

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, March 18, 2024

6:00 PM

2nd Floor Conference Room

Special Called Meeting

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Marshall Cheek

- A. **Call to Order by Mayor Craig Newton**
PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES
- B. **Roll Call (recorded)**
- C. **Comments by Citizens**
- PH. **Public Hearings**
- E. **Items for Discussion**
 - 1. [24-6956](#) **Agreement Between Gwinnett County, the Gateway85 Community Improvement District, and the City of Norcross Regarding Establishing and Funding a Gateway85 /Norcross Pilot Microtransit Zone Pilot Project**

[Agenda Report 2024 Microtransit Agreement 031824 \(002\)](#)

[Microtransit Zone Agreement with Gwinnett, Gateway 85, and Norcross Final 3.8.24](#)

[EXHIBIT A - MAP ZONE](#)

[EXHIBIT B - Pilot Microtransit Service Details 3.8.24](#)

[EXHIBIT C - Agreement Holiday Schedule](#)
- F. **Adjourn to Executive Session for Legal, Personnel, and Real Estate**
- G. **Signed by _____ Mayor Craig Newton**
- H. **Attest _____ Monique Philip, City Clerk**



City of Norcross

Legislation Details (With Details)

65 Lawrenceville St.
Norcross, GA 30071
770-448-2122
770-242-0824

File#:	24-6956	Version:	
Type:	Agenda Item	Status:	Agenda Ready
File Created:	3/14/2024	In Control:	Special Called Meeting
On Agenda:	3/18/2024 6:00 PM	Status:	Submitted
Title:	Agreement Between Gwinnett County, the Gateway85 Community Improvement District, and the City of Norcross Regarding Establishing and Funding a Gateway85 /Norcross Pilot Microtransit Zone Pilot Project		
Sponsors:			
Code Sections:			
Attachments:			

1. [Agenda Report 2024 Microtransit Agreement 031824 \(002\)](#)
2. [Microtransit Zone Agreement with Gwinnett, Gateway 85, and Norcross Final 3.8.24](#)
3. [EXHIBIT A - MAP ZONE](#)
4. [EXHIBIT B - Pilot Microtransit Service Details 3.8.24](#)
5. [EXHIBIT C - Agreement Holiday Schedule](#)

Title
Agreement Between Gwinnett County, the Gateway85 Community Improvement District, and the City of Norcross Regarding Establishing and Funding a Gateway85 /Norcross Pilot Microtransit Zone Pilot Project

Drafter
Councilmember Bruce Gaynor

Motion
A motion to Approve/Deny an agreement between Gwinnett County, The Gateway85 Community Improvement District, and the City of Norcross regarding a Gateway85/Norcross Pilot Microtransit Zone, appropriate \$154,199 from the General Fund unreserved fund balance, and transfer that amount to the Capital Project Fund for costs associated with this pilot project.



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

Agenda Report

To: Mayor and Council

From: Councilmember Bruce Gaynor

Meeting Date: March 18, 2024 – Special Called Meeting

Item No.: 24 - 6956

Title: Agreement between Gwinnett County, the Gateway85 Community Improvement District, and the City of Norcross regarding establishing and funding a Gateway85 /Norcross Pilot Microtransit Zone pilot project

CC: Eric Johnson, City Manager

Recommendation Approve an agreement between Gwinnett County, The Gateway85 Community Improvement District, and the City of Norcross regarding a Gateway85/Norcross Pilot Microtransit Zone, appropriate \$154,199 from the General Fund unreserved fund balance, and transfer that amount to the Capital Project Fund for costs associated with this pilot project.

Background The City of Norcross has worked with Gwinnett County and Gateway85 to refine a proposed pilot project to create microtransit service within a designated area as shown on Exhibit A as the Gateway85/Norcross Pilot Microtransit Zone, and with services as shown on Exhibit B. Services within the designated area are scheduled to begin operation in September 2024 and will be provided for a 14-hour period daily from Monday through Saturday, excluding designated holidays, as shown in Exhibit C. Unless terminated earlier as provided herein, this Agreement will remain in effect from August 1, 2024 through July 31, 2025.

