborhood, overwhelming school capacity, and a lack of necessary infrastructure. Noted this would likely cause school rezoning from the desirable Pinckneyville.

Heather Julian

Questioned how the city could sustain additional traffic on already-congested Holcomb Bridge Road (a two-lane road serving multiple communities). Noted existing rental vacancies and doesn't understand the need for more housing. Called for transparency from leadership and criticized the speed of the proposed changes as outrageous.

Evelyn Smith

Expressed that historic Norcross already has plenty of apartments (Broadstone with 354 units, Brunswick with 193 units, plus 64 townhomes at The Junction with 40% rentals). Emphasized protecting Norcross's historic character. Opposed high-density apartments in or near the historic core due to infrastructure concerns (narrow streets, limited parking, incompatibility with historic structures). Suggests alternatives such as townhomes, cottage-style homes, or condominiums in appropriate locations.

Stephen Knau

Noted that multiple neighbors have raised traffic and congestion issues, and that some council members ran on addressing congestion. Questioned why nothing has been done in six years and asked what projects, besides high-density buildings, are planned to help with congestion. Wants to know when campaign promises will be fulfilled.

Sabrina Cochlin

Oppose changes to the Comp Plan and want community notification about development plans. Likes Norcross as-is and doesn't want it to become like downtown Atlanta. Fears that apartments will bring crime, traffic, and higher property taxes, destroying the safe environment where she can walk at night without worry.

Brandy Hogan

Pointed out an inconsistency in the council enforcing three-minute time limits after voting not to adopt them. Opposed apartments for the same reasons others stated. Noted that traffic has skyrocketed since Broadstone and other apartments were approved, despite her previous opposition. Expressed the difficulty of turning onto Sunset Drive due to congestion from cut-through traffic and apartment residents. Asked the council to explain the rationale for adding more traffic and apartments to citizens who oppose it.

Jeff Allen

Provided detailed data showing nearly 2,000 apartment units built since 2020. Argued that comp plan amendments will shift zoning power from written policy to five individuals. Noted that apartments inevitably become Class C after 20 years. Pointed out council's own summer survey showed 60%+ support for single-family housing, 30% for townhomes/condos, and less than 10% for apartments, yet amendments encourage multi-family housing.

Tiffany Means

Acknowledged growth is inevitable in the Atlanta metro area, but it needs to be managed wisely. Traffic is already a major issue, and criticized the comp plan for not clearly addressing infrastructure needs. Supports walkable downtown growth, improved road safety, and infrastructure upgrades before adding more development.

Mary Hagenstadt

Moved from Johns Creek 5.5 years ago for a small-town feel, walkability, and beauty. She stated that her daughter's family moved from Decatur to Lake Drive two years ago for the same reasons - it is 'truly a place to imagine.' Opposes apartments as it would compromise Norcross's character.

Michael Gross

Stated that Norcross is her heart and these are her neighbors. Opposes any more apartments, arguing the only reason to approve them would be for revenue, which is 'terribly selfish.' Asks council to keep Norcross the way it's always been.

b. 2025-363: Comments by Council**c. 2025-364: Comments by City Manager****I. Public Hearings****1. 2025-360: Amendment to the 2045 Comprehensive Plan**

A motion to submit the drafted Comprehensive Plan to the Atlanta Regional Commission (ARC) and the Department of Community Affairs (DCA) for review and authorize the Mayor to sign the transmittal letter.

RESULT: APPROVED [4-1]

MOVER: Matt Myers, Councilmember

SECONDER: Marshall Cheek, Councilmember

AYES: Cheek, Hixson, Myers, Gaynor

NAY: Josh Bare, Councilmember

A motion for a moratorium on multifamily housing until the pending UDO updates are approved by the Mayor and Council.

RESULT: APPROVED [4-1]

MOVER: Matt Myers, Councilmember

SECONDER: Bruce Gaynor, Councilmember

AYES: Bare, Hixson, Myers, Gaynor

NAY: Marshall Cheek, Councilmember

2. 2025-428: Condemnation for Temporary Construction Easement and Right of Way at 484 Mitchel Road (PIN: R6242-114) (Norcross Greenway Parcel 4).

A motion to Approve the exercise of eminent domain as it pertains to Greenway Project Parcel 4 in the amount of \$4,200.00 and authorize the City Attorney to initiate condemnation proceedings.

RESULT: APPROVED [UNANIMOUS]

MOVER: Andrew Hixson, Councilmember

SECONDER: Bruce Gaynor, Councilmember

AYES: Cheek, Hixson, Bare, Myers, Gaynor

3. 2025-429: Condemnation for Temporary Construction Easement and Right of Way at 405 Pinnacle Court (PIN: R6213 068) (Norcross Greenway Parcel 62).

A motion to Approve the exercise of eminent domain as it pertains to Greenway Project Parcel 62 in the amount of \$51,900.00 and authorize the City Attorney to initiate condemnation proceedings.

RESULT: APPROVED [UNANIMOUS]

MOVER: Bruce Gaynor, Councilmember

SECONDER: Andrew Hixson, Councilmember

AYES: Cheek, Hixson, Bare, Myers, Gaynor

4. 2025-429: Condemnation for Temporary Construction Easement and Right of Way at 405 Pinnacle Court (PIN: R6213 068) (Norcross Greenway Parcel 62).

A motion to Approve the exercise of eminent domain as it pertains to Greenway Project Parcel 62 in the amount of \$51,900.00 and authorize the City Attorney to initiate condemnation proceedings.

RESULT: APPROVED [UNANIMOUS]

MOVER: Bruce Gaynor, Councilmember

SECONDER: Andrew Hixson, Councilmember

AYES: Cheek, Hixson, Bare, Myers, Gaynor

5. 2025-359: Abandonment of City Right of Way on Lawrenceville Street

A motion to authorize the City's abandonment of the alleyway located adjacent to 372 Lawrenceville Street, Norcross, Georgia, 30071 (Parcel ID R6242 006) pursuant to O.C.G.A. § 32-7-1 et seq.

RESULT: APPROVED [UNANIMOUS]

MOVER: Matt Myers, Councilmember

SECONDER: Andrew Hixson, Councilmember

AYES: Cheek, Hixson, Bare, Myers, Gaynor

J. Reports of the Mayor and Councilmembers

a. General Announcements

JANUARY CALENDAR OF EVENTS

Movie Monday: October Sky

Monday, January 12 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Martin Luther King Dr. Day Observance

Monday, January 19 | Sanitation & Recycling g Will Not Be Affected

Coffee With Council

Saturday, January 17 | 8:00 a.m. | 45 South Cafè

Policy Work Session

Tuesday, January 20 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Movie Monday: Dead Poets Society

Monday, January 26 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

K. Board Appointments

There are no appointments or reappointments to consider at this time.

K. Consent Agenda

A motion to approve the consent agenda.

RESULT: ADOPTED ON THE CONSENT AGENDA [UNANIMOUS]

MOVER: Josh Bare, Councilmember

SECONDER: Andrew Hixson, Councilmember

AYES: Cheek, Hixson, Bare, Myers, Gaynor

1. 2025-361: Expanded Downtown Parking Planning and Design

A motion to approve the updated planning and design progress for the Expanded Downtown Parking Project to complete 60% design.

3. 2025-357: Budget Amendment for Norcross Elementary Paint Love Mural Sponsorship

A motion to approve a budget amendment reallocating \$2,000 for the Norcross Elementary School Paint Love mural project, with funding to come from the Mayor and Council Contingency Fund.

4. 2025-410: Award of Contract for Lillian Webb Park Railing

A motion to approve the award of a contract for the Lillian Webb Park railing between the City of Norcross and CGS LLC, in the amount of 103,840, funded by SPLOST-Recreation.

7. 2025-412: Intergovernmental Agreement with the Downtown Development Authority regarding 80 and 94 Wingo Street.

A motion to approve an Intergovernmental Agreement with the Downtown Development Authority concerning the allocation of net proceeds and subdivision of properties located at 80 and 94 Wingo Street.

L. Items for Discussion**2. 2025-325: City Council Appeal of ARB Approval of COA2025-037**

A motion to approve with conditions the Certificate of Appropriateness for 60 Barton Street (the "Property"):

1. City Arborist shall approve final landscape plan;
2. City Engineer shall approve final driveway, which shall be limited to one driveway access off Buchanan Street per Code Section 401.41(d), Driveway Design Standards; unless otherwise approved by the City Engineer during plan review and permitting.
3. Any future conversions of unconditioned space into conditioned space will require a permit;
4. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval;

5. Any changes from the Architectural Review Board-approved component shall require ARB approval at another public hearing; and
6. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.
7. Developer will not exceed the maximum impervious coverage for the applicable zoning district.
8. Developer will provide a stormwater plan and show conformance with the Georgia Stormwater Management Manual.

RESULT: APPROVED [4-1]

MOVER: Bruce Gaynor, Councilmember

SECONDER: Marshall Cheek, Councilmember

AYES: Cheek, Bare, Myers, Gaynor

NAYS: Andrew Hixson, Councilmember

6. 2025-327: Amendment to Purchasing Provisions within the Norcross Code of Ordinances and Financial Policy

A motion to approve amendments to the City of Norcross Financial Management Policies, with the inclusion of the local preference amendments added tonight.

RESULT: APPROVED [UNANIMOUS]

MOVER: Matt Myers, Councilmember

SECONDER: Marshall Cheek, Councilmember

AYES: Cheek, Hixson, Bare, Myers, Gaynor

A motion to approve an amendment to the Norcross Code of Ordinances, Article II. Budgeting and Finance, Sections 16-75 and 16-76, with the following 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 are enumerated to accomplish that intention.

RESULT: APPROVED [UNANIMOUS]

MOVER: Matt Myers, Councilmember

SECONDER: Bruce Gaynor, Councilmember

AYES: Cheek, Hixson, Bare, Myers, Gaynor

7. 2025-411: City Financing of the DDA Acquisitions of 9 South Peachtree Street

A motion to approve City financing of the Downtown Development Authority's acquisition of 9 South Peachtree, up to one million, four hundred thousand dollars (\$1,400,000.00), and to authorize the Mayor's execution of an intergovernmental contract and loan documents to finalize the transaction as presented, funded by **Fund Balance**.

RESULT: APPROVED [UNANIMOUS]

MOVER: Matt Myers, Councilmember

SECONDER: Andrew Hixson, Councilmember

AYES: Cheek, Hixson, Bare, Myers, Gaynor

8. 2025-413: Election of Mayor Pro Tempore for 2026

A motion to Approve the appointment of Bruce Gaynor as Mayor Pro Tem for 2026.

RESULT: APPROVED [UNANIMOUS]

MOVER: Andrew Hixson, Councilmember

SECONDER: Matt Myers, Councilmember

AYES: Cheek, Hixson, Bare, Myers, Gaynor

1. 2026-41: Appointment of Hearing Officer for Alcohol Licensing Appeals

A motion to appoint Judge Kenneth Wickham as the hearing officer for appeals pursuant to Chapter 4 of the Norcross Code of Ordinances, with Associate Judges serving in a supporting role.

RESULT: APPROVED [UNANIMOUS]

MOVER: Matt Myers, Councilmember

SECONDER: Marshall Cheek, Councilmember

AYES: Cheek, Hixson, Bare, Myers, Gaynor

M. Adjourn in memory of**N. Adjourn to Executive Session for Legal, Personnel, and Real Estate**

Councilmember Myers motioned to adjourn the meeting at 9:57, seconded by Councilmember Cheek. The vote was unanimous, 5-0.

O. Signed by _____ Mayor Craig Newton

P. Attest _____ Monique Philip, City Clerk



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **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: January 5, 2026 – Regular Meeting Session

Item No.: 2026-41

Title: Appointment of Hearing Officer for Alcohol Licensing Appeals

CC: Eric Johnson, City Manager

Recommendation: Appoint a hearing officer for appeals under Chapter 4 of the Norcross Code of Ordinances as provided in the attached resolution.

Background: The City recently received multiple appeals of alcohol-license application denials. Appeals are governed by Code of Ordinances § 4-102 which provides an appellant with the opportunity to present evidence as to why its application should have been granted before a hearing officer. The Mayor and City Council have the authority to appoint hearing officers; however, no officer has been previously appointed to hear these appeals.

The Council may appoint whomever it deems most appropriate. Alcohol licensing is an administrative function of the City and the hearing officer should be familiar with the process. The attached resolution is drafted for all appeals filed in the next six months, which would allow Council the opportunity to review this regulatory scheme and consider amendments or more permanent appointments.

Financial Impact: None.

Consistent with Comprehensive Plan?

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

Attachments:

1. Resolution Appointing Hearing Officer

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
NORCROSS, GEORGIA TO APPOINT A HEARING OFFICER TO ADMINISTER
APPEAL HEARINGS UNDER SECTION 4-102**

The Mayor and City Council of the City of Norcross, Georgia, have considered and hereby adopt the following as a Resolution of said Council:

WHEREAS, Chapter 4 of the City of Norcross Code of Ordinances governs, among other matters, the regulation of alcohol sales through the licensing of establishments serving alcohol; and

WHEREAS, the licensing schemes for alcohol sales as provided therein delegates the approval of licenses to the City's Finance Department (formally, the General Government Administration Department) and provides for an appeal process for adverse actions wherein the appellant has the right to present evidence and cross examine witnesses; and

WHEREAS, appeals of license denials, suspensions, and revocations are governed by Section 4-102 of the Code of Ordinances which provides that hearings on such appeals shall be heard by a hearing officer appointed by the Mayor and City Council; and

WHEREAS, the Mayor and City Council has not previously appointed a hearing officer and one or more appeals of Chapter 4 license denials have been filed;

WHEREAS the appointment of a hearing officer is necessary to provide appellants with process as provided in Section 4;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORCROSS, GEORGIA, that _____ (the "Appointee") shall be appointed as the hearing officer for all appeals of license denials, suspensions, or revocations under Chapter 4 of the Norcross Code of Ordinances;

BE IT FURTHER RESOLVED that the Appointee shall remain the appointed hearing officer for any subsequently filed appeal under Section 4-102 until July 1, 2026 or until subsequently resolved by the Mayor and City Council.

IN WITNESS HEREOF, I have hereunto set my hand and caused this seal to be affixed,

This the ____ day of January 2026.

Hon. Craig Newton, Mayor

Attest: Monique Philip, City Clerk

City of Norcross

65 Lawrenceville Street

Norcross, GA 30071



Meeting Minutes

Tuesday, January 20, 2026

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton
Mayor ProTem Bruce Gaynor
Councilmember Andrew Hixson
Councilmember Josh Bare
Councilmember Matt Myers
Councilmember Marshall Cheek

Meeting Recording Here:

<https://norcrossga.portal.civicclerk.com/event/181/media>

A. Roll Call (recorded)**B. Citizen Input**

Kay Nation spoke regarding the demolition permit for 146 North Barton Street (adjacent property). Raised concerns about the proposed new structure size. Questioned the appropriateness of a three-car garage in the historic district and expressed confusion about the demolition approval process.

Tixie Fowler spoke in support of Agenda Item No. 3 (text amendments), apologized for earlier misinformation, and praised Planning & Zoning and staff for their clear explanations. Expressed support for the recommendations and encouraged Council approval to build community confidence in future developments.

Jim Eyre provided comments on multiple agenda items. Recommended Option 3 for downtown parking with cost-based maintenance fees; thanked Council for supporting the DDA's acquisition of 9 South Peachtree; and raised concerns about the Lake Avenue sidewalk location, recommending the north side as the more practical option.

Mary Dowdy spoke in support of Option 3 for parking. Stated that Option 3 is the best option and expressed relief that the council was backing off from Option 1, which she considered very onerous for current historic building owners as well as future development.

Joe Beach raised a rhetorical question about property owner obligations in historic districts. Expressed concern about a perceived trend of allowing historic buildings to become run down and then demolishing them to build new structures. Warned that continuing this trend could result in losing the historic character of Norcross.

C. Board Updates

*Downtown Development Authority Update — Jim Eyre, Chair

D. General Updates

*Gateway85 CID Update by Robert Michener, Executive Director

*Piedmont Pathway Study and Concept Report by Heath & Linebeck , Carlos Perez, & Len Housley

*Green Communities Recertification by Crystal Jackson from Atlanta Regional Commission

E. Council- General Discussions**F. City Manager's Report****G. Board Appointments**

There are currently no appointments or reappointments for the Mayor and Council to consider.

H. Items for Discussion

1. 2025-324: COA2025-027; Consideration of a Historic Demolition and New Home

RESULT

This matter was referred to the February 2, 2026, Regular Council Meeting.

2. 2025-433: RZ2025-006 5330 Old Norcross Road

RESULT

This matter was referred to the February 2, 2026, Regular Council Meeting.

3. 2026-31: TEXT2026-001 Amendment to the Unified Development Ordinance

RESULT

This matter was referred to the February 2, 2026, Regular Council Meeting.

4. 2026-32: FP2025-003, Final plat consideration

RESULT

This matter was referred to the February 2, 2026, Regular Council Meeting.

5. 2026-22: Downtown Parking Policy

RESULT

This matter was referred to the February 16, 2026, Policy Work Session.

6. 2026-19: Accept and Appropriate NPAC Donations

RESULT

This matter was referred to the February 2, 2026, Regular Council Meeting.

7. 2026-21: Budget Amendment and Appropriation of Funds for the Purchase of the 9 S Peachtree St. Property.

RESULT

This matter was referred to the February 2, 2026, Regular Council Meeting.

8. 2026-24: Award of Contract for On-Call Stormwater Relining and Repair

RESULT

This matter was referred to the February 2, 2026, Regular Council Meeting.

9. 2026-25: Approve Sale of Property located at 993 East Glochester

RESULT

This matter was referred to the February 2, 2026, Regular Council Meeting.

10. 2026-26: Approval of Hydrology Study and HEC-RAS Modeling for Culvert Extension – Norcross Greenway Project

RESULT

This matter was referred to the February 2, 2026, Regular Council Meeting.

11. 2026-27: Sidewalk Data and Gap Analysis*RESULT**This matter was referred to the February 2, 2026, Regular Council Meeting.***12. 2026-35: Traffic study and ownership of Holcomb Bridge Road***RESULT**This matter was referred to the February 2, 2026, Regular Council Meeting.***I. Adjourn to Executive Session for Legal, Personnel, and Real Estate**

Councilmember Bare motioned to adjourn the meeting at 10:51 pm, seconded by Councilmember Myers. The vote was unanimous 4-0.

**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

AGENDA REPORT

To: Mayor and Council

From: Helen Balch, Community Development & Planning Director

Meeting Date: February 2, 2026– Regular Council Meeting (RCM)

Item No.: 2025-324

Title: COA2025-027; Consideration of a Historic Demolition and New Home

CC: Eric Johnson, City Manager

Recommendation

Approve the demolition of the dwelling and the proposed new home design as approved by the Architectural Review Board with the following conditions:

1. Brick facade type and color to be submitted for administrative approval;
2. On both left and right elevation the top gable will contain an architectural pediment matching the front elevation architectural pediments;
3. Second story middle window on the left elevation to align with the other second story windows and be 1 over 1 instead of single pane.
4. Trim on second story windows to have consistent dimensions (1x4 or 1x6);
5. The applicant shall recycle the bricks and windows at a minimum and provide documentation of where or who recycled them through presentation of receipt.
6. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval.
7. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing.
8. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

Background

The applicant proposes to demolish a historic home built in 1920 with the intent of rebuilding a two (2) story, approximately 3,800 square foot, five (5) bedroom, two (2) garage residence on a 0.30-acre lot. The proposed architecture will consist of brick, hardiplank shingle siding and horizontal hardiplank

siding on the primary façade, with brick and horizontal hardie plank siding on the side and rear elevations. According to the application, Sea Sand (6885-1) and Balsam Blue (7041-1) are two of the proposed colors for the new residence. The accessory architectural components' colors will be Sea Sand and White. The proposed doors and windows on the first floor will feature brick soldier course headers, with windows on the second floor featuring a trim border. Proposed windows feature diamond grills. The home will feature a six (6) foot deep front porch with 8-inch box columns.

ARCHITECTURAL REVIEW BOARD RECOMMENDATIONS

At their October 21, 2025 Hearing, The Architectural Review Board considered the existing building to be a **contributing structure** but could not be feasibly rehabilitated and therefore meets the criteria for demolition. The ARB recommended approval of the historic demolition subject to the following conditions:

1. Brick facade type and color to be submitted for administrative approval;
2. On both left and right elevation the top gable will contain an architectural pediment matching the front elevation architectural pediments;
3. Second story middle window on the left elevation to align with the other second story windows and be 1 over 1 instead of single pane.
4. Trim on second story windows to have consistent dimensions (1x4 or 1x6);
5. Door with pathway to be added on the left side of the rear elevation;
6. The applicant shall recycle the bricks and windows at a minimum and provide documentation of where or who recycled them through presentation of receipt;
7. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval;
8. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing; and
9. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

Financial Impact

N/A

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

Continues to define Norcross' sense of place

Attachments

1. Staff Report
2. Application
3. Engineer Report from Michael Quinn and Associates, P.C.
4. Financial Statement
5. Georgia Historic Resources Survey
6. Historic Demolition Questionnaire
7. Letter from the Applicant, Susan Tanner, received November 24, 2025
8. COA2025-027_Constitutional Objections (12.1.2025)
9. PowerPoint presentation from the Applicant, Susan Tanner, received in January 2026.
10. COA2025-027_Draft Ordinance

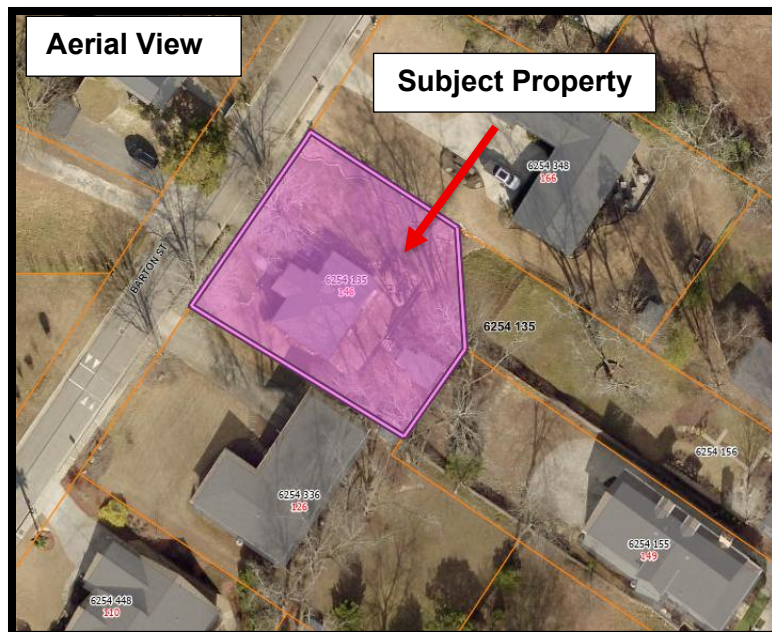
Update

Planning Staff met with the applicants on January 5, 2026, to discuss the latest proposed ideas ahead of the January 20 Policy Work Session. The co-applicant, Mark Bugajski, presented those ideas, which include integrating the existing porch into the new home's design and having the existing home be an accessory dwelling unit on the property.



Certificate of Appropriateness

Case Number	COA2025-027
Hearing Date(s)	ARB: 10/21, PWS: 11/17, Regular: 12/1
Petitioner	Susan Tanner
Property Location	146 North Barton Street
Current Zoning	R100 (Single Family Residential)
Proposed Request	Historic Demolition and Building a New Home
Proposed Structure	New Single-Family Residential Residence
Character Area	Character Area 4: North Peachtree Street
Site Acreage	0.30 Acres (13,266 square feet)
District	6
Land Lot	254
Parcel #	6254 135
Taxes Paid	N/A
Historic District	National
Year Built	1920



ARCHITECTURAL REVIEW BOARD RECOMMENDATIONS

- At their October 21, 2025 Hearing, The Architectural Review Board considered the existing building to be a ***contributing structure*** but could not be feasibly rehabilitated and therefore meets the criteria for demolition. The ARB recommended approval of the historic demolition subject to the following conditions:
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 8. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing; and
 9. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

Evaluation of a Historic Demolition

The Norcross Architectural and Site Design guidelines provide the criteria by which historic demolition permits are evaluated. The process is as follows:

- a. Determine if the subject building is considered a contributing or non-contributing building to the National Historic District:
 1. If it is determined that the subject building is *non-contributing* then:
 - a. The demolition of a non-contributing structure within the district is allowed under the following conditions:
 - a. Plans for the redevelopment of the site have been through the Design Review process and have been approved by the ARB.
 - b. It is documented to the satisfaction of the ARB that finances are in place to construct the approved redevelopment plans.
 - b. If it is determined that the subject building is *contributing* then:
 1. The demolition of a contributing structure within the district is allowed under the following conditions:
 - a. It is documented to the satisfaction of the ARB that the building cannot feasibly be rehabilitated for use, which should be written by a licensed architect, engineer, or city inspector.
 - b. Plans for the redevelopment of the site have been through the Design Review process and have been approved by the ARB.
 - c. It is documented to the satisfaction of the ARB that finances are in place to construct the approved redevelopment plans.

Architectural and Site Design Standards

1. First, the ARB will need to determine if the existing building is a contributing or non-contributing structure. The design standards define contributing structure as a building that,

“Contributes to the architectural or historic significance of a historic district. A “contributing building” in a historic district is one that may be of limited individual significance but nevertheless functions as an important component of the district.”

2. Second, the ARB will need to determine the feasibility of rehabilitating the dwelling for use. As stated in the attached letter, the structure is not a good candidate for relocation and there will be major improvements for rehabilitating the dwelling.
3. Third, the ARB will need to review the financial statement confirming finances are sufficient for the developer to construct the proposed product.

Existing Conditions (Front)



Existing Conditions (Rear)



Existing Conditions (Left)



Additional Left Side View



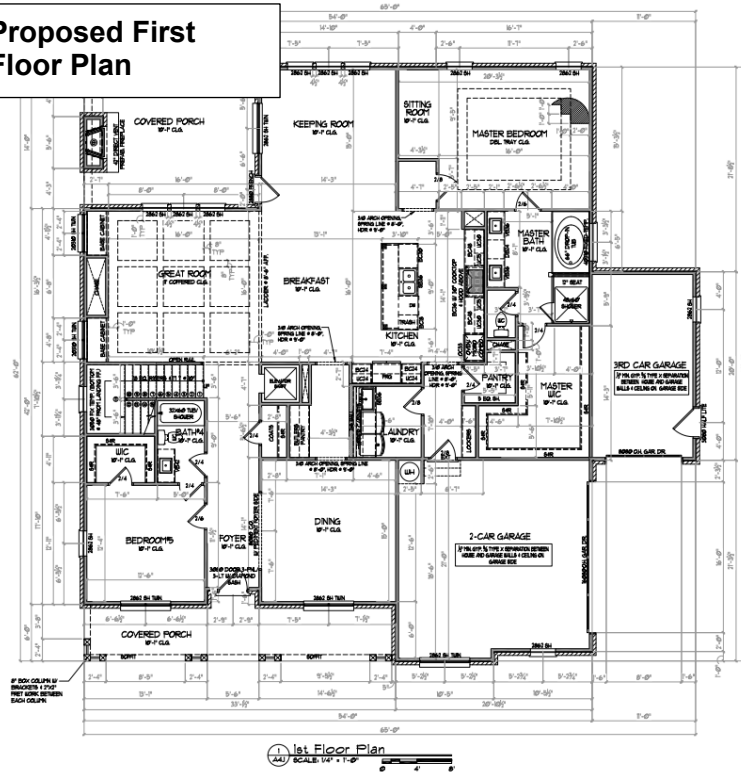
Existing Conditions (Right)



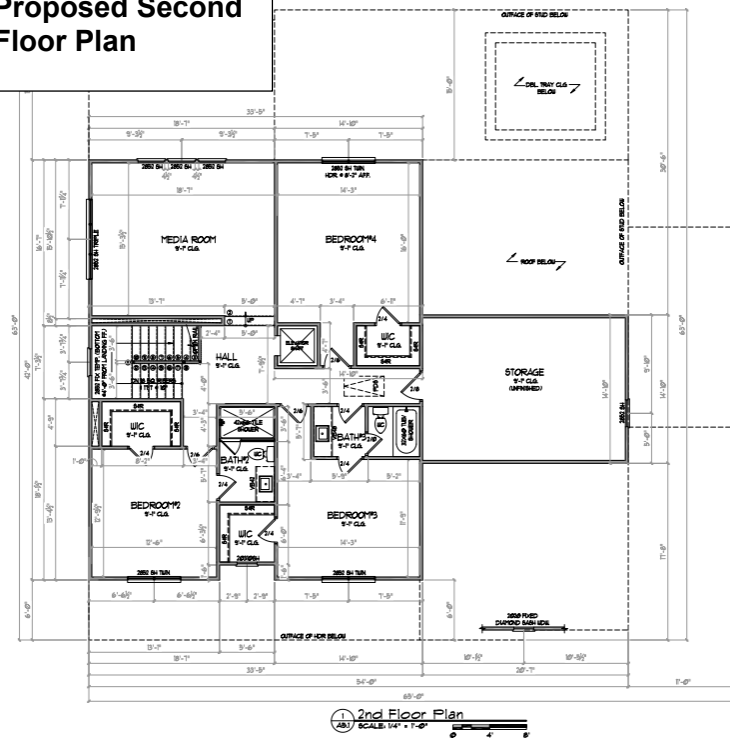
Existing Conditions (Rear)



Proposed First Floor Plan



Proposed Second Floor Plan





Description of Proposed Front Elevation:

The proposed front elevation consists of brick on the first floor. The front façade includes a right-side front-loading garage with glass above the doors along with a brick soldier course header. The front elevation includes gable roofs with vents, and a dormer window on the attic level.

First Floor Components

First floor windows feature brick soldier course headers along with diamond grills. Below the first-floor windows is a brick sill.

Second Floor Components

The second level features hardiplank shingle siding, horizontal lap siding, and diamond grill windows with a trim border.

The Front Porch Components

The front covered porch includes a fascia, gable roof and is supported by 8-inch columns.



Description of Proposed Left Elevation:

First Floor

The proposed left elevation features brick on the first floor. The first-floor windows feature a brick soldier course header and brick sill below.

Second Floor

The second-floor features horizontal siding on the second floor and a gable roof.

The Rear porch

The rear porch can be seen here, which includes a door along with a 10-inch column and roof.

Proposed Right Elevation



Description of Proposed Right Elevation:

The proposed right elevation features brick on the first floor and horizontal siding on the second floor and a double gable roof. Historic homes did not have integral garages, but due to the small size of the lot, an integral garage is supported versus a detached garage or carport.

First Floor Components

The first-floor windows feature a brick soldier course header and a brick sill below. Garage doors topped with glass and a brick soldier course header are presented here which appears to be for two (2) cars.

Second Floor Components

The second-floor elevation features a single hung window.

Proposed Rear Elevation



Description of Proposed Rear Elevation:

First Floor

The rear elevation features brick on the first floor along with a fenestration of single hung windows and 10 "boxed columns for the rear covered porch.

Second floor

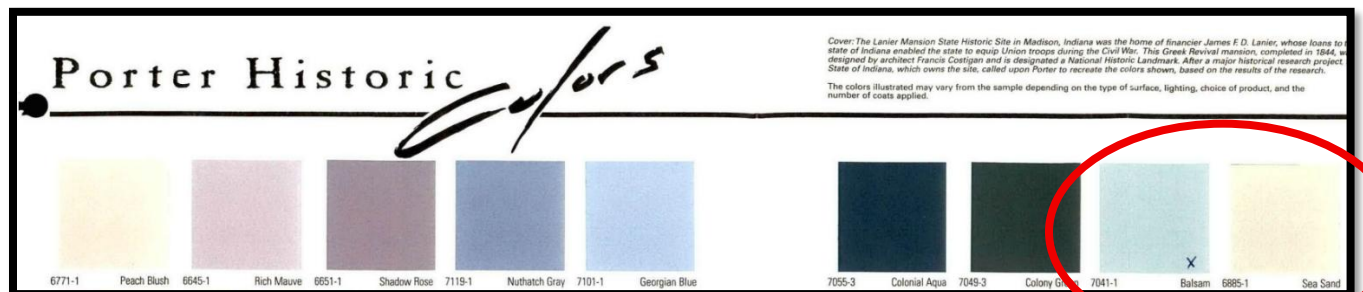
The second-floor features gable roofs made of horizontal siding and windows.

Proposed Brick Type: Southern Pearl



ELEVATION COLOR AND MATERIAL PLACEMENT ADDENDUM (Façade and sides)		
Component	Color (Include manufacturer's ID)	Material
Primary Façade: First	Sea sand 6885-1	Brick
Primary Façade:	Light blue Balsam 7041-1	Hardiplank siding
Primary Façade: Third		
Left Side:	Sea sand 6885-1	Brick
Left Side: Second	Light blue Balsam 7041-1	Hardiplank siding
Left Side: Third		
Left Side:		
Right Side:	Sea sand 6885-1	Brick
Right Side: Second	Light blue Balsam 7041-1	Hardiplank siding
Right Side:		
Right Side:		
Rear: First	Sea sand 6885-1	Brick
Rear: Second	Light blue Balsam 7041-1	Hardiplank siding
Rear: Third		
Rear: Basemnt		

COLOR AND MATERIAL PLACEMENT ADDENDUM (Exterior Components)		
Component	Color (Include manufacturer's ID)	Material
Masonry		
Garage Doors	Sea Sand	
Trim	White	
Mortar	Sea Sand	
Gutters	White	
Corner Board	White	
Railings	White	
Windows	White	
Window Sills	White	
Window Muntin/Mulli		
Columns	White	
Other Architectural Features		
Other Architectural		



Summary of the applicant's proposal

The applicant proposes to demolish a historic home built in 1920 with the intent of rebuilding a two (2) story, approximately 3,800 square foot, five (5) bedroom, two (2) garage residence on a 0.30-acre lot. The proposed architecture will consist of brick, hardiplank shingle siding and horizontal hardiplank siding on the primary façade, with brick and horizontal hardie plank siding on the side and rear elevations. According to the application, Sea Sand (6885-1) and Balsam Blue (7041-1) are two of the proposed colors for the new residence. The accessory architectural components' colors will be Sea Sand and White. The proposed doors and windows on the first floor will feature brick soldier course headers, with windows on the second floor featuring a trim border. Proposed windows feature diamond grills. The home will feature a six (6) foot deep front porch with 8-inch box columns. The proposed brick type is Southern Pearl.

Proposed Site Plan

The applicant's site plan shows the footprint of the proposed two (2) story, approximately 3,800 square foot home. Through the exemption plat process, the applicant did a land swap with the adjoining parcel at 161 North Peachtree Street, acquiring approximately 2,376 square feet of land to add to 146 North Barton Street, which increased the size of the lot from 10,890 square feet to 13,266 square feet. The additional square footage added to the subject property reduced the impervious coverage footprint of the proposed home, and also created a deeper rear yard.

Approved Variances

At their September hearing, the Zoning Board of Appeals granted two (2) variances to reduce the front setback from code required 50 feet to 28.7 feet, and to increase the impervious coverage allowed from the maximum of 35 percent to 35.78 percent for the new home situated on a R100 lot. With written notarized consent from the adjoining property owners, the applicant received an administrative variance (AV2025-011) to reduce the rear setback from code required 40 feet to a proposed 30 feet, due to the size of the property which is 2,000 square feet under the minimum required 15,000 square feet for R100 properties. The subject parcel is considered to be legal non-conforming due to its small size.

Inspections

On June 3, 2025, the City's Building Official inspected the building and noted that several alterations had been made to the original structure and salvaging of materials would be at the discretion of the homeowner. The Engineer's report drafted by Michael Quinn and Associates, P.C., assessed the feasibility of renovating the existing building which is attached to this analysis. Per the report, "considering the extensive reconstruction foundations and framing necessary, as well as regrading and site work, it will be more cost effective to raze the existing structure."

Background

The subject parcel and building are located within the National Historic District. Available records from the Gwinnett County Tax Assessor indicate that the dwelling was constructed in 1920. As it pertains to the Georgia Historic Resources survey conducted for the site in 2007, the existing home is not on the National Register. The submitted application is a request for complete demolition and construction of a new home.

Current zoning district for the property

The R100 single-family residence zoning district is intended primarily for single family residences and related uses on large sized lots in the city.



Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027

65 Lawrenceville Street Norcross, GA 30071

JOB LOCATION			
Job Site Address:	146 N Barton St	Lot #	254
		Tax Parcel ID:	R6254-135
LANDOWNER OF RECORD			
If applicant is not the owner, as listed on the property deed, a letter from the owner authorizing the proposed work must be included along with the owner's phone number and address.			
Name:	Susan Tanner	Phone:	[REDACTED]
Address:	161 N Peachtree St	City:	Norcross
		State:	Ga
		Zip Code:	30071
APPLICANT			
Applicant Name:	Susan Tanner	Phone:	[REDACTED]
Company Name:		Email:	[REDACTED]
Address:	161 N Peachtree St	City:	Norcross
		State:	
		Zip Code:	
DESCRIPTION OF PROJECT			
Project Type ☒ Residential ☐ Commercial ☐ Industrial ☐ Other project			
Briefly, yet accurately, describe all new construction, alterations, repairs or other changes to the exterior appearance or site for the property under consideration. Use additional pages as needed: New construction of two-story, single family house approx 3800 sq ft with a detached three car garage			
STATEMENT			
Has this property been before the Mayor and Council, Downtown Development Authority, Architectural Review Board, Board of Appeals or Board of Planning and Zoning within the last 24 months? ☐ Yes ☒ No If yes, please list the board and reference number: _____			
OWNER'S SIGNATURE			
Signature:	Susan Tanner	Date:	9/10/2025
NOTE: Please submit electronic copies online of site plan, landscape plan, floor plans, paint palettes, as well as photos for all proposed building materials, light fixtures, windows, and doors, along with this application form by creating an account with https://eplansolution.com/norcrossga Hard copies of application materials will not be accepted.			



Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

Foundation Type: (Circle One)		
☒ Slab	☐ Crawl Space	☐ Basement
Building Dimensions:		
Width: 65 ft	Length: 63 ft	Height:* 39 ft
Area Dimensions:		
First Floor: 2476 sq ft	Second Floor: 1317 sq ft	Third Floor:
Basement**:	Front Porch: 201 sq ft	Rear Porch: 260 sq ft
Patio:	Garage: 650 sq ft	
Primary Roof System: (Circle One)		
☒ Gable	☐ Hip	☐ Gambel
☐ Mansard	☐ Jerkinhead	☐ Flat
☐ Saltbox	☐ Shed	☐ Other:
Roof Pitches:		
Primary Roof Pitch:	8:12	
Secondary Roof Pitch:	6:12	
Additional Roof Pitch:	4:12	
Floor and Elevation Plan information to be included on each		
Street Address and Lot Number	Scale with scale bar	Scaled measurement for each floor level and building elevation
Site Plan and Landscape Plan information to be included on each		
Scale with scale bar and North Arrow	Building and driveway foot print	HVAC and utility equipment
Location and type of plantings	List of planting materials	
*Height of building means the vertical distance measured from grade to the highest finished roof surface in the case of flat roofs or to a point at the average height of the highest roof having a pitch.		
**Dwellings with a basement and a third story must submit a grade plan elevation to determine if the residential building has a fourth floor.		



Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

ELEVATION COLOR AND MATERIAL PLACEMENT ADDENDUM (Façade and sides)		
Component	Color (Include manufacturer's ID)	Material
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Rear: Basemnt		

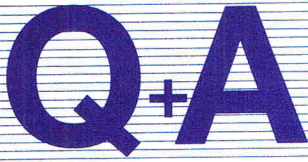


Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027

65 Lawrenceville Street Norcross, GA 30071

COLOR AND MATERIAL PLACEMENT ADDENDUM (Exterior Components)		
Component	Color (Include manufacturer's ID)	Material
Masonry		
Garage Doors	Sea Sand	
Trim	White	
Mortar	Sea Sand	
Gutters	White	
Corner Board	White	
Railings	White	
Windows	White	
Window Sills	White	
Window Muntin/Mulli		
Columns	White	
Other Architectural Features		
Other Architectural		



michael quinn and associates, p.c.

6767 peachtree industrial blvd. • suite p
norcross, georgia 30092
770-452-0744

January 28, 2025

Dr. Susan Tanner
Mr. Mark Bugajski
146 N. Barton Street
Norcross, Georgia 30071

RE: 146 N. Barton Street
MQ + A Project No. 25018

Dear Susan and Mark:

On January 17, 2025, the undersigned visited the referenced project to evaluate the suitability of the existing structure for a proposed renovation. Our observations were visual only and limited to the exposed portions of the structure; we did not remove finish materials or perform soil or material tests. This report presents our opinions and does not constitute a warranty or guarantee of the condition of the structure. We can only make assumptions about covered or partially exposed existing construction (including foundations and soil bearing capacity). We are not liable for our assumptions regarding covered or partially exposed construction, or any modifications or repairs made as a result of these assumptions.

The existing structure is a wood-framed one-story home with wood siding on a rubble and masonry crawl space foundation. We understand it was built in 1920. Our findings and recommendations follow:

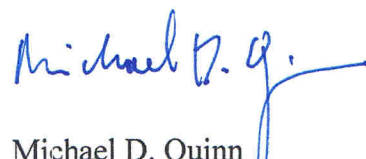
1. The lot slopes from rear-to-front. The house is in the path of and interrupts the overland flow of surface water. The grade adjacent to the house does not slope away from the foundation.
2. The crawl space does not have adequate clearance between the soil and the wood floor system. The short foundation walls do not permit through-wall vents and proper ventilation and air flow in the crawl space. Mold and wood rot will result from these conditions.
3. There does not appear to be a foundation drain around the perimeter of the house, which will aggravate the problems described above.
4. An addition previously made to the entire back of the house does not have foundations. This portion of the house has settled differentially from the original house.
5. The rubble foundation for the chimney on the left side of the house has settled more than the adjacent concrete masonry foundation, as evident by the non-horizontal joints in the siding.
6. The carport structure appears to have been built on a driveway slab, without proper foundations.
7. The grade around the perimeter of the house is too high, and the wood siding does not have adequate clearance from the soil.

consulting engineers

8. Our experience with similar structures is that once renovation begins, inadequately sized wood members and construction details that do not satisfy current load-carrying requirements will be uncovered, necessitating replacement of the majority of the framing.
9. The poor drainage and proximity to soil increase the likelihood that rotted wood, termites, and mold will be discovered during the entire structure during the renovation, necessitating replacement of affected members.
10. We understand the electrical wiring does not have a ground wire, necessitating modernization of the electrical system.
11. In the carport, the naked electrical wiring is stapled unprotected to the walls.
12. The existing foundation consists of concrete masonry walls, stone rubble masonry perimeter walls, and isolated interior piers. The foundations for these elements are questionable. The mortar holding the walls and piers together is deteriorated and easily crumbles. The foundations should be replaced.
13. The brick-veneered masonry chimney on the left side of the house is distressed and the integrity of the flue is questionable.
14. The front porch is too close to the ground; the floor framing could not be observed. The front stoop and stairs have settled. The wood floor is rotten and uneven, creating a tripping hazard. We suspect it is rotted and/or termite damaged and must be replaced.
15. Re-grading of the yard, possibly including new retaining walls, area drains, and dry wells, may be required to maintain a crawl space under the porch and house.
16. Our experience with similar projects has been that additional issues will be discovered once the repair and reconstruction process begins. Contingencies should be made in the schedule and budget for this likelihood.

Considering the extensive reconstruction of the foundations and framing necessary, as well as the regrading and site work, it will be more cost effective to raze the existing structure. Please do not hesitate to call if you have any questions or if we can be of further assistance.

Sincerely,
MICHAEL QUINN AND ASSOCIATES, P.C.


Michael D. Quinn





MONARCH CAPITAL ADVISORS

To Whom It May Concern:

Our client Susan Tanner has sufficient funds available, for immediate use, in planned construction of the proposed home at 146 N. Barton Street, Norcross, GA 30071, once demolition of the existing structure has taken place.

Please contact me with any additional inquiries.

Sincerely,

Thomas Lance

Financial Advisor

Monarch Capital Advisors

Atlanta, GA

770-847-9362

Georgia Historic Resources
Historic Preservation Division,
Georgia Department of Natural Resources.

Resource ID	206781		
County	Gwinnett		
Item 1. Resource Name			
Item 3. Resource Address/Location	146 North Barton Street Norcross 30071		
Item 4. Owner's Name and Address			
Item 5. Classification	Building		
Item 7. Current Use	Domestic/residential-Single dwelling		
Item 7. Original Use	Domestic/residential-Single dwelling		
Item 8. Date of Construction (or estimate)	c1920		
Item 9. Major Changes	Altered:	Description	Date
	Additions:	Description	Date
	Moved:	Description	Date
	Destroyed:	Description:	Date:
Item 10. Architect/engineer/designer	Unknown		
Item 11. Contractor/builder/craftsman	Unknown		
Item 12. Style	Craftsman		
Item 13. Building Type	House types-Pyramid cottage		
Item 14. Original Floor Plan	Three or more rooms [Two rooms]		
Item 15. Plan Shape	Square		
Item 16. Number Of Stories	One		
Item 17. Facade Symmetry	Asymmetric		
Item 17. Front Door(s)	One door		
Item 18. Roof Type	Hip		
Item 18. Roof Material	Composition shingle/asphalt shingle		
Item 19. Chimney placement and			

Material	Gable-end, exterior [Brick]	
Item 20. Type Of Construction	Balloon frame/platform frame	
Item 21. Exterior material(s)	Wood-Weatherboard/clapboard/beveled siding	
Item 22. Foundation material(s)	Stone	
Item 23. Porches	Portico [Front] [1 story] [Partial] [Wood] [Gable]	
Item 24. Windows	Double-hung sash [Flat-headed] [1/1] [Rectangular] Fixed [Flat-headed] [Rectangular]	
Item 25. Additional physical description	fixed single light window; exposed rafters; wooden plank roof over porch with shingles; front porch screened	
Item 26. Pictures	Resource 57-b.jpg (96k) Resource 57-a.jpg (90k) Resource 57-c.jpg (92k)	
Item 27. Description of outbuildings (if any)	Implement shed	
Item 29. Description of Landscape Features	Yard setting-Casual/unplanned	
Item 30. Count	Number of Buildings:	1
	Number of Structures:	0
	Number of Outbuildings:	1
	Number of Sites:	0
	Number of Landscape features:	0
Item 31. Description of the environment	Town-Residential [Mixed old and new]	
Item 32. Archeological Potential		
Item 33. History		
Item 34. Historical theme(s)	Architecture	
Item 34. Distinctive aspects of GA's history		
Item 35. Significance	Architecture-Architectural type-Common Architecture-Architectural design [Good example/illustration] Architecture-Craftsmanship [Good example/illustration]	
Item 36. Sources of Information		
Item 37. Prepared By	Susanne Perry Terracon 2855 Premiere Parkway Suite C Duluth GA 30097	

Item 38. Date Of Survey	<u>Survey Resurvey</u>		
	2007		
Item 39. Government preservation activity			
Item 40. National Register Eligibility	Appears to meet Nat. Reg. criteria		
Item 41. USGS quadrangle name	Norcross		
Item 41. UTM Reference and XY Coordinates	<u>Zone</u>	<u>Easting</u>	<u>Northing</u>
	16	757461	3759359
	<u>X Coordinate</u>	<u>Y Coordinate</u>	
	-84.214325246725	33.94499124117	
Item 42. Tax map number	6254 135		
Item 43. Recognition and Date	<u>Recognition Date</u>		
Item 43. State Agency			
Item 43. Condition	<u>Condition</u>	<u>Due To</u>	<u>Threatened By</u>
	<u>Good</u>	<u>Structure</u>	

- **TIP:** To print this report select Print from the browser 'File' menu.
- These results are based on survey data in the database at the time of the search. Not all areas of the state have been surveyed, and not all surveyed areas have been surveyed to current standards. Unsurveyed resources meeting the parameters of your search/query may exist in surveyed and unsurveyed areas.
- This is a product of Georgia's Natural, Archaeological, and Historic Resources GIS developed by The Carl Vinson Institute of Government, ITOS Division at The University of Georgia. The University of Georgia expressly disclaims responsibility for damages or liability that may arise from the use of this report.



Photo 1: 206781



Photo 2: 206781



Photo 3: 206781

Norcross Survey - Terracon Project No. 49075602

Date Photos Taken: March 2007



Historic Demolition Questionnaire

Community Development Department
678-421-2027 | 65 Lawrenceville Street Norcross, GA 30071

If the property is located within the National or Local Historic District, please complete this application form in addition to the Demolition Permit Application.

ARCHITECTURAL INFORMATION

1. Would you like to request an inspection by the City of Norcross Building Official to confirm if this building, structure, or part thereof is deemed an immediate threat to public health or safety, per section 307-6 (f) (8)? ☐ Yes ☒ No
2. Provide a brief description of the materials, configuration, and use of the existing structure. If additional space is required, use a separate sheet of paper and label it attachment "A":
Small (aprox 800 sq ft) 1920s built cottage with attached single carport. See attachment A
3. Provide a brief explanation of why the historic demolition is requested. If additional space is required, use a separate sheet of paper and label it attachment "B":
The existing structure cannot be expanded into full size, two storey house. See attachment B
4. Provide a brief description of the proposed reuse, reconstruction, or replacement of the existing building. If additional space is required, use a separate sheet of paper and label it attachment "C" (This can be supplemented by the Architectural Review Board or Historic Preservation Commission application):
The existing building will be replaced with the structure built in compliance with historical themes

ABUTTING PROPERTY INFORMATION

Provide the names and addresses of all property owners abutting the property on which the historic demolition is requested. If additional space is required, use a separate sheet of paper and label it attachment "E":

1.	Name:	Address:
	Phone:	Email:
2.	Name:	Address:
	Phone:	Email:
3.	Name:	Address:
	Phone:	Email:
4.	Name:	Address:
	Phone:	Email:

APPLICANT SIGNATURE (please read and initial)

Application is hereby made according to the laws and ordinances of the City of Norcross for a permit to demolish a building, structure or part thereof located within the National Historic District as described herein or shown on accompanying plan and specification, to be located as shown on accompanying plat plan and if same is granted, agree to conform to all laws and ordinances regulating same. Demolition will be started no later than six months from date of permit issue. Personally appeared the above named applicant, who under oath says that he/she is the applicant for the foregoing, and that all the above statements are true to the best of his/her knowledge.

Applicant Name (Print): Susan Tanner	Signature: Susan Tanner	Date: 5/19/2025
---	----------------------------	--------------------

Historic Demolition Questionnaire

Attachment A

- Barton 146 cottage is a one level property with an extension to the back and a carport on its left side. It features approx 840 sq ft and consist of **entry room with a fireplace, two small bedrooms, kitchen that is partially expanded to the back (via the added-on extension) and a bathroom in the same extension part of the structure. Entry to the bathroom is from the kitchen. In the front, there is a small porch with the staircase.**



- The cottage has three windows (two in one bedroom and one in the second bedroom), three doors (one front the entrance porch, second from the carport, both doors lead to the front entry room) and one door from the kitchen to the backyard. There is one half size window from the kitchen to the backyard. Right side view is shown below:



- The cottage occupies approx. 1/3rd of the lot and is tucked to its right side. A car port is on its left side, closer to the centre of the lot. Left side view is shown below:



- There is small crawl space with inadequate clearance between the soil and unprotected floor wood joist/floor.
- The cottage siding is made of painted wood and due to the slope of the grade of the lot its back touches the soil in the back as shown on the photo below



Historic Demolition Questionnaire

Attachment B

- 146 N Barton St property layout is not suitable for new extensions to the left side due to the location of the carport and the fireplace, both blocking the left side of the structure. The right side of the cottage is too close to the next door neighbour's driveway.
-
- The later-added extension of the cottage rests on the existing foundations on one side and on 4x4 posts from the ground in the back of it. This extension has already settled differently from the original cottage as seen in the photo below.



- The rain water from the uphill houses and lots from N Peachtree St. flows under the cottage extension as seen on the photo below. The foundation of the extension will have to be rebuilt to better manage the water flow
-



- Current floor joists are spaced 20" and are supported by adjustable metal jacks in the crawl space. These joists will have to be reinstalled closer to each other to meet current building code (16" max. spacing). The metal jacks will have to be relocated. Most likely, the floors will need to be removed and re-installed on properly built joist
- Short foundation walls do not permit thru-wall vents and allow for proper ventilation of the crawl space.
- The current cottage siding is made of wood and due to the slope of the grade in the back, it touches the soil. All walls and floors will have to be inspected for rot, mould, termites, insects and, replaced or properly remedied. It will require opening the walls and floors
- The extension of the kitchen and the bathroom does not rest on foundations on one side of it and it already begun sinking into the ground.
 - Kitchen will have to be moved from the current unsafe location and rebuilt
 - Bathroom will have to be moved from the current unsafe location in the extension
 - Water heater will have to be relocated from the extension
- The fireplace chimney will have to be replaced as it poses a danger of falling. Chimney of the fireplace has crumbling mortar in the brick veneer, and it tilts away from the house. The rubble foundation for the chimney has settled more than the adjacent concrete masonry foundation. The integrity of the fireplace flue is also questionable.



- Front porch will need to be rebuilt to address slope and framing issues highlighted in the report.
- The carport structure was built on a driveway slab without proper foundations. It will need to be replaced with a proper garage.
- Old electrical wiring inside the cottage walls does not have a ground wire. Wiring inside the carport is stapled to the wall without protection.
 - Electrical wiring will have to be inspected and replaced where needed, by opening the walls and ceilings&floors.
 - Electrical distribution/breaker panel will have to be relocated from the bedroom.
- All water and drainage plumbing pipes will have to be rerouted to the new kitchen and bathroom locations.
 - Gas pipes will have to be rerouted to the new kitchen location, to HVAC furnaces and to the water heater

- HVAC system and ducts have to be removed and rebuilt for a two-story dual system
- The front porch is close to the ground with the stairs and front stoop settled down. The floor is uneven and rotted
- As per Consulting Engineers' report (Exhibit D) commenting on the potential renovation of the existing cottage:
 - *"Once the potential renovation begins, inadequately sized wood members and construction details that do not satisfy load-carrying requirements will be uncovered, necessitating replacement of the majority of the framing"*
 - *"Our experience with similar projects has been that additional issues will be discovered once the repair and reconstruction process begins"*
 - *Considering the extensive reconstruction of the foundation and framing, as well as the regrading and site work, it will be more cost effective to raze the existing structure*

In summary:

- We bought the 146 N Barton cottage with the intent of expanding it into a more spacious home to "age in place" while maintaining the integrity and appreciation of Historic Norcross. After discussing our options with the builders working in Norcross (Stan Howington and Ethan Frazier) and especially after inspection done by the Consulting Engineers (who also worked in the area), we do not see the path to an attractive, safe and livable home without demolition of the current structure

JUSTIFICATION FOR
DEMOLITION AND DECONSTRUCTION PERMIT APPLICATION

The portions of The 2009 Ordinance of the City of Norcross (the “ Ordinance”) which restrict or may restrict the demolition/deconstruction and reconstruction of structures on the property which is the subject of this Application (the “Property”) other than as requested by the Applicant, are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Ordinance restricting the demolition of historical structures to the subject Property without the requested Demolition and Deconstruction Permit (“Permit”), is unconstitutional, illegal, null and void, constituting a taking of the Applicant's and the Owner's property in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing

legitimate state interests.

The Property presently has a greatly deteriorated structure that cannot be prudently renovated or otherwise made habitable, and as such lacks an economically viable use without granting the requested Permit to demolish and reconstruct a habitable structure on the Property. A denial of this Application would constitute an arbitrary and capricious act by the Norcross City Council without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the Norcross City Council to approve the requested Permit with such conditions as agreed to by the Applicant, so as to permit the only feasible economic use of the Property, would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any approval of the Permit, subject to conditions which are different from the conditions by which the Applicant may amend its application, to the extent such different conditions would have the effect of further restricting the Applicant's and the Owner's utilization of the subject Property, would also constitute an arbitrary, capricious and discriminatory act by the Norcross City Council and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

Opponents to the request set forth in the Application, or in any amendments to the Application, have waived their rights to appeal any decision of the Norcross City Council because they lack standing, have failed to exhaust administrative remedies, and/or because they failed to assert any legal or constitutional objections.

Accordingly, the Applicant respectfully requests that the Demolition and Deconstruction Permit submitted by the Applicant relative to the Property be granted.

Respectfully submitted,

MAHAFFEY PICKENS TUCKER, LLP

Shane Lanham

Shane M. Lanham

Attorneys for Applicant

1550 North Brown Road
Suite 125
Lawrenceville, Georgia 30043
(770) 232-0000

Dear Mayor and Councilmen:

In preparation for the meeting on December 1, 2025, regarding the possible demolition of 146 N Barton Street, I wanted to share details and rationale as to why my request is being made. Please email or call me if you would like to meet, or if there are any questions at all regarding this situation.

I am not sure if it was clear at the meeting, but the home construction proposed would be for me to live in, along with my partner, Marek Bugajski. Between us we have four children and two grandchildren, so far. While I currently own and live at 161 N Peachtree Street, I would be moving to 146 N Barton Street to “age in place”. The house on 161 N Peachtree would remain in my family as I do not intend to sell it.

146 N Barton is currently not inhabited. I rented it out for a short period of time shortly after I purchased the property, but this was to help someone who desperately needed a place to go for a short period of time.

When the property on Barton went on the market, I quickly purchased it “as is”, as it had originally been part of a large plat that contained my current home on N Peachtree. I love my historic home but the narrow lot limitations for turning around to exit onto N Peachtree, as well as the quirks that go with an historic structure may not be the best place to live as I get older. I hired a structural engineer to evaluate the Barton street property to see if expansion of the existing dwelling would be a possibility. You have a copy of his report, in which he found multiple issues with the foundation (or lack thereof). Both he and the City Engineer of Norcross, who also inspected the structure, along with members of planning and zoning for city of Norcross, determined that there was very little original structure left, and that numerous additions and changes having been done through the years had rendered an unstable

situation. Remediating the existing foundation and residual walls was opined, by them, to not be feasible from both safety and financial endeavors. Uncontrolled water flow under this cottage has been what has caused fill-in and near collapse of the crawl space and sinking of back addition, driveway and chimney.

In proceeding forward working with City of Norcross Planning and Zoning as well as the Architectural Board Review, we came up with a house plan that we felt could fit our needs for ourselves and families as well as blend with the mixed types of homes on Barton Street. At the last meeting, unfortunately, the picture that you were provided of the proposed home was a simple line drawing which demonstrated none of the detail or actual look of the finished house. I am providing that herewith. Additionally, I filed and received an exemption plat from Gwinnett County (and subsequently City of Norcross) to give 25 feet of depth to the Barton Street lot from my N Peachtree lot. I felt that this would help in meeting the impervious space requirements as well as to give more flexibility in properly grading the lot, which has never been done. Please note, the proposed construction would have a slab foundation, no basement or crawl space.

Reuse of walls and other components of the existing house is not possible. The ongoing issues with water intrusion and subsequent mold infestation have rendered those materials unsafe to use. I collected agar plates to show the mold growth both in the crawl space and in the house itself and have provided photos of those, along with photos of the deteriorating crawl space.

I respectfully ask that you consider my request for demolition and new home construction.

Thank you for your time and attention,

Susan Tanner

Susantannermd@gmail.com

404-452-6319

161 N Peachtree Street, Norcross, GA 30071

146 N Barton St Demolition Request Agenda

- **Current property description**
- **Identified issues and hazards**
- **Rationale for demolition**
- **Proposed replacement house and ADU**

Cottage on 146 N Barton - Summary



- The original 25' by 28' rectangular structure was erected in 1920s as a part of 161 N Peachtree St. estate
- Front porch was rebuilt at later time
- Carport and back extension added in 1940-1990 timeframe
- Back extension created a small (860 sq ft) cottage located on the extreme right side of the lot, 7 feet away from the property boundary
- 3.5 small windows, 3 doors
- Property is not on the historical homes register
- Inspected for presence of historical components by planning/zoning city team

As per Pre-deconstruction Inspection Report:
“none of the materials are original, most interior is not original, so it is OK if the home is demolished”

Is this a Historical Cottage? 1920s vs. now

Back then the front porch had:

- Less columns
- Thicker columns
- No railings
- Different steps
- Different color

There was no back addition, as backyard can be seen through back door

Looks different today than in 1920s



Cottage on 146 N Barton – Uncovered Issues



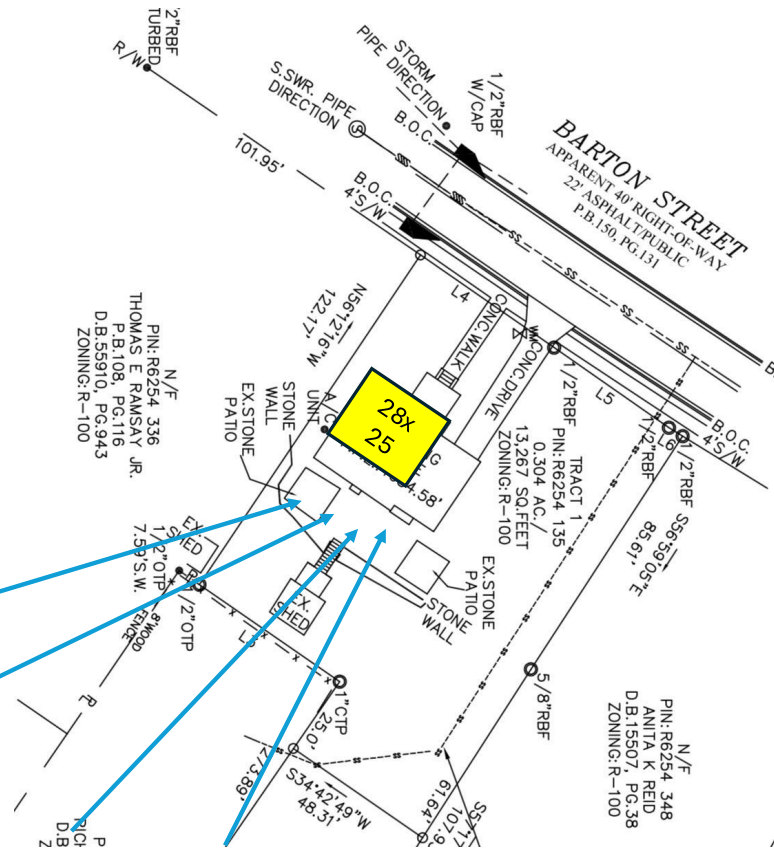
- Inspected for presence of mold – unacceptable levels of airborne spores found
- Safety and fire hazards found (see next pages)
- No documentation/plans of the original structure or permits for subsequent modifications
- Does not, and will not comply with current building codes, according to city inspector without complete demo and rebuild

As per Professional Engineer's report:

“the structure location, foundations, back additions, chimney, floor plan, and carport are not suitable for further expansion and addition of the second floor..”

Cottage on 146 N Barton – Location

- 7 feet away from lot line
- 2 bedrooms overlooking neighbor's driveway
- Located on the bottom of steep hill and in front of a stone wall that does not stop or redirect rainwater
- Rainwater flows towards the structure from four N. Peachtree lots



- Original structure (28' by 25')
- Back addition of 10' by 28'
- Later added carport and a driveway in the center of the lot
- Heated part occupies less than 1/8th of the entire lot

1/28/2026

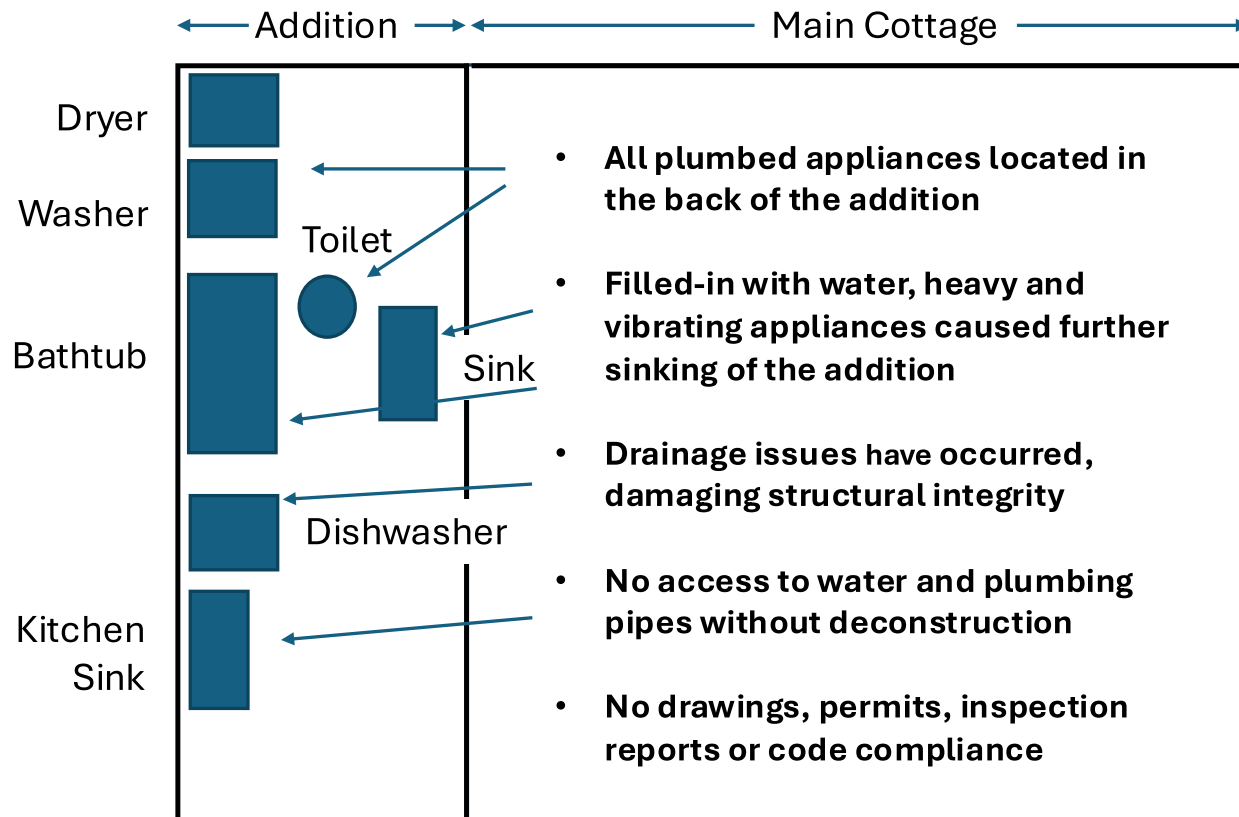
5

Cottage Additions



- **10' by 18' addition in the back was built at later time and contains:**
 - Half of the kitchen floor, including farmhouse sink, range and dishwasher
 - Sole bathroom with entry from the kitchen with a big bathtub
 - Laundry room with entry from the bedroom
- **Side carport with a water heater located in the back**
- **Back addition is sinking under the carried weight**
- **Back wall of the addition touches the ground and rainwater flowing under it**

Inside the Back Addition – **Weight Issues**



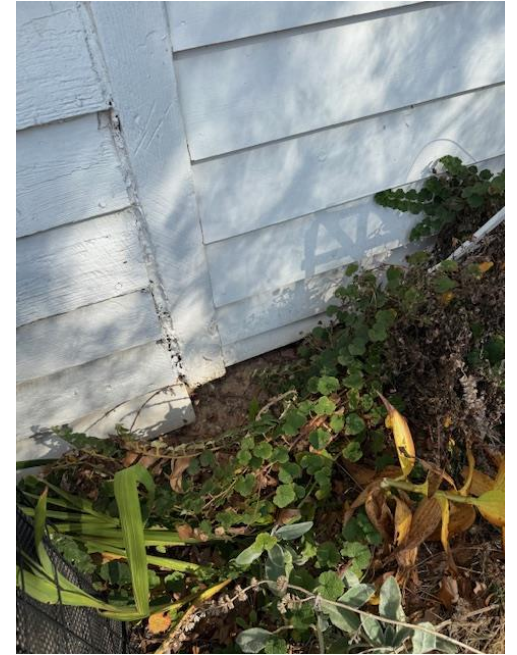
1/28/2026

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Side of the Cottage – Shows the Collapsing Back Addition



- Rotting cedar siding throughout
- Back addition is collapsing as indicated by different slopes of siding
- **Structural Hazard**



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Wall of the Back Addition



Rotting Wood Siding and Corners

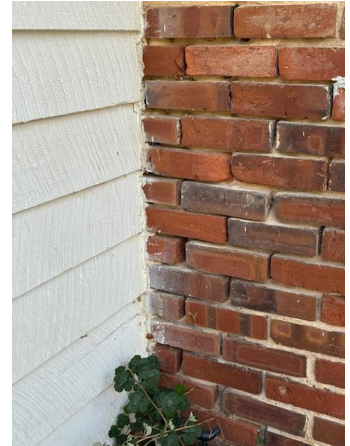


Wall Touches the Ground. No drainage

**Rainwater flows under the structure
causing collapse and mold growth**

Car Port Floor and Chimney

- Extremely sloping concrete slab – cracked and breaking apart – **Tripping Hazard**
- Fireplace chimney with crumbling brick veneer leans towards the cottage - integrity of the flue is questionable - **Collapse Hazard**
- No documentation/plans. Permits not taken. No inspections or code compliance

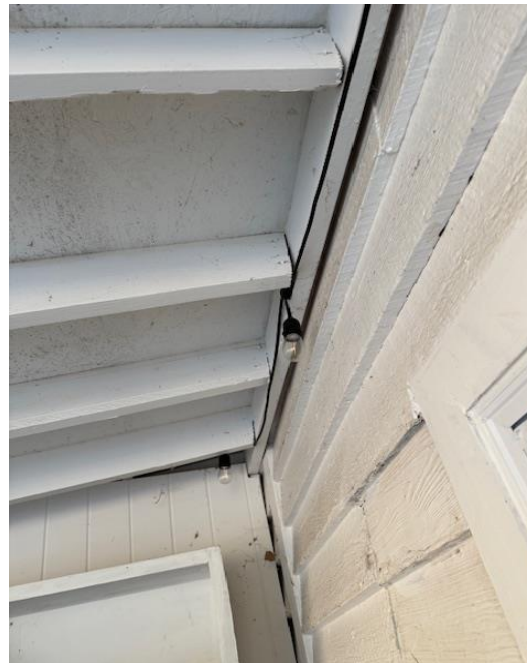


Car Port Wall and its Roof – **Structural Failure Hazard**

- Roof is separating from the cottage structure
- Outside wall is leaning away and may collapse with strong winds



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- No footings
- Wall posts not anchored
- No documentation/plans
- No permits. No inspections. No code compliance

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Cottage Front Porch

- Built too close to the ground
- Heavily slopes down towards the front – **Tripping and fall hazards**
- Rotting and uneven wood - **Structural failure hazard**



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Cottage Crawl Space – **Structural Hazard**



- Floor joists are spaced 30" apart (16" is a code)
- Collapsing joists are propped-up with 8x8 wood blocks hoisted by metal screw jacks
- Metal screw jacks are not anchored on top or the bottom
- No wall support for the wooden props
- Entire floor is floating and will eventually fail

Metal Jacks Swaying Away – Structural Hazard



- Metal jacks are already dislodging
- Entire floor is and internal walls above are floating - **Major structural hazard**
- Building code non-compliance. Not permitted. No inspections reports

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Floor Support – **Structural Hazard**



- Where wooden props were installed, the floor joists are propped up with stones, bricks and rocks
- These supports may crumble under heavy weight causing floor and internal walls collapse
- Side foundation wall is cracked and crumbling
- No inspection reports
- No code compliance

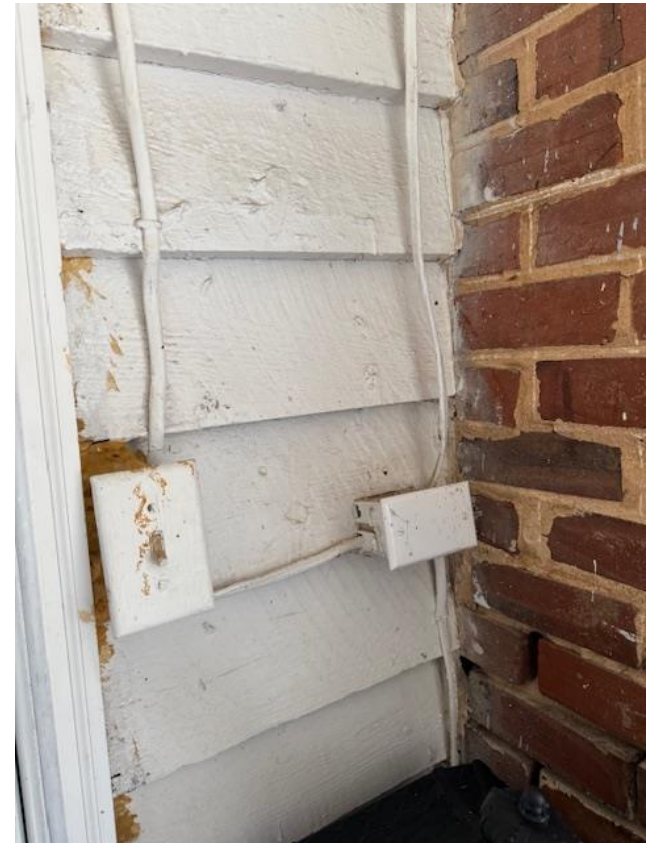
Electrical Wiring Inside Cottage – Safety and Fire Hazards

- One or two outlet per room creates power loading hazards
- Outlets are fed by two cloth bound, old electrical wires with no ground connection
- No electrical code compliance



Electrical Wiring Outside Cottage – **Safety and Fire Hazards**

- **Electrical wires are unprotected and stapled to the siding**
- **Electrical boxes are floating**
- **No electrical code compliance**



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Electrical Panel - Safety and Fire Hazard

- Located in the bedroom
- Cloth shrouded wiring
- Skipped return and ground connections
- **Safety and fire hazards**

“this would never pass my inspection” – city inspector



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Mold Inside Cottage and Crawl Space – Major Health Hazard



**Inside
Cottage**



Crawl Space

- Aspergillus and Penicillium Mold on Agar Petrie Dishes (more than six colonies per dish considered dangerous) growing after exposed to air
- To eliminate mold the entire crawl space must be free of water and have vapor barrier and dehumidifier installed

Mold Inside Cottage and Crawl Space – Major Health Hazard



Inside Cottage



Crawl Space

- Mold produces mycotoxins, chemicals capable to pass through floor joists and flooring boards
- Mycotoxins are odorless and undetectable unless testing is done
- All wooden components, flooring, walls and roof will have to be inspected for mold growth
- Infested items will have to be replaced – **the reuse of organic materials that had mold is not to be done**

Remedies of Problems

- Rainwater flows under the cottage - **re-grading needed to manage rainwater flow and steer it away from the house**
- House is placed too close to the ground and risks inside flooding - **must be moved higher after lot re-grading**
- Back addition is sinking causing more water intrusion and drainage hazards – **appliances must be relocated and pipes replaced**
- Mold infested crawl spaces and inside – **crawl space needs to be eliminated (filled in) and infested wood must be discarded after lot re-grading**
- Screw metal jacks and wood blocks that are propping up the floors are not anchored or attached to floor joists – **must be removed**
- Walls foundations in the back addition and on both sides violate building **code – must be replaced**
- Electrical wiring violates building codes – **proper wiring must be installed**
- Carport roof is separating from the main structure – **needs to be replaced**
- Carport floor is very uneven and cracking – **must be replaced**
- Cedar wood siding is crumbling and rotting - **must be replaced**
- Chimney is crumbling and leaning towards the structure – **must be removed**
- **Front porch is rotting and falling apart - must be replaced**

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Why Request Demolition?

- *We love the location, but our living needs require safety and a second floor for our families who visit quite often*
- *The entire lot requires regrading to manage rainwater runoff. Impossible to do with the structure in place*
- *The existing structure has many safety and health hazards*
- *The existing structure can not be brought to comply with current building codes without complete reconstruction*
- *The back addition is sinking and cannot support a second floor*
- *The existing roof will not allow for a second floor*
- *Carport is falling away from the main structure*

Proposed Replacement House

- On slab, no crawl space, no basement
- Similar in style and size to newer homes on Barton St, and to recently built houses in all of Norcross, including historic district
- Unanimously approved by city's Planning and Zoning depts and ARB of Norcross
 - No opposition to demolition once structural assessment of the cottage was reviewed
 - City and County approved lot expansion to improve the permeable rate
- Agreed to by immediate neighbors



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Proposed Replacement House

- Beige brick on main floor and herringbone siding on the second floor
- Victorian in style:
 - **Front porch copied from the existing cottage, extended forward with its own gable roof**
 - Wide integrated front porch with columns
 - Decorative accents under the gables
 - Decorative window glass grills
- 2 bedrooms, 2 1/2 bathrooms on main floor
- 2 bedrooms and two baths on 2nd floor
- 2369 sq ft main floor
- 1222 sq ft second floor for 3600 sq ft total
- Elevator to the second floor
- Wheelchair accessible



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Newer Homes Nearby



88 N Barton St
3 levels
4/3.5 beds/baths 3790 sq ft

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61 N Barton St
4 levels
5/4 beds/baths 3950 sq ft

25

Newer Homes Nearby



110 N Barton 3 levels
4/2.5 beds/baths 2420 sq ft



150 Buchanan 3+ levels
4/4.5beds/baths 4210 sq ft 26

1/28/2026

Other Newly Built Homes Nearby

203 Sunset 4/4 3020 sq ft
155 Buchanan 4/4.5 5520 sq ft
297 N Peachtree 3/3.5 3790 sq ft
2848 Olie Av 4/3 3257 sq ft
2858 Olie Av 4/3 2533 sq ft



All newly permitted houses in Norcross have:
Built-in garages, two+ floors and are more than 3k sqft in size

Our Request:

- **We want to build a safe, state-of the art and beautiful house that:**
 - **Fits Victorian looks of Norcross**
 - **Is comparable in size with newer homes**
 - **Features modern house technology**
 - **Was approved by city's ABR**
 - **Brings more taxes to city and to the county**
 - **Increases valuation of nearby homes**
 - **Beautifies Barton St**



1/28/2026

Thanks!

Susan and Marek

**AN ORDINANCE OF THE CITY OF NORCROSS APPROVING A CERTIFICATE OF
APPROPRIATENESS WITH CONDITIONS FOR THE PROPERTY COMMONLY
KNOWN AS 146 NORTH BARTON STREET (PIN R6254 135).**

ENACTING CLAUSE. The Mayor and City Council of the City of Norcross, Georgia, hereby ordain that a Certificate of Appropriateness is approved for the property described herein, subject to the conditions set forth below. It is the intention of the Mayor and City Council that the following provisions shall govern the approval of the Certificate of Appropriateness.

I. APPROVAL OF CERTIFICATE OF APPROPRIATENESS

The property commonly known as 146 North Barton Street (PIN R6254 0135) came before the Norcross City Council on February 2, 2026, for a public hearing considering the historic home demolition and new home design of the Subject Property. The public hearing was conducted and, duly advertised public hearing and having reviewed the record, hereby approve the Certificate of Appropriateness for the Subject Property, subject to the following conditions:

1. Brick facade type and color to be submitted for administrative approval;
2. On both left and right elevation the top gable will contain an architectural pediment matching the front elevation architectural pediments;
3. Second story middle window on the left elevation to align with the other second story windows and be 1 over 1 instead of single pane.
4. Trim on second story windows to have consistent dimensions (1x4 or 1x6);
5. Door with pathway to be added on the left side of the rear elevation;
6. The applicant shall recycle the bricks and windows at a minimum and provide documentation of where or who recycled them through presentation of receipt;
7. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval;
8. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing; and
9. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

II. REPEALER

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

III. EFFECTIVE DATE

This ordinance shall become effective immediately and shall remain in effect until revised or repealed by further action 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 _____, 2025.

Craig Newton, Mayor

ATTEST:

Monique Philip, City Clerk

DRAFT



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: Helen Balch
Director, Community Development & Planning

Meeting Date: February 2, 2026 – Regular Council Meeting (RCM)

Item No.: 2025-433

Title: RZ2025-006; 5330 Old Norcross Road; Old Norcross Truck Storage LLC, c/o
The Galloway Law Group, LLC

CC: Eric Johnson, City Manager
Tracy Rye, AICP, Assistant City Manager

Recommendation

Approve the rezoning of 5330 Old Norcross Road to M1 Light Industrial District with conditions.

Background

The applicant requests the rezoning of the subject property from C-2 (General Business) district to M1 (Light Industry) district, due to the site triggering the nonconforming clause Sec. 206-3 nonconforming uses. (a)(6) fails to obtain a new occupational tax certificate within six months of the closure of the previous non-conforming use or renew an existing occupational tax certificate per the city's prescribed renewal schedule for existing occupational tax certificates.

Planning and Zoning Board Recommendation- Approval with Staff Conditions

Financial Impact

N/A

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

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

Attachment

- Staff Report
- Application REDACTED
- Letter of Intent
- Boundary Survey
- Applicant Presentation
- RZ2025-006 - Draft Ordinance

Update

The applicant's representative provided a presentation during the Policy Session on January 20, 2026.



REZONING

Case Number	RZ2025-006
Petitioner	Old Norcross Truck Storage LLC, The Galloway Law Group, LLC
Property Location	5330 Old Norcross Road
Current Zoning	C2 (General Business District)
Proposed Zoning	M1 (Light Industry District)
Proposed Use(s)	Truck Parking
Character Area	Character Area 8: Langford Drive
Site Acreage	2.95 Acres
District	6
Land Lot	241
Parcel #	6241 236
Taxes Paid	Yes
Historic District	N/A

COMMUNITY DEVELOPMENT AND PLANNING DEPT. RECOMMENDATIONS

Based on the analysis of this case, Staff recommends **APPROVAL** of rezoning to M1 (Light Industry District), subject to the following:

1. The property shall be developed in general conformance with the City of Norcross Unified Development Ordinance;
2. Provide a ten (10) foot landscape strip adjacent to all public rights-of-way subject to City Arborist's approval;
3. Chain link fence in the front yard shall be removed and replaced with fencing decorative in nature as outlined in the UDO;
4. No Motor vehicle related sales and service uses allowed;
5. Outdoor storage limited to vehicle parking. No other storage allowed; and
6. Provide a complete set of plans for land disturbance done without a permit in 2021, or as-builts.

Standards Governing the Exercise of Zoning Power

According to Section 103-11, the criteria by which a zoning 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.

The proposed use may permit a use that is suitable in view of the use and development of adjacent and nearby properties if the staff recommended conditions of approval are met. A rezoning of the subject property to the M1, Light Industry, zoning district will create a transition between the unincorporated residentially zoned properties to the south and the C1, Neighborhood Business, and C2, General Business, zoned properties to the north.

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

The proposed use may not adversely affect the existing use or usability of adjacent or nearby property if the staff recommended conditions of approval are met. Staff is recommending installation of decorative fencing adjacent to Old Norcross Road as stated in the Unified Development Ordinance section 202-2.h2.c. Chain link fencing or other similar elements are prohibited, except in the side and rear yards of the M-1 or M-2 districts and only when the fencing elements are not visible from the right-of-way and are screened according to site landscape standards provided in this UDO. Otherwise all fencing shall be decorative in nature as outlined in this UDO. Second, no motor vehicle related sales and service uses shall be allowed. Third, outdoor storage is limited to vehicle parking. The applicant will also need to apply for any necessary permits for work done without permits.

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

The property may have a reasonable economic use as currently zoned. The current zoning is C2, General Business, which does not support light industrial uses without an approval of a special use permit or a rezoning.

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.

The proposal may result in a use which could cause an excessive burdensome use of existing streets, transportation facilities, by introducing more vehicles to the site. The site as presented is fully developed.

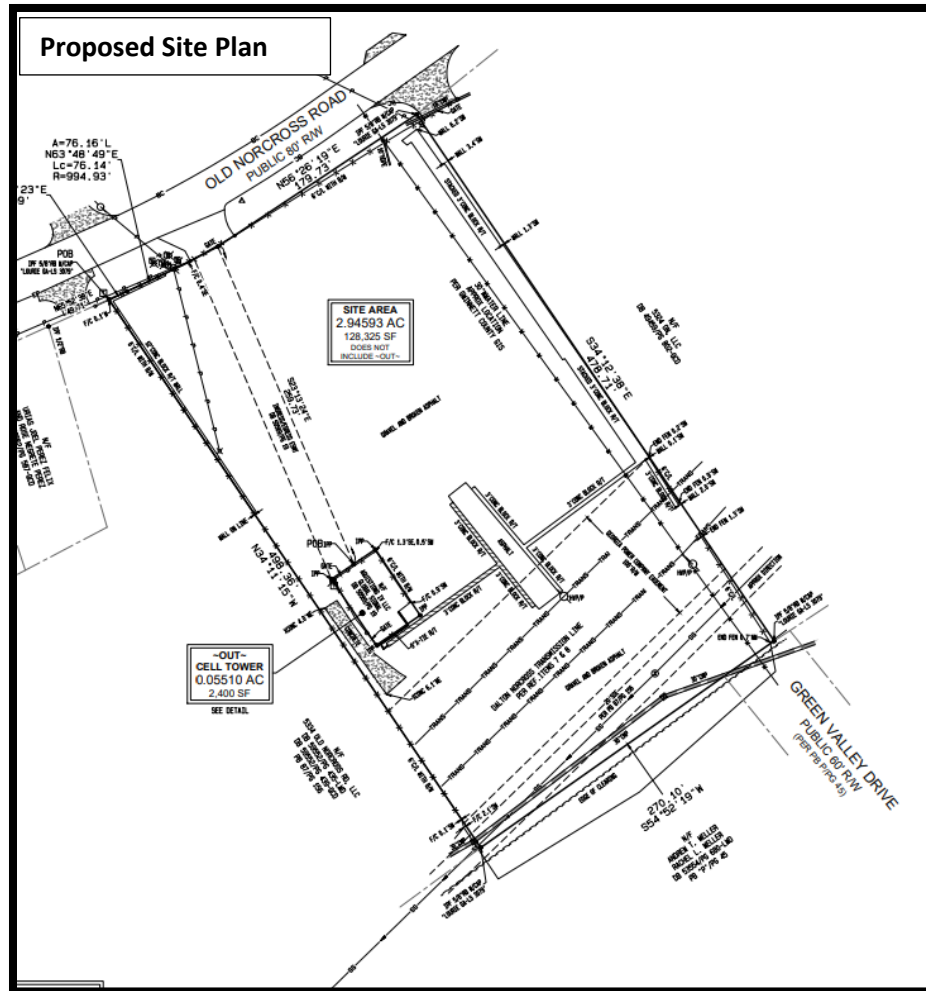
5) Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan.

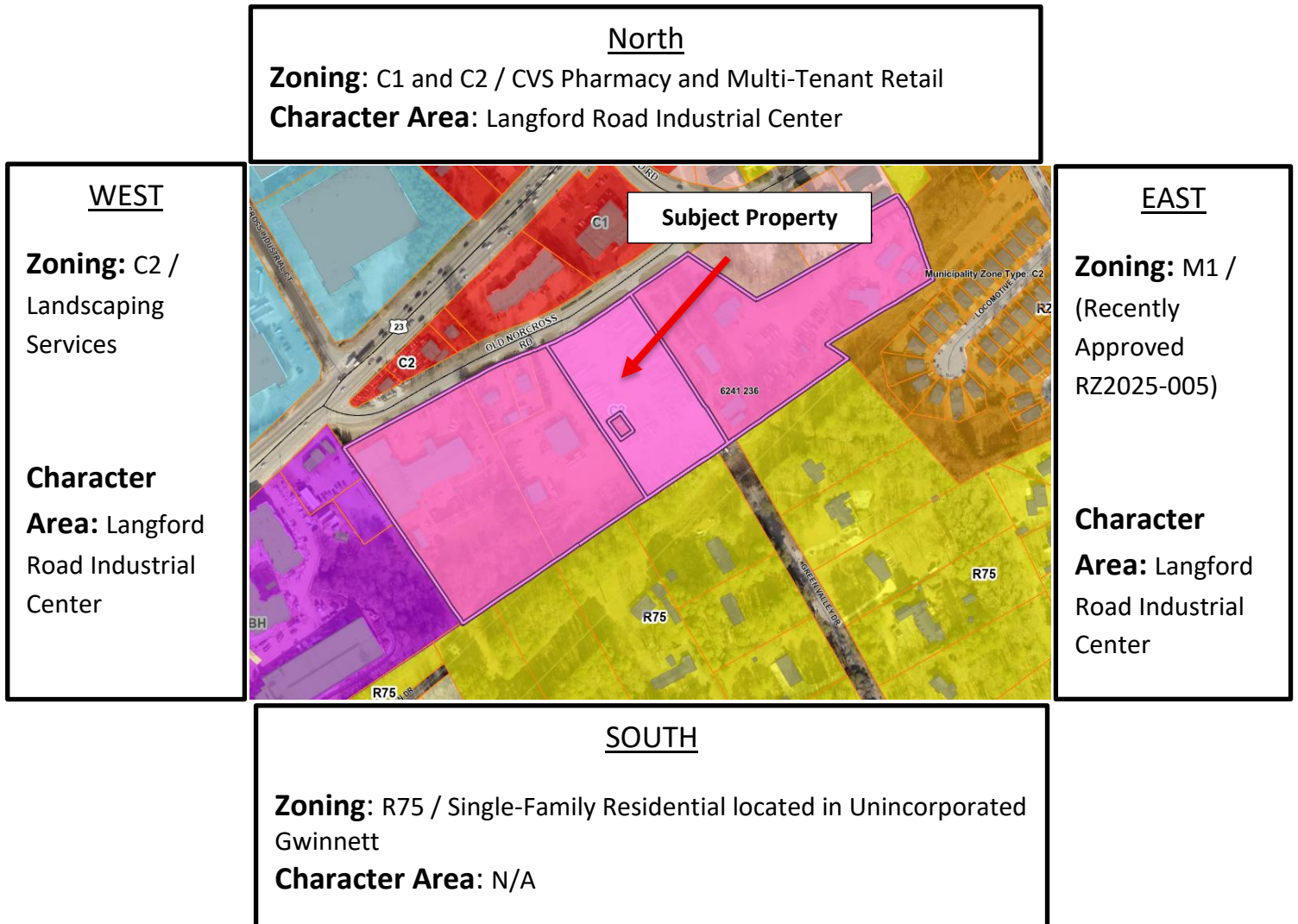
The proposal is in conformity with the policy and intent of the Comprehensive Plan. The subject parcel is located within Langford Road Industrial Center Character Area. The Langford Road Industrial Center Character Area is a preferred location for general commercial and industrial uses. Specifically, clean, light industrial uses that have a minimal impact on nearby residential use are encouraged. Policy 1-2 calls for redeveloping and enhancing existing commercial and industrial uses.

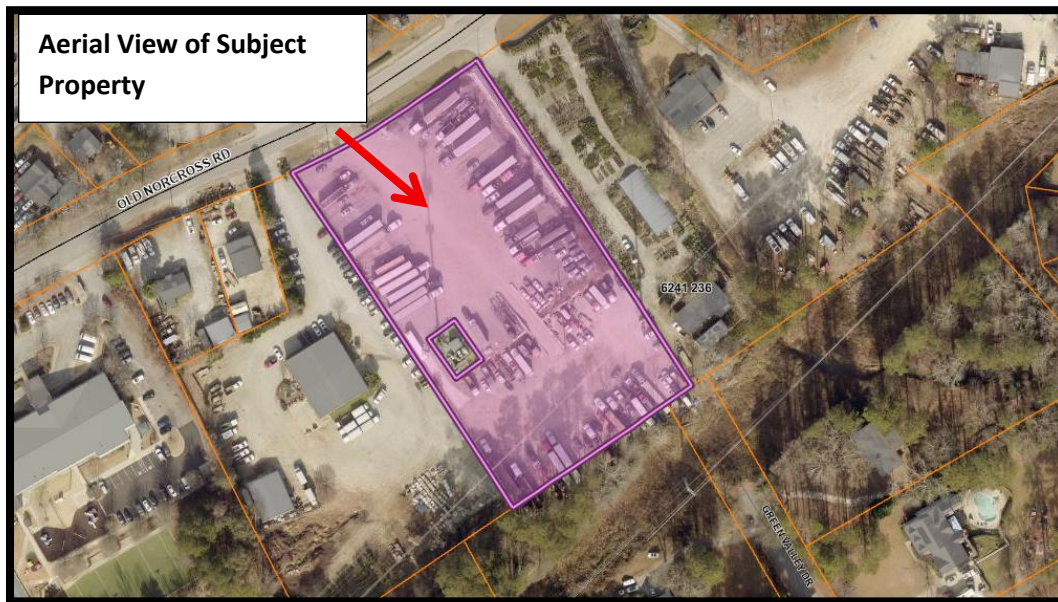
6) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

There are no known existing or changing conditions affecting the use of the property.

Board	Meeting Type	Meeting Date	Time	Location
P&Z	Hearing	1/7/2026	6:30 PM	Conference Room 2 nd Floor
MCC Policy	Meeting	1/20/2026	6:30 PM	Conference Room 2 nd Floor
MCC Regular	Hearing	2/2/2026	6:30 PM	Council Chambers 1 st Floor







Current zoning district for the property

The C2 (General Business) district is established to provide adequate space in appropriate locations along major streets, thoroughfares and at intersections for various types of business and service uses. These uses should include the retailing of major goods and services, general office facilities, and public functions that would serve a community area of several neighborhoods. Development of uses in the district characteristically occupies a larger area than in the C1 (Neighborhood Business) district because it is intended to serve a greater population and to offer a wider range of goods and services. Orientation and expansion of this district should occur as an increase in depth at major intersections rather than as a strip-like extension along the street or thoroughfare.

Requested zoning district for the property

The M1 (Light Industry) district is comprised of lands that are located on, or have ready access to, a major street or state highway and are well adapted to industrial development but whose proximity to residential or commercial districts makes it desirable to limit industrial operations and processes to those that are not objectionable by reason of the emission of noise, vibration, smoke, dust, gas, fumes, odors or radiation and that do not create fire or explosion hazards or other objectionable conditions.

Summary of the applicant's proposal

The applicant is requesting to rezone to the M1 (Light Industry) zoning district on 2.95-acre lot to allow for the continuance of an existing nonconforming truck parking business. Due to a lapse in occupational tax certificates, the truck parking use lost its nonconforming status since the C2-General Business zoning district does not permit truck parking use. The applicant is not proposing any new development or land disturbance on the site.

Existing Conditions

The existing parking is surfaced with a mixture of gravel and broken asphalt. There is an existing six (6') foot chain link fence topped with barbed wire adjacent to Old Norcross Road. Along most of the western boundary line exists a six (6') foot chain link fence that is situated on top of an existing one (1') foot tall concrete block retaining wall. Along most of the eastern boundary line, however, there is a history of land disturbance created in 2021 that includes stacked three-foot (3') concrete blocks totaling at a minimum, 12 feet in height as a retaining wall which transitions into six (6') foot chain link fencing. In the rear yard, there is an existing 100-foot Georgia Power Easement, 20-foot sanitary sewer easement, and 30-inch corrugated metal piping adjacent to R-75 single-family lots which are in Unincorporated Gwinnett. The parcel that houses the existing telecommunications tower operates under different ownership and is not included in this rezoning request.