This issue was previously presented at a Special Called Meeting on February 19th, and the concept was approved at the City Council meeting on March 4th, subject to renegotiation of the City's cost. The attached agreement addresses the city's concerns by restructuring the duration of the pilot project to reduce the overall costs, as well as the cost-sharing formula. The City's share is now 12 percent.

Financial Impact The City's projected cost is \$154,198.17, less a proportionate share of fares paid by passengers. Since this is a one-time cost that will cross City fiscal years (the estimates provided reflect calendar years), a one-time commitment of funding in the amount of \$154,199

from the City's General Fund unreserved fund balance is recommended, with the funds transferred to the City's Capital Project Fund, from which payments to Gwinnett County will be paid as invoices are received. On completion of the pilot project, any unspent funds will be returned to the General Fund or reallocated to another capital project. Capital funds automatically carry over from one fiscal year to the next until the project is completed. While there is no asset to the City resulting from this project, the non-recurring nature of this as well as the cross-year funding fits with this approach.

Estimated Funding Costs

Calendar Year Cost		CY2024	CY2025	Total
Gwinnett	44.0%	\$ 212,056.68	\$ 353,336.61	\$ 565,393.29
CID	44.0%	\$ 212,056.68	\$ 353,336.61	\$ 565,393.29
Norcross	12.0%	\$ 57,833.64	\$ 96,364.53	\$ 154,198.17
Total Proposed Cost, less passenger fares				\$1,284,984.76

Consistent with Comprehensive Plan? Increases Opportunities for Travel via Different Modes within and Outside the Community.

Next Steps

Attachments

Intergovernmental Agreement between Gwinnett County, Gateway85 CID, and the City of Norcross

Exhibit A Map zone.

Exhibit B Pilot microtransit service details.

Exhibit C Agreement holiday schedule.

Update

AGREEMENT BETWEEN GWINNETT COUNTY, THE GATEWAY85 GWINNETT COMMUNITY
IMPROVEMENT DISTRICT, AND THE CITY OF NORCROSS REGARDING A GATEWAY
85/NORCROSS PILOT MICROTRANSIT ZONE

This Agreement (hereinafter referred to as “Agreement”), made by and between the Gateway85 Gwinnett Community Improvement District, a self-taxing district authorized by the Gwinnett County Board of Commissioners and headquartered at 6305 Crescent Drive, Norcross, Georgia (hereinafter referred to as “CID”), the City of Norcross, a municipal corporation chartered by the State of Georgia and headquartered at 65 Lawrenceville Street, Norcross, GA 30071 (herein referred to as “CITY”) and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as “COUNTY”) (CID, CITY, and COUNTY sometimes individually referred to as “party” and collectively referred to as “parties”) each of whom has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS, the parties to this Agreement are duly authorized by law to enter into this Agreement; and

WHEREAS, the CID, the CITY, and the COUNTY have certain funds allocated for use in connection with the Gateway 85/Norcross Pilot Microtransit Zone transportation project that encompasses the boundaries of the CID and a portion of the CITY (hereinafter referred to as the “Transit Zone”) as shown on “Exhibit A”, attached hereto and incorporated herein by reference; and

WHEREAS, the parties believe that it would be in the best interest of the health, safety and welfare of the citizens of Gwinnett County to combine their resources and efforts to provide for the designation and operation of said Transit Zone to provide microtransit services as described in the Microtransit Pilot Service Details attached as “Exhibit B” and incorporated herein by reference (hereinafter referred to as the “Services”).

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1. At the CID’s and the CITY’s request, the COUNTY designates the boundaries of the CID and the CITY as shown on Exhibit A as the Gateway85/Norcross Pilot Microtransit Zone.
2. Services within the Transit Zone are scheduled to begin operation in September 2024 and will be provided for a 14-hour period daily throughout the Term of this Agreement from Monday through Saturday, excluding designated holidays. The current holiday schedule is attached as “Exhibit C” and incorporated herein by reference. The COUNTY reserves the right to modify the holiday schedule upon sixty (60) days’ advance written notice to the other parties. Unless terminated earlier as provided herein, this Agreement will remain in effect from August 1, 2024 through July 31, 2025 (herein referred to as the “Term”).
3. The COUNTY shall be responsible for securing and contracting all vendor(s) necessary to provide and manage the Services.
4. The COUNTY shall be responsible for the payment of invoices from the selected vendor(s). Upon payment of invoices, the COUNTY will then invoice the CID and the CITY for their herein agreed upon shares of the Services’ cost on a monthly basis for reimbursement.