Non-residential criteria

Proposed number of buildings: None

Impervious surface shown: Maximum impervious allowed is 90 percent

Proposed Use(s): Truck/Vehicle Parking (Existing)

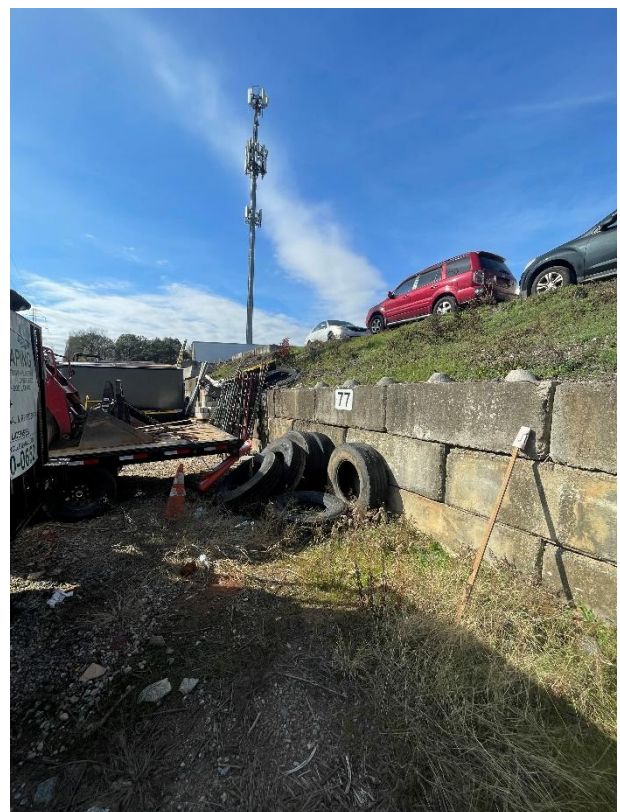
City of Norcross Department Comments

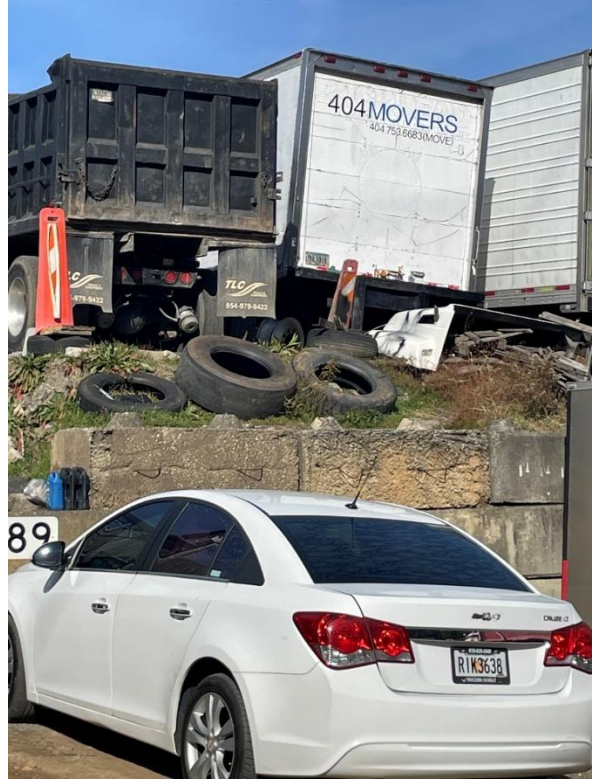
Code Enforcement

The property has a history of three Code Enforcement cases:

- CED2019-00436- Property maintenance; open/outdoor storage. April 2019.
- CED2019-00700- Property maintenance; open/outdoor storage. June 2019.
- CED2025-00679- Business without a license, outdoor storage, inoperable vehicles, storage for car dealerships. No citation has been issued.

The six pictures below are from December 22, 2025.





Economic Development

Economic Development would only endorse approval of the requested rezoning if it includes conditions to bring the property into compliance with the standards in the Code. The Department understands that the property owner did not obtain permits prior to undertaking recent site improvements. Additionally, it is recommended that conditions be imposed as part of the rezoning to require adequate property drainage, stormwater management, and buffering measures to protect the integrity of the adjacent stream and nearby residential properties.

Engineering

Most of the parcel coverage consists of disturbed soil (compacted over time by truck traffic), gravel, and asphalt. These areas are considered impervious. Stormwater management or ES&PC BMPs to manage runoff from the impervious areas is not labeled. The owner should hire a professional engineer to evaluate the site, conduct a survey, and design appropriate stormwater and ES&PC BMPs, then submit the plans to the City for review and approval.

The ramp and the retaining walls in the middle of the site, as well as the retaining wall along the northeast side, were constructed sometime between 2021 and 2022. These should be inspected by the City's Building Inspector.

Norcross Power

No impact for Norcross Power



REZONING APPLICATION

PROPERTY OWNER'S INFORMATION

Owner's Name:

Stuart M. Scruggs and Stephanie W. Greene, c/o The Galloway Law Group, LLC

Owner's Address:

4062 Peachtree Road NE, Suite A330

City: Atlanta State: GA Zip Code: 30319

Phone: [REDACTED] Cell Phone: [REDACTED] Email: [REDACTED]

APPLICANT'S CONTACT INFORMATION

Applicant's Name:

Old Norcross Truck Storage LLC c/o The Galloway Law Group, LLC

Applicant's Address:

4062 Peachtree Road NE

Suite: A330 City: Atlanta State: GA Zip Code: 30319

Phone: [REDACTED] Cell Phone: [REDACTED] Email: [REDACTED]

PROPERTY LOCATION

Tax Parcel Number(s): R6241 236 Size in acres: Approx. 2.95 acres

Address(es): 5330 Old Norcross Road, Norcross, GA 30071

Number of existing structures: 0 Number of parking spaces: n/a

PROPOSED USE

Current Zoning: C2 Requested Zoning: M1

Date of Pre-Application Mtg: 10/13/2025

Is the request in conformity with the Current Land Use Plan? ☒ Yes ☐ No

Comp Plan Designation: Langford Rd I.C. If No, Comp Plan Amendment is required

Is this site located in the National/Local Historic District? ☐ Yes ☒ No

If yes, what are the plans for the historic resources, if any, onsite n/a

Proposed Use Details:

The Applicant seeks only to continue using the Property for its historical truck parking use. The Applicant does not propose any new development or altering the use in any way. For additional information, please see the enclosed Letter of Intent and Impact Analysis.

ITEMS THAT MUST ACCOMPANY APPLICATION

- A. **Owner's Signature or Affidavit** - If the owner and applicant are not the same, the owner must sign the application or complete the attached affidavit.
- B. **Plat/Survey** – Submit one (1) full size, one (1) 11 x 17 and one (1) digital copy of a plat in JPG or PDF format, drawn by an engineer or land surveyor, describing in detail the tract, parcel or lot of land proposed to be rezoned. The plat must include the following information:
 - 1. A current boundary survey and plot plan, dimensioned and to scale, prepared by a registered surveyor, architect or engineer showing the seal of such surveyor, architect, or engineer.
 - 2. This survey shall be a plat of the land in question, or a description by metes and bounds, bearings and distances of the land, or if the boundaries conform to the lot boundaries within a subdivision for which a plat is recorded in the land records of the City of Norcross, then, the lot, block, and subdivision designations with appropriate plat reference.
 - 3. A description of existing land uses on adjacent and surrounding property.
- C. **Concept Plan** – Submit one (1) full size copy, one (1) 11x17 copy and one (1) digital copy in JPG or PDF format of a concept plan, including but not limited to all items listed on the attached checklist for such plan.
- D. **Impact Analysis** –
 - 1. If the zoning change has been initiated by an owner or their representative, the application must be accompanied by a written, documented analysis of the proposed zoning change with regard to each of the standards governing consideration attached to this application.
 - 2. A traffic study, a hydrology study, market study and other studies of the impact of the proposed development prepared by a duly licensed engineer or qualified professional may be required by the Community Development Department, Planning & Zoning Board or the Mayor & City Council as deemed necessary for adequate consideration and a fully-informed decision on the proposed request. The studies shall be prepared under the direction of the City at the applicant's expense.
- E. **Warranty Deed** – A copy of the recorded warranty deed to the property must accompany each application. The owner on the deed must be the same as the owner listed on the application.

- F. **Proof of Taxes Paid** – Proof that all ad valorem taxes due on the property have been paid must accompany each application.
- G. **Certificate Concerning Campaign Contributions** – The applicant must complete the certificate concerning campaign contributions and submit with each application.
- H. **Fees** – See attached fee schedule. Fees are non-refundable.
- I. **Development of Regional Impact** – If your application meets the Atlanta Regional Commission's (ARC) alternative rules for a Development of Regional Impact, additional review will be required by ARC and the State. More information can be found here, <https://atlantaregional.org/community-development/comprehensive-planning/developments-of-regional-impact/>
- J. **Conditional Rezoning** – An applicant may apply for conditional zoning and so state on the application. The conditional zoning applications may be based on written conditions contained within the relevant section of the application only or it may be based on the narrative AND a site plan.
- K. Any other information required by the Community Development Department or any other City department which is deemed necessary or desirable in processing the application which is related to the present or proposed use of the property.

I have read and understand the attached application and zoning procedures. I also hereby authorize the Community Development Staff, Planning & Zoning Board and Mayor & Council to inspect the premises that are the subject of this application.

By Stuart Scruggs, for Old Norcross Truck Storage LLC

Signature of Applicant



Date 10-30-2025

CITY USE ONLY. DO NOT WRITE BELOW

Date received: _____ Application Number: _____ Fee Paid: _____

Notes: _____

DEADLINE AND HEARING SCHEDULE

See calendar on the Community Development website for pre-application conference deadlines, application submission deadlines and scheduled meeting dates.

(THE APPLICANT OR APPLICANT'S AGENT MUST ATTEND ALL HEARINGS REGARDING THE APPLICATION)

Criteria and Standards for Considering a Rezoning

The Mayor and City Council find that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property and shall govern the exercise of zoning power. Please address these criteria to the best of your ability. You may use a separate sheet if necessary.

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

Please see the enclosed Impact Analysis.

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

Please see the enclosed Impact Analysis.

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

Please see the enclosed Impact Analysis.

- 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;

Please see the enclosed Impact Analysis.

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

Please see the enclosed Impact Analysis.

- 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.

Please see the enclosed Impact Analysis.

CONFLICT OF INTEREST CERTIFICATION FOR REZONINGS

The undersigned below, making application for rezoning, has complied with the Official Code of Georgia Section 36-67A-1, et seq. Conflict of Interest in Zoning Actions, and has submitted or attached the required information on the forms provided.

 10-30-2025 Old Norcross Truck Storage LLC, by Stuart Scruggs
SIGNATURE OF APPLICANT DATE TYPE OR PRINT NAME AND TITLE

SIGNATURE OF APPLICANT'S ATTORNEY OR REPRESENTATIVE DATE TYPE OR PRINT NAME AND TITLE
The Galloway Law Group, LLC, by Jordan Edwards

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a City of Norcross Mayor/Council Member or a Member of the Planning and Zoning Board
_____(YES or NO)

Old Norcross Truck Storage LLC, by Stuart Scruggs

YOUR NAME

If the answer is yes, please complete the following section:

NAME AND OFFICIAL POSITION OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (LIST ALL WHICH AGGREGATE TO \$250.00 OR MORE)	DATE CONTRIBUTION WAS MADE (WITHIN THE LAST TWO YEARS)
n/a		
n/a		
n/a		

Attach additional sheets if necessary to disclose or describe all contributions.

CONFLICT OF INTEREST CERTIFICATION FOR REZONINGS

The undersigned below, making application for rezoning, has complied with the Official Code of Georgia Section 36-67A-1, et seq. Conflict of Interest in Zoning Actions, and has submitted or attached the required information on the forms provided.

SIGNATURE OF APPLICANT DATE Old Norcross Truck Storage LLC, by Stuart Scruggs
TYPE OR PRINT NAME AND TITLE



SIGNATURE OF APPLICANT'S DATE The Galloway Law Group, LLC, by Jordan Edwards
ATTORNEY OR REPRESENTATIVE TYPE OR PRINT NAME AND TITLE

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a City of Norcross Mayor/Council Member or a Member of the Planning and Zoning Board

_____ No _____ (YES or NO)

The Galloway Law Group, by Jordan Edwards

YOUR NAME

If the answer is yes, please complete the following section:

NAME AND OFFICIAL POSITION OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (LIST ALL WHICH AGGREGATE TO \$250.00 OR MORE)	DATE CONTRIBUTION WAS MADE (WITHIN THE LAST TWO YEARS)
n/a		
n/a		
n/a		

Attach additional sheets if necessary to disclose or describe all contributions.

**LETTER OF INTENT
APPLICATION FOR REZONING
CITY OF NORCROSS, GEORGIA**

Old Norcross Truck Storage, LLC (the “Applicant”), at the direction of City of Norcross Community Development Department staff, requests the Rezoning of approximately 2.95 acres located at 5330 Old Norcross Road (Parcel Number 6241 236) (the “Property”) from the General Business (C2) district to the Light Industry (M1) district. The Applicant does not propose to undertake any development or even to alter the longtime use of the Property. Rather, the Applicant seeks only to continue using the Property for the same truck parking use that has occurred here for years. While the Property is currently zoned C2, it has never been used for the type of businesses that are Permitted Uses in the C2 district, probably because the Property’s unique physical characteristics prevent customary commercial development. Likely for this reason, the 2045 Comprehensive Plan Update assigns the Property to the “Langford Road Industrial Center” Character Area. This Rezoning is therefore intended to allow the continuation of the Property’s historic truck parking use and to bring the Property’s zoning classification into alignment with the Comprehensive Plan.

When the Applicant acquired the Property in 2020 it was being used for truck parking under a long-term lease, as it had been for many years, likely as a legal nonconforming use. The Property was in very poor condition at the time: old retaining walls were at risk of failure, broken stormwater pipes resulted in flooding every time it rained, and mountains of debris, rusted junk, and old tires were dumped in the back. Although the shutdowns that accompanied the Covid-19 pandemic made work difficult, the Applicant cleaned the Property and completed the necessary repairs. When the lessee unexpectedly walked away from the lease prematurely, the Applicant continued operating the truck parking business out of necessity. In that transitional period, the Applicant failed to renew the occupational tax certificate for the Property through a simple oversight. Due to a 2022 change to the wording of the City’s nonconforming uses regulation, Norcross Unified Development Ordinance Section 206-3, that nonrenewal resulted in the truck parking business losing the protection of its legal nonconforming status.

The Property is crisscrossed by various easements that limit its development for productive use. As depicted on the enclosed Boundary Survey, a one hundred (100) foot wide electrical power

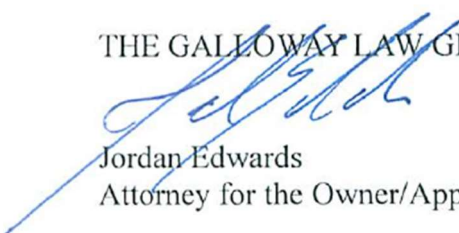
transmission easement crosses diagonally through the rear of the Property, making that portion unbuildable. In the middle of the Property is a cell tower with an ingress/egress easement running through the Property's western side. On the eastern side, a 30" water main runs through the Property. Topographically, the Property is divided into two flat sections separated by a retaining wall, with the grade of the front level measuring 14 to 18 feet higher than the elevation of the lower level in the rear. A second retaining wall is required along the Property's eastern side lot line, as the adjacent property to the east is some 10 to 12 feet lower than the Property's front level. The combination of these physical characteristics makes the Property economically impractical to develop for the type of uses allowed in the C2 district. Further, the adjacent properties east and west of the Property have also historically been used for industrial uses and would further depress the viability of a new C2 use on the Property.

The Property is not suitable for typical C2 uses, and it's unknown why it was zoned C2 in the first place. As described above, the Property's topography and the various easements that burden it present substantial challenges to development, and neighboring industrial uses to the east and west as well as its total lack of visibility from the Buford Highway corridor will hinder the economic viability of typical C2 uses. On the other hand, none of these issues adversely impact a truck parking use, which explains this historic use of the Property. At the same time, the 2045 Comprehensive Plan Update classifies the Property and the surrounding area to an industrial Character Area that is intended to "Maintain [the] industrial tax base" of the City. *Norcross: Imagine our Future* at Page 30.

For all these reasons, and for the additional reasons documented in the enclosed *Impact Analysis*, the Applicant respectfully asks that the Norcross City Council approve this Rezoning as requested.

Sincerely,

THE GALLOWAY LAW GROUP, LLC



Jordan Edwards

Attorney for the Owner/Applicant

4026 Peachtree Road NE, Suite A330
Atlanta, Georgia 30319

**IMPACT ANALYSIS
APPLICATION FOR REZONING
CITY OF NORCROSS, GEORGIA**

Old Norcross Truck Storage, LLC (the “Applicant”), requests the Rezoning of approximately 2.95 acres located at 5330 Old Norcross Road (Parcel Number 6241 236) (the “Property”) from the General Business (C2) district to the Light Industry (M1) district. As described in the *Letter of Intent*, the Applicant makes this request at the direction of Community Development Department staff to align the Property’s zoning with its Character Area designation in the Comprehensive Plan, and to preserve the historic, industrial use of the Property. Development of the site for a typical C2 use would be extremely difficult, and the economic viability of such C2 uses would be doubtful given the Property’s location. On the other hand, the requested Rezoning is consistent with both the Standards Governing Review listed at Section 103-11(a) of the Norcross Unified Development Ordinance (UDO) and the factors for consideration listed at UDO Section 104-5(c)(5)c., as documented below:

1. Standards Governing Review, UDO Sec. 103-11(a).

a. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

The proposed Rezoning will permit the Property’s historic truck parking use, which is suitable in view of the use and development of adjacent and nearby properties. The Applicant does not propose any new development or using the Property differently from its historic use. Aside from a cell tower, the Property has only been developed for gravel parking lots that are not impacted by the various easements burdening the site. Adjacent properties to the east and west are similarly developed with large gravel lots and have industrial uses that involve truck parking, which can occupy the areas within the 100-foot-wide electrical power transmission easement crossing the rear of all three parcels. Behind this easement, a second 100-foot minimum power transmission easement runs parallel to the first, providing a substantial buffer between these adjacent industrial uses and the residential uses to the south. To the north, across Old Norcross Road from the Property, is a small shopping center.

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

The Applicant does not propose making any changes to the current development or use of the Property. Rather, the Applicant only seeks to continue the same, historic use of the Property for truck parking. As such, the Rezoning will not adversely impact existing uses or the usability of nearby properties. Moreover, even if at some future date the Property changes to a different use permitted in the M1 district, the two 100-foot-wide power easements described above will continue providing an appropriate buffer to the residential uses to the south.

c. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

As described in the *Letter of Intent*, several factors make it unlikely that the Property can be economically developed for the C2 district's Permitted Uses. Even if developed, neighboring industrial uses and a total lack of visibility from the commercial thoroughfare of Buford Highway would challenge the viability of any business trying to operate a C2 use here. These limitations would drastically reduce the Property's value if marketed for sale. The last time the Property was sold, it transferred at a price reflecting the fact that truck parking was an allowed use on the Property. If the Rezoning is not approved such that truck parking is no longer allowed due to the lost legal nonconforming status, the Property would be worth a fraction of its most recent purchase price due to the impracticality of a C2 use. Accordingly, the Property does not have a reasonable economic use as currently zoned.

d. 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;

The Applicant does not propose making any changes to the Property's current development or use. Rather, the Applicant only seeks to continue the same, historic use of the Property. This use comprises gravel parking lots and no buildings, so it does not burden utilities. The Property is in an industrial area straddling Buford Highway, so the impact on existing City streets and transportation facilities is minimal. The use does not affect local schools. Because the proposed use has already operated at the Property for many years, the Rezoning will not result in a change of use that would cause an excessive or burdensome use of any of these public resources.

e. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan; and

The 2045 Comprehensive Plan Update assigns the Property to the “Langford Road Industrial Center” Character Area, which is intended to “Maintain [the] industrial tax base” of the City. *Norcross: Imagine our Future* at Pages 15, 30. Generalized Uses listed as compatible with this Character Area include “Heavy commercial (auto related, outdoor storage)”, “Light industrial and warehousing”, and “Transportation, Communication, Utilities”. *Id.* at Page 38. The proposed Rezoning returns the Property to a zoning district that is aligned with the Langford Road Industrial Center and allows a use that is completely consistent with this Character Area’s purpose. Accordingly, the Rezoning totally conforms to the policy and intent of the Comprehensive Plan.

f. 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.

Through a simple administrative oversight, the occupational tax certificate was not renewed after the long-term lessee of the Property walked away from the lease in 2023, forcing the Applicant to operate the truck parking business independently. A text amendment adopted in 2022 gave this oversight the effect of destroying the business’s legal nonconforming protection in the C2 district. Unfortunately, the Property is difficult to develop and is a bad location for C2 uses. The Rezoning would allow the truck parking use to continue as a Permitted Use in the M1 district and would also bring the Property’s zoning into alignment with the Comprehensive Plan.

2. Factors for Consideration, UDO Sec. 104-5(c)(5)c.

a. A description of the extent to which the property value of the subject property is diminished by the existing zoning district classification;

As described above, the Property has historically been used for industrial purposes and has been used for truck parking for many years. While this use could operate in the C2 district as a legal nonconforming use, the loss of that protection makes the Property unusable for its historic uses. Unfortunately, the Property would be difficult to develop for a typical C2 use and is in a bad location for a C2 business. Accordingly, the value of the Property is greatly diminished by the existing zoning district classification.

b. The existing value of the property contained in the application for rezoning under the existing zoning classification;

The Applicant purchased the Property for \$750,000.00, when it was being used for truck parking and was intended to continue being used for truck parking.

c. The value of the property contained in the application for rezoning under the proposed zoning classification;

If the truck parking use is allowed to continue on the Property under the M1 zoning district, the Property should maintain its value. On the other hand, the loss of this use of the Property would dramatically diminish its value.

d. A description of any existing use of the property, including a description of all structures presently occupying the property;

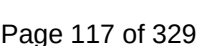
The Property is crisscrossed by numerous easements of different types. These easement areas may be used for gravel parking areas, but they may not be used for the development of a building. Consequently, the Property is improved for two gravel parking areas separated by a retaining wall. The Property is surrounded by a fence with a gate across the driveway. A cell tower is developed on a separate parcel near the middle of the Property.

e. The length of time the property has been vacant or unused as currently zoned;

The Property has historically been used for truck parking. It was during the process of applying for a new occupational tax certificate that the issue of the nonconforming use was brought to the Applicant's attention. This Rezoning request is submitted to resolve the issue.

f. A detailed description of all efforts taken by the property owners to use the property or sell the property under the existing zoning classification.

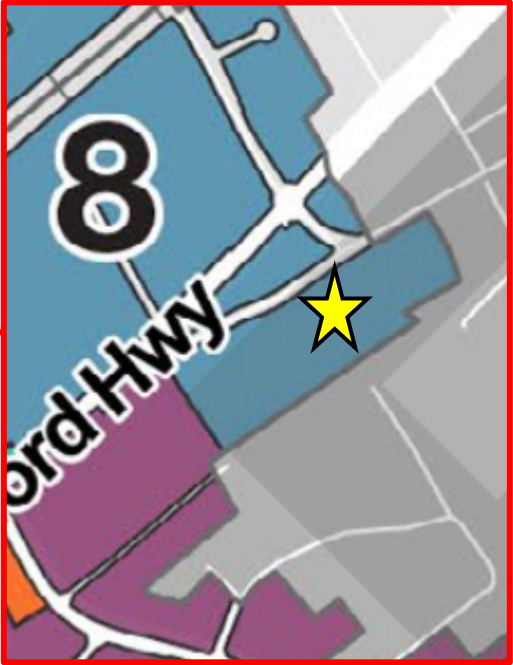
The Applicant took on the operation of the truck parking use out of necessity when a lessee unexpectedly walked away from a long-term lease in 2023. The Property is not developed for a C2 use. The Applicant does not want to sell the Property, but fears that the Property's value will be slashed if it can only be used for C2 uses, since it is not a good candidate for C2 uses.



RZ2025-006
5330 Old Norcross Road

Norcross City Council Policy Work Session
January 20, 2026

Figure 2.1. Future Development Map





N/F
ANDREW T. WELLER
RACHEL L. WELLER
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**AN AMENDMENT TO THE OFFICIAL
ZONING MAP FOR THE CITY OF NORCROSS WITH
CONDITIONS TO ZONING AS APPLICABLE TO THE PROPERTY
COMMONLY KNOWN AS 5330 OLD NORCROSS ROAD (PIN R6241 236).**

ENACTING CLAUSE. The Mayor and City Council of the City of Norcross, Georgia, hereby ordain that the adopted Zoning Map for the City of Norcross 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 Zoning Map.

I. AMENDMENT TO ZONING MAP

The property commonly known as 5330 Old Norcross Road (PIN R6241 236) and more particularly described in the attached Exhibit 1 (the “Subject Property”) came before the Norcross City Council on February 2, 2026, for a public hearing considering the rezoning of the Subject Property. The public hearing was conducted, and, having considered the zoning decision before the legislative body, the Subject Property was Zoned M1 Light Industrial, subject to the following conditions:

1. The property shall be developed in general conformance with the City of Norcross Unified Development Ordinance;
2. Provide a ten (10) foot landscape strip adjacent to all public rights-of-way subject to City Arborist’s approval;
3. Chain link fence in the front yard shall be removed and replaced with fencing decorative in nature as outlined in the UDO;
4. No Motor vehicle related sales and service uses allowed;
5. Outdoor storage limited to vehicle parking. No other storage allowed; and
6. Provide a complete set of plans for land disturbance done without a permit in 2021, or as-built.

II. REPEALER

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

III. EFFECTIVE DATE

This ordinance shall become effective immediately and shall remain in effect until revised or repealed by further action 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 _____, 2026.

Craig Newton, Mayor

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

AGENDA REPORT

To: Mayor and City Council

From: Helen Balch, AICP
Community Development & Planning Director

Meeting Date: February 2, 2026 - Regular Council Meeting (RCM)

Item No.: 2026-13

Title: TEXT2026-0001; Amendment to the Unified Development Ordinance

CC: Eric Johnson, City Manager
Tracy Rye, AICP, Assistant City Manager

Recommendation

Approve changes to the Unified Development Ordinance (UDO) as presented.

Background

The Community Development and Planning Department is continuing its work to make the Unified Development Ordinance (UDO) easier to understand and use. The proposed amendments focus on refining definitions and clarifying existing regulations. These updates also ensure the UDO is consistent with the goals and direction of the 2045 Comprehensive Plan. Items to be removed are in red strike-through, items to be added are in bold, underlined italics, and highlighted in yellow on the attached documents.

Planning and Zoning Board Recommendation- **Approval of the text amendments**, to include that all multifamily residential development requires a Special Use Permit.

Amendments are proposed to the following sections of the UDO:

Chapter 100 General and Administrative Provisions, Article II. Definitions

Chapter 200 Land Use and Zoning, Article I, Division 2

Sec. 201-22 CX Community Mixed Use

Sec. 201-23 BH Buford Highway

Chapter 200 Land Use and Zoning, Article II Supplemental and Accessory Use Standards:

Sec. 202-2 Supplemental use standards(aa)(3)

Sec. 202-3 Accessory uses or structures

Chapter 200 Land Use and Zoning, Article III Parking and Loading

Sec. 203.9 Minimum number of spaces required

Chapter 400

Sec. 407-4 Applicability criteria for stormwater management standards

Sec. 407-5 Exemptions from stormwater management standards

Financial Impact

N/A

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

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

Attachments

UDO Chapter 100, 200, and 400 proposed changes V3
UDO Chapter 100, 200, and 400 P&Z recommendation (1)
Ordinance Draft TEXT2026-001 v2

Update

The Planning and Zoning Board held a public hearing on January 7, 2026, during which the proposed amendments were discussed. Questions were raised by the Board and answered by Community Development Staff. After careful deliberation, the Planning and Zoning Board voted to recommend, adding that all multifamily developments should require a Special Use Permit.

With respect to the Supplemental Use regulations as they pertain to Accessory Dwelling Units (ADUs), after further research and review of height plane ordinance language in other jurisdictions, such a change requiring detailed height plane plans could be deemed to be overly burdensome in interpretation and result in costly design considerations to the average homeowner to be effectively implemented. Staff does not recommend any changes with respect to adding in height plane design requirements and present ADU Supplemental Use regulations as previously presented.

During the Policy Session, councilmembers suggested a language change to the Accessory Dwelling Units to include homestead exemptions and a potential addition to parking requirements. Changing the percentage for residential-only development to 55% and removing the additional five (5) percent bonus for bicycle parking/facilities and developments close to bus stops. Along with clarifying language for height requirements in CX (commercial mixed-use) and BH (Buford Highway) zoning districts.

Ordinance TEXT2026-001

An Amendment to the City Code of Ordinance

Chapter and Purpose: Subpart B Unified Development Ordinance, Section as noted.

Enacting Clause; The Mayor and City Council of the City of Norcross, Georgia hereby ordains that the adopted Code of Ordinances is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that all following provisions shall become and be made part of the Code of the City of Norcross.

1. Amendment to edit the language as noted on the attached, to add those items shown as underlined and highlighted, and delete those items shown as red strikethrough, any items completely deleted are reserved. For purposes of defined items, new definitions are added where they fit alphabetically within the existing defined terms section.

Sec. 102-2. Defined terms.

The following words, terms and phrases, when used in this UDO, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Note that for flood-plain management, specific definitions exist in chapter 400 article IV which only relate to items applicable to that section.

S

Secondary conservation areas mean areas that are desirable to be included in conservation space, but which may or may not be suitable to be permanently protected. Examples are pocket parks, neighborhood greens and stormwater management facilities that may revert to a relatively natural state.

Security lighting means any light source used to illuminate a building, structure or property during evening hours that seeks to deter criminal activity.

Sediment means solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, ice or gravity as a product of erosion.

Sedimentation means the process by which eroded material is transported and deposited by the action of water, wind, ice or gravity.

Service Bay means the section of a motor vehicle repair facility intended or used for temporary storage of motor vehicles, during repair or service of such vehicles. The total number of service bays shall be the maximum number of motor vehicles that could be serviced and stored within the facility.

Setback means:

- (1) With respect to a stream, the distance that defines the width of a protective buffer, measured from the boundary of the feature of the landscape (e.g., a wetland or streambank) that the buffer is designed to protect.
- (2) With respect to buildings and structures, the mandatory clear distance between a lot line and a building or structure.

Sign: for all sign related definitions see Section 204-3.

Significant groundwater recharge areas mean areas mapped by the Georgia Department of Natural Resources in Hydrologic Atlas 18, 1989 edition. Mapping of recharge areas is based on outcrop area, lithology (chemical nature and form of the rock), soil type and thickness, slope, density of lithologic contacts, geologic

structure, presence of karst topography (sinkholes, caves and fissures associated with limestone and other carbonate rocks), and potentiometric surfaces.

Sec. 201-22. CX community mixed-use.

- (a) *CX purpose.* The CX community mixed-use district is established to provide suitable locations for a compatible mix of residential uses, retail goods and services, office uses, and dedicated open space that serves the needs of the region.
- (b) *CX lot development standards.*

Lot dimensions	
Minimum lot area	None
Minimum lot width	None
Minimum lot frontage	None
Maximum residential density	
Townhouse	15 dua
Multi-family residence	35 dua
Minimum setbacks	
<i>Principal building</i>	
Front (from right-of-way)	40'
Side	0' Required 30' each yard if abutting residential district
Rear	0' Required 40' if abutting residential district
<i>Accessory building</i>	
From principal structure	5'
Front	Not allowed
Side	5' unless abutting a residential district, then 15'
Rear	5' unless abutting a residential district, then 15'
Maximum height	
Principal	See the appropriate comprehensive plan character area 35' if abutting single-family residential zoning districts Six (6) stories if abutting other districts
Accessory	20'
Impervious surface coverage	80%
Note: Maximum multi-family density as allowed in the comprehensive plan character area	

- (c) *CX supplemental regulations.*
- (1) Accessory use standards—see chapter 200, article II, supplemental and accessory use standards.
 - (2) Landscape and buffering—see chapter 200, article V, tree conservation, buffers, and landscaping.
 - (3) Parking and loading—see chapter 200, article III, parking and loading requirements.
 - (4) Signs—see chapter 200, article IV, sign regulations.
- (d) *CX permitted uses.* The following uses shall be permitted as of right in this district. Supplemental regulations for uses are in chapter 200, article II, supplemental use standards, as applicable.
- (1) *Residential—household residence.*

a. Multi-family residence.

ab. Townhouse.

- (2) *Residential—miscellaneous, lodging, rooms for rent situations.*
 - a. Hotel.
- (3) *Sales and rental of goods, merchandise, and equipment.*
 - a. Art gallery.
 - b. Equipment rental—no heavy equipment or outdoor storage.
 - c. Plumbing, electrical, pool, and home building supply showrooms and sales centers—no outdoor storage.
 - d. Retail sales.
 - e. Studio or meeting facility.
- (4) *Services—office, clerical, repair, research, and personal not primarily related to the sale of goods or merchandise.*
 - a. Banks and financial institutions.
 - b. Building, electrical or plumbing contractors—provided no equipment or materials are stored outside.
 - c. Business college or business school operated as a business enterprise.
 - d. Day care center.
 - e. Funeral home.
 - f. Medical or dental office or clinic.
 - g. Outdoor theater.
 - h. Personal service.
 - i. Professional and business office.
 - j. Professional service.
 - k. Taxi cab or limousine service.
- (5) *Manufacturing, wholesale, and warehousing.*
 - a. Radio, recording, or television studio and broadcasting station.
 - b. Wholesale trade/distribution office.
 - c. Logistics.
- (6) *Educational, cultural, religious, philanthropic, social, or fraternal.*
 - a. Places of public assembly.
 - b. Private college, university, community college.
 - c. Library, museum, art gallery, art center, and similar uses.
 - d. Private school, trade or vocational school.
 - e. Social, fraternal, clubs, and lodges.
 - f. Event facilities.
- (7) *Recreation, amusement, entertainment.*

- a. Activity conducted entirely within a building or substantial structure (e.g. theater).
 - b. Pool hall or billiard hall—three or more tables.
- (8) *Food and drink.*
 - a. Catering or food preparation businesses.
 - b. Restaurant—with or without drive-in or drive-thru facility.
 - c. Microbreweries/microdistilleries.
 - d. Brew pubs.
- (9) *Storage and parking.*
 - a. Automobile parking garages or parking lots not located on a lot on which there is another principal use to which the parking is related.
- (10) *Services and enterprises related to animals.*
 - a. Veterinarian—including veterinary clinics with no outdoor kennel or boarding.
- (11) *Mixed-use.*
 - a. Mixed-use as defined in chapter 100, article II.
- (e) *CX special permit uses.* The following uses shall be considered special permit uses in this district. Supplemental regulations for uses are in article II, supplemental use standards, as applicable.
 - (1) *Residential—miscellaneous, lodging, rooms for rent situations.*
 - a. Extended stay hotel.
 - b. Multifamily residential**
 - (2) *Sales and rental of goods, merchandise, and equipment.*
 - a. Building material sales with outdoor storage.
 - b. Fuel sales.
 - c. Fuel sales when accessory to a permitted retail use.
 - d. Garden supply centers and greenhouses—including outdoor **display storage**.
 - e. Similar retail establishment not listed—compatible with uses on adjoining property and which meets the intent and purpose of the district.
 - (3) *Services—office, clerical, repair, research, and personal not related to the sale of goods or merchandise.*
 - a. Hospital, clinic, or other medical treatment facility in excess of 10,000 square feet.
 - b. Tattoo and/or body piercing establishment.
 - c. Similar service establishment not listed—compatible with uses on adjoining property and which meets the intent and purpose of the district.
 - (4) *Manufacturing, wholesale, and warehousing.*
 - a. Wholesale warehouse—no outdoor storage.
 - (5) *Recreation, amusement, entertainment.*
 - a. Activity conducted outside enclosed building or substantial structure (e.g. driving range).
 - b. Event hall.

- (6) *Storage and parking.*
 - a. Landscaping services.
- (7) *Miscellaneous public, semi-public facilities, and utilities.*
 - a. Telecommunication antenna.
 - b. Telecommunication tower.
- (f) *CX accessory uses.* Supplemental regulations for accessory uses are in chapter 200, article II, supplemental use standards, as applicable.
- (g) *CX residential density bonus incentive* ***(available in the I-85 activity center character area only).***
 - (1) *Structured parking.* A density bonus of 40 percent may be applied to the overall residential component if the applicant submits a structured parking plan (garage) that is approved by the Community Development Department, plus:
 - a. An additional ten percent density bonus if providing electric vehicle charging stations for five (5) percent of the parking spaces are provided, with a minimum of five (5) charging stations, or:-**
 - b. Additional five (5) percent density bonus if the development provides bicycle parking/facilities and the development has direct access to a bus route.**
 - (2) *Green building materials.* A density bonus of 25 percent may be applied to the overall residential component if the applicant utilizes a minimum of three green building methods as identified by the Green Building Alliance or LEED or site components that promote energy efficiency, and which reduce surface water run-off. This would include, but not be limited to:
 - a. Green roof components.
 - b. Roof mounted solar panels.
 - c. Cool roofing materials.
 - d. Energy efficient windows.
 - e. Rain gardens or bio-swales.
 - f. Geothermal.
 - g. Permeable pavement.
 - h. Native planting.
 - i. Stormwater planters.
 - j. Parking lot run-off landscaping.
 - (3) *Calculation of density bonuses.*
 - a. Density bonuses are applied to the maximum **permitted** residential density.
 - b. A density bonus is rounded up on the half, 0.5, unit, or above.
 - c. Density bonuses authorized under this section may be combined; however, the maximum total density bonus shall not exceed:**
 - 1. Fifty-five (55) percent for residential-only developments; or**
 - 2. Seventy-five (75) percent for mixed-use developments that include a residential component.**
 - c. **A structured parking bonus and a green building materials bonus may be combined for a maximum 75 percent increase to the maximum residential density; density bonus limits established in subsection (c) above.**

(Ord. No. 08-2019, § I, 6-3-2019; Ord. No. 12-2020, § I, 12-7-2020; Ord. No. 05-2021, § I, 5-3-2021; Ord. No. 06-2023, § I, 7-10-2023)

Sec. 201-23. BH Buford Highway.

- (a) *BH purpose.* The Buford Highway district is intended to encourage the redevelopment of Buford Highway in conformance with the vision for the corridor in the city's comprehensive plan and the Buford Highway Master Plan as a mixed-use and multimodal corridor. The district utilizes design standards and land use controls that will provide the necessary transition from the industrial and commercial character into the historic areas of the city, while maintaining opportunity for growth and economic vibrancy. To this end, in order to promote the vision of the city, any multifamily project within the district shall present, for administrative approval by the Mayor and Council at a regularly scheduled meeting, a plan for the mix of uses proposed for any site before moving beyond preliminary design review and approval of staff and the Architectural Review Board.
- (b) *BH lot development standards.*

Lot dimensions	
Minimum lot area	None
Minimum lot width	None
Minimum lot frontage	None (subject to DOT approval)
Maximum residential density	
Townhouse	15 dua
Multi-family residence	35 dua
Minimum setbacks	
<i>Principal building</i>	
Front (from right-of-way)	No minimum, with 20' maximum
Side	20' if abutting residential
Rear	40' if abutting residential
<i>Accessory building</i>	
From principal structure	Per Fire Marshall's office
Front	NA
Side	NA
Rear	40' if abutting residential
Maximum Height	
Principal	See the appropriate comprehensive plan character area narrative 35' if abutting single-family residential zoning districts Six (6) stories if abutting other districts
Accessory	20' 12'
Maximum impervious surface coverage	90%

Note: Maximum multi-family density as allowed in the comprehensive plan character area.

- (c) *BH supplemental regulations.*
- (1) Accessory use standards—see chapter 200, article II, supplemental and accessory use standards.
 - (2) Landscape and buffering—see chapter 200, article V, tree conservation, buffers, and landscaping.
 - (3) Parking and loading—see chapter 200, article III, parking and loading requirements.

-
- (4) Signs—see chapter 200, article IV, sign regulations.
- (d) *BH permitted uses.* The following uses shall be permitted as of right in this district. Supplemental regulations for uses are in chapter 200, article II, supplemental use standards, as applicable.
- (1) *Residential—household residences.*
- a. Townhouse.
 - b. **Multi-family residential—south of Buford Highway, parcel must have direct frontage on Buford Highway and minimum of two (2) acres. See below under BH special permitted uses, for lots under two (2) acres.**
 - c. **Multi-family residential—not to exceed 350 feet north of the centerline of Buford Highway between Lively Avenue, Magnolia Street, and Holcomb Bridge Road.**
 - d. **Where practical, any project including multi-family residential uses need to be part of an overall mixed use development within the scope of the city's mixed use definition in chapter 100, with the mix of use types approved as enumerated above in subsection (a). Amendments to previously approved mix of use types also require Mayor and Council approval.**
- (2) *Sales and rental of goods, merchandise and equipment.*
- a. Art gallery.
 - b. Retail sales, except automotive related retail sales are not allowed.
 - c. Studio or meeting facility.
- (3) *Services—office, clerical, repair, research and personal not primarily related to the sale of goods or merchandise.*
- a. Banks and financial institutions.
 - b. Business college or business school operated as a business enterprise.
 - c. Day care center.
 - d. Medical or dental office or clinic.
 - e. Personal service.
 - f. Professional service.
 - g. Professional and business office.
- (4) *Recreation, amusement, entertainment.*
- a. Activity conducted entirely within building or substantial structure—theater, bowling alley, skating rink, shooting range, movie theatre, game room, etc.
- (5) *Food and drink.*
- a. Restaurant.
 - b. Brew pubs.
 - c. Microbreweries/microdistilleries—with or without food.
 - d. Catering facilities.
- (6) *Educational, cultural, religious, philanthropic, social or fraternal.*
- a. Places of public assembly.
 - b. Library.

-
- c. Museum.
 - d. Art galleries, art centers and similar uses.
 - e. College, university, community college—including associated facilities such as dorms, offices, athletic fields, etc.
 - (7) *Mixed-use.*
 - a. Mixed-use as defined in chapter 100, article II.
 - (e) *BH special permit uses.* The following uses shall be considered special permit uses in this district. Supplemental regulations for uses are in article II, supplemental use standards, as applicable.
 - (1) *Residential—miscellaneous, lodging, rooms for rent.*
 - a. Hotel.
 - b. Multifamily residential**
 - (2) *Sales and rental of goods, merchandise and equipment.*
 - a. Fuel sales.**
 - ab.** Any retail establishment not specifically permitted, but which is similar to the listed uses, compatible with uses on adjoining property and which meets the intent and purpose of the district.
 - (3) *Services—office, clerical, repair, research and personal—not primarily related to the sale of goods or merchandise.*
 - a. Any service establishment not specifically permitted, but which is similar to the listed uses, compatible with uses on adjoining property and which meets the intent and purpose of the district.
 - (4) *Storage and parking.*
 - a. Automobile parking garage.
 - b. Standalone parking.
 - c. Landscaping services.
 - (5) *Miscellaneous semi-public facilities and utilities.*
 - a. Telecommunications antenna.
 - b. Telecommunications tower.
 - (f) *BH accessory uses.* Supplemental regulations for accessory uses are in chapter 200, article II, supplemental use standards, as applicable.
 - (g) *BH residential density bonus incentive.*
 - (1) *Structured parking.* A density bonus of 40 percent may be applied to the overall residential component if the applicant submits a structured parking plan (garage) that is approved by the Community Development Department, plus:
 - a. Anand additional 10 percent density bonus if providing Electric Vehicle charging stations for five (5) percent% of the parking spaces are provided, with a minimum of five (5) charging stations.**
 - b. Additional five (5) percent density bonus if the development provides bicycle parking/facilities and the development has direct access to a bus route.**

- (2) *Green building materials.* A density bonus of 25 percent may be applied to the overall residential component if the applicant utilizes a minimum of three green building methods as identified by the Green Building Alliance or LEED, or site components that promote energy efficiency, and which reduce surface water run-off. This would include, but not be limited to:
- Green roof components.
 - Roof mounted solar panels.
 - Cool roofing materials.
 - Energy efficient windows.
 - Rain gardens or bio-swales.
 - Geothermal.
 - Permeable pavement.
 - Native planting.
 - Stormwater planters.
 - Parking lot run-off landscaping.
- (3) *Calculation of density bonuses.*
- Density bonuses are applied to the maximum **permitted** residential density.
 - A density bonus is rounded up on the half, 0.5, unit or above.
 - Density bonuses authorized under this section may be combined; however, the maximum total density bonus shall not exceed:**
 - Fifty-five (55) percent for residential-only developments; or**
 - Seventy-five (75) percent for mixed-use developments that include a residential component.**
 - A structured parking bonus and a green building materials bonus may be combined for a maximum 75 percent increase to the maximum residential density density bonus limits established in subsection (c) above.**

(Ord. No. 08-2019, § I, 6-3-2019; Ord. No. 05-2021, § I, 5-3-2021; Ord. No. 08-2022, § I, 8-1-2022)

Sec. 202-2. Supplemental use standards.

(aa) Telecommunications antenna and towers

- (3) *Permitted uses.* New towers shall be allowed only in M1, light industry district, and C2, general business district, **CX community mixed use and BH Buford Highway zoning districts** by special use permit under this section including the procedures set forth in subsection (5), special use permit, and as governed by this UDO.
- (4) *Administrative approvals.* The Community Development Department head may administratively approve the installation of an antenna on any existing tower or structure (such as a building, sign, light pole, water tower, or other freestanding nonresidential structure) whether or not the structure or tower is grandfathered so long as the additional structure adds no more than 20 feet to the height of

the existing tower or structure. This administrative approval process may include any related equipment structures.

(5) *Special use permits.*

a. *General.* The following provisions shall govern the issuance of special use permits:

1. Towers are permitted as of right in the M1 district. A special use permit is required for the installation and construction of a tower or antenna in the C2, CX and BH zoning districts.
2. In granting a special use permit, the Mayor and Council may impose zoning conditions to the extent the Mayor and Council concludes such conditions are necessary to buffer or otherwise minimize any adverse effect of the proposed tower on adjoining properties.
3. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical shall be certified by a licensed professional engineer.

Sec. 202-3. Accessory uses or structures.

(b) *Accessory dwelling unit (ADU).* **Allowed only in Single-Family Residential Zoning Districts.**

- (1) An ADU may be developed in or behind an existing or new main dwelling.
- (2) To keep true to its accessory size, an ADU may not exceed 40 percent of the floor area of the main dwelling.
- (3) An ADU may have up to two bedrooms.
- (4) The owner of the property is required to reside in either the main dwelling or the ADU, **or, required to be currently receiving a homestead on the property or demonstrate that an application has been submitted for the following taxable year, for at least eight months of the year.**
- (5) If detached from the main dwelling, an ADU must be located in the rear yard and have a footprint no greater than 30 percent of the rear yard.
- (6) If the ADU is combined with a garage, the total floor area may be in addition to the square footage of the garage.
- (7) The ADU shall meet all rear and side yard setback requirements **of the principal structure and when detached, be at least 5' away from the principal structure.**
- (8) The ADU shall not be higher than the main dwelling.
- (9) ~~A~~**No** additional parking spaces are required; **however all vehicles must fit in the driveway or garage on site. one (1) parking space for every 750 square feet of heated area.**

(10) Only one ADU per lot.

Sec. 203-9. Minimum number of spaces required.

The following are the minimum number of off-street parking spaces required. For uses not specifically listed, the off-street parking requirements shall be those of the most similar use as determined by the Community Development Director.

Use	Number of parking spaces
Residential	
<i>Household residences</i>	
Single-family detached dwelling	3 per dwelling unit
Duplex dwelling	2 per dwelling unit

Townhouse dwelling	2 per dwelling unit; plus 1 additional space for every 4 dwelling units
Multi-family dwelling	2 per dwelling unit; plus 1 additional space for every 4 dwelling units plus 1 bicycle parking space for every 20 units
Mixed-use dwelling	2 per dwelling unit; plus 1 additional space for every 4 dwelling units plus 1 bicycle parking space for every 20 units
<i>Group, institutional and social service living</i>	
Child care institution, congregate personal care, convalescent, group day care, personal care, nursing homes	1 per 2 residents of design capacity
Membership dwelling (fraternity, etc.)	1 per 2 residents of design capacity
Retirement community	2 per dwelling unit
Rooming and boarding house	1 per guest room
<i>Miscellaneous, lodging, rooms for rent</i>	
Accessory dwelling unit	No additional spaces are required
Bed and breakfast inn	1 per guest room
Hotel or motel (except bed & breakfast inn)	1 per guest room; or 1.5 per guest room if hotel has a restaurant, lounge and/or meeting facilities
Rooming house (e.g. Air BnB, VRBO, HomeAway)	2 per dwelling unit
Commercial and services	
ALL COMMERCIAL/SERVICES EXCEPT AS LISTED BELOW	1 per 400 sf GFA
Adult entertainment	1 per 200 sf GFA
Amusement or recreational attraction	See places of public assembly
Amusement park	1 per 2,000 sf
Amusement/gaming parlor	1 per 400 sf GFA
Animal hospital or veterinarian clinic	1 per 300 sf of GFA
Antique shop	1 per 400 sf GFA
Art gallery	1 per 400 sf GFA
Artist's studio	1 per 200 sf GFA
Automobile rental establishment	1 per 200 sf GFA
Automobile rental establishment trucks or trailers	1 per 400 sf GFA
Banks and financial institutions	1 per 400 sf GFA
Beauty parlor, barber shop, hair salon, or nail salon	1 per 300 sf GFA; or 2 per barber chair, whichever is greater
Bowling alley	4 per bowling alley lane
Building material sales with outdoor storage yards	1 per 2,000 sf GFA of storage area
Business service establishment, miscellaneous	1 per 400 sf GFA
Car wash	1 per 200 sf GFA office space, plus sufficient stacking space for 5 vehicles per bay or per conveyer system
Community garden	None required
Community recreation facility	1 per 400 sf GFA
Convenience food stores with fuel pumps	1 per 300 sf GFA
Convenience food stores without fuel pumps	1 per 250 sf GFA

Crematorium	1 per 400 sf GFA of office space
Dance studios or schools	1 per 50 sf GFA
Day care center	1 per 5 children of design capacity
Department store	1 per 800 sf GFA
Doctor, dentist or chiropractor office	1 per 200 sf GFA
Dry cleaning, pick-up and delivery stations	1 per 400 sf GFA
Emission inspection station	1 per 100 sf GFA
Equipment rental	1 per 400 sf GFA
Places of public assembly (churches, event facility	1 per 150 sf GFA in largest assembly room
Farm (heavy) equipment, mobile home, recreational vehicles and equipment sales and service	2 per 1,000 sf of indoor sales area plus 1 for each 2,500 sf outdoor sales area plus 2 each service bay
Food catering service	1 per 400 sf of GFA
Funeral home	1 per 75 sf GFA used for assembly
Furniture rental or sales	1 per 500 sf GFA
Health club or spa	1 per 150 sf GFA
Indoor flea market	1 per 300 sf GFA
Instruction of fine arts	1 per 200 sf GFA
Instructional dance studio	1 per 100 sf GFA
Junk and salvage yards	1 per 200 sf GFA of office space
Landscaping services	Minimum of 5 spaces
Laundries and dry cleaning establishments, including self-service	1 per 400 sf GFA
Lockbox retailer	1 per 20 lockboxes
Medical or dental clinic, massage therapist	1 per 300 sf of GFA
Microbrewery	1 per 150 sf GFA of customer gathering space
Mixed uses	Total of all uses, less 25%
Motion picture theater	See places of public assembly
Motor vehicle repair shop	2 per service bay; plus 1 per 200 sf GFA of customer waiting space
Motor vehicle (auto) sales and rental	2 per 1,000 sf of indoor sales area; plus 1 for each 2,500 sf outdoor sales area; plus 2 each service bay
Motor vehicle sales and service: trucks & heavy equip.	2 per 1,000 sf of indoor sales area; plus 1 for each 2,500 sf outdoor sales area; plus 2 each service bay
Motor vehicle service and fuel station	2 per service bay plus 1 for every 200 sf GFA retail space
Offices, professional or business	1 per 400 sf of GFA
Office/showroom facility	1 per 800 sf GFA
Open air market and outdoor flea market	1 per 2,500 sf of outdoor sales area
Outdoor theater	1 per 3 seats in a fixed seating facility; or 1 per 250 sf of lawn area
Personal services	1 per 300 sf of GFA
Photocopying and reproduction services	1 per 400 sf GFA
Photography shops and studio	1 per 50 sf GFA
Plant nursery sales/garden supply center	1 per 500 sf GFA

Plumbing, electrical, pool and home building supply showrooms and sales centers	1 per 2,000 sf indoor GFA
Pool hall or billiard hall	1 per 300 sf GFA
Professional and business offices	1 per 400 sf GFA
Professional services	1 per 400 sf GFA
Radio, recording or television broadcast station-studio	1 per 400 sf GFA
Recreation, amusement, entertainment facility	See places of public assembly
Restaurant (not fast food)	1 per 100 sf GFA
Restaurant, fast food, drive-in and drive-thru	1 per 75 sf GFA
Social services, other (not listed)	1 per 200 sf GFA; plus 1 per 4 beds of design capacity
Sporting goods	1 per 500 sf GFA
Tattoo and/or body piercing establishments	1 per 300 sf of GFA
Telephone marketing (telemarketing) enterprises	1 per 300 sf GFA
Toy store, children's hobby shop	1 per 400 sf GFA
Temporary structures used in connection with the construction of permanent buildings or for a non-reoccurring purpose	4 per office
Window tinting or stereo installation not associated with auto repair	1 per 400 sf GFA
Manufacturing, wholesale and warehousing	
ALL MANUFACTURING, WHOLESALE AND WAREHOUSING EXCEPT AS LISTED BELOW	1 per 1,000 sf GFA
Baking plant	1 per 1,000 sf GFA
Building materials or other outdoor storage yards	1 per 2,000 sf GFA of storage area
Cold storage plant	1 per 2,000 sf GFA
Machine or welding shop	1 per 500 sf GFA
Mini-warehouse	Minimum of 5 spaces
Newspaper and printing plant	1 per 1,000 sf GFA
Office distribution warehouse facilities	1 per 1,000 sf GFA
Soft drink bottling and distribution plant	1 per 1,000 sf GFA
Telecommunications antenna or tower	1 per station
Truck terminal	1 per 1,000 sf GFA
Waste treatment and disposal	1 per 250 sf GFA of office space
Wholesale trade/distribution office with showroom	1 per 200 sf GFA area devoted to sale or display plus 1 space per 300 sf GFA area devoted to office plus one space per 2,000 sf GFA for storage
Wholesale warehouse	1 per 2,000 sf GFA
Public or semi-public	
ALL PUBLIC OR SEMI-PUBLIC USES EXCEPT AS LISTED BELOW	1 per 400 sf GFA
Government offices and emergency services	1 per 400 sf GFA
Hospital	1 per bed of design capacity
Library	1 per 400 sf GFA
Museum	1 per 500 sf GFA

Places of public assembly (places of worship, event centers, church schools recreational facilities, movie theaters, and training centers)	1 per 150 sf GFA
School (technical, vocational, college, university, or community college)	20 per classroom
School (kindergarten, elementary and secondary)	2 per classroom for kindergarten, elementary and junior high school
School (high school)	6 per classroom for high school
Utility transmission, generation and monitoring facility	1 per 400 sf GFA; or 1 per location where no office is present
Wastewater treatment facility including sewage lagoon	1 per 250 sf GFA of office space
Transportation	
Automobile parking lot or garage	None required
Bus station or terminal	1 per 200 sf GFA of terminal building
Taxi cab or limousine services	1 per 400 sf GFA of office space

(Ord. No. 08-2019, § I, 6-3-2019)

Sec. 407-4. - Applicability criteria for stormwater management standards.

This article applies to the following activities:

- (1) New development that creates or adds 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of one acre of land or greater. **If the development adds between 1,000 2,500 square feet and 5,000 square feet, then only runoff reduction and water quality as per code section 407-6(4) is required and sections 407-6(5) thru (9) shall not apply;**
- (2) Redevelopment (excluding routine maintenance and exterior remodeling) that creates, adds, or replaces 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of one acre or more;
- (3) New development and redevelopment if:
 - a. Such new development or redevelopment is part of a subdivision or other common plan of development; and
 - b. The sum of all associated impervious surface area or land disturbing activities that are being developed as part of such subdivision or other common plan of development meets or exceeds the threshold in **(a)(1)** and **(b)(2)** above;
- (4) Any commercial or industrial new development or redevelopment, regardless of size, that is a hotspot land use as defined in this ordinance; and
- (5) Linear transportation projects that exceed the threshold in **subsections** (1) or (2) above;

Sec. 407-5. - Exemptions from stormwater management standards.

(Supp. No. 42)

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This article does not apply to the following activities:

- (1) Land disturbing activity conducted by local, state, authority, or federal agencies, solely to respond to an emergency need to protect life, limb, or property or conduct emergency repairs;
- (2) Land disturbing activity that consists solely of cutting a trench for utility work and related pavement replacement;
- (3) Land disturbing activity conducted by local, state, authority, or federal agencies, whose sole purpose is to implement stormwater management or environmental restoration;
- (4) Repairs to any stormwater management system deemed necessary by the administrator;
- (5) Agricultural practices as described in O.C.G.A. § 12-7-17(5) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in [subsections (1) or (2) above]; **Sec.407-4 (1) or (2);**
- (6) Silvicultural land management activities as described in O.C.G.A. 12-7-17(6) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in [subsections (1) or (2) above]; and **Sec.407-4 (1) or (2);**
- (7) Installations or modifications to existing structures solely to implement Americans with Disabilities Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits; **and**
- (8) Linear transportation projects being constructed by City of Norcross, Gwinnett County, and Georgia Department of transportation to the extent the administrator determines that the stormwater management standards may be infeasible to apply, all or in part, for any portion of the linear transportation project. For this exemption to apply, an infeasibility report shall first be submitted to the administrator that contains adequate documentation to support the evaluation for the applicable portion(s) and any resulting infeasibility determination, if any, by the administrator.**

Planning and Zoning Board Recommended Amendment

Ordinance TEXT2026-001

An Amendment to the City Code of Ordinance

Chapter and Purpose: Subpart B Unified Development Ordinance, Section as noted.

Enacting Clause; The Mayor and City Council of the City of Norcross, Georgia hereby ordains that the adopted Code of Ordinances is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that all following provisions shall become and be made part of the Code of the City of Norcross.

1. Amendment to edit the language as noted on the attached, to add those items shown as underlined and highlighted, and delete those items shown as red strikethrough, any items completely deleted are reserved. For purposes of defined items, new definitions are added where they fit alphabetically within the existing defined terms section.

Sec. 102-2. Defined terms.

The following words, terms and phrases, when used in this UDO, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Note that for flood-plain management, specific definitions exist in chapter 400 article IV which only relate to items applicable to that section.

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Secondary conservation areas mean areas that are desirable to be included in conservation space, but which may or may not be suitable to be permanently protected. Examples are pocket parks, neighborhood greens and stormwater management facilities that may revert to a relatively natural state.

Security lighting means any light source used to illuminate a building, structure or property during evening hours that seeks to deter criminal activity.

Sediment means solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, ice or gravity as a product of erosion.

Sedimentation means the process by which eroded material is transported and deposited by the action of water, wind, ice or gravity.

***Service Bay* means the section of a motor vehicle repair facility intended or used for temporary storage of motor vehicles, during repair or service of such vehicles. The total number of service bays shall be the maximum number of motor vehicles that could be serviced and stored within the facility.**

Setback means:

- (1) With respect to a stream, the distance that defines the width of a protective buffer, measured from the boundary of the feature of the landscape (e.g., a wetland or streambank) that the buffer is designed to protect.
- (2) With respect to buildings and structures, the mandatory clear distance between a lot line and a building or structure.

Sign: for all sign related definitions see Section 204-3.

Significant groundwater recharge areas mean areas mapped by the Georgia Department of Natural Resources in Hydrologic Atlas 18, 1989 edition. Mapping of recharge areas is based on outcrop area, lithology (chemical nature and form of the rock), soil type and thickness, slope, density of lithologic contacts, geologic structure, presence of karst topography (sinkholes, caves and fissures associated with limestone and other carbonate rocks), and potentiometric surfaces.

Sec. 201-22. CX community mixed-use.

- (a) *CX purpose.* The CX community mixed-use district is established to provide suitable locations for a compatible mix of residential uses, retail goods and services, office uses, and dedicated open space that serves the needs of the region.
- (b) *CX lot development standards.*

Lot dimensions	
Minimum lot area	None
Minimum lot width	None
Minimum lot frontage	None
Maximum residential density	
Townhouse	15 dua
Multi-family residence	35 dua
Minimum setbacks	
Principal building	
Front (from right-of-way)	40'
Side	0' Required 30' each yard if abutting residential district
Rear	0' Required 40' if abutting residential district
Accessory building	
From principal structure	5'
Front	Not allowed
Side	5' unless abutting a residential district, then 15'
Rear	5' unless abutting a residential district, then 15'
Maximum height	
Principal	See the appropriate comprehensive plan character area 35' if abutting residential 72' if abutting other districts
Accessory	20'
Impervious surface coverage	80%
Note: Maximum multi-family density as allowed in the comprehensive plan character area	

- (c) *CX supplemental regulations.*
- (1) Accessory use standards—see chapter 200, article II, supplemental and accessory use standards.
 - (2) Landscape and buffering—see chapter 200, article V, tree conservation, buffers, and landscaping.
 - (3) Parking and loading—see chapter 200, article III, parking and loading requirements.
 - (4) Signs—see chapter 200, article IV, sign regulations.
- (d) *CX permitted uses.* The following uses shall be permitted as of right in this district. Supplemental regulations for uses are in chapter 200, article II, supplemental use standards, as applicable.

- (1) *Residential—household residence.*
- a. ~~Multi-family residence.~~
 - ab. **Townhouse.**
- (2) *Residential—miscellaneous, lodging, rooms for rent situations.*
- a. Hotel.
- (3) *Sales and rental of goods, merchandise, and equipment.*
- a. Art gallery.
 - b. Equipment rental—no heavy equipment or outdoor storage.
 - c. Plumbing, electrical, pool, and home building supply showrooms and sales centers—no outdoor storage.
 - d. Retail sales.
 - e. Studio or meeting facility.
- (4) *Services—office, clerical, repair, research, and personal not primarily related to the sale of goods or merchandise.*
- a. Banks and financial institutions.
 - b. Building, electrical or plumbing contractors—provided no equipment or materials are stored outside.
 - c. Business college or business school operated as a business enterprise.
 - d. Day care center.
 - e. Funeral home.
 - f. Medical or dental office or clinic.
 - g. Outdoor theater.
 - h. Personal service.
 - i. Professional and business office.
 - j. Professional service.
 - k. Taxi cab or limousine service.
- (5) *Manufacturing, wholesale, and warehousing.*
- a. Radio, recording, or television studio and broadcasting station.
 - b. Wholesale trade/distribution office.
 - c. Logistics.
- (6) *Educational, cultural, religious, philanthropic, social, or fraternal.*
- a. Places of public assembly.
 - b. Private college, university, community college.
 - c. Library, museum, art gallery, art center, and similar uses.
 - d. Private school, trade or vocational school.
 - e. Social, fraternal, clubs, and lodges.

- f. Event facilities.
- (7) *Recreation, amusement, entertainment.*
 - a. Activity conducted entirely within a building or substantial structure (e.g. theater).
 - b. Pool hall or billiard hall—three or more tables.
- (8) *Food and drink.*
 - a. Catering or food preparation businesses.
 - b. Restaurant—with or without drive-in or drive-thru facility.
 - c. Microbreweries/microdistilleries.
 - d. Brew pubs.
- (9) *Storage and parking.*
 - a. Automobile parking garages or parking lots not located on a lot on which there is another principal use to which the parking is related.
- (10) *Services and enterprises related to animals.*
 - a. Veterinarian—including veterinary clinics with no outdoor kennel or boarding.
- (11) *Mixed-use.*
 - a. Mixed-use as defined in chapter 100, article II.
- (e) *CX special permit uses.* The following uses shall be considered special permit uses in this district. Supplemental regulations for uses are in article II, supplemental use standards, as applicable.
 - (1) *Residential—miscellaneous, lodging, rooms for rent situations.*
 - a. Extended stay hotel.
 - b.8 Multifamily residential**
 - (2) *Sales and rental of goods, merchandise, and equipment.*
 - a. Building material sales with outdoor storage.
 - b. Fuel sales.
 - c. Fuel sales when accessory to a permitted retail use.
 - d. Garden supply centers and greenhouses—including outdoor **displaystorage**.
 - e. Similar retail establishment not listed—compatible with uses on adjoining property and which meets the intent and purpose of the district.
 - (3) *Services—office, clerical, repair, research, and personal not related to the sale of goods or merchandise.*
 - a. Hospital, clinic, or other medical treatment facility in excess of 10,000 square feet.
 - b. Tattoo and/or body piercing establishment.
 - c. Similar service establishment not listed—compatible with uses on adjoining property and which meets the intent and purpose of the district.
 - (4) *Manufacturing, wholesale, and warehousing.*
 - a. Wholesale warehouse—no outdoor storage.
 - (5) *Recreation, amusement, entertainment.*
 - a. Activity conducted outside enclosed building or substantial structure (e.g. driving range).

- b. Event hall.
- (6) *Storage and parking.*
 - a. Landscaping services.
- (7) *Miscellaneous public, semi-public facilities, and utilities.*
 - a. Telecommunication antenna.
 - b. Telecommunication tower.
- (f) *CX accessory uses.* Supplemental regulations for accessory uses are in chapter 200, article II, supplemental use standards, as applicable.
- (g) *CX residential density bonus incentive* ***(available in the I-85 activity center character area only).***
 - (1) *Structured parking.* A density bonus of 40 percent may be applied to the overall residential component if the applicant submits a structured parking plan (garage) that is approved by the Community Development Department, plus:
 - a. An additional ten percent density bonus if providing electric vehicle charging stations for five (5) percent of the parking spaces are provided, with a minimum of five (5) charging stations, or:**
 - b. Additional five (5) percent density bonus if the development provides bicycle parking/facilities and the development has direct access to a bus route.**
 - (2) *Green building materials.* A density bonus of 25 percent may be applied to the overall residential component if the applicant utilizes a minimum of three green building methods as identified by the Green Building Alliance or LEED or site components that promote energy efficiency, and which reduce surface water run-off. This would include, but not be limited to:
 - a. Green roof components.
 - b. Roof mounted solar panels.
 - c. Cool roofing materials.
 - d. Energy efficient windows.
 - e. Rain gardens or bio-swales.
 - f. Geothermal.
 - g. Permeable pavement.
 - h. Native planting.
 - i. Stormwater planters.
 - j. Parking lot run-off landscaping.
 - (3) *Calculation of density bonuses.*
 - a. Density bonuses are applied to the maximum **permitted** residential density.
 - b. A density bonus is rounded up on the half, 0.5, unit, or above.
 - c. Density bonuses authorized under this section may be combined; however, the maximum total density bonus shall not exceed:**
 - 1. Fifty-two (52) percent for residential-only developments; or**
 - 2. Seventy-five (75) percent for mixed-use developments that include a residential component.**

- c. **A structured parking bonus and a green building materials bonus may be combined for a maximum 75-percent increase to the maximum residential density; density bonus limits established in subsection (c) above.**

(Ord. No. 08-2019, § I, 6-3-2019; Ord. No. 12-2020, § I, 12-7-2020; Ord. No. 05-2021, § I, 5-3-2021; Ord. No. 06-2023, § I, 7-10-2023)

Sec. 201-23. BH Buford Highway.

- (a) *BH purpose.* The Buford Highway district is intended to encourage the redevelopment of Buford Highway in conformance with the vision for the corridor in the city's comprehensive plan and the Buford Highway Master Plan as a mixed-use and multimodal corridor. The district utilizes design standards and land use controls that will provide the necessary transition from the industrial and commercial character into the historic areas of the city, while maintaining opportunity for growth and economic vibrancy. To this end, in order to promote the vision of the city, any multifamily project within the district shall present, for administrative approval by the Mayor and Council at a regularly scheduled meeting, a plan for the mix of uses proposed for any site before moving beyond preliminary design review and approval of staff and the Architectural Review Board.
- (b) *BH lot development standards.*

Lot dimensions	
Minimum lot area	None
Minimum lot width	None
Minimum lot frontage	None (subject to DOT approval)
Maximum residential density	
Townhouse	15 du
Multi-family residence	35 du
Minimum setbacks	
<i>Principal building</i>	
Front (from right-of-way)	No minimum, with 20' maximum
Side	20' if abutting residential
Rear	40' if abutting residential
<i>Accessory building</i>	
From principal structure	Per Fire Marshall's office
Front	NA
Side	NA
Rear	40' if abutting residential
Maximum Height	
Principal	See the appropriate comprehensive plan character area narrative 35' if abutting residential 72' if abutting other districts
Accessory	20' 12'
Maximum impervious surface coverage	90%

Note: Maximum multi-family density as allowed in the comprehensive plan character area.

- (c) *BH supplemental regulations.*
- (1) Accessory use standards—see chapter 200, article II, supplemental and accessory use standards.
 - (2) Landscape and buffering—see chapter 200, article V, tree conservation, buffers, and landscaping.

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- (3) Parking and loading—see chapter 200, article III, parking and loading requirements.
- (4) Signs—see chapter 200, article IV, sign regulations.
- (d) *BH permitted uses.* The following uses shall be permitted as of right in this district. Supplemental regulations for uses are in chapter 200, article II, supplemental use standards, as applicable.
- (1) *Residential—household residences.*
- a. Townhouse.
- b. **Multi-family residential—south of Buford Highway, parcel must have direct frontage on Buford Highway and minimum of two (2) acres. See below under BH special permitted uses, for lots under two (2) acres.**
- c. **Multi-family residential—not to exceed 350 feet north of the centerline of Buford Highway between Lively Avenue, Magnolia Street, and Holcomb Bridge Road.**
- d. **Where practical, any project including multi-family residential uses need to be part of an overall mixed use development within the scope of the city's mixed use definition in chapter 100, with the mix of use types approved as enumerated above in subsection (a). Amendments to previously approved mix of use types also require Mayor and Council approval.**
- (2) *Sales and rental of goods, merchandise and equipment.*
- a. Art gallery.
- b. Retail sales, except automotive related retail sales are not allowed.
- c. Studio or meeting facility.
- (3) *Services—office, clerical, repair, research and personal not primarily related to the sale of goods or merchandise.*
- a. Banks and financial institutions.
- b. Business college or business school operated as a business enterprise.
- c. Day care center.
- d. Medical or dental office or clinic.
- e. Personal service.
- f. Professional service.
- g. Professional and business office.
- (4) *Recreation, amusement, entertainment.*
- a. Activity conducted entirely within building or substantial structure—theater, bowling alley, skating rink, shooting range, movie theatre, game room, etc.
- (5) *Food and drink.*
- a. Restaurant.
- b. Brew pubs.
- c. Microbreweries/microdistilleries—with or without food.
- d. Catering facilities.
- (6) *Educational, cultural, religious, philanthropic, social or fraternal.*
- a. Places of public assembly.

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- b. Library.
 - c. Museum.
 - d. Art galleries, art centers and similar uses.
 - e. College, university, community college—including associated facilities such as dorms, offices, athletic fields, etc.
- (7) *Mixed-use.*
- a. Mixed-use as defined in chapter 100, article II.
- (e) *BH special permit uses.* The following uses shall be considered special permit uses in this district. Supplemental regulations for uses are in article II, supplemental use standards, as applicable.
- (1) *Residential—miscellaneous, lodging, rooms for rent.*
- a. Hotel.
 - b. Multifamily residential**
- (2) *Sales and rental of goods, merchandise and equipment.*
- ~~a. Fuel sales.~~
 - ab.** Any retail establishment not specifically permitted, but which is similar to the listed uses, compatible with uses on adjoining property and which meets the intent and purpose of the district.
- (3) *Services—office, clerical, repair, research and personal—not primarily related to the sale of goods or merchandise.*
- a. Any service establishment not specifically permitted, but which is similar to the listed uses, compatible with uses on adjoining property and which meets the intent and purpose of the district.
- (4) *Storage and parking.*
- a. Automobile parking garage.
 - b. Standalone parking.
 - c. Landscaping services.
- (5) *Miscellaneous semi-public facilities and utilities.*
- a. Telecommunications antenna.
 - b. Telecommunications tower.
- (f) *BH accessory uses.* Supplemental regulations for accessory uses are in chapter 200, article II, supplemental use standards, as applicable.
- (g) *BH residential density bonus incentive.*
- (1) *Structured parking.* A density bonus of 40 percent may be applied to the overall residential component if the applicant submits a structured parking plan (garage) that is approved by the Community Development Department, plus:
- a. Anand additional 10 percent density bonus if providing Electric Vehicle charging stations for five (5) percent% of the parking spaces are provided, with a minimum of five (5) charging stations.**
 - b. Additional five (5) percent density bonus if the development provides bicycle parking/facilities and the development has direct access to a bus route.**

- (2) *Green building materials.* A density bonus of 25 percent may be applied to the overall residential component if the applicant utilizes a minimum of three green building methods as identified by the Green Building Alliance or LEED, or site components that promote energy efficiency, and which reduce surface water run-off. This would include, but not be limited to:
- Green roof components.
 - Roof mounted solar panels.
 - Cool roofing materials.
 - Energy efficient windows.
 - Rain gardens or bio-swales.
 - Geothermal.
 - Permeable pavement.
 - Native planting.
 - Stormwater planters.
 - Parking lot run-off landscaping.
- (3) *Calculation of density bonuses.*
- Density bonuses are applied to the maximum **permitted** residential density.
 - A density bonus is rounded up on the half, 0.5, unit or above.
 - Density bonuses authorized under this section may be combined; however, the maximum total density bonus shall not exceed:**
 - Fifty-two (52) percent for residential-only developments; or**
 - Seventy-five (75) percent for mixed-use developments that include a residential component.**
 - A structured parking bonus and a green building materials bonus may be combined for a maximum 75 percent increase to the maximum residential density density bonus limits established in subsection (c) above.**

(Ord. No. 08-2019, § I, 6-3-2019; Ord. No. 05-2021, § I, 5-3-2021; Ord. No. 08-2022, § I, 8-1-2022)

Sec. 202-2. Supplemental use standards.

(aa) Telecommunications antenna and towers

- (3) *Permitted uses.* New towers shall be allowed only in M1, light industry district, and C2, general business district, **CX community mixed use and BH Buford Highway zoning districts** by special use permit under this section including the procedures set forth in subsection (5), special use permit, and as governed by this UDO.
- (4) *Administrative approvals.* The Community Development Department head may administratively approve the installation of an antenna on any existing tower or structure (such as a building, sign, light pole, water tower, or other freestanding nonresidential structure) whether or not the structure or tower is grandfathered so long as the additional structure adds no more than 20 feet to the height of

the existing tower or structure. This administrative approval process may include any related equipment structures.

(5) *Special use permits.*

a. *General.* The following provisions shall govern the issuance of special use permits:

1. Towers are permitted as of right in the M1 district. A special use permit is required for the installation and construction of a tower or antenna in the C2, CX and BH zoning districts.
2. In granting a special use permit, the Mayor and Council may impose zoning conditions to the extent the Mayor and Council concludes such conditions are necessary to buffer or otherwise minimize any adverse effect of the proposed tower on adjoining properties.
3. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical shall be certified by a licensed professional engineer.

Sec. 202-3. Accessory uses or structures.

(b) *Accessory dwelling unit (ADU).*

- (1) An ADU may be developed in or behind an existing or new main dwelling.
- (2) To keep true to its accessory size, an ADU may not exceed 40 percent of the floor area of the main dwelling.
- (3) An ADU may have up to two bedrooms.
- (4) The owner of the property is required to reside in either the main dwelling or the ADU **for at least eight months of the year.**
- (5) If detached from the main dwelling, an ADU must be located in the rear yard and have a footprint no greater than 30 percent of the rear yard.
- (6) If the ADU is combined with a garage, the total floor area may be in addition to the square footage of the garage.
- (7) The ADU shall meet all rear and side yard setback requirements **of the principal structure and when detached, be at least 5' away from the principal structure.**
- (8) The ADU shall not be higher than the main dwelling.
- (9) No additional parking spaces are required, **however all vehicles must fit in the driveway or garage on site.**
- (10) Only one ADU per lot.**

Sec. 203-9. Minimum number of spaces required.

The following are the minimum number of off-street parking spaces required. For uses not specifically listed, the off-street parking requirements shall be those of the most similar use as determined by the Community Development Director.

Use	Number of parking spaces
Residential	
<i>Household residences</i>	
Single-family detached dwelling	3 per dwelling unit
Duplex dwelling	2 per dwelling unit

Townhouse dwelling	2 per dwelling unit; plus 1 additional space for every 4 dwelling units
Multi-family dwelling	2 per dwelling unit; plus 1 additional space for every 4 dwelling units
Mixed-use dwelling	2 per dwelling unit; plus 1 additional space for every 4 dwelling units
<i>Group, institutional and social service living</i>	
Child care institution, congregate personal care, convalescent, group day care, personal care, nursing homes	1 per 2 residents of design capacity
Membership dwelling (fraternity, etc.)	1 per 2 residents of design capacity
Retirement community	2 per dwelling unit
Rooming and boarding house	1 per guest room
<i>Miscellaneous, lodging, rooms for rent</i>	
Accessory dwelling unit	No additional spaces are required
Bed and breakfast inn	1 per guest room
Hotel or motel (except bed & breakfast inn)	1 per guest room; or 1.5 per guest room if hotel has a restaurant, lounge and/or meeting facilities
Rooming house (e.g. Air BnB, VRBO, HomeAway)	2 per dwelling unit
Commercial and services	
ALL COMMERCIAL/SERVICES EXCEPT AS LISTED BELOW	1 per 400 sf GFA
Adult entertainment	1 per 200 sf GFA
Amusement or recreational attraction	See places of public assembly
Amusement park	1 per 2,000 sf
Amusement/gaming parlor	1 per 400 sf GFA
Animal hospital or veterinarian clinic	1 per 300 sf of GFA
Antique shop	1 per 400 sf GFA
Art gallery	1 per 400 sf GFA
Artist's studio	1 per 200 sf GFA
Automobile rental establishment	1 per 200 sf GFA
Automobile rental establishment trucks or trailers	1 per 400 sf GFA
Banks and financial institutions	1 per 400 sf GFA
Beauty parlor, barber shop, hair salon, or nail salon	1 per 300 sf GFA; or 2 per barber chair, whichever is greater
Bowling alley	4 per bowling alley lane
Building material sales with outdoor storage yards	1 per 2,000 sf GFA of storage area
Business service establishment, miscellaneous	1 per 400 sf GFA
Car wash	1 per 200 sf GFA office space, plus sufficient stacking space for 5 vehicles per bay or per conveyer system
Community garden	None required
Community recreation facility	1 per 400 sf GFA
Convenience food stores with fuel pumps	1 per 300 sf GFA
Convenience food stores without fuel pumps	1 per 250 sf GFA
Crematorium	1 per 400 sf GFA of office space
Dance studios or schools	1 per 50 sf GFA

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Day care center	1 per 5 children of design capacity
Department store	1 per 800 sf GFA
Doctor, dentist or chiropractor office	1 per 200 sf GFA
Dry cleaning, pick-up and delivery stations	1 per 400 sf GFA
Emission inspection station	1 per 100 sf GFA
Equipment rental	1 per 400 sf GFA
Places of public assembly (churches, event facility)	1 per 150 sf GFA in largest assembly room
Farm (heavy) equipment, mobile home, recreational vehicles and equipment sales and service	2 per 1,000 sf of indoor sales area plus 1 for each 2,500 sf outdoor sales area plus 2 each service bay
Food catering service	1 per 400 sf of GFA
Funeral home	1 per 75 sf GFA used for assembly
Furniture rental or sales	1 per 500 sf GFA
Health club or spa	1 per 150 sf GFA
Indoor flea market	1 per 300 sf GFA
Instruction of fine arts	1 per 200 sf GFA
Instructional dance studio	1 per 100 sf GFA
Junk and salvage yards	1 per 200 sf GFA of office space
Landscaping services	Minimum of 5 spaces
Laundries and dry cleaning establishments, including self-service	1 per 400 sf GFA
Lockbox retailer	1 per 20 lockboxes
Medical or dental clinic, massage therapist	1 per 300 sf of GFA
Microbrewery	1 per 150 sf GFA of customer gathering space
Mixed uses	Total of all uses, less 25%
Motion picture theater	See places of public assembly
Motor vehicle repair shop	2 per service bay; plus 1 per 200 sf GFA of customer waiting space
Motor vehicle (auto) sales and rental	2 per 1,000 sf of indoor sales area; plus 1 for each 2,500 sf outdoor sales area; plus 2 each service bay
Motor vehicle sales and service: trucks & heavy equip.	2 per 1,000 sf of indoor sales area; plus 1 for each 2,500 sf outdoor sales area; plus 2 each service bay
Motor vehicle service and fuel station	2 per service bay plus 1 for every 200 sf GFA retail space
Offices, professional or business	1 per 400 sf of GFA
Office/showroom facility	1 per 800 sf GFA
Open air market and outdoor flea market	1 per 2,500 sf of outdoor sales area
Outdoor theater	1 per 3 seats in a fixed seating facility; or 1 per 250 sf of lawn area
Personal services	1 per 300 sf of GFA
Photocopying and reproduction services	1 per 400 sf GFA
Photography shops and studio	1 per 50 sf GFA
Plant nursery sales/garden supply center	1 per 500 sf GFA
Plumbing, electrical, pool and home building supply showrooms and sales centers	1 per 2,000 sf indoor GFA
Pool hall or billiard hall	1 per 300 sf GFA

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Professional and business offices	1 per 400 sf GFA
Professional services	1 per 400 sf GFA
Radio, recording or television broadcast station-studio	1 per 400 sf GFA
Recreation, amusement, entertainment facility	See places of public assembly
Restaurant (not fast food)	1 per 100 sf GFA
Restaurant, fast food, drive-in and drive-thru	1 per 75 sf GFA
Social services, other (not listed)	1 per 200 sf GFA; plus 1 per 4 beds of design capacity
Sporting goods	1 per 500 sf GFA
Tattoo and/or body piercing establishments	1 per 300 sf of GFA
Telephone marketing (telemarketing) enterprises	1 per 300 sf GFA
Toy store, children's hobby shop	1 per 400 sf GFA
Temporary structures used in connection with the construction of permanent buildings or for a non-reoccurring purpose	4 per office
Window tinting or stereo installation not associated with auto repair	1 per 400 sf GFA
Manufacturing, wholesale and warehousing	
ALL MANUFACTURING, WHOLESALE AND WAREHOUSING EXCEPT AS LISTED BELOW	1 per 1,000 sf GFA
Baking plant	1 per 1,000 sf GFA
Building materials or other outdoor storage yards	1 per 2,000 sf GFA of storage area
Cold storage plant	1 per 2,000 sf GFA
Machine or welding shop	1 per 500 sf GFA
Mini-warehouse	Minimum of 5 spaces
Newspaper and printing plant	1 per 1,000 sf GFA
Office distribution warehouse facilities	1 per 1,000 sf GFA
Soft drink bottling and distribution plant	1 per 1,000 sf GFA
Telecommunications antenna or tower	1 per station
Truck terminal	1 per 1,000 sf GFA
Waste treatment and disposal	1 per 250 sf GFA of office space
Wholesale trade/distribution office with showroom	1 per 200 sf GFA area devoted to sale or display plus 1 space per 300 sf GFA area devoted to office plus one space per 2,000 sf GFA for storage
Wholesale warehouse	1 per 2,000 sf GFA
Public or semi-public	
ALL PUBLIC OR SEMI-PUBLIC USES EXCEPT AS LISTED BELOW	1 per 400 sf GFA
Government offices and emergency services	1 per 400 sf GFA
Hospital	1 per bed of design capacity
Library	1 per 400 sf GFA
Museum	1 per 500 sf GFA
Places of public assembly (places of worship, event centers, church schools recreational facilities, movie theaters, and training centers)	1 per 150 sf GFA
School (technical, vocational, college, university, or community college)	20 per classroom

School (kindergarten, elementary and secondary)	2 per classroom for kindergarten, elementary and junior high school
School (high school)	6 per classroom for high school
Utility transmission, generation and monitoring facility	1 per 400 sf GFA; or 1 per location where no office is present
Wastewater treatment facility including sewage lagoon	1 per 250 sf GFA of office space
Transportation	
Automobile parking lot or garage	None required
Bus station or terminal	1 per 200 sf GFA of terminal building
Taxi cab or limousine services	1 per 400 sf GFA of office space

(Ord. No. 08-2019, § I, 6-3-2019)

Sec. 407-4. - Applicability criteria for stormwater management standards.

This article applies to the following activities:

- (1) New development that creates or adds 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of one acre of land or greater. **If the development adds between 1,000 square feet and 5,000 square feet, then only runoff reduction and water quality as per code section 407-6(4) is required and sections 407-6(5) thru (9) shall not apply;**
- (2) Redevelopment (excluding routine maintenance and exterior remodeling) that creates, adds, or replaces 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of one acre or more;
- (3) New development and redevelopment if:
 - a. Such new development or redevelopment is part of a subdivision or other common plan of development; and
 - b. The sum of all associated impervious surface area or land disturbing activities that are being developed as part of such subdivision or other common plan of development meets or exceeds the threshold in **(a)(1)** and **(b)(2)** above;
- (4) Any commercial or industrial new development or redevelopment, regardless of size, that is a hotspot land use as defined in this ordinance; and
- (5) Linear transportation projects that exceed the threshold in **subsections** (1) or (2) above;

Sec. 407-5. - Exemptions from stormwater management standards.

This article does not apply to the following activities:

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- (1) Land disturbing activity conducted by local, state, authority, or federal agencies, solely to respond to an emergency need to protect life, limb, or property or conduct emergency repairs;
- (2) Land disturbing activity that consists solely of cutting a trench for utility work and related pavement replacement;
- (3) Land disturbing activity conducted by local, state, authority, or federal agencies, whose sole purpose is to implement stormwater management or environmental restoration;
- (4) Repairs to any stormwater management system deemed necessary by the administrator;

(5) Agricultural practices as described in O.C.G.A. § 12-7-17(5) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in [subsections (1) or (2) above];

(6) Silvicultural land management activities as described in O.C.G.A. 12-7-17(6) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in [subsections (1) or (2) above]; and

(7) Installations or modifications to existing structures solely to implement Americans with Disabilities Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits.

(Ord. No. [04-2024](#), § I, 11-4-2024)

Planning and Zoning Board Recommended Amendment

Ordinance TEXT2026-001

An Amendment to the City Code of Ordinance

Chapter and Purpose: Subpart B Unified Development Ordinance, Section as noted.

Enacting Clause: The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that all the following provisions shall become and be made part of the Code of the City of Norcross.

1. Amendment to edit the language as noted on the attached, to add those items shown as underlined and highlighted, and delete those items shown as red strikethrough. Any items completely deleted are reserved. For purposes of defined items, new definitions are added where they fit alphabetically within the existing defined terms section.

Sec. 102-2. Defined terms.

The following words, terms, and phrases, when used in this UDO, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Note that for flood-plain management, specific definitions exist in Chapter 400, Article IV, which only relate to items applicable to that section.

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Secondary conservation areas mean areas that are desirable to be included in conservation space, but which may or may not be suitable to be permanently protected. Examples are pocket parks, neighborhood greens and stormwater management facilities that may revert to a relatively natural state.

Security lighting means any light source used to illuminate a building, structure or property during evening hours that seeks to deter criminal activity.

Sediment means solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, ice or gravity as a product of erosion.

Sedimentation means the process by which eroded material is transported and deposited by the action of water, wind, ice or gravity.

Service Bay means the section of a motor vehicle repair facility intended or used for temporary storage of motor vehicles, during repair or service of such vehicles. The total number of service bays shall be the maximum number of motor vehicles that could be serviced and stored within the facility.

Setback means:

- (1) With respect to a stream, the distance that defines the width of a protective buffer, measured from the boundary of the feature of the landscape (e.g., a wetland or streambank) that the buffer is designed to protect.
- (2) With respect to buildings and structures, the mandatory clear distance between a lot line and a building or structure.

Sign: for all sign related definitions see Section 204-3.

Significant groundwater recharge areas mean areas mapped by the Georgia Department of Natural Resources in Hydrologic Atlas 18, 1989 edition. Mapping of recharge areas is based on outcrop area, lithology (chemical nature and form of the rock), soil type and thickness, slope, density of lithologic contacts, geologic

structure, presence of karst topography (sinkholes, caves and fissures associated with limestone and other carbonate rocks), and potentiometric surfaces.

Sec. 201-22. CX community mixed-use.

- (a) *CX purpose.* The CX community mixed-use district is established to provide suitable locations for a compatible mix of residential uses, retail goods and services, office uses, and dedicated open space that serves the needs of the region.
- (b) *CX lot development standards.*

Lot dimensions	
Minimum lot area	None
Minimum lot width	None
Minimum lot frontage	None
Maximum residential density	
Townhouse	15 dua
Multi-family residence	35 dua
Minimum setbacks	
<i>Principal building</i>	
Front (from right-of-way)	40'
Side	0' Required 30' each yard if abutting residential district
Rear	0' Required 40' if abutting residential district
<i>Accessory building</i>	
From principal structure	5'
Front	Not allowed
Side	5' unless abutting a residential district, then 15'
Rear	5' unless abutting a residential district, then 15'
Maximum height	
Principal	35' if abutting single-family residential zoning districts Six (6) stories if abutting other districts
Accessory	20'
Impervious surface coverage	80%

- (c) *CX supplemental regulations.*
- (1) Accessory use standards—see chapter 200, article II, supplemental and accessory use standards.
 - (2) Landscape and buffering—see chapter 200, article V, tree conservation, buffers, and landscaping.
 - (3) Parking and loading—see chapter 200, article III, parking and loading requirements.
 - (4) Signs—see chapter 200, article IV, sign regulations.
- (d) *CX permitted uses.* The following uses shall be permitted as of right in this district. Supplemental regulations for uses are in chapter 200, article II, supplemental use standards, as applicable.
- (1) *Residential—household residence.*
 - a. Townhouse.
 - (2) *Residential—miscellaneous, lodging, rooms for rent situations.*
 - a. Hotel.

- (3) *Sales and rental of goods, merchandise, and equipment.*
 - a. Art gallery.
 - b. Equipment rental—no heavy equipment or outdoor storage.
 - c. Plumbing, electrical, pool, and home building supply showrooms and sales centers—no outdoor storage.
 - d. Retail sales.
 - e. Studio or meeting facility.
- (4) *Services—office, clerical, repair, research, and personal not primarily related to the sale of goods or merchandise.*
 - a. Banks and financial institutions.
 - b. Building, electrical or plumbing contractors—provided no equipment or materials are stored outside.
 - c. Business college or business school operated as a business enterprise.
 - d. Day care center.
 - e. Funeral home.
 - f. Medical or dental office or clinic.
 - g. Outdoor theater.
 - h. Personal service.
 - i. Professional and business office.
 - j. Professional service.
 - k. Taxi cab or limousine service.
- (5) *Manufacturing, wholesale, and warehousing.*
 - a. Radio, recording, or television studio and broadcasting station.
 - b. Wholesale trade/distribution office.
 - c. Logistics.
- (6) *Educational, cultural, religious, philanthropic, social, or fraternal.*
 - a. Places of public assembly.
 - b. Private college, university, community college.
 - c. Library, museum, art gallery, art center, and similar uses.
 - d. Private school, trade or vocational school.
 - e. Social, fraternal, clubs, and lodges.
 - f. Event facilities.
- (7) *Recreation, amusement, entertainment.*
 - a. Activity conducted entirely within a building or substantial structure (e.g. theater).
 - b. Pool hall or billiard hall—three or more tables.
- (8) *Food and drink.*

- a. Catering or food preparation businesses.
 - b. Restaurant—with or without drive-in or drive-thru facility.
 - c. Microbreweries/microdistilleries.
 - d. Brew pubs.
- (9) *Storage and parking.*
 - a. Automobile parking garages or parking lots not located on a lot on which there is another principal use to which the parking is related.
- (10) *Services and enterprises related to animals.*
 - a. Veterinarian—including veterinary clinics with no outdoor kennel or boarding.
- (11) *Mixed-use.*
 - a. Mixed-use as defined in chapter 100, article II.
- (e) *CX special permit uses.* The following uses shall be considered special permit uses in this district. Supplemental regulations for uses are in article II, supplemental use standards, as applicable.
 - (1) *Residential—miscellaneous, lodging, rooms for rent situations.*
 - a. Extended stay hotel.
 - b. Multifamily residential
 - (2) *Sales and rental of goods, merchandise, and equipment.*
 - a. Building material sales with outdoor storage.
 - b. Fuel sales.
 - c. Fuel sales when accessory to a permitted retail use.
 - d. Garden supply centers and greenhouses—including outdoor display.
 - e. Similar retail establishment not listed—compatible with uses on adjoining property and which meets the intent and purpose of the district.
 - (3) *Services—office, clerical, repair, research, and personal not related to the sale of goods or merchandise.*
 - a. Hospital, clinic, or other medical treatment facility in excess of 10,000 square feet.
 - b. Tattoo and/or body piercing establishment.
 - c. Similar service establishment not listed—compatible with uses on adjoining property and which meets the intent and purpose of the district.
 - (4) *Manufacturing, wholesale, and warehousing.*
 - a. Wholesale warehouse—no outdoor storage.
 - (5) *Recreation, amusement, entertainment.*
 - a. Activity conducted outside enclosed building or substantial structure (e.g. driving range).
 - b. Event hall.
 - (6) *Storage and parking.*
 - a. Landscaping services.
 - (7) *Miscellaneous public, semi-public facilities, and utilities.*
 - a. Telecommunication antenna.

- b. Telecommunication tower.
- (f) *CX accessory uses.* Supplemental regulations for accessory uses are in chapter 200, article II, supplemental use standards, as applicable.
- (g) *CX residential density bonus incentive*
 - (1) *Structured parking.* A density bonus of 40 percent may be applied to the overall residential component if the applicant submits a structured parking plan (garage) that is approved by the Community Development Department, plus:
 - a. An additional ten percent density bonus if providing electric vehicle charging stations for five (5) percent of the parking spaces provided, with a minimum of five (5) charging stations, or:
 - (2) *Green building materials.* A density bonus of 25 percent may be applied to the overall residential component if the applicant utilizes a minimum of three green building methods as identified by the Green Building Alliance or LEED or site components that promote energy efficiency, and which reduce surface water run-off. This would include, but not be limited to:
 - a. Green roof components.
 - b. Roof mounted solar panels.
 - c. Cool roofing materials.
 - d. Energy efficient windows.
 - e. Rain gardens or bio-swales.
 - f. Geothermal.
 - g. Permeable pavement.
 - h. Native planting.
 - i. Stormwater planters.
 - j. Parking lot run-off landscaping.
 - (3) *Calculation of density bonuses.*
 - a. Density bonuses are applied to the maximum permitted residential density.
 - b. A density bonus is rounded up on the half, 0.5, unit, or above.
 - c. Density bonuses authorized under this section may be combined; however, the maximum total density bonus shall not exceed:
 - 1. Fifty-five (55) percent for residential-only developments; or
 - 2. Seventy-five (75) percent for mixed-use developments that include a residential component.
 - c. A structured parking and a green building materials bonus may be combined for a maximum density bonus limits established in subsection (c) above.

(Ord. No. 08-2019, § I, 6-3-2019; Ord. No. 12-2020, § I, 12-7-2020; Ord. No. 05-2021, § I, 5-3-2021; Ord. No. 06-2023, § I, 7-10-2023)

Sec. 201-23. BH Buford Highway.

- (a) *BH purpose.* The Buford Highway district is intended to encourage the redevelopment of Buford Highway in conformance with the vision for the corridor in the city's comprehensive plan and the Buford Highway Master Plan as a mixed-use and multimodal corridor. The district utilizes design standards and land use controls that will provide the necessary transition from the industrial and commercial character into the

historic areas of the city, while maintaining opportunity for growth and economic vibrancy. To this end, in order to promote the vision of the city, any multifamily project within the district shall present, for administrative approval by the Mayor and Council at a regularly scheduled meeting, a plan for the mix of uses proposed for any site before moving beyond preliminary design review and approval of staff and the Architectural Review Board.

(b) *BH lot development standards.*

Lot dimensions	
Minimum lot area	None
Minimum lot width	None
Minimum lot frontage	None (subject to DOT approval)
Maximum residential density	
Townhouse	15 du
Multi-family residence	35 du
Minimum setbacks	
<i>Principal building</i>	
Front (from right-of-way)	No minimum, with 20' maximum
Side	20' if abutting residential
Rear	40' if abutting residential
<i>Accessory building</i>	
From principal structure	Per Fire Marshall's office
Front	NA
Side	NA
Rear	40' if abutting residential
Maximum Height	
Principal	35' if abutting single-family residential zoning districts Six (6) stories if abutting other districts
Accessory	20'
Maximum impervious surface coverage	90%

(c) *BH supplemental regulations.*

- (1) Accessory use standards—see chapter 200, article II, supplemental and accessory use standards.
- (2) Landscape and buffering—see chapter 200, article V, tree conservation, buffers, and landscaping.
- (3) Parking and loading—see chapter 200, article III, parking and loading requirements.
- (4) Signs—see chapter 200, article IV, sign regulations.

(d) *BH permitted uses.* The following uses shall be permitted as of right in this district. Supplemental regulations for uses are in chapter 200, article II, supplemental use standards, as applicable.

- (1) *Residential—household residences.*
 - a. Townhouse.
- (2) *Sales and rental of goods, merchandise and equipment.*
 - a. Art gallery.
 - b. Retail sales, except automotive related retail sales are not allowed.
 - c. Studio or meeting facility.

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- (3) *Services—office, clerical, repair, research and personal not primarily related to the sale of goods or merchandise.*
- a. Banks and financial institutions.
 - b. Business college or business school operated as a business enterprise.
 - c. Day care center.
 - d. Medical or dental office or clinic.
 - e. Personal service.
 - f. Professional service.
 - g. Professional and business office.
- (4) *Recreation, amusement, entertainment.*
- a. Activity conducted entirely within building or substantial structure—theater, bowling alley, skating rink, shooting range, movie theatre, game room, etc.
- (5) *Food and drink.*
- a. Restaurant.
 - b. Brew pubs.
 - c. Microbreweries/microdistilleries—with or without food.
 - d. Catering facilities.
- (6) *Educational, cultural, religious, philanthropic, social or fraternal.*
- a. Places of public assembly.
 - b. Library.
 - c. Museum.
 - d. Art galleries, art centers and similar uses.
 - e. College, university, community college—including associated facilities such as dorms, offices, athletic fields, etc.
- (7) *Mixed-use.*
- a. Mixed-use as defined in chapter 100, article II.
- (e) *BH special permit uses.* The following uses shall be considered special permit uses in this district. Supplemental regulations for uses are in article II, supplemental use standards, as applicable.
- (1) *Residential—miscellaneous, lodging, rooms for rent.*
- a. Hotel.
 - b. Multifamily residential
- (2) *Sales and rental of goods, merchandise and equipment.*
- a. Any retail establishment not specifically permitted, but which is similar to the listed uses, compatible with uses on adjoining property and which meets the intent and purpose of the district.
- (3) *Services—office, clerical, repair, research and personal—not primarily related to the sale of goods or merchandise.*

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- a. Any service establishment not specifically permitted, but which is similar to the listed uses, compatible with uses on adjoining property and which meets the intent and purpose of the district.
- (4) *Storage and parking.*
- a. Automobile parking garage.
 - b. Standalone parking.
 - c. Landscaping services.
- (5) *Miscellaneous semi-public facilities and utilities.*
- a. Telecommunications antenna.
 - b. Telecommunications tower.
- (f) *BH accessory uses.* Supplemental regulations for accessory uses are in chapter 200, article II, supplemental use standards, as applicable.
- (g) *BH residential density bonus incentive.*
- (1) *Structured parking.* A density bonus of 40 percent may be applied to the overall residential component if the applicant submits a structured parking plan (garage) that is approved by the Community Development Department, plus:
- a. An additional 10 percent density bonus if providing Electric Vehicle charging stations for five (5) percent of the parking spaces are provided, with a minimum of five (5) charging stations.
- (2) *Green building materials.* A density bonus of 25 percent may be applied to the overall residential component if the applicant utilizes a minimum of three green building methods as identified by the Green Building Alliance or LEED, or site components that promote energy efficiency, and which reduce surface water run-off. This would include, but not be limited to:
- a. Green roof components.
 - b. Roof mounted solar panels.
 - c. Cool roofing materials.
 - d. Energy efficient windows.
 - e. Rain gardens or bio-swales.
 - f. Geothermal.
 - g. Permeable pavement.
 - h. Native planting.
 - i. Stormwater planters.
 - j. Parking lot run-off landscaping.
- (3) *Calculation of density bonuses.*
- a. Density bonuses are applied to the maximum permitted residential density.
 - b. A density bonus is rounded up on the half, 0.5, unit or above.
 - c. Density bonuses authorized under this section may be combined; however, the maximum total density bonus shall not exceed:
 - 1. Fifty-five (55) percent for residential-only developments; or

-
2. Seventy-five (75) percent for mixed-use developments that include a residential component.
 - d. A structured parking and a green building materials bonus may be combined for a maximum density bonus limits established in subsection (c) above .

(Ord. No. 08-2019, § I, 6-3-2019; Ord. No. 05-2021, § I, 5-3-2021; Ord. No. 08-2022, § I, 8-1-2022)

Sec. 202-2. Supplemental use standards.

(aa) Telecommunications antenna and towers

- (3) *Permitted uses.* New towers shall be allowed only in M1, light industry district, and C2, general business district, CX community mixed use and BH Buford Highway zoning districts by special use permit under this section including the procedures set forth in subsection (5), special use permit, and as governed by this UDO.
- (4) *Administrative approvals.* The Community Development Department head may administratively approve the installation of an antenna on any existing tower or structure (such as a building, sign, light pole, water tower, or other freestanding nonresidential structure) whether or not the structure or tower is grandfathered so long as the additional structure adds no more than 20 feet to the height of the existing tower or structure. This administrative approval process may include any related equipment structures.
- (5) *Special use permits.*
 - a. *General.* The following provisions shall govern the issuance of special use permits:
 1. Towers are permitted as of right in the M1 district. A special use permit is required for the installation and construction of a tower or antenna in the C2, CX and BH zoning districts.
 2. In granting a special use permit, the Mayor and Council may impose zoning conditions to the extent the Mayor and Council concludes such conditions are necessary to buffer or otherwise minimize any adverse effect of the proposed tower on adjoining properties.
 3. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical shall be certified by a licensed professional engineer.

Sec. 202-3. Accessory uses or structures.

(b) Accessory dwelling unit (ADU). Allowed only in Single-Family Residential Zoning Districts.

- (1) An ADU may be developed in or behind an existing or new main dwelling.
- (2) To keep true to its accessory size, an ADU may not exceed 40 percent of the floor area of the main dwelling.
- (3) An ADU may have up to two bedrooms.
- (4) The owner of the property is required to reside in either the main dwelling or the ADU or, required to be currently receiving a homestead on the property or demonstrate that an application has been submitted for the following taxable year.
- (5) If detached from the main dwelling, an ADU must be located in the rear yard and have a footprint no greater than 30 percent of the rear yard.
- (6) If the ADU is combined with a garage, the total floor area may be in addition to the square footage of the garage.
- (7) The ADU shall meet all rear and side yard setback requirements of the principal structure and when detached, be at least 5' away from the principal structure.

- (8) The ADU shall not be higher than the main dwelling.
- (9) No additional parking spaces are required; One (1) parking space for every 750 square feet of heated area.
- (10) Only one ADU per lot.

Sec. 203-9. Minimum number of spaces required.

The following are the minimum number of off-street parking spaces required. For uses not specifically listed, the off-street parking requirements shall be those of the most similar use as determined by the Community Development Director.

Use	Number of parking spaces
Residential	
<i>Household residences</i>	
Single-family detached dwelling	3 per dwelling unit
Duplex dwelling	2 per dwelling unit
Townhouse dwelling	2 per dwelling unit; plus 1 additional space for every 4 dwelling units
Multi-family dwelling	2 per dwelling unit; plus 1 additional space for every 4 dwelling units
Mixed-use dwelling	2 per dwelling unit; plus 1 additional space for every 4 dwelling units
<i>Group, institutional and social service living</i>	
Child care institution, congregate personal care, convalescent, group day care, personal care, nursing homes	1 per 2 residents of design capacity
Membership dwelling (fraternity, etc.)	1 per 2 residents of design capacity
Retirement community	2 per dwelling unit
Rooming and boarding house	1 per guest room
<i>Miscellaneous, lodging, rooms for rent</i>	
Accessory dwelling unit	No additional spaces are required
Bed and breakfast inn	1 per guest room
Hotel or motel (except bed & breakfast inn)	1 per guest room; or 1.5 per guest room if hotel has a restaurant, lounge and/or meeting facilities
Rooming house (e.g. Air BnB, VRBO, HomeAway)	2 per dwelling unit
Commercial and services	
ALL COMMERCIAL/SERVICES EXCEPT AS LISTED BELOW	1 per 400 sf GFA
Adult entertainment	1 per 200 sf GFA
Amusement or recreational attraction	See places of public assembly
Amusement park	1 per 2,000 sf
Amusement/gaming parlor	1 per 400 sf GFA
Animal hospital or veterinarian clinic	1 per 300 sf of GFA
Antique shop	1 per 400 sf GFA
Art gallery	1 per 400 sf GFA
Artist's studio	1 per 200 sf GFA

Automobile rental establishment	1 per 200 sf GFA
Automobile rental establishment trucks or trailers	1 per 400 sf GFA
Banks and financial institutions	1 per 400 sf GFA
Beauty parlor, barber shop, hair salon, or nail salon	1 per 300 sf GFA; or 2 per barber chair, whichever is greater
Bowling alley	4 per bowling alley lane
Building material sales with outdoor storage yards	1 per 2,000 sf GFA of storage area
Business service establishment, miscellaneous	1 per 400 sf GFA
Car wash	1 per 200 sf GFA office space, plus sufficient stacking space for 5 vehicles per bay or per conveyer system
Community garden	None required
Community recreation facility	1 per 400 sf GFA
Convenience food stores with fuel pumps	1 per 300 sf GFA
Convenience food stores without fuel pumps	1 per 250 sf GFA
Crematorium	1 per 400 sf GFA of office space
Dance studios or schools	1 per 50 sf GFA
Day care center	1 per 5 children of design capacity
Department store	1 per 800 sf GFA
Doctor, dentist or chiropractor office	1 per 200 sf GFA
Dry cleaning, pick-up and delivery stations	1 per 400 sf GFA
Emission inspection station	1 per 100 sf GFA
Equipment rental	1 per 400 sf GFA
Places of public assembly (churches, event facility	1 per 150 sf GFA in largest assembly room
Farm (heavy) equipment, mobile home, recreational vehicles and equipment sales and service	2 per 1,000 sf of indoor sales area plus 1 for each 2,500 sf outdoor sales area plus 2 each service bay
Food catering service	1 per 400 sf of GFA
Funeral home	1 per 75 sf GFA used for assembly
Furniture rental or sales	1 per 500 sf GFA
Health club or spa	1 per 150 sf GFA
Indoor flea market	1 per 300 sf GFA
Instruction of fine arts	1 per 200 sf GFA
Instructional dance studio	1 per 100 sf GFA
Junk and salvage yards	1 per 200 sf GFA of office space
Landscaping services	Minimum of 5 spaces
Laundries and dry cleaning establishments, including self-service	1 per 400 sf GFA
Lockbox retailer	1 per 20 lockboxes
Medical or dental clinic, massage therapist	1 per 300 sf of GFA
Microbrewery	1 per 150 sf GFA of customer gathering space
Mixed uses	Total of all uses, less 25%
Motion picture theater	See places of public assembly
Motor vehicle repair shop	2 per service bay; plus 1 per 200 sf GFA of customer waiting space
Motor vehicle (auto) sales and rental	2 per 1,000 sf of indoor sales area; plus 1 for each 2,500 sf outdoor sales area; plus 2 each service bay

Motor vehicle sales and service: trucks & heavy equip.	2 per 1,000 sf of indoor sales area; plus 1 for each 2,500 sf outdoor sales area; plus 2 each service bay
Motor vehicle service and fuel station	2 per service bay plus 1 for every 200 sf GFA retail space
Offices, professional or business	1 per 400 sf of GFA
Office/showroom facility	1 per 800 sf GFA
Open air market and outdoor flea market	1 per 2,500 sf of outdoor sales area
Outdoor theater	1 per 3 seats in a fixed seating facility; or 1 per 250 sf of lawn area
Personal services	1 per 300 sf of GFA
Photocopying and reproduction services	1 per 400 sf GFA
Photography shops and studio	1 per 50 sf GFA
Plant nursery sales/garden supply center	1 per 500 sf GFA
Plumbing, electrical, pool and home building supply showrooms and sales centers	1 per 2,000 sf indoor GFA
Pool hall or billiard hall	1 per 300 sf GFA
Professional and business offices	1 per 400 sf GFA
Professional services	1 per 400 sf GFA
Radio, recording or television broadcast station-studio	1 per 400 sf GFA
Recreation, amusement, entertainment facility	See places of public assembly
Restaurant (not fast food)	1 per 100 sf GFA
Restaurant, fast food, drive-in and drive-thru	1 per 75 sf GFA
Social services, other (not listed)	1 per 200 sf GFA; plus 1 per 4 beds of design capacity
Sporting goods	1 per 500 sf GFA
Tattoo and/or body piercing establishments	1 per 300 sf of GFA
Telephone marketing (telemarketing) enterprises	1 per 300 sf GFA
Toy store, children's hobby shop	1 per 400 sf GFA
Temporary structures used in connection with the construction of permanent buildings or for a non- reoccurring purpose	4 per office
Window tinting or stereo installation not associated with auto repair	1 per 400 sf GFA
Manufacturing, wholesale and warehousing	
ALL MANUFACTURING, WHOLESALE AND WAREHOUSING EXCEPT AS LISTED BELOW	1 per 1,000 sf GFA
Baking plant	1 per 1,000 sf GFA
Building materials or other outdoor storage yards	1 per 2,000 sf GFA of storage area
Cold storage plant	1 per 2,000 sf GFA
Machine or welding shop	1 per 500 sf GFA
Mini-warehouse	Minimum of 5 spaces
Newspaper and printing plant	1 per 1,000 sf GFA
Office distribution warehouse facilities	1 per 1,000 sf GFA
Soft drink bottling and distribution plant	1 per 1,000 sf GFA
Telecommunications antenna or tower	1 per station
Truck terminal	1 per 1,000 sf GFA

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Waste treatment and disposal	1 per 250 sf GFA of office space
Wholesale trade/distribution office with showroom	1 per 200 sf GFA area devoted to sale or display plus 1 space per 300 sf GFA area devoted to office plus one space per 2,000 sf GFA for storage
Wholesale warehouse	1 per 2,000 sf GFA
Public or semi-public	
ALL PUBLIC OR SEMI-PUBLIC USES EXCEPT AS LISTED BELOW	1 per 400 sf GFA
Government offices and emergency services	1 per 400 sf GFA
Hospital	1 per bed of design capacity
Library	1 per 400 sf GFA
Museum	1 per 500 sf GFA
Places of public assembly (places of worship, event centers, church schools recreational facilities, movie theaters, and training centers)	1 per 150 sf GFA
School (technical, vocational, college, university, or community college)	20 per classroom
School (kindergarten, elementary and secondary)	2 per classroom for kindergarten, elementary and junior high school
School (high school)	6 per classroom for high school
Utility transmission, generation and monitoring facility	1 per 400 sf GFA; or 1 per location where no office is present
Wastewater treatment facility including sewage lagoon	1 per 250 sf GFA of office space
Transportation	
Automobile parking lot or garage	None required
Bus station or terminal	1 per 200 sf GFA of terminal building
Taxi cab or limousine services	1 per 400 sf GFA of office space

(Ord. No. 08-2019, § I, 6-3-2019)

Sec. 407-4. - Applicability criteria for stormwater management standards.

This article applies to the following activities:

- (1) New development that creates or adds 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of one acre of land or greater. If the development adds between 2,500 square feet and 5,000 square feet, then only runoff reduction and water quality as per code section 407-6(4) is required and sections 407-6(5) thru (9) shall not apply;
- (2) Redevelopment (excluding routine maintenance and exterior remodeling) that creates, adds, or replaces 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of one acre or more;
- (3) New development and redevelopment if:
 - a. Such new development or redevelopment is part of a subdivision or other common plan of development; and

Created: 2025-07-31 10:44:00 [EST]

(Supp. No. 42)

-
- b. The sum of all associated impervious surface area or land disturbing activities that are being developed as part of such subdivision or other common plan of development meets or exceeds the threshold in (1) and (2) above;
- (4) Any commercial or industrial new development or redevelopment, regardless of size, that is a hotspot land use as defined in this ordinance; and
- (5) Linear transportation projects that exceed the threshold in (1) or (2) above;

Sec. 407-5. - Exemptions from stormwater management standards.

This article does not apply to the following activities:

- (1) Land disturbing activity conducted by local, state, authority, or federal agencies, solely to respond to an emergency need to protect life, limb, or property or conduct emergency repairs;
- (2) Land disturbing activity that consists solely of cutting a trench for utility work and related pavement replacement;
- (3) Land disturbing activity conducted by local, state, authority, or federal agencies, whose sole purpose is to implement stormwater management or environmental restoration;
- (4) Repairs to any stormwater management system deemed necessary by the administrator;
- (5) Agricultural practices as described in O.C.G.A. § 12-7-17(5) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in Sec.407-4 (1) or (2);
- (6) Silvicultural land management activities as described in O.C.G.A. 12-7-17(6) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in Sec.407-4 (1) or (2);
- (7) Installations or modifications to existing structures solely to implement Americans with Disabilities Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits; and
- (8) Linear transportation projects being constructed by City of Norcross, Gwinnett County, and Georgia Department of transportation to the extent the administrator determines that the stormwater management standards may be infeasible to apply, all or in part, for any portion of the linear transportation project. For this exemption to apply, an infeasibility report shall first be submitted to the administrator that contains adequate documentation to support the evaluation for the applicable portion(s) and any resulting infeasibility determination, if any, by the administrator.

1. Severability: If the provisions of any section, subsection, paragraph, subdivision or clause of his ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgement shall not affect or invalidate the remainder of any ordinance, section, subsection, paragraph, subdivision or clause of this ordinance.

-
2. Repealer: All ordinances or parts thereof which are in conflict with any provision or any section, subsection, paragraph, subdivision or clause of this ordinance are hereby repealed to the extent of the conflict.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of _____, 2025

Craig Newton, Mayor

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

AGENDA REPORT

To: Mayor and City Council

From: Helen Balch, AICP
Community Development & Planning Director

Meeting Date: February 2, 2026 – Regular Council Meeting (RCM)

Item No.: 2026-32

Title: FP2025-003; 551 Sunset Drive; Roma Fine Homes

CC: Eric Johnson, City Manager
Tracy Rye, AICP, Assistant City Manager

Recommendation

Approve the final plat for 551 Sunset Drive as presented.

Background

Per the Unified Development Ordinance section 104-3 (c) Decision Making Responsibilities, all Final Plat approvals fall under the Quasi-Judicial Action Approval Processes, which must meet the requirements of Section 403-8 Final Plat procedure, and must be reviewed by the Planning & Zoning Board, with the Final Decision made by the Mayor and City Council.

Planning and Zoning Board Recommendation- **Approval of Final Plat**

Financial Impact

N/A

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

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

Attachments

FP2025-003 - Draft Resolution
FP2025-003 Final Plat

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF NORCROSS
APPROVING A FINAL PLAT FOR 551 SUNSET DRIVE**

WHEREAS, A Final Plat entitled “Final Plat for The Levton” for property located at 551 Sunset Drive, consisting of four (4) lots and identified as parcels, R6254 085, R6254 626, R6254 627, and R6254 628 was submitted to the City of Norcross for review; and

WHEREAS, The Final Plat was reviewed by City staff and applicable reviewing agencies and has been found to be in compliance with the City of Norcross Unified Development Ordinance, Subdivision Regulations, and all other applicable laws and regulations; and

WHEREAS, The Planning and Zoning Board, and Mayor and City Council reviewed the Final Plat and recommended approval; and

WHEREAS, The Mayor and Council desire to approve the Final Plat to allow recordation of the plat in the office of the Clerk of Superior Court.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF NORCROSS THAT:

1. The Final Plat entitled “Final Plat for The Levton” dated January 7, 2026, and prepared by G.E.Q Consulting Civil Engineer and Land Surveyor attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.
2. Approval of the Final Plat is contingent upon compliance with all applicable City ordinances, regulations, and conditions of approval associated with the development.
3. The Mayor, City Clerk, and appropriate City staff are hereby authorized to execute the Final Plat and take all actions necessary to allow for its recordation.
4. This Resolution shall become effective immediately upon adoption.

Craig Newton, Mayor

ATTEST:

Monique Philip, City Clerk

SURVEYOR'S CERTIFICATE

As required by subsection (d) of O.C.G.A. Section 16-6-67, this plat has been prepared by a land surveyor. This plat has been approved by all applicable local jurisdictions that require prior approval for recording this type of plat or one or more of the applicable local jurisdictions do not require approval of this type of plat. For any applicable local jurisdiction that requires approval of this type of plat, the names of the individuals signing or approving this plat, the agency or office of that individual, and the date of approval are listed in the approval table shown hereon. For any applicable local jurisdiction that does not require approval of this type of plat, the name of such local jurisdiction and the number of the applicable ordinance or resolution providing that no such approval is required are listed in the approval table shown hereon. Such approvals, affirmations, or ordinance or resolution numbers 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.

Gilbert E. Quinones, P.L.S.
Georgia P.L.S. 2810

REVISION 4 AND 5

THE PURPOSE OF THIS REVISION IS TO ADDRESS GWINNETT COUNTY COMMENTS.

Statement of Private Covenants or Conservation Easements

This property depicted in this plat is not subject to private covenants or conservation easements.

CERTIFICATE OF DEDICATION

State of Georgia
County of Gwinnett

The owner of the land shown on the attached Final Plat (the "Plat") acknowledges that the plat was made from an actual survey, and for value received, the receipt and sufficiency of which are hereby acknowledged, does hereby convey in fee simple to the City of Norcross, Georgia and further dedicates to the use of the public forever all streets and rights-of-way, pedestrian walks, watercourses, drains, easements, or easements and public places shown on the Plat, except those easements designated on this plat as other utility company easements, and except those streets specifically designated on the Plat as private streets.

In consideration of the approval of this Plat and other valuable considerations, the owner do hereby agree to hold the City of Norcross, Georgia, harmless for a five year period from any and all claims, damages or demands arising on account of the design and construction of the improvements shown on the Plat, to include but not be limited to, roads, streets, fills, embankments, ditches, cross drains, culverts, and bridges within the proposed rights-of-way shown, resulting from any and all causes other than by an international or grossly negligent act of the City of Norcross.

And further, the owner warrants that he/she/it owns fee simple title to the property shown on the Plat and agrees that the City of Norcross shall not be liable to the undersigned or subsequent owners in title for a period of five years for any claim of damages resulting from negligence in exercising engineering techniques and due caution in the construction of cross drain extensions, drives, structures or buildings, the changing of courses of streams and rivers, flooding from natural creeks and rivers and any other matter whatsoever on private property. All monetary liability arising from the property shown on the Plat during the term of the five-year hold harmless period specified herein shall be the liability of the owner, or its successors and assigns in interest. I further warrant that I have the right to convey said land according to this plat and do hereby bind myself and the owners subsequent in title to defend the covenants and agreements set out.

IN WITNESS WHEREOF, I have hereunto set by hand affixed my seal this 12/31/2025.

Owner / Developer _____ Date _____
Title _____ (Seal) _____
Notary Public State of Georgia (Seal) _____

GWINNETT HEALTH DEPARTMENT

This property is served by public sewerage and public water systems.

FINAL PLAT ENGINEER'S CERTIFICATE

I hereby certify that this subdivision was constructed in accordance with the construction plans and specifications which were approved by the City of Norcross City Engineer, as well as any approved revisions thereto, and that all applicable engineering requirements of the applicable United Development Ordinance have been fulfilled, except as noted below:

Signature of Engineer of Record _____ 9/11/2025 Date _____
Gilbert E. Quinones, P.E. _____ Ga. P.E. No. 11745

VICINITY MAP

FINAL PLAT
for
THE LEVTON
PARCEL NO.: R6254 085
LAND LOT 254; 6TH LAND DISTRICT
GWINNETT COUNTY, GEORGIA
CITY OF NORCROSS
GWINNETT CASE NUMBER: PLAT2024-00092

LIST OF DRAWINGS

DRAWING NUMBER	TITLE	ISSUE DATE	LAST REVISED DATE
23-076-FP-1	COVER SHEET	01-28-2024	01-07-2026
23-076-FP-2	FINAL PLAT	01-28-2024	01-07-2026

REVISION 3

THE PURPOSE OF THIS REVISION IS TO CHANGE FROM PRIVATE ACCESS TO A PUBLIC RIGHT-OF-WAY AND OBTAIN NEW ADDRESSES AS REQUIRED BY THE CITY OF NORCROSS.

FINAL PLAT SURVEYOR'S CERTIFICATE

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist, and their location, size, type and material are correctly shown. The field data upon which this plat is based has a closure precision of one foot in 68,786 feet and an angular error of 7 seconds per angle point, and was adjusted using compass rule. This plat has been calculated for closure and is found to be accurate within one foot in 142,111 feet, and contains a total of 3.2624 acres. The equipment used to obtain the linear and angular measurements herein was a Geolux Zoom 90 Robotic Total Station Theodolite equipped with an Electronic Data Collector, complemented by GPS technology using the eGPS (RTN) Surveying Network. This plat conforms to all requirements of O.C.G.A. 45-6-67, the Georgia Plat Act, as may be amended, and by the requirement of the City of Norcross UDO.

Gilbert E. Quinones
REGISTERED GEORGIA LAND SURVEYOR
REG NO: 2810; DATE OF EXPIRATION: 12/31/2026

STATEMENTS

- (1) NOTE: City of Norcross assumes no responsibility for overflow or erosion of natural or artificial drains beyond the extent of the street right-of-way, or for the extension of culverts beyond the point shown on the approved and recorded subdivision plat. The City of Norcross does not assume the responsibility for the maintenance of pipes in drainage easements beyond the City right-of-way.
- (2) NOTE: Stream Buffer Easements are to remain in a natural and undisturbed.
- (3) NOTE: Structures are not allowed in drainage easements.

FINAL PLAT APPROVAL

We hereby certify that this Final Plat has been prepared in accordance with the Concept Plan, the approved Preliminary Plat, the approved construction plans, and the other applicable development codes and ordinances, and has been approved by the City of Norcross for recording in the office of the Clerk of the Superior Court of Gwinnett County.

City Engineer _____ Date _____
City Clerk _____ Date _____
Community Development Director _____ Date _____

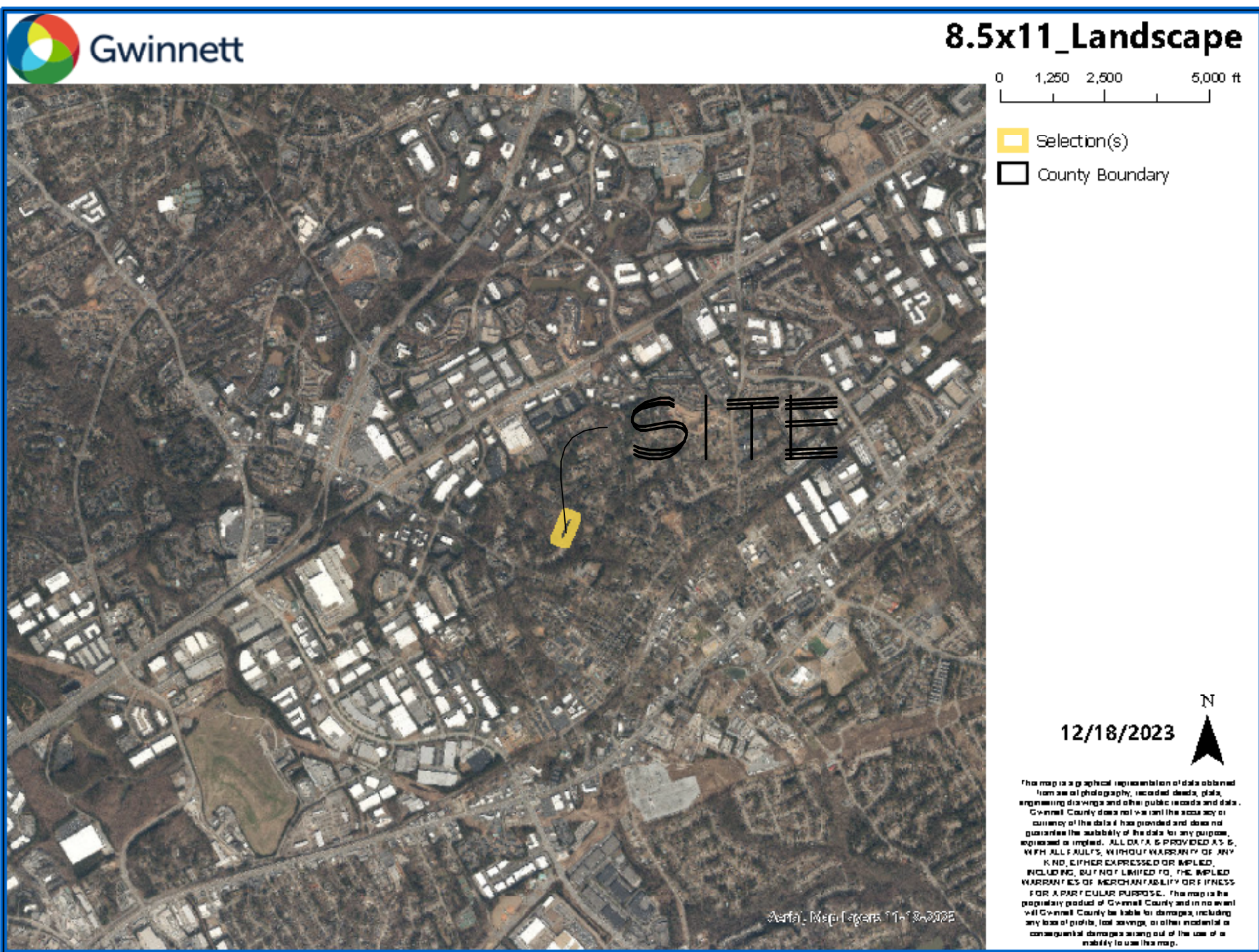
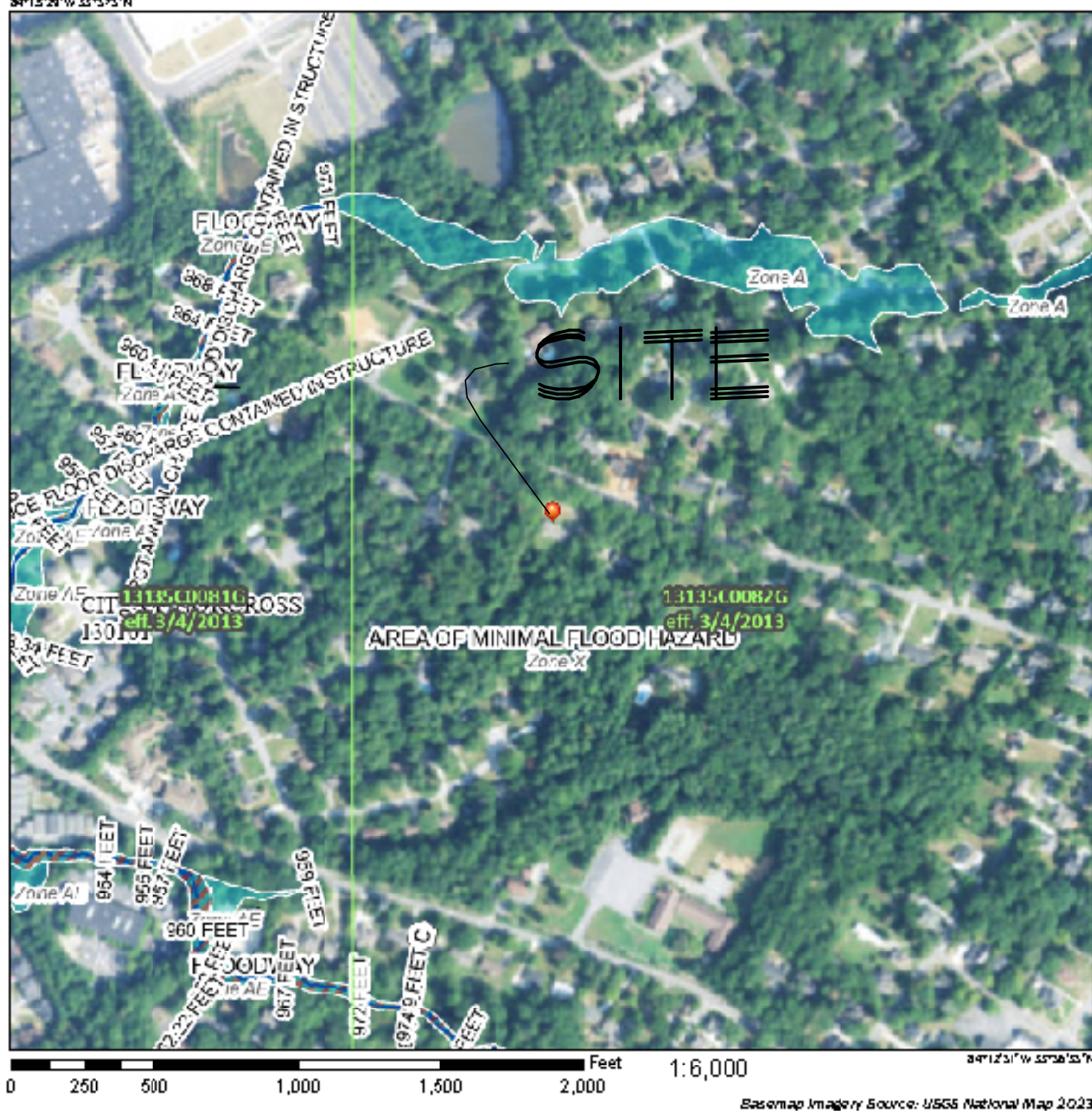
OWNER and SUBDIVIDER

Danil Kabanko
Secretary
NSPG, LLC
47 Perimeter Center east
Suite 530
Atlanta, Georgia 30346
E-Mail: nspg.ga@gmail.com

SURVEYOR

GILBERT E. QUINONES, P.E., P.L.S., CFM
1093 Hannaford Lane
Johns Creek, Georgia 30097
(678) 776-9489
E-Mail: gilbertgeorgiatech@yahoo.com

National Flood Hazard Layer FIRMette



December 5, 2025

Darron Kusman
1915 Airport Road
Suite 2J
Atlanta, GA 30341

RE: ZBA2025-013: 551 Sunset Drive

Dear Applicant,

Your application, **ZBA2025-013**, a request for relief from Chapter 200-Land Use and Zoning, Article 1-Zoning Districts and Use Provisions, Division 2-Single-Family Residential Districts, Section 201-6 (b) R100 lot development standards requesting relief from the minimum front setback requirement has been reviewed by the City of Norcross Planning Staff and heard by the Zoning Board of Appeals on December 4, 2025.

After careful review and consideration, your application was **approved** with the following conditions:

- The variance granted shall be allowed to reduce the front yard setback adjacent to Roma Way from code required 50 feet to 20 feet for Lot 1 and Lot 2 as submitted on the site plan dated 10/17/2025; and
- The variance granted shall be allowed to reduce the front yard setback from code required 50 feet to 40 feet for Lot 4 as submitted on the site plan dated 10/17/2025

Should you apply for a permit for development on this property, this letter shall be submitted along with your application. If you have any questions, contact our office at 678-421-2027.

Sincerely,
LeDarius Scott
LeDarius Scott, Senior Planner
City of Norcross

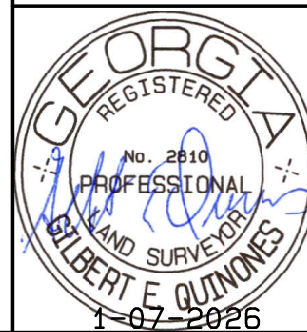
65 Lawrenceville Street, Norcross, Georgia 30071 • www.norcrossga.net
City Hall (770) 448-2122 • Fax (770) 242-0824 • Police Department (770) 448-2111 • Fax (678) 802-6792

CONSULTING
CIVIL ENGINEER
AND
LAND SURVEYOR
1093 Hannaford Lane
Johns Creek, Georgia 30097
(678) 776-9489
E-Mail: gilbertgeorgiatech@yahoo.com

FINAL PLAT
(1 OF 2)

551 SUNSET DRIVE
NORCROSS, GEORGIA 30071

NSPG, LLC
47 Perimeter Center east
Suite 530
Atlanta, Georgia 30346
E-Mail: nspg.ga@gmail.com

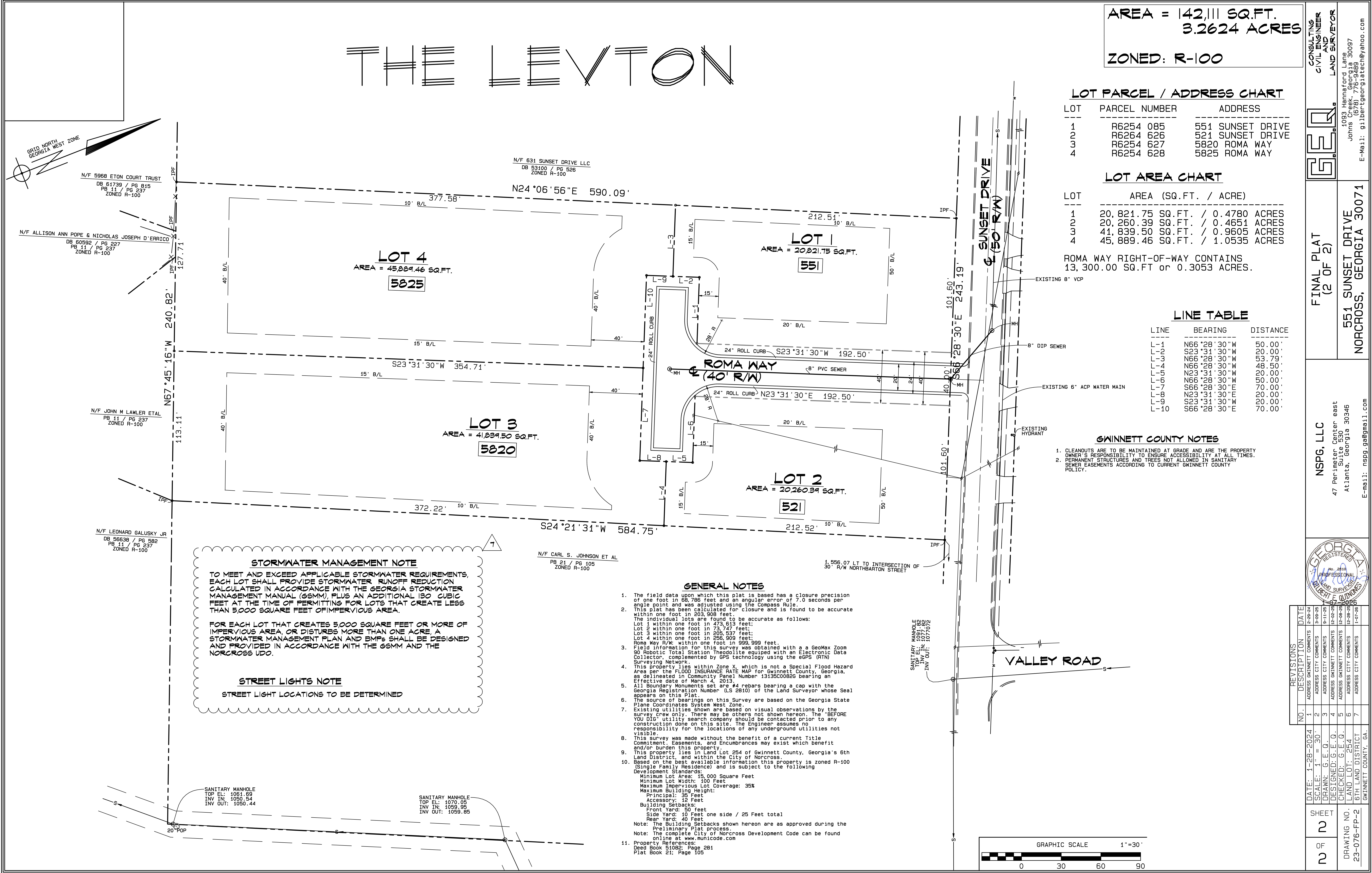


NO.	DESCRIPTION	DATE
1	ADDRESS GWINNETT COMMENTS	4-29-24
2	ADDRESS CITY COMMENTS	3-20-25
3	ADDRESS CITY COMMENTS	9-11-25
4	ADDRESS GWINNETT COMMENTS	12-02-25
5	ADDRESS GWINNETT COMMENTS	12-02-25
6	ADDRESS CITY COMMENTS	12-28-25
7	ADDRESS CITY COMMENTS	1-07-26

DATE: 1-28-2024
SCALE: AS NOTED
DRAWN: G.E.Q.
DESIGNED: G.E.Q.
CHECKED: G.E.Q.
LAND LOT: 254
6TH LAND DISTRICT
GWINNETT COUNTY, GA.

SHEET
1
OF
2

DRAWING NO.
23-076-FP-1



White Squirrels of Norcross: ACORN SALES

Buyer	Phone	Email	Art Title	Material	Unit Price	Qty	Payment Type	Sold By	Total		
Cindy Flynn	678-427-6450	splashfestivals@gmail.com	Acorn Statue	Marble Composite	\$	200.00	1 Check	Liz Simpson	\$	200.00	Previous appropriation approved
Jacques P. Murphy	404-630-4735	jacquespmurphy@me.com	Acorn Decorating	Plaster	\$	30.00	2 Check	Norcross Gallery & Studios	\$	60.00	
Angeli Rey	678-333-8361	angyrey22@gmail.com	Acorn Decorating	Plaster	\$	30.00	1 Cash	Norcross Gallery & Studios	\$	30.00	
Savage Pizza	770-337-4976	mylizsimpson@gmail.com	Acorn Decorating	Plaster	\$	-	1	Liz Simpson (compd for display)	\$	-	
Matthew Whaley	770-461-9905	matthew.whaley@gmail.com	Acorn Decorating	Plaster	\$	30.00	1	Norcross Gallery & Studios-MONEY DUE	\$	-	
Rukwana Aguilar	678-276-9923	ruka708@tasteofbritain.com	Acorn Decorating	Plaster	\$	30.00	1 Cash	Norcross Gallery & Studios	\$	30.00	
Mary Dowdy & Lorraine White	770-316-3482	dowdyone@msn.com	Acorn Decorating	Plaster	\$	30.00	3 Cash	Norcross Gallery & Studios	\$	90.00	
Deb Ulrich	404-375-7569	debulrich57@yahoo.com	Acorn Decorating	Plaster	\$	30.00	1 Cash	Norcross Gallery & Studios	\$	30.00	
Eleanor R Gilchrist			Acorn Decorating	Marble Composite	\$	200.00	1 Check		\$	200.00	

Plaster Acorn Total\$240.00

Marble Acorn Total\$200.00

Finance Department Budget Adjustment Entry

Purpose:	Item #26-XXXX: Accept & Appropriate NPAC Donations
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Effective Date:	1/1/2026
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Description	Account Number	Increase	Decrease
NPAC - Professional Services - Other	100-5.1519.521305	440.00	
NPAC - Donations & Revenue	100-371103		440.00
	Totals	440.00	440.00



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: Jon Robinson, Finance Director

Meeting Date: February 2, 2026 – Regular Council Meeting (RCM)

Item No.: 2026-19

Title: Accept and Appropriate NPAC Donations

CC: Eric Johnson, City Manager

Recommendation

Accept and Appropriate donations totaling \$440.00 to NPAC from Acorn Sales

Background

The White Squirrels of Norcross project is a public art initiative designed to enhance the City's sense of place and cultural identity. The donations received from the sale of Acorns help offset the costs associated with the White Squirrels project.

Financial Impact

The White Squirrels project is fully funded by previous approval of the City Council in the FY2026 budget. Through fundraising efforts, combined with the adopted FY2026 budget, NPAC anticipates being able to support the financing of the projects.

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

1. Continues to define Norcross' sense of place

Attachments

Budget Amendment,
WSN Acorn Sales Spreadsheet

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

AGENDA REPORT

To: Mayor and Council

From: Jon Robinson, Finance Director

Meeting Date: February 2, 2026 – Regular Council Meeting (RCM)

Item No.: 2026-21

Title: Budget Amendment and Appropriation of Funds for the Purchase of the
9 S Peachtree St Property

CC: Eric Johnson, City Manager

Recommendation

Approve and appropriate funding for City's Financing of the DDA's Acquisition of 9 South Peachtree Street

Background

On January 5, 2026, the City Council approved financing for the DDA's acquisition of the property at 9 South Peachtree St. The loan was executed through an intergovernmental agreement, note, and security deed for up to one-million, four thousand dollars (\$1,400,000.00) in a fifteen (15) year note, incurring an interest at per annum rate of 5.0%. The DDA will service the debt payments quarterly, with interest only in Year 1 and principal reduction beginning in Year 2.

Financial Impact

Appropriate from Fund Balance \$1,400,000.00 to the FY26 Adopted budget.

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

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

Attachments

Budget Amendment 1.20.26 9 S Peachtree

Update

Finance Department Budget Adjustment Entry

Purpose:	Item #26-XXXX: Appropriate and Amend FY26 for DDA's financing of the property at 9 S. Peachtree St.
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Effective Date:	1/20/2026
-----------------	-----------

Description	Account Number	Increase/Debit	Decrease/Credit
Budgeted Fund Balance	100-389500	1,400,000	
Loan/Note Receivable - 9 S Peachtree Street DDA	100-112802		1,400,000
	Totals	1,400,000	1,400,000



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

AGENDA REPORT

To: Mayor and Council

From: Len Housley, Director of Public Works

Meeting Date: February 2, 2026 – Regular Council Meeting (RCM)

Item No.: 2026-24

Title: Award of Contract for On-Call Stormwater Relining and Repair

CC: Eric Johnson, City Manager

Recommendation

Approve contract between the City of Norcross and Southern Premier Contractors, Inc. for on-call stormwater relining and repair services.

Background

The City of Norcross Public Works Department issued a Request for Qualifications to select one vendor to perform stormwater pipe relining and repairs for the City on an on-call basis. The contract term will be for one year with the option to renew the contract up to 3 years. The selected vendor will work under the direction of the Public Works department to complete approved projects.

RFQ submissions were due on Wednesday, January 14, 2026. An evaluation committee comprised of City employees evaluated all responsive proposals that met the minimum technical requirements, using the following criteria:

- Experience & Qualifications (35)
- References (20)

Cost proposals (worth up to 45 points) were evaluated separately based on a shortlist of frequently used task sections. Final scores were calculated based on a combination of the technical proposal scores and the cost proposal score. Southern Premier Contractors, Inc. received the highest total score and is recommended for the contract award. An evaluation summary is provided along with a summary of the city's stormwater infrastructure.

Financial Impact

This is a requirements on-call contract. Funding for projects will come from the FY26 Stormwater Fund budget, not to exceed \$1.5 million.

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

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

Attachments

Evaluation Summary – RFQ PW 26-05

CON Agreement – Southern Premier Contractors, Inc.

RFQ PW 26-05 Packet

Norcross Stormwater Pipe Status

Update

Evaluation Summary

RFQ PW 26-05

On-Call CIPP Relining

Average of all evaluators (Figure A)

CRITERIA	THE DICKERSON GROUP	CAJENN CONSTRUCTION & REHAB	INLINER SOLUTIONS, LLC	NGI TRENCHLESS PIPE & SEWER REPAIR INC	NU-PIPE, LLC	SOUTHERN PREMIER CONTRACTORS	MAX POINTS
Experience & Qualifications	33	35	35	25	27	35	35
References	20	15	18	17	11	20	20
<i>Proposal Subtotal (before price)</i>	53	50	53	42	38	55	55
<i>Price Score</i>	38.8	31.3	32.8	19.6	8.2	45.0	45
FINAL SCORE	91.8	81.3	85.8	61.6	46.2	100	100

Cost Proposal Calculation (Figure B)

ITEM	THE DICKERSON GROUP	CAJENN CONSTRUCTION & REHAB	INLINER SOLUTIONS, LLC	NGI TRENCHLESS PIPE & SEWER REPAIR INC	NU-PIPE, LLC	SOUTHERN PREMIER CONTRACTORS	LOWEST PRICE & MAX POINTS
Sum of Average of all tasks*	\$ 4,448.10	\$ 5,514.93	\$ 5,261.93	\$ 8,806.59	\$ 21,024.07	\$ 3,833.19	\$ 3,833.19
Cost proposal score	38.8	31.3	32.8	19.6	8.2	45	45

**Averages were calculated based on costs provided for 7 frequently used task sections.*



City of Norcross
Department of Public Works

REQUEST FOR STATEMENT OF QUALIFICATIONS
ON-CALL CIPP RELINING SERVICES
RFQ PW 26-05

City of Norcross

Department of Public Works

REQUEST FOR STATEMENT OF QUALIFICATIONS ON-CALL CIPP RELINING SERVICES RFQ PW 26-05

INTRODUCTION & OVERVIEW:

The City of Norcross is seeking a qualified contractor to CIPP relining services, on an on-call basis. There is no guaranteed minimum contract value associated with this contract. The City intends to award this work to a single contractor who will work under the direction of the Public Works Department. The term of the contract shall be one year with renewal up to 3 years.

The statement of qualifications package should be clearly marked “**RFQ PW 26-05 – ON-CALL CIPP RELINING SERVICES**” on its face and submitted by **11:00 a.m. on January 7, 2026**, to the address below. Please submit two printed copies and one electronic copy (USB) of your RFQ package to:

City of Norcross Public Works Department
345 Lively Avenue
Norcross, GA 30071
RFQ PW 26-05 – ON-CALL CIPP RELINING SERVICES
Attn: Charlene Marsh, Capital Projects Manager

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 December 31, 2025**

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!

RFP/RFQ CHECKLIST

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

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

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

1.0 INTRODUCTION

1.1 PURPOSE OF PROCUREMENT

The City of Norcross is seeking a qualified contractor to perform cured-in-place-pipe relining services, on an on-call basis. There is no guaranteed minimum contract value associated with this contract. The term of the contract shall be one (1) year. The City intends to award this work to a single contractor who will work under the direction of the Public Works Department.

1.2 SCOPE OF WORK

Services anticipated under the resulting contract include rehabilitation of pipes using the cured-in-place pipe (CIPP) method following the accompanying specifications. Spray lining will be allowed for 36-inch diameter or higher. The project scope includes relining, pipe cleaning, CCTV, and mobilization. Project-specific plans and dimensions will be provided prior to each project. Project costs will be determined using the pricing sheet. All work shall be in accordance with current GDOT Standards.

1.3 SPECIFICATIONS

The product and installation methods shall comply with ASTM F1216 (Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube), or ASTM F1743 (Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe) and other relevant standards. Additionally, the product shall meet all relevant specifications and possess the necessary certifications to ensure compliance with industry standards and regulatory requirements.

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
2. Question
Citation of relevant section of the RFQ

1.6 PROPOSAL SUBMISSION INSTRUCTIONS

A complete submission includes the following components:

1. Cover Letter
2. Statement of Qualifications and Equipment (Appendix D)

- a. About the Firm
 - b. Experience
 - c. Approach
3. References (Appendix B)
4. Sealed Cost Proposal (Appendix C) – **must be submitted in a separate envelope**
5. Acknowledgement of Addenda (Appendix E)
6. Bid Bond
7. Certificate of Liability Insurance
8. E-Verify Contractor and SAVE affidavits (attached as separate documents)

1.7 EVALUATION CRITERIA

An evaluation committee will review and evaluate the proposals according to the criteria listed below. Proposals not meeting the minimum technical requirements and those who are non-responsive will not be considered. The City may request short-listed proposers to meet with the City's Evaluation Committee for evaluation purposes if deemed necessary.

Evaluation Criteria	Max Score
Experience & Qualifications	35
References	20
Cost Proposal	45
Total	100

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.
- 2.1.4 During the term of the Agreement, Contractor shall, as its sole expense, secure and maintain in-force policies of insurance of the following types:
 1. Workers' compensation coverage in accordance with the statutory requirements of

the jurisdiction in which Services are to be performed.

2. Employer's liability insurance with a minimum of \$250,000.

3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined at least \$1,000,000 aggregate.

4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least \$1,000,000 per occurrence.

2.1.5 Contractor shall furnish Client Certificates of Insurance evidencing the insurance coverages required. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this agreement, the issuing company will endeavor to mail thirty (30) days' written notice to Client.

2.2 GUARANTEE TO ACCOMPANY BID

2.2.1 Submissions must be accompanied by an acceptable bid bond in an amount no less than \$30,000. **Failure to submit a bid bond will be a cause for rejection.**

2.3 AUTHORITY TO SIGN

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

2.4 RIGHTS RESERVED

2.4.1 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.

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

2.5 AWARD OF CONTRACT

2.5.1 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.

2.5.2 Upon award of contract, if the task order agreement is greater than \$30,000, a contract performance and a payment bond, each equal to 100% of the contract amount must be provided by the selected vendor by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher.

2.5.3 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.

- 2.5.4** 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.

2.6 PRODUCTION REQUIREMENTS

- 2.6.1** 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.

2.7 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.7.1** As concrete services are required, a request for a quote will be sent to the contractor or contractors' designee for that job assignment. The successful contractor will be required to submit a new quote based on that job assignment each time
- 2.7.2** 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 contract executed. The invoice shall be directed to **Donald Maxwell, Streets & Stormwater Superintendent at donald.maxwell@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.

- 2.7.3** 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. At the discretion of the City and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes their work.

2.1 LOCATION & SITES

- 2.1.1** All work will be completed within the boundaries of the City of Norcross.
- 2.1.2** The contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications as directed by the Department of Public Works.

2.2 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

- 2.2.1** 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.

2.3 NON-COLLUSION

- 2.3.1** 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.

2.4 MATERIALS

- 2.4.1** 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.
- 2.4.2** 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.

2.5 CONTRACT REQUIREMENTS

- 2.5.1** The successful Vendor is required to do the following within ten (10) days of Notice:
- 2.5.1.1.1** Return to the City contract documents executed by the authorized representative attested by the corporate secretary treasurer.
 - 2.5.1.1.2** Provide Insurance Certificates as specified in the RFQ documents.
- 2.5.2** 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.
- 2.5.3** Liquidated Damages: In the event of any delay which is not the fault or responsibility of the Contractor or any supplier to the Contractor, the Contractor is entitled to additional days for performance of this Contract. Contractor shall not be entitled to any additional money for any delay which they encounter. The Contractor's sole remedy shall be to obtain an extension of time from the Owner within which this Contract is to be performed. Under no circumstances shall the Contractor be entitled to assert any claim of entitlement against the Owner for actual or consequential damages resulting from delays. In conformity with the "time is of the essence" provisions of this contract, the amount of liquidated damages for this contract shall be in the amount of \$300 per work day for every day the contract is not completed after 90 days from the time of the Notice to Proceed.

2.6 SCHEDULE

- 2.6.1** Schedule: The Vendor shall provide to **Donald Maxwell, Streets & Stormwater Superintendent** at donald.maxwell@norcrossga.net. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents and/or businesses.

APPENDIX A
RFQ PW 26-05
SCHEDULE OF EVENTS

Event:	Date:
Release of RFQ	December 9, 2025, at 11:00 a.m.
Deadline for Written Questions	December 31, 2025, at 5:00 p.m.
Proposals Due	January 7, 2026, at 11:00 a.m.
Proposal Evaluation	On/About January 2026
Contract Award (On/about)	One/About March 2026

APPENDIX B

RFQ PW 26-05

REFERENCES

Please complete attached reference form and provide accurate information for each reference. A minimum of three (3) references is required. 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 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 C
RFQ PW 26-05
COST PROPOSAL

Please submit the attached unit pricing sheet in a *sealed envelope*.
Project costs will be determined using the pricing sheet provided by the
successful bidder.

CURED IN PLACE PIPE LINER (CIPP) 12 FT OR LESS DEPTH (INCLUDES PRE AND POST CCTV)	UNIT	COST
15 Inch Pipe 7.5 MM	LF	\$
18 Inch Pipe 9.0 MM	LF	\$
21 Inch Pipe 9.0 MM	LF	\$
24 Inch Pipe 11.0 MM	LF	\$
30 Inch Pipe 13.5 MM	LF	\$
36 Inch Pipe 16.5MM	LF	\$
42 Inch Pipe 19.5 MM	LF	\$
48 Inch Pipe 22.5 MM	LF	\$
54 Inch Pipe 25.5 MM	LF	\$
60 Inch Pipe 28.5 MM	LF	\$
66 Inch Pipe 31.5 MM	LF	\$
Additional Cost Per 1.5 MM Thickness- 15 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness - 18 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness - 21 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness -24 Inch Pipe	LF	\$
Additional Cost Per1.5 MM Thickness- 30 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness- 36 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness - 42 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness - 48 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness - 54 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness - 60 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness - 66 Inch Pipe	LF	\$
INVERSION SETUP	UNIT	COST
15 Inch to 42 Inch	Each	\$
42 Inch to 66 Inch	Each	\$
SPIN CAST/GEOPOLIMER LINING	UNIT	COST
36 Inch Cent. Spin Cast Lining	LF	\$
42 Inch Cent. Spin Cast Lining	LF	\$
48 Inch Cent. Spin Cast lining	LF	\$
54 Inch Cent. Spin Cast Lining	LF	\$
60 Inch Cent. Spin Cast Lining	LF	\$
66 Inch Cent Spin Cast Lining	LF	\$

STORM LINE CLEANING MORE THAN 25% FULL	UNIT	COST
15 Inch Pipe	LF	\$
18 Inch Pipe	LF	\$
21 Inch Pipe	LF	\$
24 Inch Pipe	LF	\$
30 Inch Pipe	LF	\$
36 Inch Pipe	LF	\$
42 Inch Pipe	LF	\$
48 Inch Pipe	LF	\$
54 Inch Pipe	LF	\$
60 Inch Pipe	LF	\$
66 Inch Pipe	LF	\$
STORM LINE CLEANING LESS THAN 25% FULL	UNIT	COST
15 Inch Pipe	LF	\$
21 Inch Pipe	LF	\$
24 Inch Pipe	LF	\$
30 Inch Pipe	LF	\$
36 Inch Pipe	LF	\$
42 Inch Pipe	LF	\$
48 Inch Pipe	LF	\$
54 Inch Pipe	LF	\$
60 Inch Pipe	LF	\$
66 Inch Pipe	LF	\$
SPECIALITY STORM LINE CLEANING (APPLICABLE TO HEAVY ROOTS, LARGE ROCKS, LARGE DEBRIS)	UNIT	COST
15 Inch to 36 Inch Pipe	LF	\$
42 Inch to 66 Inch Pipe	LF	\$
INTERNAL POINT REPAIRS (INCLUDING CUTTING, TRIMMING, JACKING, ETC.)	UNIT	COST
15 Inch to 36 Inch	LF	\$
42 Inch to 66 Inch	LF	\$
CONTINUOUS INVERT INTERNAL PIPE POINT REPAIRS	UNIT	COST
18 Inch to 36 Inch	LF	\$
36 Inch to 66 Inch	LF	\$

PIPE REPLACEMENT CORRUGATED ALUMINUM PIPE (INCLUDES EXCAVATION, BACKFILL COMPACTION)	UNIT	COST
15 Inch CMP	LF	\$
18 Inch CMP	LF	\$
21 Inch CMP	LF	\$
24 Inch CMP	LF	\$
30 Inch CMP	LF	\$
36 Inch CMP	LF	\$
42 Inch CMP	LF	\$
48 Inch CMP	LF	\$
54 Inch CMP	LF	\$
60 Inch CMP	LF	\$
66 Inch CMP	LF	\$
PIPE REPLACEMENT - CONCRETE PIPE (RCP) (INCLUDES EXCAVATION, BACKFILL, COMPACTION)	UNIT	COST
15 Inch RCP	LF	\$
18 Inch RCP	LF	\$
21 Inch RCP	LF	\$
24 Inch RCP	LF	\$
30 Inch RCP	LF	\$
36 Inch RCP	LF	\$
42 Inch RCP	LF	\$
48 Inch RCP	LF	\$
54 Inch RCP	LF	\$
60 Inch RCP	LF	\$
66 Inch RCP	LF	\$
PIPE REPLACEMENT (HDPE) INCLUDES EXCAVATION, BACKFILL, COMPACTION	UNIT	COST
15 Inch HDPE	LF	\$
18 Inch HDPE	LF	\$
21 Inch HDPE	LF	\$
30 Inch HDPE	LF	\$
36 Inch HDPE	LF	\$
42 Inch HDPE	LF	\$
48 Inch HDPE	LF	\$
54 Inch HDPE	LF	\$
60 Inch HDPE	LF	\$
66 Inch HDPE	LF	\$

ADDITIONAL DEPTH FOR PIPE REPLACEMENT	UNIT	COST
Invert 8.1 Ft to 12 Ft	LF	\$
Invert Greater than 12 Ft	LF	\$
CATCH BASINS AND MANHOLES	UNIT	COST
4 Ft Dia Brick Catch Basin Manhole GDOT Standards with ring and Cover	VF	\$
5 FT Dia Brick Catch Basin Manhole GDOT Standards with Ring and Cover	VF	\$
6 FT Dia Brick Catch Basin Manhole GDOT Standards With Ring and Cover	VF	\$
4 FT Dia Precast Catch Basin Manhole GDOT Standards with Ring and Cover	VF	\$
5 FT Dia Precast Catch Basin Manhole GDOT Standards with Ring and Cover	VF	\$
6 Ft Dia Precast Catch Basin Manhole GDOT Standards with Ring and Cover	VF	\$
CAST IN PLACE CONCRETE	UNIT	COST
Driveway 4 Inch Concrete (Residential w/ 4 Inch GAB	SY	\$
Driveway 6 Inch Concrete (4 Inch GAB Included)	SY	\$
24-Inch-High Back Curb and Gutter	LF	\$
Sidewalk 4 Ft Wide x 4 Inch Thick	SY	\$
Sidewalk 5 FT wide x 4 Inch Thick	SY	\$
24 Inch Rollback Curb and Gutter	LF	\$
Header Curb	LF	\$
Cast In Place Catch Basin top with Ring and Cover GDOT Standards	Each	\$
Cast in Place Catch Basin Throat GDOT standards	Each	\$
PRECAST HEADWALLS	UNIT	COST
18 Inch HW	Each	\$
24 Inch HW	Each	\$
30 Inch HW	Each	\$
36 Inch HW	Each	\$
42 Inch HW	Each	\$
48 Inch HW	Each	\$
54 Inch HW	Each	\$
60 Inch HW	Each	\$
66 Inch HW	Each	\$

MISCELLANEOUS ITEMS	UNIT	COST
Connect to Existing Structure	Each	\$
Debris Removal Tandem Load	Per Load	\$
Removal of existing Pipes all types and sizes	LF	\$
Removal and replacement of Existing Galvanized chain Link Fence	LF	\$
Removal and replacement of Existing 4 Ft Vinyl Fence	LF	\$
Removal of 6 FT wood Fence	LF	\$
Reset Existing 18 Inch Headwall	Each	\$
Reset Existing 24 Inch Headwall	Each	\$
Reset Existing 30 Inch Headwall	Each	\$
Reset Existing 36 Inch Headwall	Each	\$
Reset Existing 42 Inch Headwall	Each	\$
Reset Existing 48 Inch Headwall	Each	\$
Reset Existing 54 Inch Headwall	Each	\$
Reset Existing 60 Inch Headwall	Each	\$
Reset Existing 66 Inch Headwall	Each	\$
Uncover Buried Manholes Less than 4 Ft	Each	\$
Uncover Buried Manholes 4Ft to 8 FT	Each	\$
Manhole adjustments	VF	\$

EROSION CONTROL	UNIT	COST
Stone Rip Rap Type I In Place	Ton	\$
Stone Rip Rap Type III In Place	Ton	\$
Stone Grouted Rip Rap 12" Installed	SY	\$
Install & Remove Type A Silt Fence	LF	\$
Fleximat Ditch Lining	SY	\$
Install & Remove Type C Silt Fence	LF	\$
Install & Remove Type C Silt Fence - Alternative	LF	\$
Inlet Sediment Traps - Silt Fence Sd2	Each	\$
Inlet Sediment Traps - Silt Fence Sd2-F	Each	\$
Inlet Sediment Traps - Silt Fence Sd2-B	Each	\$
Rock Bags for curb inlet/CB sediment Protection	Each	\$
Install & Remove Orange Tree Save Fence	LF	\$
Gabion Structures (GDOT Section 626 & 809)	SF	\$
Permanent Soil Reinf Mat Installed	SY	\$
Organic Material Fiber Blanket Installed	SY	\$
Seed & Straw (Permanent Grassing)	SY	\$
Seed & Straw (Temporary Grassing)	SY	\$
Sodding Complete-Fescue	SY	\$
Sodding Complete-Bermuda	SY	\$
Sodding Complete-Zoyzia	SY	\$
Sodding Complete-Centipede	SY	\$
Topsoil Complete	CY	\$
Pine Straw	Each	\$
<i>Straw Mulch</i>	SY	\$
EARTHWORK AND GRADING	UNIT	COST
Channel Excavation	CY	\$
Clear and Grubbing	SY	\$
Finish Grading	SY	\$
Haul In Structural Fill Material	CY	\$
Haul Off Soil Material	CY	\$
ROCK	UNIT	COST
57 Stone	Ton	\$
Gab Crush and run	Ton	\$
Number 3 stone	Ton	\$
MOBILIZATION AND MINOR TRAFFIC CONTROL	UNIT	COST
Per 10 Line Project	Each	\$

APPENDIX D

RFQ PW 26-05

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. Organizational chart
- e. With what bank do you do business?

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. Resumes for key personnel
- 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. List your major equipment available for this contract.
- p. List any subcontractors whom you would expect to use for the contract.

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) for which prices have been set. The price or prices offered herein shall apply for the period stated in the 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. We certify that our firm has sufficient bonding capacity to provide a payment and/or performance bond for total cost of work. 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 _____

Phone Number _____ Email Address _____

APPENDIX E
RFQ PW 26-05
CIPP RELINING SPECIFICATIONS

**TECHNICAL SPECIFICATIONS
CURED-IN-PLACE PIPE (CIPP) FOR MAINLINE RENEWAL**

PART 1 - PRODUCTS

1.1 GENERAL

It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the fluid (water/air) used for the inflation to a sufficient enough level for the initiators in the resin to effect a reaction. The finished pipe shall be such that when the thermosetting resin cures, the total wall thickness shall be a homogeneous and monolithic felt and resin composite matrix, chemically resistant to withstand internal exposure to domestic sewage or stormwater.

1.2 QUALIFICATIONS

Since sewer products are intended to have a 50-year design life, and in order to minimize the Owner's risk, only proven products with substantial successful installations and experience will be approved.

In order for the CIPP product and Installation Contractor to be deemed commercially acceptable and approved for this project, they must meet the following criteria:

A. CIPP Product

1. The CIPP product must have been installed in a minimum of 5,000,000 linear feet or 4,000 manhole to manhole line sections of successful wastewater collection systems in North America and must be documented to the satisfaction of the Owner.
2. The CIPP product shall comply with the latest versions of ASTM F1216 or ASTM F1743, including appendices.
3. For the CIPP to be considered Commercially Proven, it shall have been successfully in service in an application similar to this project for a minimum of 10 years and documented to the satisfaction of the Owner.
4. The lining tube manufacturer shall operate under a quality management system that is third party certified to ISO 9001 or other internationally recognized organization standards. Proof of certification shall be submitted with the Contractor's bid and required for approval.
5. Third-party test results supporting the structural properties and long-term performance of the CIPP product shall be submitted for approval, and such data shall be satisfactory to the Owner. No CIPP product will be approved without independent third party testing verification.

B. Installation Contractor

1. The Installation Contractor shall be certified by the CIPP product manufacturer to have had at least 5 years active experience in the installation of the proposed CIPP product.
2. The Installation Contractor shall satisfy all insurance, financial and bonding requirements of the Owner, and shall have installed within the United States a minimum of 1,000,000 lineal feet of the same CIPP product being represented by the bidder.
3. The Installation Contractor superintendent(s) designated for the project shall have installed a minimum of 100,000 lineal feet and shall have 5 years of installation experience of the same CIPP product being represented by the bidder. This shall be documented to the Owner's satisfaction in the form of a resume of work experience detailing scope of work (linear footage and pipe diameters), location of work, and reference contact information for each project listed.
4. The Installation Contractor shall operate under a quality management system that is third party certified to ISO 9001 or equivalent standards. Proof of certification or quality management system shall be submitted with the Installation Contractor's bid and required for approval.

1.3 STRUCTURAL REQUIREMENTS

- A. Each CIPP shall be designed to withstand internal and/or external loads as dictated by the site and pipe conditions. Unless specified differently by the Owner/Engineer in the contract documents, the design thickness of the CIPP shall be derived at using standard engineering methodology as found in ASTM F1216, Appendix X1. The long-term flexural modulus shall not exceed 50 percent of the short-term value for the CIPP resin system and shall be substantiated through third-party testing. The thickness calculations, signed and sealed by a registered professional engineer, shall be submitted to the Owner prior to CIPP installation.
- B. The layers of the finished CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.
- C. The Enhancement Factor 'K' to be used in the CIPP design shall be assigned a value of 7.
- D. Long-term testing in general accordance with ASTM D2990 must have been performed for flexural creep of the CIPP pipe material to be installed. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (CIPP Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

E. The CIPP shall meet the following minimum strength requirements:

MINIMUM PHYSICAL PROPERTIES				
Property	ASTM Test Method	Polyester System	Filled Polyester System	Vinyl Ester System
Flexural Strength	D790	4,500 psi	4,500 psi	5,000 psi
Flexural Modulus (initial)	D790	250,000 psi	400,000 psi	300,000 psi
Flexural Modulus (50-year)	D790	125,000 psi	200,000 psi	150,000 psi

F. The required CIPP wall thickness shall be based as a minimum on the physical properties in Section 1.3.E above, and in accordance with the design equations in the Appendix X1 of ASTM F1216, and the following design parameters:

Design Safety Factor (typically used value)	=	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design (As determined by long-term tests described in Section 1.3.D and approved by the Owner)	=	50% max
Ovality* (calculated from (X1.1 of ASTM F1216)	=	% ⁽¹⁾
Enhancement Factor, K	=	7.0
Groundwater Depth (above invert of pipe)	=	feet ⁽¹⁾
Soil Depth (above crown of pipe)	=	feet
Soil Modulus (only required for fully deteriorated design conditions)	=	psi ⁽¹⁾
Soil Density (only required for fully deteriorated design conditions)	=	lb/ft ³ (1)
Live Load (only required for fully deteriorated design conditions)	=	e.g. H20 Highway
Design Condition (partially or fully deteriorated)*	=	*

* Based on review of video logs, design conditions of pipeline can be fully or partially deteriorated (See ASTM F1216, Appendix X1). The Owner will be solely responsible for determining pipe conditions and parameters utilized in design.

⁽¹⁾ In the absence of other information and to ensure uniformity in bidding, the following assumptions shall be used: **Ovality** = 2%; **Groundwater Depth** at one half soil depth to invert; **Soil Modulus** = 1000 psi; **Soil Density** = 120 lb/ft³.

1.4 MATERIALS

A. CIPP Tube

1. The CIPP tube shall consist of one or more layers of a flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin, withstanding installation pressures and curing temperatures. The CIPP tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends.
2. The CIPP tube should be fabricated under controlled conditions to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the tube. Maximum stretching allowances shall be as defined in ASTM F1216 or ASTM F1743. The Installation Contractor shall verify the lengths in the field before cutting the liner to length. Continuous individual liners can be made over one or more manhole to manhole sections.

3. The CIPP tube shall be uniform in thickness and when subjected to the installation pressures shall meet or exceed the designed wall thickness.
4. Any plastic film applied to the tube on what will become the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the felt material.
5. At time of manufacture, each lot of CIPP tube shall be inspected and certified to be free of defects. The tube shall be marked for distance at regular intervals along its entire length, not to exceed five feet. Such markings shall also include the CIPP tube Manufacturer's name or identifying symbol.
6. The CIPP tube may be made of single or multiple layer construction where any layer must not be less than 1.5 mm thick. A suitable mechanical strengthener membrane or strip may be placed in between layers where required to control longitudinal stretching.

B. Resin Components

1. The resin system shall be a corrosion resistant polyester or vinyl ester, along with a compatible catalyst system.
2. The resin used shall not contain non-strength enhancing fillers.
3. When combined with the CIPP tube, the resin system shall provide a CIPP that meets the structural requirements of ASTM F1216 or ASTM F1743, the minimum physical properties specified in Section 1.3.E, and those properties which are to be utilized in the design of the lining system for this project.
4. When combined with the CIPP tube, the resin system shall provide a CIPP that complies with the chemical resistance requirements specified in ASTM F1216 or ASTM F1743.

PART 2 - EXECUTION

2.1 GENERAL

- A. The Installation Contractor shall deliver the resin impregnated CIPP tube to the site and provide all equipment required to insert and cure the CIPP within the host pipe. The Installation Contractor shall designate a location where the tube will be vacuum impregnated with the resin prior to installation. If requested by the Owner, the Installation Contractor shall notify the Engineer at least 48 hours prior to wet out to allow the Owner's representative to observe the materials and wet out procedure. All procedures to prepare the CIPP for installation shall be in strict accordance with the Manufacturer's recommendations.
- B. The CIPP shall be vacuum impregnated with resin not more than 120 hours before the time of installation and stored out of direct sunlight at a temperature of less than 70° F.

2.2 NOTIFICATION AND PREPARATION

- A. The Installation Contractor shall notify all residents affected by this construction at least 24 hours prior to any service disruption affecting their service connection. The Installation Contractor shall make every effort to maintain service usage throughout the duration of the project.
- B. The Installation Contractor shall perform cleaning, video, and inspection prior to installation of the CIPP. The Installation Contractor, when required, shall remove all debris from within the pipe that will interfere with the installation of the CIPP. The Owner shall provide a dumpsite for such debris removed during the cleaning operations.
- C. It shall be the responsibility of the Installation Contractor to notify the Owner of line obstructions, offset joints or collapsed pipe that will prevent the insertion of the tube or significantly reduce the capacity of the sewer. The Owner, with input from the Installation Contractor shall determine the method of pipe repair required and shall address these concerns on a case-by-case basis.
- D. Protruding laterals or services shall be trimmed flush with the inside of the main sewer wall prior to installation of the CIPP. Trimming shall not cause damage to the lateral or service beyond the inside face of the main sewer.

2.3 BYPASS PUMPING

- A. The Installation Contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. When possible, the bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The Installation Contractor shall furnish all necessary pumping equipment, conduit, etc. to adequately, safely, and environmentally divert sewage flow around the work.
- B. When requested by the Engineer, the Installation Contractor shall submit a general bypass plan.

2.4 TELEVISION INSPECTION

- A. The Installation Contractor shall provide video equipment capable of properly documenting the conditions as found within the pipe. Lighting for the video camera shall illuminate the entire periphery of the sewer. The camera shall be radial view type capable of viewing 360° within the pipe and shall provide an unobstructed view of the full pipe.
- B. The video shall begin with a clear identification of the pipeline location, upstream and downstream manhole designation, and pipe diameter. The video shall provide an accurate length measurement of the entire segment and of the distance to each lateral connection. The Installation Contractor shall pan all lateral connections on both the pre and post-videos.
- C. Reverse video set-ups shall be utilized when line obstructions prevent full segment televising from the initial set-up direction.
- D. Both a pre-lining and post-lining video shall be submitted to the Owner for approval. The discs shall be clearly and properly labeled.

2.5 INSTALLATION

- A. The CIPP shall be installed in accordance with the practices given in ASTM F1216 (for direct inversion installations) or ASTM F1743 (for pulled-in-place installations). The quantity of resin used for the tube's impregnation shall be sufficient to fill the volume of air voids in the CIPP tube with additional allowances being made for polymerization shrinkage and the loss of any resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used in conjunction with a roller system to achieve a uniform distribution of the resin throughout the CIPP tube.
- B. The resin-impregnated CIPP tube shall be installed into the host pipe by methods specified in ASTM F1216 or ASTM F1743 and proven through previous successful installations. The insertion method shall not cause abrasion or scuffing of the CIPP tube. Hydrostatic or air pressure shall be used to inflate the CIPP tube and mold it against the walls of the host pipe. There will be no use of sewage in place of clean water for insertion of the tube, or for the curing of the liner.
- C. Temperature gauges shall be placed between the CIPP tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

2.6 CURING

- A. After the CIPP tube installation is completed, the Installation Contractor shall supply a suitable heat source and recirculation equipment (if required). The equipment shall be capable of delivering hot water or steam throughout the section to uniformly raise the temperature above the temperature required to affect a cure of the resin.
- B. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat supply (for water cure) and outgoing heat supply (for steam cure). Water or air temperature in the pipe during the cure period shall be as recommended by the resin Manufacturer.
- C. Initial cure shall be deemed to be completed when inspection of the exposed portions of the CIPP appears to be hard and sound and the remote temperature sensor(s) indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin Manufacturer, as modified for the installation process, during which time the recirculation of the heat and/or cycling of the heat exchanger to maintain the temperature is continued.

2.7 COOL DOWN

- A. Cool down may be accomplished by the introduction of cool water or air to replace water or pressurized air being relieved. Care shall be taken in the release of the hydrostatic head so that a vacuum will not be developed.

2.8 FINISH

- A. The finished CIPP shall be continuous over the entire length of an insertion run and be as free as commercially practical from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. The CIPP shall be homogeneous, and free of any leakage from the surrounding ground to the inside of the CIPP.

- B. Where the CIPP is installed through a manhole uninterrupted, the invert shall be maintained smooth within the manhole, with approximately the bottom half of the CIPP continuous through the length of the manhole. The invert of the manhole shall be shaped and grouted as necessary to support the liner. The cost of this work shall be included in the CIPP unit price.
- C. During the warranty period, any defects which will affect the integrity or strength of the CIPP, collect solids, or reduce hydraulic flow capabilities of the product shall be repaired at the Installation Contractor's expense in a manner mutually agreed upon by the Owner and the Installation Contractor.

2.9 REINSTATE LATERALS AND SERVICES

- A. Accurate location of the lateral and service connections shall be made by inspection of the pre-installation videotape or sewer walk.
- B. After the CIPP has been installed, all existing active lateral sewers and services shall be reinstated unless otherwise indicated by the Owner or on the plans. The reinstatement of laterals and services shall be done without excavation unless otherwise specified by the Engineer. Reinstatement of laterals and services will be accomplished from the interior of the CIPP by means of a video camera directed cutting device or by direct man entry when feasible.
- C. All cut lateral and service connections shall be free of burrs, frayed edges, or any restriction preventing free flow of wastewater. Laterals shall be reinstated to a minimum of 90% of their original diameter and no more than 100% of their minimum diameter. The CIPP shall be tightly sealed at the cut openings with no gaps.

2.10 QUALITY ASSURANCE PROCEDURES

- A. For every two thousand five hundred (2,500) lineal feet of CIPP installed, two (2) flat plate samples shall be processed and tested. For pipe diameters less than 18 inches, restrained end samples may also be utilized. The CIPP physical properties shall be tested in accordance with ASTM F1216, Section 8, using either allowed sampling method. The flexural properties must meet or exceed the values listed in Section 1.3.E of this specification and the values submitted to the Owner by the Installation Contractor for this project's CIPP wall design, whichever is greater.
- B. Testing shall be completed by an accredited, independent laboratory. Testing results shall be provided to the Owner within seven (7) days of receipt.
- C. Wall thickness of samples shall be determined in a manner consistent with paragraph 8.1.2 of ASTM D5813. The minimum wall thickness at any point shall not be less than 87.5% of the specified design thickness calculated in Section 1.3.F of this document.
- D. Flexural testing of the collected samples shall be conducted in accordance with ASTM D790, latest version, with only the structural portion of the CIPP being tested.
- E. CIPP installation shall be inspected by post-lining video inspection. Variations from true line and grade may be inherent because of the conditions of the original piping. No infiltration of groundwater should be observed. All service entrances should be unobstructed and accounted for.

PART 3 - PAYMENT

Payment for the work included in this section will be in accordance with the unit prices set forth in the proposal for the quantity of work performed. Progress payments will be made on the work performed during each monthly period.

When not defined, payment shall be broken down as follows:

- A. Mobilization and demobilization shall be paid for as one lump sum amount.
- B. Cleaning shall be paid for per lineal foot of line cleaned. Items for both light and heavy cleaning shall be designated as appropriate.
- C. Protruding laterals shall be paid for per each lateral removed.
- D. CIPP shall be paid per lineal foot of each diameter rehabilitated as measured from center of manhole to center of manhole.
- E. Lateral reinstatement shall be paid per each lateral reinstated.
- F. Bypass pumping shall be paid for as one lump sum and shall include all incidentals required for the bypass efforts.
- G. Traffic control shall be paid as one lump sum and shall include all incidentals required for traffic control.

All other incidental costs such as sample testing shall be included in the cost of these items.

APPENDIX F
RFQ PW 26-05
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
RFQ PW 26-05
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)

_____ Cost Proposal Form (Appendix C)

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

_____ Acknowledgement of Addenda Form (Appendix F)

_____ Bid Bond

_____ Certificate of Liability Insurance

_____ E-Verify Contractor and SAVE affidavits

Mail or deliver to:
City of Norcross Public Works Department
345 Lively Avenue
Norcross, GA 30071
Attn: Charlene Marsh, Procurement and Capital Projects Manager
RFQ PW 26-05 ON-CALL CIPP RELINING SERVICES

BIDDER, in compliance with the Request for Proposals associated with 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: _____

Firm Address: _____

Authorized Representative: _____

Signature: _____

***CONTRACT BETWEEN
SOUTHERN PREMIER CONTRACTORS, INC.
AND
THE CITY OF NORCROSS
FOR ON-CALL CIPP RELINING***

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Agreement for ON-CALL CIPP RELINING

This Agreement, made and executed as of the 3rd day of FEBRUARY, 2026 by and between SOUTHERN PREMIER CONTRACTORS, INC. with a place of business at 146 CHEEK STREET HOMER, GA 30547 (hereinafter called "Contractor") and **the City of Norcross, Georgia**, having its principal place of business at **65 Lawrenceville St., Norcross, Georgia 30071** (hereinafter called "Client"), collectively referred to herein as "Parties", provides as follows:

ARTICLE 1 – GENERAL OBLIGATIONS OF CONTRACTOR

The description of the Client's project (The "Project") and the Scope of Services as they relate to ON-CALL CIPP RELINING (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Contractor on **JANUARY 14, 2026** (the "Proposal"). The Proposal is made a part of this Agreement by reference. The Proposal includes the scope of services which complies with the requirements of the Request for Qualifications (RFQ PW 26-05, ON-CALL CIPP RELINING).

ARTICLE 2 – COMPENSATION

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

ARTICLE 3 – PAYMENTS

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

ARTICLE 4 – PERIOD OF SERVICE

The Contractor shall make reasonable efforts to complete its services for the project within the time period set forth in the RFQ. The agreement shall remain in effect for a period of one (1) year and may be renewed via contract amendment for up to three (3) years.

ARTICLE 5 – CHANGE IN SCOPE OF SERVICES

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

give Client notification of any potential change in price for the Services.

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

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

ARTICLE 6 – STANDARD OF CARE

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

ARTICLE 7 – INDEMNIFICATION

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

ARTICLE 8 – LIMITATION OF LIABILITY

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

ARTICLE 9 – INSURANCE

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

ARTICLE 10 – RELATIONSHIP OF CONTRACTOR TO CLIENT

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

ARTICLE 11 – PERSONNEL

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

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

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

ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

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

ARTICLE 13 – PERMITS AND LICENSES

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

ARTICLE 14 – ADHERENCE TO LAWS

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

ARTICLE 15 – NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

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

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

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

ARTICLE 16 – CERTIFICATION OR CEILING OF INSTRUMENTS OF SERVICE BY PROFESSIONAL CONTRACTOR

All specifications, drawings, and other engineering documents that are prepared by Contractors shall be sealed by a registered Professional Engineer. Such certifications or seals shall be valid for the state in which the specifications, drawings, or other engineering documents are to be used or applied.

ARTICLE 17 – FORCE MAJEURE

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

ARTICLE 18 – PROJECT DELAY

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

ARTICLE 19 – [RESERVED]

ARTICLE 20 – GOVERNING LAW

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

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

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

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

ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS

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

- F. Contractor warrants all work for a period of thirty-six (36) months following completion and shall replace and/or repair any faulty or defective work or material including trees and plant materials.
- G. Contractor has familiarized itself with the nature and extent of the Agreement, work, locality, and with all local conditions and Federal, State, and Local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work. Contractor is aware that it must be licensed to do business in the State of Georgia.
- H. No assignment by Contractor of any rights under or interests in the Agreement will be binding on the other Party hereto without the written consent of the Party sought to be bound.
- I. The Contractor further represents as follows:

ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS

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

To Contractor

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

To Client

Original to: Donald Maxwell

Position: Roads & Stormwater Superintendent

Address: 345 Lively Avenue

Norcross, GA 30071

Copy to: Len Housley

Position: Public Works Director

Address: 345 Lively Avnue

Norcross, GA 30071

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

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

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

Contractor

(Signature)

(Printed name)

(Title)

(DATE)

Client (City of Norcross)

Craig Newton, Mayor
(Signature)

Craig Newton, Mayor
(Printed name)

Attest:

Monique Phillip, City Clerk

(DATE)

(SEAL)

APPENDIX A – SCOPE OF SERVICES FOR ON-CALL CIPP RELINING

**** Appendices A & B are extracted from the firm's proposal***

APPENDIX D

RFQ PW 26-05

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. Organizational chart
- e. With what bank do you do business?

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. Resumes for key personnel
- 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. List your major equipment available for this contract.
- p. List any subcontractors whom you would expect to use for the contract.

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) for which prices have been set. The price or prices offered herein shall apply for the period stated in the 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.

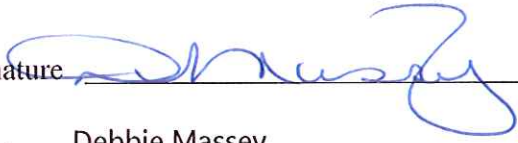
It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this Statement of Qualifications is made in accordance with the provisions of such specifications. By our written signature on this Statement of Qualifications, we guarantee and certify that 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. We certify that our firm has sufficient bonding capacity to provide a payment and/or performance bond for total cost of work. 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 01/12/2026

Print/Type Name Debbie Massey

Print/Type Company Name Here Southern Premier Contractors, Inc.

Phone Number 770-533-0311

Email Address debbie@southernpremiercontractors.com



APPENDIX D

RFQ PW 26-05

STATEMENT OF QUALIFICATIONS & EQUIPMENT

Southern Premier Contractors Inc., has over 20 years of experience in stormwater repair and replacement and serves as a prime contractor for stormwater repair for Gwinnett County, the City of Dunwoody, the City of Duluth and an on-call contractor for Barrow County.

Southern Premier Contractors offers a comprehensive menu of services for municipalities including cleaning, inspection, and repair/replacement of any size storm, sewer, or water line. We offer trenchless stormwater repair with steam, water and UV cured CIPP along with geopolymer spray for larger diameter pipes.

The home office is in Homer GA, and we have two locations in Lawrenceville at 3395 Lawrenceville Hwy and 1355 Capital Circle.

Michael Massey is the president of Southern Premier Contractors. -770-231-6764.

The office number is 770-531-0311.

Website is www.southernpremiercontractors.com

Email addresses:

michael@southernpremiercontractors.com – Michael

debbie@southernpremiercontractors.com – Debbie -Controller

sblackmon@southernpremiercontractors.com – Susan – Officer Manager

spc.ar.ap@gmail.com – Accounts payable and receivables

Southern Premier Contractors, Inc. was founded in 2001 and has a date of authorization of 06/11/2009.

Organizational Chart:

President – Michael Massey

Supervisor – Armando Tinajero

Foreman – Doug Smith

Foreman – Abel Chavez

Foreman – Arturo Morales

Controller – Debbie Massey

Office Manager – Susan Blackmon

Southern Premier Contractor's main financial institution is Truist Bank in Lawrenceville. Mr. Ken Lee is our primary point of contact.

Experience

Southern Premier Contractors, Inc., have successfully completed multiple projects similar in size, scope, and complexity.

Project: 3655 Howell Ferry

Customer: Gwinnett County

Final Cost: \$1,409,000.00

Emergency sinkhole repair, removal, and replacement of 182' stormwater pipe of which 80' was 132" CMP. CIPP lining installation and full site restoration. Sidewalk, asphalt paving, striping, junction box and catch basin replacement.

Project: 3014 Majestic Park Ct

Customer: City of Duluth

Final Cost: \$147,532.30

Remove and replace 168' of 24" RCP, 70' of 4" HDPE. Remove and replace catch basins, curb and gutter. Landscape disturbed areas. Traffic control.

Project: 3928 Sidney Lanier Blvd

Customer: City of Duluth

Final Cost: \$88,905.50

CCTV, internal point repairs and CIPP of 336' of 30" pipe. Remove and replace catch basins, curb and gutter. Landscape disturbed areas. Traffic control.

Project: 2160 Dunwoody Glenn

Customer: City of Dunwoody

Final Cost: \$59,785.47

CCTV, internal point repairs and CIPP 267' of 18" CMP. Remove and replace catch basins, curb and gutter. Landscape disturbed areas. Traffic control.

Project: 75 Langley Drive

Customer: Gwinnett County

Final Cost: \$472,000.00

1623' CCTV and cleaning, CIPP the following: 328' of 18", 419' of 24", 177' of 30" and 699' of 36". Internal point repairs. 462' mortar grout crack/joints.

Contracts on hand:

Gwinnett County on-call stormwater contractor for BL059-24

\$12,500,000.00 annual contract

5-year contract ending in August 2029

City of Duluth on-call stormwater contractor for SW 24-02

\$1,000,000.00-\$4,000,000.00 annual contract

3-year renewable ending in August 2027

City of Dunwoody on-call stormwater contractor

Approximately \$3,000,000.00 annual budget

Resumes attached

Southern Premier Contractors have never failed to complete a project in the time allotment according or defaulted on a contract.

Our key contracts are listed above and are ongoing annual contracts.

Southern Premier Contractor's warranty is 1 year from date of completion.

Our professional liability coverage does not extend past that 1-year date.

Approach:

Equipment:

Volvo L90H Loader

Volvo A25D Dump Truck

Volvo DD30B Compact Roller

Volvo A25G Dump Truck

Volvo A25G Dump Truck

Volvo L90H Wheel Loader

Volvo ECR355E

Volvo A45G Articulating Dump Truck

Volvo A45G Articulating Dump Truck

Wabash 53' enclosed trailer
Wacker RT82 Trench Compactor
Wacker RT82 Trench Compactor
Wacker BS60-4As Rammer
Wacker BS60-4As Rammer
Wacker BS62-4Ab/28 4-Stroke Rammer
Wanco WTSP75-LSA Arrow Board
Wanco WTSP75-LSA Arrow Board
Wolverine 44" mini stump grapple & skidsteer
mount
Wolverine 72"Skid Steer Brush Cutter, drill, tiller
Komatsu PC138USLC-11 Excavator
Komatsu PC138USLC-11 Excavator
Kubota L6060HSTC compact tractor
Kubota LA1055 loader bucket
Land Pride AFM4214 mower
Ford F650 Steam Truck
Ford F550
Peterbilt 579
Peterbilt 579
Kenworth T380 w/ 2023 Rush Steam Gen II
Kenworth
Peterbilt 389X
Isuzu NPR-HD
Isuzu NPR-HD
Multiple trailers, shooters, reefer units, skid
steer, forklifts, and lining equipment

Subcontractors:

Compass Infrastructure Technologies -lining
Dobbs Construction- fencing
Performance Tree Service -tree removal
Dickerson Group -asphalt

DOUGLAS SMITH

PACP/CCTV Supervisor | Southern Premier Contractors, Inc.

1. Company/Firm:

Southern Premier Contractors, Inc.

2. Proposed Role on This Contract:

PACP/CCTV Supervisor

Oversee pipeline inspections, ensuring compliance with NASSCO/PACP standards. Manage crews, coordinate evaluations, and ensure accurate data collection for analysis. Identifying pipeline defects, recommending solutions, and maintaining inspection equipment while enforcing safety protocols.

Makes recommendations of job needs such as when bypass is needed, internal point repairs are required, and structure rehabilitation is necessary.

3. Physical Location & Office Location:

Physical Location: Lawrenceville, GA

Office Location: 3395 Lawrenceville Hwy, Lawrenceville, GA 30044

4. Degree(s), Discipline, Institution, Year Graduated:

1996

5. Total Years of Experience & Years with Firm:

Total Industry Experience: 25

Years with Firm: 15

6. Percent Availability for This Contract:

100% availability.

7. Representative Projects & Relevant Experience:

Doug will be one of the first representatives from Southern Premier Contractors, Inc. to visit each project.

He will evaluate the job, CCTV and clean it if requested and make recommendations. Relaying that information professionally to the office and the crew is pivotal in our

successful relationships with customer such at Gwinnett County, City of Dunwoody and the City of Duluth.

Municipalities regularly contact Doug directly for information related to their projects. He is not only a supervisor, but he also serves as an excellent point of contact for technical information regarding the infrastructure.

8. Professional Registrations & Certifications:

Doug has over 25 years of experience in the infrastructure rehab business.

NASSCO/PACP certification

9. Relevant information:

Doug often is the first representative on the project, so his insight is critical to our planning and implementation of each job. His recommendations prove accurate, and the customers and crews rely on his assessment daily.

Doug takes his time and accurately and methodically records every inch of the infrastructure prior to repair. This provides us with the information needed to accurately order the exact amount of CIPP or CPP needed for each pipe which translates to savings to our customers. His initial assessment of the job helps to prioritize the jobs status as it relates to public safety and customer importance.

Upon job completion Doug will return and perform his final inspection and CCTV making sure the liner or CPP has been successfully installed and recording his data for customer review.

DEBBIE MASSEY

Controller | Southern Premier Contractors, Inc.

1. Company/Firm:

Southern Premier Contractors, Inc.

2. Proposed Role on This Contract:

Controller and Quality Control

3. Physical Location & Office Location:

Physical Location: Homer, GA

Office Location: 3395 Lawrenceville Hwy, Lawrenceville, GA 30044

4. Degree(s), Discipline, Institution, Year Graduated:

1991 associate's degree in business

Business owner for 30 years

Controller at Southern Premier Contractors for 5 years

Owner of Compass Infrastructure Technologies, Inc.

5. Total Years of Experience & Years with Firm:

Total Industry Experience: 14

Years with Firm: 5

6. Percent Availability for This Contract:

100% availability.

7. Representative Projects & Relevant Experience:

Debbie has a high level of experience in job evaluations, estimating, ordering, and billing. Customers can expect to receive prompt estimates, regular updates and accurate invoices. With years of experience operating heavy equipment and working in the office, Debbie brings a skillset that combines the labor and the clerical aspects of each project together. Understanding each of those facets proves vital in providing our customers with reliable information.

8. Professional Registrations & Certifications:

NASSCO certified

WOB

CDL w/ hazmat

Private Pilot for helicopter

9. Relevant information:

Responsible for driver compliance, insurance compliance, OSHA compliance, drug free workplace, and many other regulatory requirements.

Successfully managing payroll, billing, AR/AP, audits and day-to-day operations with the help of skilled office staff.

Direct point of contact for customers.

Visiting nearly every job site to get a firsthand look at the customer's needs.

View every CCTV footage to identify internal point repairs needed and accurately order CIPP liners or CPP for each job.

Susan Blackmon
sblackmon@southernpremiercontractors.com

Office Manager
Southern Premier Contractors, Inc.
3395 Lawrenceville Hwy, Lawrenceville, GA 30044
770-533-0311

October 2021 to current

Role: Office Management, accounting with heavy focus on accounts payable, account reconciliations, managing job costs, processing new hires, maintaining DOT and drug free compliance, managing job time entries, and payroll preparation.

Experience: Three years of experience in office management. Over thirty years of experience in accounting, account reconciliation, accounts payable and receivables, managing job costs, and customer billing.

Education: Two years at Georgia State University with focus on accounting and business management

Job duties will include managing job time entries, job cost analysis, accounts payable, HR compliance tasks and drug free compliance. She is available anytime needed during business hours.

ARMANDO TINAJERO

Supervisor and heavy equipment expert (QA) | Southern Premier Contractors, Inc.

1. Company/Firm:

Southern Premier Contractors, Inc.

2. Proposed Role on This Contract:

Supervisor and heavy equipment expert (QA)

Managing field operations, coordinating jobs and assigning responsibilities

3. Physical Location & Office Location:

Physical Location: Homer, GA

Office Location: 3395 Lawrenceville Hwy, Lawrenceville, GA 30044

4. Degree(s), Discipline, Institution, Year Graduated:

2013

5. Total Years of Experience & Years with Firm:

Total Industry Experience: 17

Years with Firm:13

6. Percent Availability for This Contract:

100% availability.

7. Representative Projects & Relevant Experience:

4 examples of recent projects within contracts having similar scopes of work:

421 Beaver Ruin Rd. Supervised from beginning to end the following:

264 tons asphalt paving, 17 yds sidewalk, 100' curb/gutter, 111 yds sodding, 897' storm line cctv and cleaning, 4 inverts, mortar grout, 278 internal point repairs, bypass, 16' drop inlet, 97' of 36" CIPP, 800' CCP of 72" pipe. Personally responsible for removal drainage structures, 108' removal of existing pipe, 129 yds clearing and grubbing, 2 tree removal, 100 yds additional excavation, assist in 615 yds of borrow excavation and 1545 yds spoil removal, placing 742 tons of classified stone, 18 yds seeding, 91' of 72" CMP installation and 8' of 18" RCP installation.

985 Mercury Dr. Supervised from beginning to end the following:

65' orange barrier fence, 6 sy sodding, 416' cctv and cleaning, 2 inverts, mortar grout crack/joint, 34 internal point repairs, 36" headwall installation, 262' of 30" CIPP installation, 154" of 36" CIPP installation. Personally responsible for drainage structure removals, borrow excavation, headwall placement.

1717 Tunbridge Lane. Supervised from beginning to end the following:

9 sy sidewalk, curb and gutter, orange barrier fence installation, sodding, 413' CCTV and cleaning, mortar grout crack/joints, 33 internal point repairs, bypass, 2 top replacements for 1033/1034, catch basin throat single wing, 158' of 18" CIPP. Personally responsible for exploratory excavations, drainage structure removals, borrow excavations.

3655 Howell Ferry Rd. Supervised from beginning to end the following:

Emergency securing of site in high traffic area with large sinkholes. Exploratory excavations, removal of 5 drainage structures, 182' of existing pipe removal, 63 yards of concrete structures, poured in place with reinforced concrete, 2700 sy clearing and grubbing, 42 tree removals, 65 cy additional excavations, 663 cy borrow excavations, 884 cy spoil removal, 1800 tons classified stone, pine straw, asphalt repaving, 106 sy sidewalk, 318' curb/gutter installation, fence removal and replacement, 2500 sy seeding, 280 cy sodding, bypass, install 90' of 30" CMP, install 80' of 120" CMP, replace cat basin throat, adjust manhole to grade, install 30" headwall, major traffic control, install and remove shoring, 236' cctv and cleaning, 110 internal point repairs, 236' CCP for 132" pipe.

8. Professional Registrations & Certifications:

Confined Space and Competent Person Excavation certification with GUCA

CDL

9. Relevant Information:

Armando consistently delivers high-quality work evidenced by the thousands of successfully completed projects while working for Southern Premier Contractors. His attention to detail and commitment to excellence have significantly contributed to the success of each job. He upholds the highest ethical standards in all his dealings and is a trusted employee, colleague and friend of his peers.

MICHAEL MASSEY

Owner/Operator | Southern Premier Contractors, Inc.

1. Company/Firm:

Southern Premier Contractors, Inc. (SPC)

2. Proposed Role on This Contract:

Point of Contact & Senior Project Oversight

Responsible for overall project management, contract execution, and ensuring compliance with City of Roswell's infrastructure standards.

3. Physical Location & Office Location:

Physical Location: Homer, GA

Office Location: 3395 Lawrenceville Hwy, Lawrenceville, GA 30044

4. Degree(s), Discipline, Institution, Year Graduated:

Upon graduation in 1986 Michael pursued a career in construction earning his GC license and built high end homes until 2008. In 2009 he founded Southern Premier Contractors, Inc concentrating on grading and infrastructure repair and rehabilitation. Michael has worked closely with many municipalities in Georgia to meet their stormwater needs. He has also completed many projects for NASCAR, airports and in the private sector.

5. Total Years of Experience & Years with Firm:

Total Industry Experience: 39 years

6. Percent Availability for This Contract:

100% availability

7. Representative Projects & Relevant Experience:

Project: Emergency Sinkhole Repair – Gwinnett County

- Scope of Work: Oversaw excavation, stabilization, and rehabilitation of a major sinkhole in a high-traffic area.
- Role & Responsibilities:
 - Directed a multi-crew team to secure the site, repair the failing infrastructure, and install over 800 feet of 132-inch geopolymer CPP liner.

- Designed and implemented a custom headwall and landscape restoration for structural integrity and aesthetic improvement.

Project: Large-Diameter Pipe Rehabilitation – City of Duluth

- Scope of Work: Managed the CIPP lining installation and stormwater rehabilitation for deteriorating municipal pipes.
- Role & Responsibilities:
 - Coordinated CCTV inspections, PACP data collection, and open-cut excavation for sections requiring full replacement.
 - Ensured on-time and budget-compliant project completion while maintaining compliance with municipal regulations.

Project: Stormwater Utility Maintenance – City of Sandy Springs

- Scope of Work: Led SPC's role as an on-call contractor for municipal stormwater infrastructure repairs.
- Role & Responsibilities:
 - Supervised the rapid response team for emergency pipeline failures, sinkholes, and utility repairs.
 - Ensured compliance with DOT and municipal engineering standards for infrastructure longevity.

8. Professional Registrations & Certifications:

- Utility Contractor Licensed – State of Georgia

- Utility Manager Licensed --State of Georgia

GUCA certified in confined space and competent person excavation

- NASSCO PACP certified

9. Relevant information:

Michael demonstrates exceptional skill and craftsmanship in his work. He can estimate a project accurately and execute the job efficiently keeping customers happy with the work and within budget.

Coordinating projects from beginning to end is one of Michael's skillsets. Keeping a steady workflow on each job until completion.

APPENDIX B – COMPENSATION FOR ON-CALL CIPP RELINING

APPENDIX C
RFQ PW 26-05
COST PROPOSAL

Please submit the attached unit pricing sheet in a *sealed envelope*.
Project costs will be determined using the pricing sheet provided by the
successful bidder.

SOUTHERN PREMIER CONTRACTORS RFQ PW 26-05 PRICE LIST

CURED IN PLACE PIPE LINER (CIPP) 12 FT OR LESS DEPTH (INCLUDES PRE AND POST CCTV)	UNIT	COST
15 Inch Pipe 7.5 MM	LF	\$ 125.00
18 Inch Pipe 9.0 MM	LF	\$ 135.00
21 Inch Pipe 9.0 MM	LF	\$ 150.00
24 Inch Pipe 11.0 MM	LF	\$ 190.00
30 Inch Pipe 13.5 MM	LF	\$ 210.00
36 Inch Pipe 16.5MM	LF	\$ 255.00
42 Inch Pipe 19.5 MM	LF	\$ 320.00
48 Inch Pipe 22.5 MM	LF	\$ 385.00
54 Inch Pipe 25.5 MM	LF	\$ 425.00
60 Inch Pipe 28.5 MM	LF	\$ 725.00
66 Inch Pipe 31.5 MM	LF	\$ 1200.00
Additional Cost Per 1.5 MM Thickness- 15 Inch Pipe	LF	\$ 4.00
Additional Cost Per 1.5 MM Thickness - 18 Inch Pipe	LF	\$ 4.15
Additional Cost Per 1.5 MM Thickness - 21 Inch Pipe	LF	\$ 5.80
Additional Cost Per 1.5 MM Thickness -24 Inch Pipe	LF	\$ 6.00
Additional Cost Per 1.5 MM Thickness- 30 Inch Pipe	LF	\$ 6.40
Additional Cost Per 1.5 MM Thickness- 36 Inch Pipe	LF	\$ 9.75
Additional Cost Per 1.5 MM Thickness - 42 Inch Pipe	LF	\$ 10.50
Additional Cost Per 1.5 MM Thickness - 48 Inch Pipe	LF	\$ 11.25
Additional Cost Per 1.5 MM Thickness - 54 Inch Pipe	LF	\$ 14.00
Additional Cost Per 1.5 MM Thickness - 60 Inch Pipe	LF	\$ 16.00
Additional Cost Per 1.5 MM Thickness - 66 Inch Pipe	LF	\$ 17.80
INVERSION SETUP	UNIT	COST
15 Inch to 42 Inch	Each	\$ 2000.00
42 Inch to 66 Inch	Each	\$ 5000.00
SPIN CAST/GEOPOLIMER LINING	UNIT	COST
36 Inch Cent. Spin Cast Lining	LF	\$ 290.00
42 Inch Cent. Spin Cast Lining	LF	\$ 290.00
48 Inch Cent. Spin Cast lining	LF	\$ 355.00
54 Inch Cent. Spin Cast Lining	LF	\$ 375.00
60 Inch Cent. Spin Cast Lining	LF	\$ 450.00
66 Inch Cent Spin Cast Lining	LF	\$ 475.00

SOUTHERN PREMIER CONTRACTORS RFQ PW 26-05 PRICE LIST

STORM LINE CLEANING MORE THAN 25% FULL	UNIT	COST
15 Inch Pipe	LF	\$ 5.00
18 Inch Pipe	LF	\$ 5.50
21 Inch Pipe	LF	\$ 5.75
24 Inch Pipe	LF	\$ 6.00
30 Inch Pipe	LF	\$ 7.00
36 Inch Pipe	LF	\$ 7.50
42 Inch Pipe	LF	\$ 10.00
48 Inch Pipe	LF	\$ 12.00
54 Inch Pipe	LF	\$ 12.00
60 Inch Pipe	LF	\$ 12.00
66 Inch Pipe	LF	\$ 12.00
STORM LINE CLEANING LESS THAN 25% FULL	UNIT	COST
15 Inch Pipe	LF	\$ 5.00
21 Inch Pipe	LF	\$ 5.75
24 Inch Pipe	LF	\$ 6.00
30 Inch Pipe	LF	\$ 7.00
36 Inch Pipe	LF	\$ 7.50
42 Inch Pipe	LF	\$ 10.00
48 Inch Pipe	LF	\$ 12.00
54 Inch Pipe	LF	\$ 12.00
60 Inch Pipe	LF	\$ 12.00
66 Inch Pipe	LF	\$ 12.00
SPECIALITY STORM LINE CLEANING (APPLICABLE TO HEAVY ROOTS, LARGE ROCKS, LARGE DEBRIS)	UNIT	COST
15 Inch to 36 Inch Pipe	LF	\$ 40.00
42 Inch to 66 Inch Pipe	LF	\$ 65.00
INTERNAL POINT REPAIRS (INCLUDING CUTTING, TRIMMING, JACKING, ETC.)	UNIT	COST
15 Inch to 36 Inch	LF	\$ 250.00
42 Inch to 66 Inch	LF	\$ 250.00
CONTINUOUS INVERT INTERNAL PIPE POINT REPAIRS	UNIT	COST
18 Inch to 36 Inch	LF	\$ 30.00
36 Inch to 66 Inch	LF	\$ 20.00

SOUTHERN PREMIER CONTRACTORS RFQ PW 26-05 PRICE LIST

PIPE REPLACEMENT CORRUGATED ALUMINUM PIPE (INCLUDES EXCAVATION, BACKFILL COMPACTION)	UNIT	COST
15 Inch CMP	LF	\$ 40.00
18 Inch CMP	LF	\$ 70.00
21 Inch CMP	LF	\$ 72.00
24 Inch CMP	LF	\$ 75.00
30 Inch CMP	LF	\$ 80.00
36 Inch CMP	LF	\$ 85.00
42 Inch CMP	LF	\$ 165.00
48 Inch CMP	LF	\$ 175.00
54 Inch CMP	LF	\$ 180.00
60 Inch CMP	LF	\$ 185.00
66 Inch CMP	LF	\$ 190.00
PIPE REPLACEMENT - CONCRETE PIPE (RCP) (INCLUDES EXCAVATION, BACKFILL, COMPACTION)	UNIT	COST
15 Inch RCP	LF	\$ 85.00
18 Inch RCP	LF	\$ 90.00
21 Inch RCP	LF	\$ N/A
24 Inch RCP	LF	\$ 100.00
30 Inch RCP	LF	\$ 170.00
36 Inch RCP	LF	\$ 180.00
42 Inch RCP	LF	\$ 200.00
48 Inch RCP	LF	\$ 225.00
54 Inch RCP	LF	\$ 230.00
60 Inch RCP	LF	\$ 600.00
66 Inch RCP	LF	\$ 600.00
PIPE REPLACEMENT (HDPE) INCLUDES EXCAVATION, BACKFILL, COMPACTION	UNIT	COST
15 Inch HDPE	LF	\$ 60.00
18 Inch HDPE	LF	\$ 65.00
21 Inch HDPE	LF	\$ N/A
30 Inch HDPE	LF	\$ 70.00
36 Inch HDPE	LF	\$ 75.00
42 Inch HDPE	LF	\$ 95.00
48 Inch HDPE	LF	\$ 100.00
54 Inch HDPE	LF	\$ N/A
60 Inch HDPE	LF	\$ 160.00
66 Inch HDPE	LF	\$ N/A

SOUTHERN PREMIER CONTRACTORS RFQ PW 26-05 PRICE LIST

ADDITIONAL DEPTH FOR PIPE REPLACEMENT	UNIT	COST
Invert 8.1 Ft to 12 Ft	LF	\$ 25.00
Invert Greater than 12 Ft	LF	\$ 40.00
CATCH BASINS AND MANHOLES	UNIT	COST
4 Ft Dia Brick Catch Basin Manhole GDOT Standards with ring and Cover	VF	\$ 750.00
5 FT Dia Brick Catch Basin Manhole GDOT Standards with Ring and Cover	VF	\$ 800.00
6 FT Dia Brick Catch Basin Manhole GDOT Standards With Ring and Cover	VF	\$ 950.00
4 FT Dia Precast Catch Basin Manhole GDOT Standards with Ring and Cover	VF	\$ 725.00
5 FT Dia Precast Catch Basin Manhole GDOT Standards with Ring and Cover	VF	\$ 775.00
6 Ft Dia Precast Catch Basin Manhole GDOT Standards with Ring and Cover	VF	\$ 1300.00
CAST IN PLACE CONCRETE	UNIT	COST
Driveway 4 Inch Concrete (Residential w/ 4 Inch GAB	SY	\$ 110.00
Driveway 6 Inch Concrete (4 Inch GAB Included)	SY	\$ 120.00
24-Inch-High Back Curb and Gutter	LF	\$ 55.00
Sidewalk 4 Ft Wide x 4 Inch Thick	SY	\$ 110.00
Sidewalk 5 FT wide x 4 Inch Thick	SY	\$ 110.00
24 Inch Rollback Curb and Gutter	LF	\$ 55.00
Header Curb	LF	\$ 35.00
Cast In Place Catch Basin top with Ring and Cover GDOT Standards	Each	\$ 2500.00
Cast in Place Catch Basin Throat GDOT standards	Each	\$ 2500.00
PRECAST HEADWALLS	UNIT	COST
18 Inch HW	Each	\$ 900.00
24 Inch HW	Each	\$ 950.00
30 Inch HW	Each	\$ 1100.00
36 Inch HW	Each	\$ 1550.00
42 Inch HW	Each	\$ 2200.00
48 Inch HW	Each	\$ 2200.00
54 Inch HW	Each	\$ 2750.00
60 Inch HW	Each	\$ 2750.00
66 Inch HW	Each	\$ 2750.00

SOUTHERN PREMIER CONTRACTORS RFQ PW 26-05 PRICE LIST

MISCELLANEOUS ITEMS	UNIT	COST
Connect to Existing Structure	Each	\$ 1500.00
Debris Removal Tandem Load	Per Load	\$ 750.00
Removal of existing Pipes all types and sizes	LF	\$ 10.00
Removal and replacement of Existing Galvanized chain Link Fence	LF	\$ 30.00
Removal and replacement of Existing 4 Ft Vinyl Fence	LF	\$ 45.00
Removal of 6 FT wood Fence	LF	\$ 40.00
Reset Existing 18 Inch Headwall	Each	\$ 250.00
Reset Existing 24 Inch Headwall	Each	\$ 250.00
Reset Existing 30 Inch Headwall	Each	\$ 250.00
Reset Existing 36 Inch Headwall	Each	\$ 500.00
Reset Existing 42 Inch Headwall	Each	\$ 500.00
Reset Existing 48 Inch Headwall	Each	\$ 500.00
Reset Existing 54 Inch Headwall	Each	\$ 800.00
Reset Existing 60 Inch Headwall	Each	\$ 800.00
Reset Existing 66 Inch Headwall	Each	\$ 800.00
Uncover Buried Manholes Less than 4 Ft	Each	\$ 500.00
Uncover Buried Manholes 4Ft to 8 FT	Each	\$ 700.00
Manhole adjustments	VF	\$ 500.00

SOUTHERN PREMIER CONTRACTORS RFQ PW 26-05 PRICE LIST

EROSION CONTROL	UNIT	COST
Stone Rip Rap Type I In Place	Ton	\$ 50.00
Stone Rip Rap Type III In Place	Ton	\$ 110.00
Stone Grouted Rip Rap 12" Installed	SY	\$ 140.00
Install & Remove Type A Silt Fence	LF	\$ 3.50
Fleximat Ditch Lining	SY	\$ 8.50
Install & Remove Type C Silt Fence	LF	\$ 5.00
Install & Remove Type C Silt Fence - Alternative	LF	\$ 5.00
Inlet Sediment Traps - Silt Fence Sd2	Each	\$ 250.00
Inlet Sediment Traps - Silt Fence Sd2-F	Each	\$ 250.00
Inlet Sediment Traps - Silt Fence Sd2-B	Each	\$ 250.00
Rock Bags for curb inlet/CB sediment Protection	Each	\$ 25.00
Install & Remove Orange Tree Save Fence	LF	\$ 5.00
Gabion Structures (GDOT Section 626 & 809)	SF	\$ 90.00
Permanent Soil Reinf Mat Installed	SY	\$ 11.00
Organic Material Fiber Blanket Installed	SY	\$ 12.00
Seed & Straw (Permanent Grassing)	SY	\$ 6.00
Seed & Straw (Temporary Grassing)	SY	\$ 3.00
Sodding Complete-Fescue	SY	\$ 25.00
Sodding Complete-Bermuda	SY	\$ 22.00
Sodding Complete-Zoyzia	SY	\$ 27.00
Sodding Complete-Centipede	SY	\$ 25.00
Topsoil Complete	CY	\$ 45.00
Pine Straw	Each	\$ 8.00
Straw Mulch	SY	\$ 7.00
EARTHWORK AND GRADING	UNIT	COST
Channel Excavation	CY	\$ 13.50
Clear and Grubbing	SY	\$ 6.50
Finish Grading	SY	\$ 10.00
Haul In Structural Fill Material	CY	\$ 75.00
Haul Off Soil Material	CY	\$ 80.00
ROCK	UNIT	COST
57 Stone	Ton	\$ 120.00
Gab Crush and run	Ton	\$ 100.00
Number 3 stone	Ton	\$ 110.00
MOBILIZATION AND MINOR TRAFFIC CONTROL	UNIT	COST
Per 10 Line Project	Each	\$ 1500.00

BIDDER, in compliance with the Request for Proposals associated with 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: Southern Premier Contractors, Inc.

Firm Address: 146 Cheek Street, Homer GA 30547

Authorized Representative: Debbie Massey

Signature:  _____



City of Norcross
Department of Public Works

REQUEST FOR STATEMENT OF QUALIFICATIONS
ON-CALL CIPP RELINING SERVICES
RFQ PW 26-05

City of Norcross

Department of Public Works

REQUEST FOR STATEMENT OF QUALIFICATIONS ON-CALL CIPP RELINING SERVICES RFQ PW 26-05

INTRODUCTION & OVERVIEW:

The City of Norcross is seeking a qualified contractor to CIPP relining services, on an on-call basis. There is no guaranteed minimum contract value associated with this contract. The City intends to award this work to a single contractor who will work under the direction of the Public Works Department. The term of the contract shall be one year with renewal up to 3 years.

The statement of qualifications package should be clearly marked “**RFQ PW 26-05 – ON-CALL CIPP RELINING SERVICES**” on its face and submitted by **11:00 a.m. on January 7, 2026**, to the address below. Please submit two printed copies and one electronic copy (USB) of your RFQ package to:

City of Norcross Public Works Department
345 Lively Avenue
Norcross, GA 30071
RFQ PW 26-05 – ON-CALL CIPP RELINING SERVICES
Attn: Charlene Marsh, Capital Projects Manager

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 December 31, 2025**

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!

RFP/RFQ CHECKLIST

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

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

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

1.0 INTRODUCTION

1.1 PURPOSE OF PROCUREMENT

The City of Norcross is seeking a qualified contractor to perform cured-in-place-pipe relining services, on an on-call basis. There is no guaranteed minimum contract value associated with this contract. The term of the contract shall be one (1) year. The City intends to award this work to a single contractor who will work under the direction of the Public Works Department.

1.2 SCOPE OF WORK

Services anticipated under the resulting contract include rehabilitation of pipes using the cured-in-place pipe (CIPP) method following the accompanying specifications. Spray lining will be allowed for 36-inch diameter or higher. The project scope includes relining, pipe cleaning, CCTV, and mobilization. Project-specific plans and dimensions will be provided prior to each project. Project costs will be determined using the pricing sheet. All work shall be in accordance with current GDOT Standards.

1.3 SPECIFICATIONS

The product and installation methods shall comply with ASTM F1216 (Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube), or ASTM F1743 (Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe) and other relevant standards. Additionally, the product shall meet all relevant specifications and possess the necessary certifications to ensure compliance with industry standards and regulatory requirements.

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
2. Question
Citation of relevant section of the RFQ

1.6 PROPOSAL SUBMISSION INSTRUCTIONS

A complete submission includes the following components:

1. Cover Letter
2. Statement of Qualifications and Equipment (Appendix D)

- a. About the Firm
 - b. Experience
 - c. Approach
3. References (Appendix B)
4. Sealed Cost Proposal (Appendix C) – **must be submitted in a separate envelope**
5. Acknowledgement of Addenda (Appendix E)
6. Bid Bond
7. Certificate of Liability Insurance
8. E-Verify Contractor and SAVE affidavits (attached as separate documents)

1.7 EVALUATION CRITERIA

An evaluation committee will review and evaluate the proposals according to the criteria listed below. Proposals not meeting the minimum technical requirements and those who are non-responsive will not be considered. The City may request short-listed proposers to meet with the City's Evaluation Committee for evaluation purposes if deemed necessary.

Evaluation Criteria	Max Score
Experience & Qualifications	35
References	20
Cost Proposal	45
Total	100

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.
- 2.1.4 During the term of the Agreement, Contractor shall, as its sole expense, secure and maintain in-force policies of insurance of the following types:
 1. Workers' compensation coverage in accordance with the statutory requirements of

the jurisdiction in which Services are to be performed.

2. Employer's liability insurance with a minimum of \$250,000.

3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined at least \$1,000,000 aggregate.

4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least \$1,000,000 per occurrence.

2.1.5 Contractor shall furnish Client Certificates of Insurance evidencing the insurance coverages required. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this agreement, the issuing company will endeavor to mail thirty (30) days' written notice to Client.

2.2 GUARANTEE TO ACCOMPANY BID

2.2.1 Submissions must be accompanied by an acceptable bid bond in an amount no less than \$30,000. **Failure to submit a bid bond will be a cause for rejection.**

2.3 AUTHORITY TO SIGN

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

2.4 RIGHTS RESERVED

2.4.1 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.

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

2.5 AWARD OF CONTRACT

2.5.1 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.

2.5.2 Upon award of contract, if the task order agreement is greater than \$30,000, a contract performance and a payment bond, each equal to 100% of the contract amount must be provided by the selected vendor by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher.

2.5.3 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.

- 2.5.4** 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.

2.6 PRODUCTION REQUIREMENTS

- 2.6.1** 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.

2.7 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.7.1** As concrete services are required, a request for a quote will be sent to the contractor or contractors' designee for that job assignment. The successful contractor will be required to submit a new quote based on that job assignment each time
- 2.7.2** 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 contract executed. The invoice shall be directed to **Donald Maxwell, Streets & Stormwater Superintendent at donald.maxwell@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.

- 2.7.3** 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. At the discretion of the City and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes their work.

2.1 LOCATION & SITES

- 2.1.1** All work will be completed within the boundaries of the City of Norcross.
- 2.1.2** The contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications as directed by the Department of Public Works.

2.2 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

- 2.2.1** 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.

2.3 NON-COLLUSION

- 2.3.1** 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.

2.4 MATERIALS

- 2.4.1** 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.
- 2.4.2** 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.

2.5 CONTRACT REQUIREMENTS

- 2.5.1** The successful Vendor is required to do the following within ten (10) days of Notice:
- 2.5.1.1.1** Return to the City contract documents executed by the authorized representative attested by the corporate secretary treasurer.
 - 2.5.1.1.2** Provide Insurance Certificates as specified in the RFQ documents.
- 2.5.2** 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.
- 2.5.3** Liquidated Damages: In the event of any delay which is not the fault or responsibility of the Contractor or any supplier to the Contractor, the Contractor is entitled to additional days for performance of this Contract. Contractor shall not be entitled to any additional money for any delay which they encounter. The Contractor's sole remedy shall be to obtain an extension of time from the Owner within which this Contract is to be performed. Under no circumstances shall the Contractor be entitled to assert any claim of entitlement against the Owner for actual or consequential damages resulting from delays. In conformity with the "time is of the essence" provisions of this contract, the amount of liquidated damages for this contract shall be in the amount of \$300 per work day for every day the contract is not completed after 90 days from the time of the Notice to Proceed.

2.6 SCHEDULE

- 2.6.1** Schedule: The Vendor shall provide to **Donald Maxwell, Streets & Stormwater Superintendent** at donald.maxwell@norcrossga.net. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents and/or businesses.

APPENDIX A
RFQ PW 26-05
SCHEDULE OF EVENTS

Event:	Date:
Release of RFQ	December 9, 2025, at 11:00 a.m.
Deadline for Written Questions	December 31, 2025, at 5:00 p.m.
Proposals Due	January 7, 2026, at 11:00 a.m.
Proposal Evaluation	On/About January 2026
Contract Award (On/about)	One/About March 2026

APPENDIX B

RFQ PW 26-05

REFERENCES

Please complete attached reference form and provide accurate information for each reference. A minimum of three (3) references is required. 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 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 C
RFQ PW 26-05
COST PROPOSAL

Please submit the attached unit pricing sheet in a *sealed envelope*.
Project costs will be determined using the pricing sheet provided by the
successful bidder.

CURED IN PLACE PIPE LINER (CIPP) 12 FT OR LESS DEPTH (INCLUDES PRE AND POST CCTV)	UNIT	COST
15 Inch Pipe 7.5 MM	LF	\$
18 Inch Pipe 9.0 MM	LF	\$
21 Inch Pipe 9.0 MM	LF	\$
24 Inch Pipe 11.0 MM	LF	\$
30 Inch Pipe 13.5 MM	LF	\$
36 Inch Pipe 16.5MM	LF	\$
42 Inch Pipe 19.5 MM	LF	\$
48 Inch Pipe 22.5 MM	LF	\$
54 Inch Pipe 25.5 MM	LF	\$
60 Inch Pipe 28.5 MM	LF	\$
66 Inch Pipe 31.5 MM	LF	\$
Additional Cost Per 1.5 MM Thickness- 15 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness - 18 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness - 21 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness -24 Inch Pipe	LF	\$
Additional Cost Per1.5 MM Thickness- 30 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness- 36 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness - 42 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness - 48 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness - 54 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness - 60 Inch Pipe	LF	\$
Additional Cost Per 1.5 MM Thickness - 66 Inch Pipe	LF	\$
INVERSION SETUP	UNIT	COST
15 Inch to 42 Inch	Each	\$
42 Inch to 66 Inch	Each	\$
SPIN CAST/GEOPOLIMER LINING	UNIT	COST
36 Inch Cent. Spin Cast Lining	LF	\$
42 Inch Cent. Spin Cast Lining	LF	\$
48 Inch Cent. Spin Cast lining	LF	\$
54 Inch Cent. Spin Cast Lining	LF	\$
60 Inch Cent. Spin Cast Lining	LF	\$
66 Inch Cent Spin Cast Lining	LF	\$

STORM LINE CLEANING MORE THAN 25% FULL	UNIT	COST
15 Inch Pipe	LF	\$
18 Inch Pipe	LF	\$
21 Inch Pipe	LF	\$
24 Inch Pipe	LF	\$
30 Inch Pipe	LF	\$
36 Inch Pipe	LF	\$
42 Inch Pipe	LF	\$
48 Inch Pipe	LF	\$
54 Inch Pipe	LF	\$
60 Inch Pipe	LF	\$
66 Inch Pipe	LF	\$
STORM LINE CLEANING LESS THAN 25% FULL	UNIT	COST
15 Inch Pipe	LF	\$
21 Inch Pipe	LF	\$
24 Inch Pipe	LF	\$
30 Inch Pipe	LF	\$
36 Inch Pipe	LF	\$
42 Inch Pipe	LF	\$
48 Inch Pipe	LF	\$
54 Inch Pipe	LF	\$
60 Inch Pipe	LF	\$
66 Inch Pipe	LF	\$
SPECIALITY STORM LINE CLEANING (APPLICABLE TO HEAVY ROOTS, LARGE ROCKS, LARGE DEBRIS)	UNIT	COST
15 Inch to 36 Inch Pipe	LF	\$
42 Inch to 66 Inch Pipe	LF	\$
INTERNAL POINT REPAIRS (INCLUDING CUTTING, TRIMMING, JACKING, ETC.)	UNIT	COST
15 Inch to 36 Inch	LF	\$
42 Inch to 66 Inch	LF	\$
CONTINUOUS INVERT INTERNAL PIPE POINT REPAIRS	UNIT	COST
18 Inch to 36 Inch	LF	\$
36 Inch to 66 Inch	LF	\$

PIPE REPLACEMENT CORRUGATED ALUMINUM PIPE (INCLUDES EXCAVATION, BACKFILL COMPACTION)	UNIT	COST
15 Inch CMP	LF	\$
18 Inch CMP	LF	\$
21 Inch CMP	LF	\$
24 Inch CMP	LF	\$
30 Inch CMP	LF	\$
36 Inch CMP	LF	\$
42 Inch CMP	LF	\$
48 Inch CMP	LF	\$
54 Inch CMP	LF	\$
60 Inch CMP	LF	\$
66 Inch CMP	LF	\$
PIPE REPLACEMENT - CONCRETE PIPE (RCP) (INCLUDES EXCAVATION, BACKFILL, COMPACTION)	UNIT	COST
15 Inch RCP	LF	\$
18 Inch RCP	LF	\$
21 Inch RCP	LF	\$
24 Inch RCP	LF	\$
30 Inch RCP	LF	\$
36 Inch RCP	LF	\$
42 Inch RCP	LF	\$
48 Inch RCP	LF	\$
54 Inch RCP	LF	\$
60 Inch RCP	LF	\$
66 Inch RCP	LF	\$
PIPE REPLACEMENT (HDPE) INCLUDES EXCAVATION, BACKFILL, COMPACTION	UNIT	COST
15 Inch HDPE	LF	\$
18 Inch HDPE	LF	\$
21 Inch HDPE	LF	\$
30 Inch HDPE	LF	\$
36 Inch HDPE	LF	\$
42 Inch HDPE	LF	\$
48 Inch HDPE	LF	\$
54 Inch HDPE	LF	\$
60 Inch HDPE	LF	\$
66 Inch HDPE	LF	\$

ADDITIONAL DEPTH FOR PIPE REPLACEMENT	UNIT	COST
Invert 8.1 Ft to 12 Ft	LF	\$
Invert Greater than 12 Ft	LF	\$
CATCH BASINS AND MANHOLES	UNIT	COST
4 Ft Dia Brick Catch Basin Manhole GDOT Standards with ring and Cover	VF	\$
5 FT Dia Brick Catch Basin Manhole GDOT Standards with Ring and Cover	VF	\$
6 FT Dia Brick Catch Basin Manhole GDOT Standards With Ring and Cover	VF	\$
4 FT Dia Precast Catch Basin Manhole GDOT Standards with Ring and Cover	VF	\$
5 FT Dia Precast Catch Basin Manhole GDOT Standards with Ring and Cover	VF	\$
6 Ft Dia Precast Catch Basin Manhole GDOT Standards with Ring and Cover	VF	\$
CAST IN PLACE CONCRETE	UNIT	COST
Driveway 4 Inch Concrete (Residential w/ 4 Inch GAB	SY	\$
Driveway 6 Inch Concrete (4 Inch GAB Included)	SY	\$
24-Inch-High Back Curb and Gutter	LF	\$
Sidewalk 4 Ft Wide x 4 Inch Thick	SY	\$
Sidewalk 5 FT wide x 4 Inch Thick	SY	\$
24 Inch Rollback Curb and Gutter	LF	\$
Header Curb	LF	\$
Cast In Place Catch Basin top with Ring and Cover GDOT Standards	Each	\$
Cast in Place Catch Basin Throat GDOT standards	Each	\$
PRECAST HEADWALLS	UNIT	COST
18 Inch HW	Each	\$
24 Inch HW	Each	\$
30 Inch HW	Each	\$
36 Inch HW	Each	\$
42 Inch HW	Each	\$
48 Inch HW	Each	\$
54 Inch HW	Each	\$
60 Inch HW	Each	\$
66 Inch HW	Each	\$

MISCELLANEOUS ITEMS	UNIT	COST
Connect to Existing Structure	Each	\$
Debris Removal Tandem Load	Per Load	\$
Removal of existing Pipes all types and sizes	LF	\$
Removal and replacement of Existing Galvanized chain Link Fence	LF	\$
Removal and replacement of Existing 4 Ft Vinyl Fence	LF	\$
Removal of 6 FT wood Fence	LF	\$
Reset Existing 18 Inch Headwall	Each	\$
Reset Existing 24 Inch Headwall	Each	\$
Reset Existing 30 Inch Headwall	Each	\$
Reset Existing 36 Inch Headwall	Each	\$
Reset Existing 42 Inch Headwall	Each	\$
Reset Existing 48 Inch Headwall	Each	\$
Reset Existing 54 Inch Headwall	Each	\$
Reset Existing 60 Inch Headwall	Each	\$
Reset Existing 66 Inch Headwall	Each	\$
Uncover Buried Manholes Less than 4 Ft	Each	\$
Uncover Buried Manholes 4Ft to 8 FT	Each	\$
Manhole adjustments	VF	\$

EROSION CONTROL	UNIT	COST
Stone Rip Rap Type I In Place	Ton	\$
Stone Rip Rap Type III In Place	Ton	\$
Stone Grouted Rip Rap 12" Installed	SY	\$
Install & Remove Type A Silt Fence	LF	\$
Fleximat Ditch Lining	SY	\$
Install & Remove Type C Silt Fence	LF	\$
Install & Remove Type C Silt Fence - Alternative	LF	\$
Inlet Sediment Traps - Silt Fence Sd2	Each	\$
Inlet Sediment Traps - Silt Fence Sd2-F	Each	\$
Inlet Sediment Traps - Silt Fence Sd2-B	Each	\$
Rock Bags for curb inlet/CB sediment Protection	Each	\$
Install & Remove Orange Tree Save Fence	LF	\$
Gabion Structures (GDOT Section 626 & 809)	SF	\$
Permanent Soil Reinf Mat Installed	SY	\$
Organic Material Fiber Blanket Installed	SY	\$
Seed & Straw (Permanent Grassing)	SY	\$
Seed & Straw (Temporary Grassing)	SY	\$
Sodding Complete-Fescue	SY	\$
Sodding Complete-Bermuda	SY	\$
Sodding Complete-Zoyzia	SY	\$
Sodding Complete-Centipede	SY	\$
Topsoil Complete	CY	\$
Pine Straw	Each	\$
<i>Straw Mulch</i>	SY	\$
EARTHWORK AND GRADING	UNIT	COST
Channel Excavation	CY	\$
Clear and Grubbing	SY	\$
Finish Grading	SY	\$
Haul In Structural Fill Material	CY	\$
Haul Off Soil Material	CY	\$
ROCK	UNIT	COST
57 Stone	Ton	\$
Gab Crush and run	Ton	\$
Number 3 stone	Ton	\$
MOBILIZATION AND MINOR TRAFFIC CONTROL	UNIT	COST
Per 10 Line Project	Each	\$

APPENDIX D

RFQ PW 26-05

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. Organizational chart
- e. With what bank do you do business?

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. Resumes for key personnel
- 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. List your major equipment available for this contract.
- p. List any subcontractors whom you would expect to use for the contract.

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) for which prices have been set. The price or prices offered herein shall apply for the period stated in the 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. We certify that our firm has sufficient bonding capacity to provide a payment and/or performance bond for total cost of work. 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 _____

Phone Number _____ Email Address _____

APPENDIX E
RFQ PW 26-05
CIPP RELINING SPECIFICATIONS

TECHNICAL SPECIFICATIONS
CURED-IN-PLACE PIPE (CIPP) FOR MAINLINE RENEWAL

PART 1 - PRODUCTS

1.1 GENERAL

It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the fluid (water/air) used for the inflation to a sufficient enough level for the initiators in the resin to effect a reaction. The finished pipe shall be such that when the thermosetting resin cures, the total wall thickness shall be a homogeneous and monolithic felt and resin composite matrix, chemically resistant to withstand internal exposure to domestic sewage or stormwater.

1.2 QUALIFICATIONS

Since sewer products are intended to have a 50-year design life, and in order to minimize the Owner's risk, only proven products with substantial successful installations and experience will be approved.

In order for the CIPP product and Installation Contractor to be deemed commercially acceptable and approved for this project, they must meet the following criteria:

A. CIPP Product

1. The CIPP product must have been installed in a minimum of 5,000,000 linear feet or 4,000 manhole to manhole line sections of successful wastewater collection systems in North America and must be documented to the satisfaction of the Owner.
2. The CIPP product shall comply with the latest versions of ASTM F1216 or ASTM F1743, including appendices.
3. For the CIPP to be considered Commercially Proven, it shall have been successfully in service in an application similar to this project for a minimum of 10 years and documented to the satisfaction of the Owner.
4. The lining tube manufacturer shall operate under a quality management system that is third party certified to ISO 9001 or other internationally recognized organization standards. Proof of certification shall be submitted with the Contractor's bid and required for approval.
5. Third-party test results supporting the structural properties and long-term performance of the CIPP product shall be submitted for approval, and such data shall be satisfactory to the Owner. No CIPP product will be approved without independent third party testing verification.

B. Installation Contractor

1. The Installation Contractor shall be certified by the CIPP product manufacturer to have had at least 5 years active experience in the installation of the proposed CIPP product.
2. The Installation Contractor shall satisfy all insurance, financial and bonding requirements of the Owner, and shall have installed within the United States a minimum of 1,000,000 lineal feet of the same CIPP product being represented by the bidder.
3. The Installation Contractor superintendent(s) designated for the project shall have installed a minimum of 100,000 lineal feet and shall have 5 years of installation experience of the same CIPP product being represented by the bidder. This shall be documented to the Owner's satisfaction in the form of a resume of work experience detailing scope of work (linear footage and pipe diameters), location of work, and reference contact information for each project listed.
4. The Installation Contractor shall operate under a quality management system that is third party certified to ISO 9001 or equivalent standards. Proof of certification or quality management system shall be submitted with the Installation Contractor's bid and required for approval.

1.3 STRUCTURAL REQUIREMENTS

- A. Each CIPP shall be designed to withstand internal and/or external loads as dictated by the site and pipe conditions. Unless specified differently by the Owner/Engineer in the contract documents, the design thickness of the CIPP shall be derived at using standard engineering methodology as found in ASTM F1216, Appendix X1. The long-term flexural modulus shall not exceed 50 percent of the short-term value for the CIPP resin system and shall be substantiated through third-party testing. The thickness calculations, signed and sealed by a registered professional engineer, shall be submitted to the Owner prior to CIPP installation.
- B. The layers of the finished CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.
- C. The Enhancement Factor 'K' to be used in the CIPP design shall be assigned a value of 7.
- D. Long-term testing in general accordance with ASTM D2990 must have been performed for flexural creep of the CIPP pipe material to be installed. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (CIPP Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

E. The CIPP shall meet the following minimum strength requirements:

MINIMUM PHYSICAL PROPERTIES				
Property	ASTM Test Method	Polyester System	Filled Polyester System	Vinyl Ester System
Flexural Strength	D790	4,500 psi	4,500 psi	5,000 psi
Flexural Modulus (initial)	D790	250,000 psi	400,000 psi	300,000 psi
Flexural Modulus (50-year)	D790	125,000 psi	200,000 psi	150,000 psi

F. The required CIPP wall thickness shall be based as a minimum on the physical properties in Section 1.3.E above, and in accordance with the design equations in the Appendix X1 of ASTM F1216, and the following design parameters:

Design Safety Factor (typically used value)	=	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design (As determined by long-term tests described in Section 1.3.D and approved by the Owner)	=	50% max
Ovality* (calculated from (X1.1 of ASTM F1216)	=	% ⁽¹⁾
Enhancement Factor, K	=	7.0
Groundwater Depth (above invert of pipe)	=	feet ⁽¹⁾
Soil Depth (above crown of pipe)	=	feet
Soil Modulus (only required for fully deteriorated design conditions)	=	psi ⁽¹⁾
Soil Density (only required for fully deteriorated design conditions)	=	lb/ft ³ (1)
Live Load (only required for fully deteriorated design conditions)	=	e.g. H20 Highway
Design Condition (partially or fully deteriorated)*	=	*

* Based on review of video logs, design conditions of pipeline can be fully or partially deteriorated (See ASTM F1216, Appendix X1). The Owner will be solely responsible for determining pipe conditions and parameters utilized in design.

⁽¹⁾ In the absence of other information and to ensure uniformity in bidding, the following assumptions shall be used: **Ovality** = 2%; **Groundwater Depth** at one half soil depth to invert; **Soil Modulus** = 1000 psi; **Soil Density** = 120 lb/ft³.

1.4 MATERIALS

A. CIPP Tube

1. The CIPP tube shall consist of one or more layers of a flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin, withstanding installation pressures and curing temperatures. The CIPP tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends.
2. The CIPP tube should be fabricated under controlled conditions to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the tube. Maximum stretching allowances shall be as defined in ASTM F1216 or ASTM F1743. The Installation Contractor shall verify the lengths in the field before cutting the liner to length. Continuous individual liners can be made over one or more manhole to manhole sections.

3. The CIPP tube shall be uniform in thickness and when subjected to the installation pressures shall meet or exceed the designed wall thickness.
4. Any plastic film applied to the tube on what will become the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the felt material.
5. At time of manufacture, each lot of CIPP tube shall be inspected and certified to be free of defects. The tube shall be marked for distance at regular intervals along its entire length, not to exceed five feet. Such markings shall also include the CIPP tube Manufacturer's name or identifying symbol.
6. The CIPP tube may be made of single or multiple layer construction where any layer must not be less than 1.5 mm thick. A suitable mechanical strengthener membrane or strip may be placed in between layers where required to control longitudinal stretching.

B. Resin Components

1. The resin system shall be a corrosion resistant polyester or vinyl ester, along with a compatible catalyst system.
2. The resin used shall not contain non-strength enhancing fillers.
3. When combined with the CIPP tube, the resin system shall provide a CIPP that meets the structural requirements of ASTM F1216 or ASTM F1743, the minimum physical properties specified in Section 1.3.E, and those properties which are to be utilized in the design of the lining system for this project.
4. When combined with the CIPP tube, the resin system shall provide a CIPP that complies with the chemical resistance requirements specified in ASTM F1216 or ASTM F1743.

PART 2 - EXECUTION

2.1 GENERAL

- A. The Installation Contractor shall deliver the resin impregnated CIPP tube to the site and provide all equipment required to insert and cure the CIPP within the host pipe. The Installation Contractor shall designate a location where the tube will be vacuum impregnated with the resin prior to installation. If requested by the Owner, the Installation Contractor shall notify the Engineer at least 48 hours prior to wet out to allow the Owner's representative to observe the materials and wet out procedure. All procedures to prepare the CIPP for installation shall be in strict accordance with the Manufacturer's recommendations.
- B. The CIPP shall be vacuum impregnated with resin not more than 120 hours before the time of installation and stored out of direct sunlight at a temperature of less than 70° F.

2.2 NOTIFICATION AND PREPARATION

- A. The Installation Contractor shall notify all residents affected by this construction at least 24 hours prior to any service disruption affecting their service connection. The Installation Contractor shall make every effort to maintain service usage throughout the duration of the project.
- B. The Installation Contractor shall perform cleaning, video, and inspection prior to installation of the CIPP. The Installation Contractor, when required, shall remove all debris from within the pipe that will interfere with the installation of the CIPP. The Owner shall provide a dumpsite for such debris removed during the cleaning operations.
- C. It shall be the responsibility of the Installation Contractor to notify the Owner of line obstructions, offset joints or collapsed pipe that will prevent the insertion of the tube or significantly reduce the capacity of the sewer. The Owner, with input from the Installation Contractor shall determine the method of pipe repair required and shall address these concerns on a case-by-case basis.
- D. Protruding laterals or services shall be trimmed flush with the inside of the main sewer wall prior to installation of the CIPP. Trimming shall not cause damage to the lateral or service beyond the inside face of the main sewer.

2.3 BYPASS PUMPING

- A. The Installation Contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. When possible, the bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The Installation Contractor shall furnish all necessary pumping equipment, conduit, etc. to adequately, safely, and environmentally divert sewage flow around the work.
- B. When requested by the Engineer, the Installation Contractor shall submit a general bypass plan.

2.4 TELEVISION INSPECTION

- A. The Installation Contractor shall provide video equipment capable of properly documenting the conditions as found within the pipe. Lighting for the video camera shall illuminate the entire periphery of the sewer. The camera shall be radial view type capable of viewing 360° within the pipe and shall provide an unobstructed view of the full pipe.
- B. The video shall begin with a clear identification of the pipeline location, upstream and downstream manhole designation, and pipe diameter. The video shall provide an accurate length measurement of the entire segment and of the distance to each lateral connection. The Installation Contractor shall pan all lateral connections on both the pre and post-videos.
- C. Reverse video set-ups shall be utilized when line obstructions prevent full segment televising from the initial set-up direction.
- D. Both a pre-lining and post-lining video shall be submitted to the Owner for approval. The discs shall be clearly and properly labeled.

2.5 INSTALLATION

- A. The CIPP shall be installed in accordance with the practices given in ASTM F1216 (for direct inversion installations) or ASTM F1743 (for pulled-in-place installations). The quantity of resin used for the tube's impregnation shall be sufficient to fill the volume of air voids in the CIPP tube with additional allowances being made for polymerization shrinkage and the loss of any resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used in conjunction with a roller system to achieve a uniform distribution of the resin throughout the CIPP tube.
- B. The resin-impregnated CIPP tube shall be installed into the host pipe by methods specified in ASTM F1216 or ASTM F1743 and proven through previous successful installations. The insertion method shall not cause abrasion or scuffing of the CIPP tube. Hydrostatic or air pressure shall be used to inflate the CIPP tube and mold it against the walls of the host pipe. There will be no use of sewage in place of clean water for insertion of the tube, or for the curing of the liner.
- C. Temperature gauges shall be placed between the CIPP tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

2.6 CURING

- A. After the CIPP tube installation is completed, the Installation Contractor shall supply a suitable heat source and recirculation equipment (if required). The equipment shall be capable of delivering hot water or steam throughout the section to uniformly raise the temperature above the temperature required to affect a cure of the resin.
- B. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat supply (for water cure) and outgoing heat supply (for steam cure). Water or air temperature in the pipe during the cure period shall be as recommended by the resin Manufacturer.
- C. Initial cure shall be deemed to be completed when inspection of the exposed portions of the CIPP appears to be hard and sound and the remote temperature sensor(s) indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin Manufacturer, as modified for the installation process, during which time the recirculation of the heat and/or cycling of the heat exchanger to maintain the temperature is continued.

2.7 COOL DOWN

- A. Cool down may be accomplished by the introduction of cool water or air to replace water or pressurized air being relieved. Care shall be taken in the release of the hydrostatic head so that a vacuum will not be developed.

2.8 FINISH

- A. The finished CIPP shall be continuous over the entire length of an insertion run and be as free as commercially practical from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. The CIPP shall be homogeneous, and free of any leakage from the surrounding ground to the inside of the CIPP.

- B. Where the CIPP is installed through a manhole uninterrupted, the invert shall be maintained smooth within the manhole, with approximately the bottom half of the CIPP continuous through the length of the manhole. The invert of the manhole shall be shaped and grouted as necessary to support the liner. The cost of this work shall be included in the CIPP unit price.
- C. During the warranty period, any defects which will affect the integrity or strength of the CIPP, collect solids, or reduce hydraulic flow capabilities of the product shall be repaired at the Installation Contractor's expense in a manner mutually agreed upon by the Owner and the Installation Contractor.

2.9 REINSTATE LATERALS AND SERVICES

- A. Accurate location of the lateral and service connections shall be made by inspection of the pre-installation videotape or sewer walk.
- B. After the CIPP has been installed, all existing active lateral sewers and services shall be reinstated unless otherwise indicated by the Owner or on the plans. The reinstatement of laterals and services shall be done without excavation unless otherwise specified by the Engineer. Reinstatement of laterals and services will be accomplished from the interior of the CIPP by means of a video camera directed cutting device or by direct man entry when feasible.
- C. All cut lateral and service connections shall be free of burrs, frayed edges, or any restriction preventing free flow of wastewater. Laterals shall be reinstated to a minimum of 90% of their original diameter and no more than 100% of their minimum diameter. The CIPP shall be tightly sealed at the cut openings with no gaps.

2.10 QUALITY ASSURANCE PROCEDURES

- A. For every two thousand five hundred (2,500) lineal feet of CIPP installed, two (2) flat plate samples shall be processed and tested. For pipe diameters less than 18 inches, restrained end samples may also be utilized. The CIPP physical properties shall be tested in accordance with ASTM F1216, Section 8, using either allowed sampling method. The flexural properties must meet or exceed the values listed in Section 1.3.E of this specification and the values submitted to the Owner by the Installation Contractor for this project's CIPP wall design, whichever is greater.
- B. Testing shall be completed by an accredited, independent laboratory. Testing results shall be provided to the Owner within seven (7) days of receipt.
- C. Wall thickness of samples shall be determined in a manner consistent with paragraph 8.1.2 of ASTM D5813. The minimum wall thickness at any point shall not be less than 87.5% of the specified design thickness calculated in Section 1.3.F of this document.
- D. Flexural testing of the collected samples shall be conducted in accordance with ASTM D790, latest version, with only the structural portion of the CIPP being tested.
- E. CIPP installation shall be inspected by post-lining video inspection. Variations from true line and grade may be inherent because of the conditions of the original piping. No infiltration of groundwater should be observed. All service entrances should be unobstructed and accounted for.

PART 3 - PAYMENT

Payment for the work included in this section will be in accordance with the unit prices set forth in the proposal for the quantity of work performed. Progress payments will be made on the work performed during each monthly period.

When not defined, payment shall be broken down as follows:

- A. Mobilization and demobilization shall be paid for as one lump sum amount.
- B. Cleaning shall be paid for per lineal foot of line cleaned. Items for both light and heavy cleaning shall be designated as appropriate.
- C. Protruding laterals shall be paid for per each lateral removed.
- D. CIPP shall be paid per lineal foot of each diameter rehabilitated as measured from center of manhole to center of manhole.
- E. Lateral reinstatement shall be paid per each lateral reinstated.
- F. Bypass pumping shall be paid for as one lump sum and shall include all incidentals required for the bypass efforts.
- G. Traffic control shall be paid as one lump sum and shall include all incidentals required for traffic control.

All other incidental costs such as sample testing shall be included in the cost of these items.

APPENDIX F
RFQ PW 26-05
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
RFQ PW 26-05
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)

_____ Cost Proposal Form (Appendix C)

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

_____ Acknowledgement of Addenda Form (Appendix F)

_____ Bid Bond

_____ Certificate of Liability Insurance

_____ E-Verify Contractor and SAVE affidavits

Mail or deliver to:
City of Norcross Public Works Department
345 Lively Avenue
Norcross, GA 30071
Attn: Charlene Marsh, Procurement and Capital Projects Manager
RFQ PW 26-05 ON-CALL CIPP RELINING SERVICES

BIDDER, in compliance with the Request for Proposals associated with 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: _____

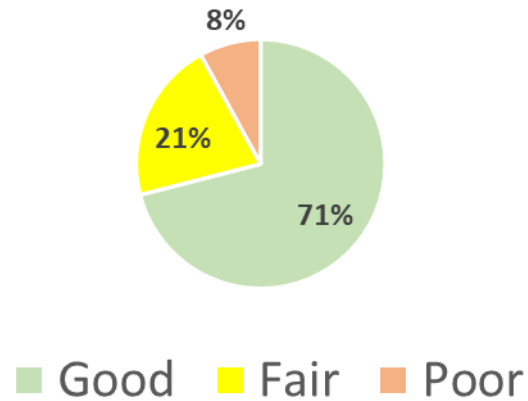
Firm Address: _____

Authorized Representative: _____

Signature: _____

Norcross Stormwater Pipe Status

As of 13 January, 2026



Status	Lines	Rating	Footage	Est Relining Cost	%
Not Relined	67	Poor	6476 FT	\$1,087,000.00	8%
Not Relined	119	Fair	17813 FT	\$2,881,368.00	21%
Relined 2018-2024	434	Good	37264 FT		71%
RCP HDPE	340	Good	20600 FT		
Replaced	14	Good	1185 FT		
Totals	974		83338 FT		100%
Data from MS4 Report					

34 Pipes (3,454 linear feet) was repaired in 2025



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: February 2, 2026 – Regular Council Meeting (RCM)

Item No.: 2025-25

Title: Sale of Property Located at 993 East Glochester

CC: Eric Johnson, City Manager

Recommendation

Request for Council approval of the sale of 993 East Glochester Place through closed bids and authorization for the Mayor to sign documents necessary to consummate the sale.

Background

The City acquired 993 East Glochester Place, Norcross, Georgia after the execution of a tax lien by Sherriff's sale on December 10, 2020. The City has received recent interest from private property owners in acquiring the property. The property is an undeveloped residential lot and there is no plan for its inclusion within the City's public facilities.

O.C.G.A. § 36-37-6 requires that the City consummate a sale either through auction or by private closed bids. After receiving the bids, the City may accept or reject the bids if they fail to meet a minimum or are otherwise unresponsive.

The request for bids would be placed after council approval of this agenda item and, thereafter, the City would publish the property's sale in the legal organ for at least 15 days. After a successful bid is made, the Mayor will need to execute a limited warranty deed. The purchaser assuming the cost of closing (attorneys' fees, recording fees, etc.) would be a prerequisite of a responsive bid.

Financial Impact

The tax assessor's value of the property is approximately \$27,000.00. All transaction costs would be paid by the purchaser.

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

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

Attachments

Tax Foreclosure Deed
Proposed Bid Notice

STATE OF GEORGIA,
GWINNETT COUNTY

TAX SALE DEED

THIS INDENTURE, Made this *3rd day of December, 2019* between

Richard Steele, Ex-Officio Sheriff of Gwinnett County

Party or parties of the first part, hereinafter referred to as "Grantor", and

City of Norcross
65 Lawrenceville Street, Norcross, Georgia 30091

Party or parties of the second part hereinafter referred to as "Grantee". The words "Grantor and Grantee", to include the masculine and feminine gender, the singular and the plural, and the respective heirs, legal representatives, successors and assigns of the parties were where the content requires or permits;

WHEREAS, Richard Steele, Ex-Officio Sheriff of Gwinnett County, Georgia, did levy a writ of fieri facias issued by Richard Steele, Tax Commissioner of Gwinnett County, Georgia against *New Atlanta Property Solutions* and Map & Parcel **R6224A119**,

WHEREAS said levy was made for the purpose of collecting delinquent state and county ad valorem property taxes for the year *2018, 2017, 2016, 2015, 2014, 2013*; and,

WHEREAS said levy was made on *October 17, 2019* on the following described tract of land, to wit:

All that tract or parcel of land lying and being in Land Lot 224, Lot 32, Block B, Section Four, Unit One, Sheffield Forrest Subdivision as per plat recorded in Plat Book P, Page 135, Gwinnett County Records which plat is hereby referred to and made a part of this description and being more particularly shown on survey prepared by A.S. Giometti & Associates, Inc., dated April 5, 1968.

993 East Glochester Place, Norcross, Georgia.

As described in Deed Book 55266, Page 864. Further described as Map & Parcel R6224A119.

WHEREAS said property was levied upon, followed by advertisement by due and legal publication as required by law being made in *Gwinnett Daily Post*, a newspaper published in Gwinnett County, Georgia in which Sheriff's sales are published; and,

WHEREAS said Ex-Officio Sheriff did proceed to expose for sale the above described tract during the legal hours of sale in accordance with law, before the courthouse doors of Gwinnett County Courthouse the same being the *3rd day of December, 2019*, the same being the date advertised for sale; and,

WHEREAS the above named grantees were the highest and best bidders for the sum of \$7,728.64 (*SEVEN THOUSAND SEVEN HUNDRED TWENTY EIGHT and 64/100*) DOLLARS.

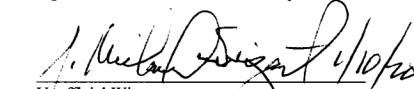
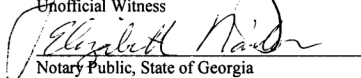
WITNESSETH:

For and in consideration of the above payment, in hand paid, the receipt which of is hereby acknowledged, the undersigned Ex-Officio Sheriff does hereby bargain, grant and convey, and sell unto grantees herein, in accordance with his or her lawful authority granted by the laws of the State of Georgia to conduct sheriff's sales, the above described tract or parcel of land together with improvements thereon. To have and to hold the above granted premises unto the grantees herein in as full and ample a manner as the same was held by *New Atlanta Property Solutions LLC* when the said property was levied on and sold.

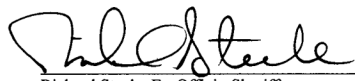
This conveyance is made without warranty of title and is further made subject to the rights of redemption in accordance with O.C.G.A. sec. 48-4-40 et. Seq.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, Sealed and Delivered in the presence of


Unofficial Witness

Notary Public, State of Georgia

My commission expires: May 1, 2022

 seal
Richard Steele, Ex-Officio Sheriff
Gwinnett County, Georgia



Request for Sealed Bid

Purchase of Real Property Commonly Known as 993 East Glochester Place, Norcross, Georgia 30071 (Parcel Identification No.: R6224 A119).

The City of Norcross, Georgia (City) is soliciting competitive sealed bids for the purchase of Real Property Commonly Known as 993 East Glochester Place, Norcross, Georgia 30071 and more specifically defined as All that tract or parcel of land lying and being in Land Lot 224, Lot 32, Block B, Section Four, Unit One, Sheffield Forrest Subdivision as per plat recorded in Plat Book P, 135, Gwinnett County Records which plat is hereby referred to and made a part of this description and being more particularly shown on survey prepared by A.S. Glometti & Associates, Inc., dated April 5, 1968. Sealed bids will be accepted at Norcross City Hall, 65 Lawrenceville Street, Norcross, Georgia 30071 until 10:00 AM (local time) on [Day of Week], [Month] [Day], 2026. Any bid received after said time and date will not be accepted by the City. The successful bidder shall be responsible for all of the City's cost of closing, including attorneys' fees, up to \$1,500.00. Bids must be submitted with bid bonds ensuring the entire amount of the bid and closing costs up to \$1,500.00. Bids must be submitted in a sealed envelope identifying the project and prospective bidder on the outside of the envelope. Bids will be publicly opened at Norcross City Hall immediately after the bid period closes. The City reserves the right to waive any informality and any technicalities, and to reject any or all bids if it is deemed to be in the best interest of the City to do so.



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: Amir Mahfoozpour, City Engineer

Meeting Date: February 2, 2026 – Regular Council Meeting (RCM)

Item No.: 2026-26

Title: Hydrology Study and HEC-RAS Modeling for Culvert Extension

CC: Eric Johnson, City Manager

Recommendation: Approve the proposal submitted by Clark Patterson Lee (CPL) to provide additional design services for a Hydrology Study and HEC-RAS modeling for the culvert extension under Cemetery Street.

Background:

- Hydrology Study. The project will create more than 5,000 sq ft of impervious area. As part of the project permitting process, and in accordance with the GSMM (Georgia Stormwater Management Manual), a Hydrology study should be performed to design appropriate BMPs (Best Management Practices) where feasible. Due to the linear nature of this project, there may be locations where stormwater management is not practical or feasible.
- HEC-RAS (Hydrologic Engineering Center's River Analysis System). Due to the trail alignment and the drainage design at the Cemetery Field driveway off Mitchell Road, an 11-foot culvert extension is required. The hydraulic analysis for this extension has been completed. The culvert extension cannot be permitted until the HEC-RAS model is updated and corrected (known as the Corrected Effective Model, or CEM). Afterward, the proposed conditions must be modeled and compared with the CEM to determine whether any impacts occur and whether a "no-rise" certification can be achieved as a result of the culvert extension.

Note: The HEC-RAS model is the platform (software) used by FEMA and local government floodplain administrators (the City of Norcross is the floodplain administrator for this project) to make the necessary determinations.

Financial Impact: Total \$34,300 (Hydrology Study – \$18,600/ HEC-RAS modeling for the culvert extension under Cemetery Street – \$15,800) from Recreation SPLOST.



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? (If applicable, please select which goal applies)

1. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
2. Increases Opportunities for Travel via Different Modes within and Outside the Community

Attachments

- Contract Amendment
- Construction Location

Update

CONTRACT FOR PROFESSIONAL SERVICES
Design Engineering Services

This **CONTRACT Amendment** made and entered into this ____ day of ____, 2025 by and between the **City of Norcross, Georgia** (Party of the First Part, hereinafter called the "City"), and, (Party of the Second Part, hereinafter called **Clark Patterson Engineers, Surveyor and Architects, P.C.** the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

The services to be performed under this Contract shall commence upon execution of this Contract. The initial term of this Contract shall be through December 31, 2027. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31, 2027 and each December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

This Contract may be renewed for three (3) additional twelve-month term, upon the same terms and conditions, as provided for in this Contract, unless terminated by the City, by notice to service provider or termination and non-renewal by December 31 of the Contract year. This Contract will terminate on December 31, 2027.

ATTACHMENTS:

The following documents are attached and are specifically incorporated into this Contract by reference:

Exhibit A: General Conditions

Exhibit B: Fees/Rate

Exhibit C: Supplement 7

Scope of Services

Exhibit D: Timeline

Exhibit E: Contractor's Affidavit and Agreement

Exhibit F: Drug Free Workplace

2. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform the services in accordance with the Contract Documents (the "work").

3. PRICE:

As full compensation for the performance of this Contract, the City shall pay the Service Provider for the actual quantity of work performed. The amount shown on Exhibit B is the total obligation of the City pursuant to O.C.G.A section 36-60-13(a)(3). The fees for the work to be performed under this Contract shall be charged to the City in accordance with the lump sum fees and rate schedule shown on Exhibit B. The City agrees to pay the Service Provider following receipt by the City of a detailed invoice, reflecting the actual work performed by the Service Provider.

4. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A---General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the City, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

5. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

6. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon thirty (30) days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

7. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to a lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

8. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

9. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

10. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

12. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnet County, Georgia.

13. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Norcross, GEORGIA

By: _____

Mayor
City of Norcross, Georgia

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

[CITY SEAL]

SERVICE PROVIDER:
Clark Patterson Engineers, Surveyor and Architects, P.C.

BY: _____
Signature

Matt Smullen _____
Print Name
Vice President _____
Title

ATTEST:

Signature

Print Name
Corporate Secretary

(Seal)

Contract #XXXXXXX

EXHIBIT A**GENERAL CONDITIONS****1. SCOPE OF WORK**

The Contract will be to provide the work to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Services attached hereto as Exhibit "C".

2. REGULATIONS

- 2.1 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

3. INTENTIONALLY OMITTED**4. CONTRACTOR'S PERSONNEL**

- 4.1 The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City, if requested.
- 4.4 The Contractor shall transfer promptly from the City any employee or employees that the City advises are not satisfactory, and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.

- 4.5 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 4.6 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.7 While working on city property all Contractors' employees shall wear neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.8 Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to the work. The initial Project Manager shall be (Brian Miller).
- 4.8.1 The Project Manager shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project.
- 4.8.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.
- 4.8.3 In the event that the designated Project Manager terminates employment with the Contractor, or is requested by the City to be removed from the role of Project Manager (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 4.9 The process by which the implementation partner requests the removal of a team member from the project. If a Contractor replaces a proposed team member, the Contractor shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

6. PERFORMANCE REQUIREMENTS

- 6.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 6.2 The Contractor's personnel shall perform work in compliance with all Federal, State, and City of Norcross regulations.
- 6.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- 6.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.

7. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each work day, the Service Provider shall remove daily all waste materials and debris from, and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

8. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Service Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

9. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES

- 9.1 The City shall pay the Contractor, subject to any authorized deductions, the applicable lump sum prices set forth for each service authorized by the City in Exhibit B Fees/Rates, and actually delivered or performed on a percent complete basis for Design Services and hourly for Construction Administration Services and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.
- 9.2 The Contractor will bill the City monthly for the percentage of work accomplished for that month. The City shall pay the Contractor the price as set forth within 30 days after the City's receipt of the invoice. The Contractor shall only invoice the City for the implementation services that were completed and accepted under the Contract, accompanied by such supporting documentation and other backup material as the City may reasonably require.
- 9.3 The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require.
- 9.4 The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.
- 9.5 The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract for a period of up to twelve (12) months from the date of payment.
- 9.6 The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- 9.7 The Contractor shall submit all invoices to: City of Norcross, GA, Accounts Payable, 65 Lawrenceville St. Norcross, GA 3007.

10. COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable

Contract #XXXXXXX

laws of the United States, the State of Georgia, Gwinnet County, the City of Norcross, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.

- 10.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 10.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02.

11. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the City or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract for a period of twelve (12) months.

12. INDEMNIFICATION AND INSURANCE

- 12.1 Indemnification by The Service Provider. To the fullest extent permitted by law, the Service Provider shall indemnify and hold harmless the City, and the City's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Service Provider or Service Provider's officers, directors, partners, employees, or Consultants.
- 12.2 Indemnification by the City. To the fullest extent permitted by law, the City shall indemnify and hold harmless Service Provider, Service Provider's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the City or the City's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the City with respect to this Contract or to the Project.
- 12.3 Environmental Indemnification. In addition to the indemnity provided under Section 13 of Exhibit A---General Conditions of this Contract, and to the fullest extent permitted by law, the City shall indemnify and hold harmless the Service Provider and its officers, directors, partners, agents, employees, and Consultants from and

against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate the City to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

12.4 Percentage Share of Negligence. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of the City, Service Provider, and all other negligent entities and individuals.

12.5 Mutual Waiver. To the fullest extent permitted by law, the City and Service Provider waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

12.6 Insurance

12.6.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of the Service Provider's performance of the Contract work:

(1) Commercial general liability insurance with coverage of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

13.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance.

12.6.2 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service Provider's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

12.6.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance

must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statute of Limitations has run for the work done on the project.

12.6.4 Health Insurance. Not applicable.

12.6.5 Garage Liability Insurance. Not applicable.

12.6.6 Garage Keeper's Legal Liability Insurance. Not applicable.

12.6.7 Crime Coverage. Not applicable.

12.6.8 Pollution Liability Insurance. Not applicable.

12.6.9 Deductibles. The Service Provider's policies of insurance required by this Section 12.7 may require the Service Provider's payment of a deductible, provided the Service Provider's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Service Provider pay the deductible prior to its insurer's payment of the claim.

12.6.10 Other Insurance Requirements. All insurance policies required by this Section 13.7 shall provide that they are primary insurance with the exception of Professional Liability and Worker's Compensation and Employer's Liability with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions, and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider's execution of the Contract. The Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, an "adverse material change" shall mean any reduction in the limits of the insurer's liability below the minimum limits of insurance required by this Section 13, non-renewal, or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. In the event of an adverse material change, the Service Provider shall, within five (5) days after such adverse material change, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

13. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE

13.1 A surety Bond/Letter of Credit is not required for this Contract.

13.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M.

Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

14. CONTRACT ADJUSTMENTS

- 14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 14.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

15. SUBCONTRACTORS

- 15.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City. The City approves the sub-contractors listed in the Statement of Qualifications.
- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.
- 15.3 In the event that the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

16. DEFAULT AND TERMINATION**16.1 In the event that:**

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service

Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.

17. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

18. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

19. NOTICES

- 19.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.
- 19.2 Unless otherwise stated herein, all notices or other writings which the Contractor is required or permitted to give to the City may be hand delivered to the City Manager, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Norcross, GA
ATTN: City Manager
65 Lawrenceville St.
Norcross, GA 30071

Clark Patterson Engineers, Surveyor and Architects, P.C.
ATTN: Brian Miller, PE
3011 Sutton Gate Drive, Suite 130
Suwanee, GA 30024
678-318-1008

19.3 Either party may change its notice address by written notice to the other given as provided in this section.

20. NONDISCRIMINATION

20.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

20.1.1 Compliance with Regulations. The Service Provider shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

20.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

20.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

20.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Service Provider is in the exclusive possession of another who fails or refuses to furnish this information, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

20.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

21.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

21.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

21.1.6 Incorporation of Provisions. The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

- 21.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

21. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

22. GENERAL PROVISIONS

- 22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions and the Request for best and final offer. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Fees/Rate, (v) the Proposal Forms, and (vi) the Request.
- 22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 22.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, , with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract for a period of twelve (12) months.

- 22.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Gwinnet County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City
- 22.6 The section headings herein are for the convenience of the City and the Service Provider, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 22.8 The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 22.9 In any litigation commenced between the Service Provider, the City, and/or a third party arising out of the Service Provider's operations and activities at the premises or in any action to enforce the terms of this Contract, then the non-prevailing party shall pay all costs and reasonable attorney's fees and other court or legal costs incurred by or imposed upon the prevailing party in connection with such litigation for all trial and appellate proceedings in proportion equal to the percentage liability of the non-prevailing party as ultimately adjudicated using principles of comparative fault. The parties shall give prompt notice to the other party of any claim or suit instituted against it by such third party. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.
- 22.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any current employee of the City.
- 22.11 The Service Provider shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.
- 22.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 22.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.

- 22.14 The Service Provider is an independent Contractor and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 22.15 The Service Provider and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors and which support the amounts reported and/or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from the City be made available in Gwinnet County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof.
- 22.16 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 22.17 There are no third-party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- 22.18 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 22.19 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 22.20 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 22.21 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated

profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

- 22.22 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to the Service Provider or any governmental agency resulting from the purchase by that agency of products and/or services from the Service Provider in connection with this Contract.

* * * * * END OF GENERAL CONDITIONS * * * * *

EXHIBIT B**Fees/Rates****Design Fee: \$34,400****Additional Services to be billed hourly at the rates provided below.****Fees:**

Task 1: \$18,600

Task 2: \$15,800

Title	Hourly Rate
Principal	\$210 - 270
Project Manager	\$150 -210
Project Architect/Professional Engineer/Planner	\$135 -175
Sr. Architect /Sr. Engineer/Sr. Interior Designer	\$100 -135
Sr. Draftsperson/Jr. Engineer/Jr. Interior Designer	\$70-95
Jr. Draftsperson	\$75
Specification - Word Processor/Analyst	\$65
Clerical	\$65

EXHIBIT C**SCOPE OF SERVICES**

Through the Preliminary Design Phase and the Final Design Phase of the City of Norcross Beaver Ruin Creek Greenway (GDOT PI# 0016067), the scope of the project expanded beyond the original contract scope and its fee assumptions. CPL requests a supplemental fee to cover the following tasks:

Task 1: Hydrology (Detention) Analysis & (Runoff Reduction/Water Quality) Infeasibility Study**Scope**

1. Gather Stream Stats and Gwinnett County flood model data to determine drainage basin characteristics/assumptions at one (1) study point – downstream most point in Beaver Ruin Creek Greenway project limits. This analysis does not include subbasin analysis at every individual outfall.
2. Prepare an overall basin hydrology analysis for pre and post-development analysis at study point.
3. Analyze creek cross section at study point (downstream most point in creek within project limits) – includes one (1) cross section.
4. Prepare findings in a hydrology report, intent is to justify no detention.
5. Determine requirements for runoff reduction volume.
6. Prepare stormwater concept plan(s) – mark up current Greenway plans with hardship.
7. BMP infeasibility analysis – use TSS BMP list identifying whether or not BMP's would be appropriate for the Greenway project.
8. Prepare infeasibility report with supporting documentation.

Lump Sum Fee: \$18,600.00

Task 2: Culvert Extension (HEC-RAS) Analysis

1. Obtain Gwinnett County HEC-RAS and basin files to establish a duplicate model of the Flood Insurance Study.
2. Using current survey and topography data, create a Corrective Effective model of the existing culvert.
3. Prepare a proposed model showing the culvert extension.
4. Analyze HEC-RAS results and present findings in a report. Provide a no-rise certification if applicable.

Lump Sum Fee: \$15,800.00

EXHIBIT D

TIMELINE

To be developed later with input by both Parties

EXHIBIT "E"

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT



E-Verify Contractor Affidavit
O.C.G.A. § 13-10-91 (b)(1)

Physical performance of services: Contracts with the City involving both physical labor and any services over \$2499.99 in value.

Contractors must be registered with and use the E-Verify program. If you have not registered, you can find the information at www.uscis.gov (click on E-verify Homepage, see start here directions.)

it is the responsibility of the Contractor to submit additional E-Verify Affidavits on every Sub-Contractor for this project.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Norcross has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Project Name: _____ Date of Project: _____

Legal Name of Contractor: _____

Address: _____ City: _____ State: _____ Zip Code: _____

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

Date of Authorization: _____ **EXEMPT: YES OR NO**

****If a contractor has no employees and does not hire or intend to hire they may satisfy the law by submission of (State DL or State ID) Drivers' License Number: _____***

I hereby declare under penalty of perjury that the foregoing is true and correct

Signature of Authorized Officer/Agent _____ Date _____ Printed Name and Title of Authorized Officer/Agent _____

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Executed in _____ (City) _____ (State)

NOTARY PUBLIC Signature _____

My Commission Expires _____

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

EXHIBIT F**DRUG FREE WORKPLACE**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with _____ (Contractor),
_____ (Subcontractor) certifies to the Contractor that a drug free
workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant
to paragraph (7) of subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Company Name

BY: Authorized Officer or Agent Date
(Contractor Signature)

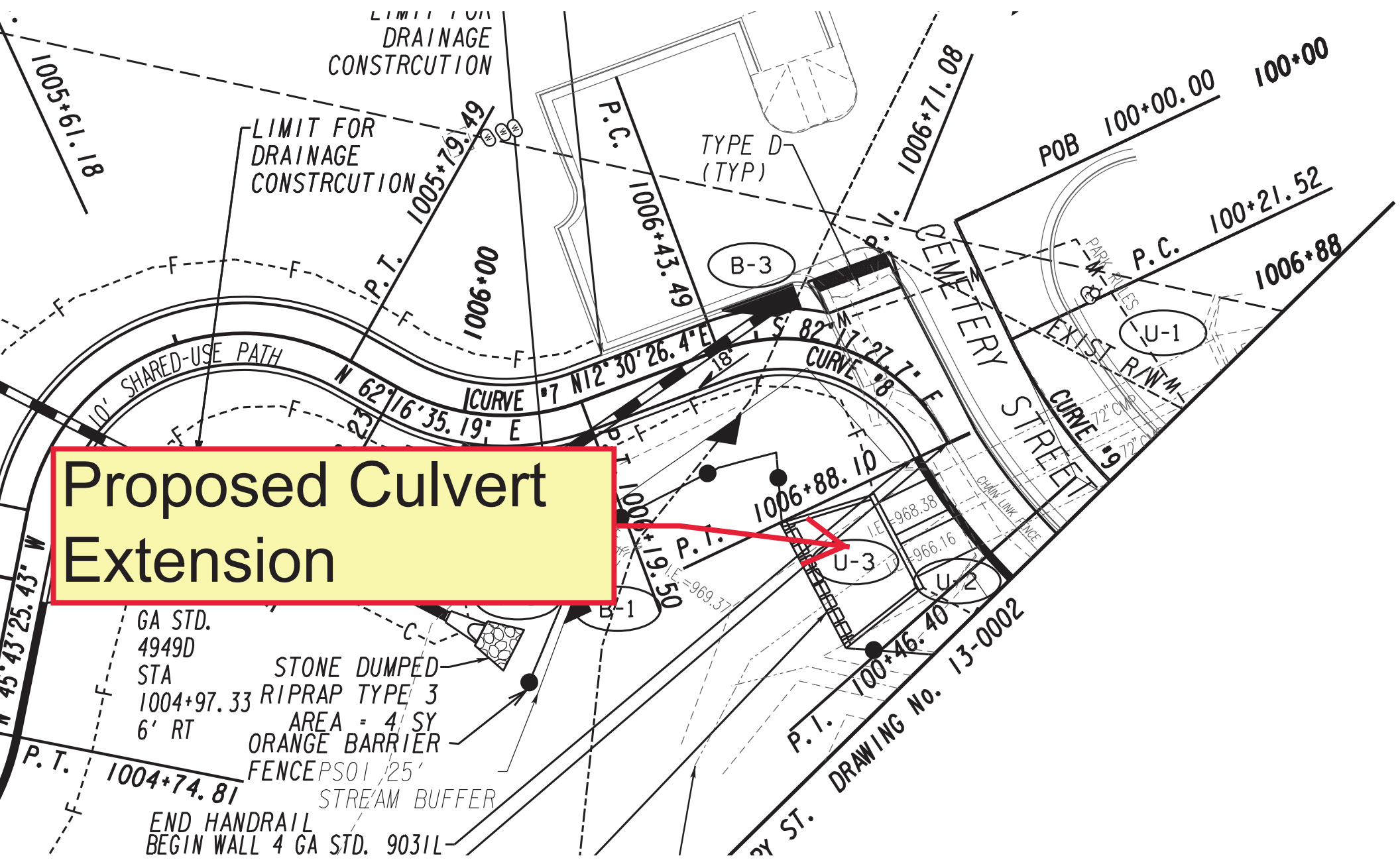
Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Date

Contract #XXXXXXX

Proposed Culvert Extension



Finance Department Budget Adjustment Entry

Purpose:

Item 26-2026-35 Budget Amendment for Traffic Study of Olde Town Park Dr/Holcomb Bridge Rd intersection

Effective Date:

2/2/2026

Description	Account Number	Increase	Decrease
Public Works, Professional Services Other	100-5.4100-521305	20,000	
Mayor & Council, Contingencies	100-5.1310.579000		20,000
	Totals	20,000	20,000



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

AGENDA REPORT

To: Mayor and Council

From: Len Housley, Director of Public Works

Meeting Date: February 2, 2026 – Regular Council Meeting (RCM)

Item No.: 2026-27

Title: Sidewalk Data and Gap Analysis

CC: Eric Johnson, City Manager

Recommendation: Approve recommended sidewalk priorities and initial proposed projects.

Background:

Norcross sidewalk mapping and GIS files were completed by Keck & Wood in November 2025. The GIS data shows existing sidewalks, sidewalk gaps, and streets with no sidewalks. The sidewalk gap data shows 21,670 linear feet (LF) of sidewalks not connected in the city of Norcross. Of which approximately 1,490 LF belongs to County and State.

Provided is a recommended prioritization:

High:

- Address Gaps-Focus on connecting existing sidewalk segments to create a seamless network, especially for medium to high traffic volume.
- No sidewalks on either side of the street in medium to high traffic volume that would cause pedestrians to walk in the street.
- Sidewalk installation ICW road widening and/or other projects.
- Sidewalk on one side of the street where it is difficult to cross the street safely, and/or no installation of a crosswalk-medium to high level traffic volume.
- Areas with high pedestrian volume, uncomfortable pathways, or missing sidewalks and crossings.
- Lack of sidewalks within a quarter-mile of schools and parks.

Low:

- Sidewalks on one side of the street in low traffic volume areas and low posted speed limits such as a residential neighborhood.
- Cul-de-Sacs or Hammerheads.
- Existing neighborhood streets with no sidewalks as designed in development and low traffic volume and low posted speed limit signs-no history of safety concerns.
- culvert extension.



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

Based on the recommended prioritization, staff propose the following projects for FY26 and FY27:

- Ruth Street Phase 1:
 - \$21,225 Stormwater work/Curb n Gutter (SW funds available FY26)
 - \$16,140 Sidewalk (GF Sidewalk Funds available FY26)
 - \$37,365 Total (FY26)
- Lake Drive: \$9,700 (North) plus \$10,000 for relocation of power pole
 - \$5,150 (South)
 - \$24,850 Total (FY27)
- Autry:
 - \$12,700
 - \$10,000 Required Tree removals
 - \$22,700 Total (FY27)
- West Peachtree:
 - \$17,000 Total (FY27)

Upon award of Safe Streets for All (SS4A), contractor will also assess pedestrian safety throughout Norcross. Our Data and GIS files will be given to the contractor for further assessment of safety concerns. Future recommended projects will incorporate the SS4A findings.

Financial Impact: FY26 \$37,365/FY27 \$64,550. For FY27 the sidewalk budget would need to increase. The FY26 sidewalk budget approved was \$40,000.

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

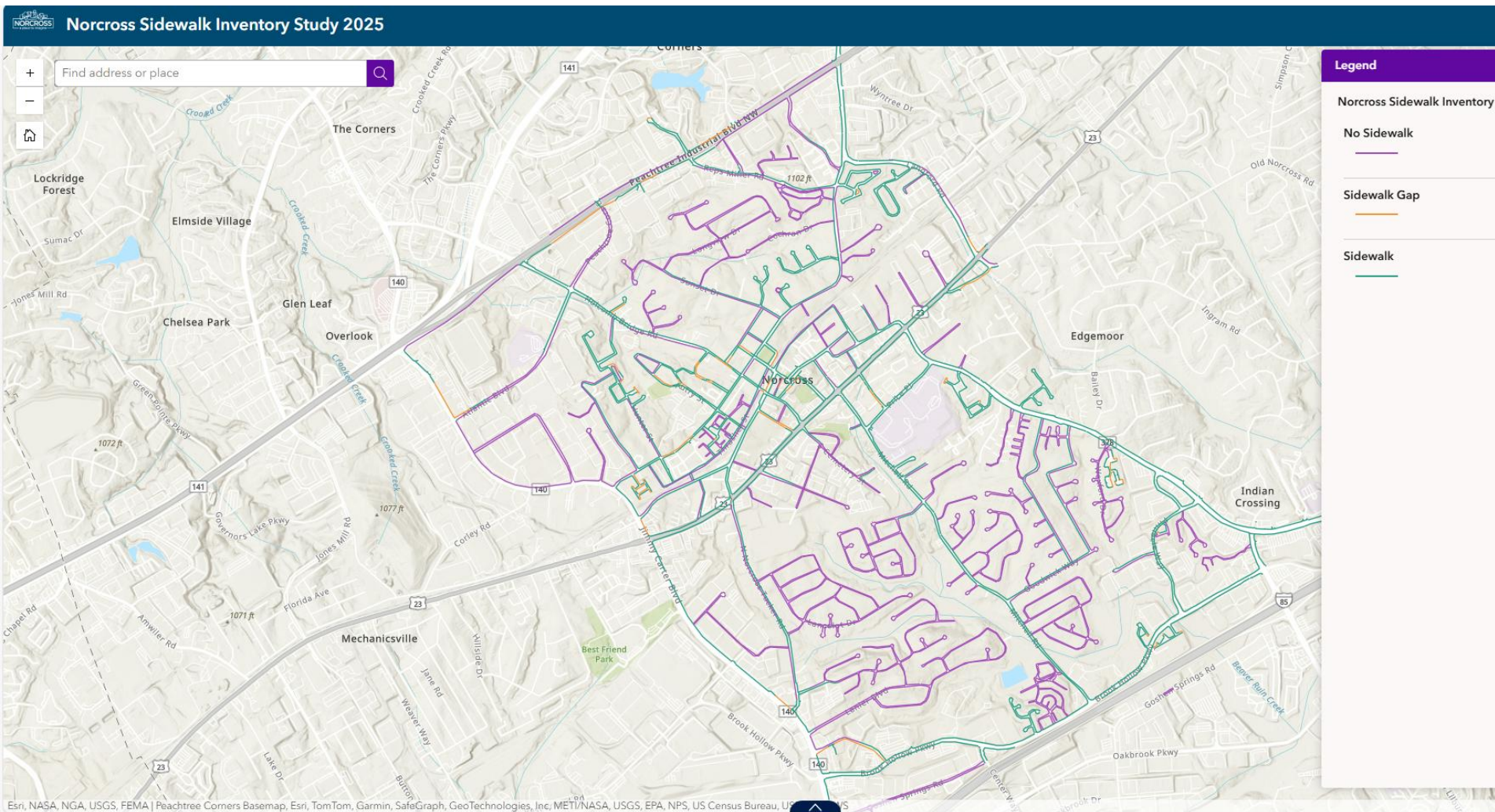
1. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
2. Increases Opportunities for Travel via Different Modes within and Outside the Community

Attachments

- Sidewalk PP Brief

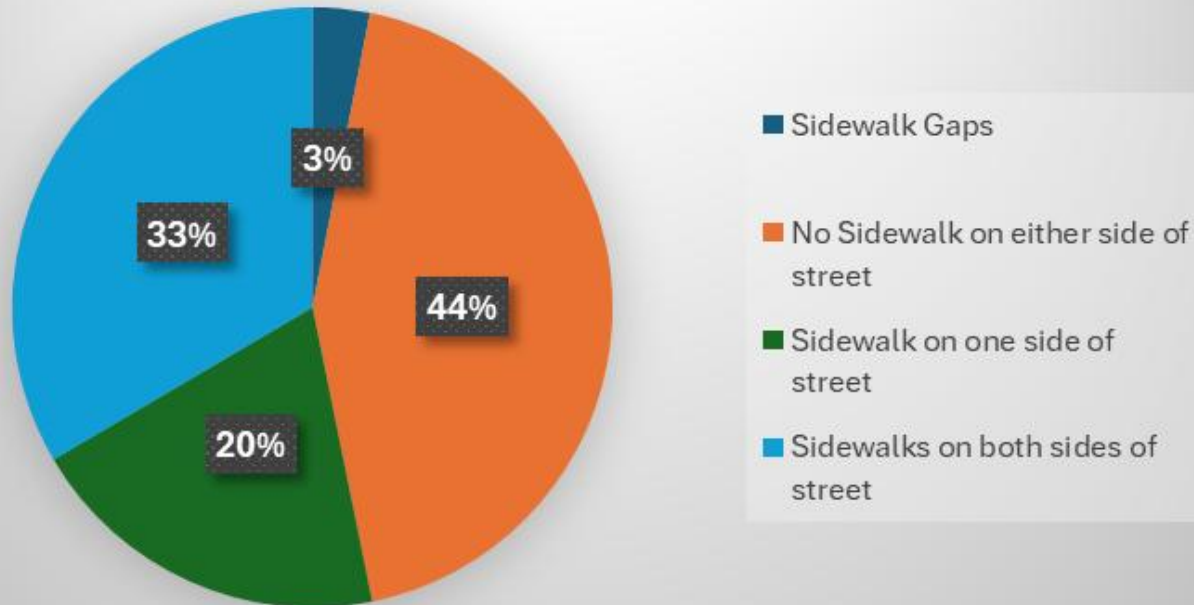
Update

Norcross Sidewalk GIS Map-Developed November 2025



Sidewalk Snapshot

Norcross Sidewalk Inventory



- Sidewalk Gaps=21,670 LF
- No Sidewalk on either side of street=307,868 LF
- Sidewalk on one side of street=138,935 LF
- Sidewalks on both sides of street=235,539 LF

*Data Includes all roads in Norcross

Sidewalk Recommended Prioritization Factors

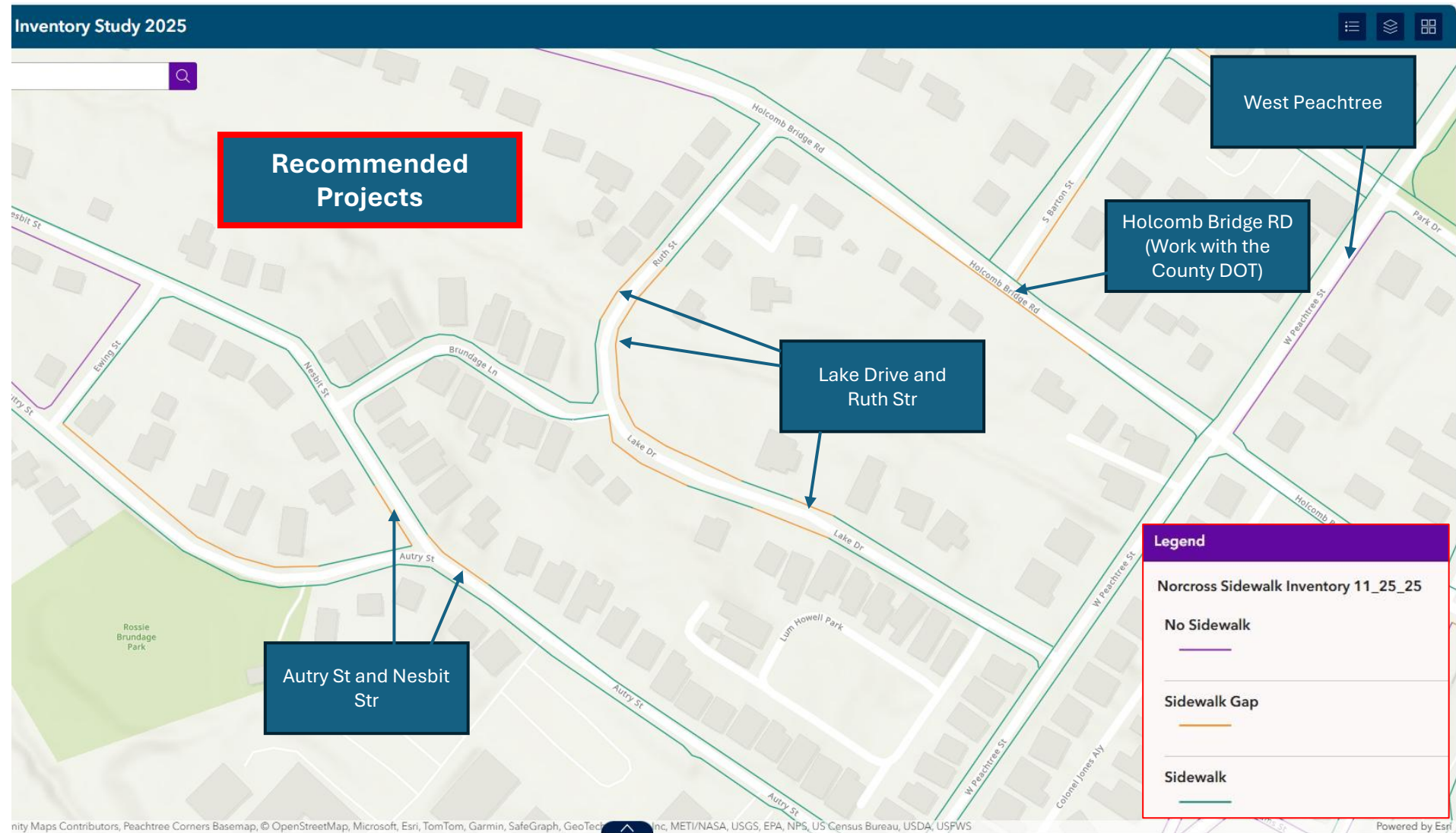
High:

- ✓ Address Gaps-Focus on connecting existing sidewalk segments to create a seamless network, especially for medium to high traffic volume.
- ✓ No sidewalks on either side of the street in medium to high traffic volume that would cause pedestrians to walk in the street.
- ✓ Sidewalk installation ICW road widening and/or other projects.
- ✓ Sidewalk on one side of the street where it is difficult to cross the street safely, and/or no installation of a crosswalk-medium to high level traffic volume.
- ✓ Areas with high pedestrian volume, uncomfortable pathways, or missing sidewalks and crossings.
- ✓ Lack of sidewalks within a quarter-mile of schools and parks.

Low:

- ✓ Sidewalks on one side of the street in low traffic volume areas and low posted speed limits such as a residential neighborhood.
- ✓ Cul-de-Sacs or Hammerheads.
- ✓ Existing neighborhood streets with no sidewalks as designed in development and low traffic volume and low posted speed limit signs-no history of safety concerns.

Norcross Sidewalk GIS Map-Developed November 2025



Other projects will be recommended upon completion of the Safe Streets for All (SS4A) study and report.

Sidewalk Gap, Narrow Road, and Stormwater Issues-Ruth Street

Phase 1

- Road widening
- Curb n Gutter
- Sidewalk

Phase 2

- Stormwater pipe
- Curb n Gutter
- Sidewalk

Estimated Costs

Ruth Street Phase 1:

- \$21,225 Stormwater work/Curb n Gutter (SW funds available FY26)
- \$16,140 Sidewalk (GF Sidewalk Funds available FY26)
- **\$37,365 Total (FY26)**

Lake Drive: \$9,700 (North) plus \$10,000 for power pole relocation

- \$5,150 (South)
- **\$24,850 Total (FY27)**

Autry:

- \$12,700
- \$10,000 Required Tree removals
- **\$22,700 Total (FY27)**

West Peachtree:

- **\$17,000 Total (FY27)**



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AGENDA REPORT

To: Mayor and Council

From: Bruce Gaynor, Mayor Pro Tem

Meeting Date: February 2, 2026! – Regular Council Meeting (RCM)

Item No.: 2026-35

Title: Traffic study and ownership of Holcomb Bridge Road

CC: Eric Johnson, City Manager

Recommendation

Authorize the Mayor to initiate a discussion with Gwinnett County on transferring ownership of Holcomb Bridge Road from the intersection with Peachtree Boulevard to the intersection with Buford Highway, along with any funds the County has planned for maintenance and improvements (e.g., resurfacing, sidewalks, stormwater).

Background

Holcomb Bridge Road is a County-owned and -maintained road within the City of Norcross from the intersection of Peachtree Boulevard to the intersection of Buford Highway. In consideration of concerns expressed by City residents, a traffic study can identify potential improvements justified at the intersection with Olde Town Park Drive. Gwinnett County has agreed to conduct such a study.

Financial Impact

The potential cost for future maintenance and improvements has not been estimated.

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

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

Attachments - none