5. The CID shall be responsible for 44% of the total cost of providing the Services. Should the CID request additional resources or services, the CID shall be responsible for the full cost of any such additional resources or services.
6. The CITY shall be responsible for 12% of the total cost of providing the Services. Should the CITY request additional resources or services, the CITY shall be responsible for the full cost of any such additional resources or services.
7. The COUNTY shall be responsible for 44% of the total cost of providing the Services. In addition, the COUNTY shall provide staff to oversee the vendor(s), and the costs of COUNTY staff will be borne solely by the COUNTY. Should the COUNTY choose to modify, expand, or extend the resources or services provided beyond the scope specified herein, the COUNTY will be fully responsible for all such additional costs.
8. If any party wishes to terminate this Agreement for convenience prior to the end of the Term, then the terminating party shall provide sixty (60) days' advance written notice to the other parties. Each party agrees to pay its percentage share of the Services and cost of its requested additional resources and services associated with this Agreement up to the effective date of termination in accordance with the terms of this Agreement.

The parties agree that neither the COUNTY, the CITY nor the CID shall indemnify or hold harmless the other party, its agents, inspectors, servants and employees, past and present for any matters arising out of this Agreement. The COUNTY, the CITY and the CID shall assume and defend at their own cost, any suit, action or other legal proceeding against such party arising from this Agreement.

The COUNTY shall cause the Service provider to indemnify, defend, and hold harmless all parties to this Agreement. Further, throughout the Term, the COUNTY shall require vendors, at a minimum, to obtain and maintain the following insurance coverage written with companies with an A.M. Best's A-VII or better rating and an S&P A- or better rating:

(a) Commercial General Liability insurance, written on an occurrence basis, with limits not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate (on a per location basis), Two Million Dollars (\$2,000,000) products/completed operations aggregate, and One Million Dollars (\$1,000,000) personal and advertising injury liability. The insurance shall be written on a current ISO occurrence form (or a substitute form providing equivalent or broader coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury and liability assumed under an insured contract.

(b) Workers' Compensation insurance as required by the applicable state law, and Employer's Liability insurance with limits not less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease policy limit, and Five Hundred Thousand Dollars (\$500,000) disease each employee.

(c) Commercial Auto Liability insurance (if applicable) covering vehicles owned, non-owned, hired or used by vendors providing Services with limits not less than One Million Dollars (\$1,000,000) combined single limit each accident.

(d) Umbrella/Excess Liability insurance on a follow form basis in excess of the Commercial General Liability, Employer's Liability and Commercial Auto Liability policies with limits not less than Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) annual aggregate.

The parties shall be endorsed on each policy as “Additional Insureds” as it pertains to the Commercial General Liability, Umbrella/Excess Liability, and Auto Liability policies, and said coverage shall be primary and noncontributory to any insurance carried by Additional Insureds.

All notices pursuant to this Agreement shall be served as follows: As to the COUNTY, Chairwoman, Gwinnett County Board of Commissioners, 75 Langley Drive, Lawrenceville, Georgia 30046, with a copy to the County Attorney at the same address. As to the CID, Executive Director, 6305 Crescent Drive, Norcross, Georgia 30093. As to the CITY, City Manager, 65 Lawrenceville Street, Norcross, GA 30071.

This Agreement with exhibits and attachments constitute the entire written agreement between the parties hereto as to all matters contained herein. All subsequent changes to this Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party, and no provisions contained within this Agreement are intended to nor shall they in any way be construed to relieve any contractor performing Services of any liability or of the obligation to complete the work in a good, substantial, and workmanlike manner. No provision in this Agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to the COUNTY, the CITY, or the CID by the Constitution and laws of the State of Georgia. The Agreement shall be governed by the laws of the State of Georgia.

{ Signatures on following pages }

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 2024.

GWINNETT COUNTY, GEORGIA

By: _____

NICOLE L. HENDRICKSON

Title: CHAIRWOMAN

ATTEST:

By: _____

Title: County Clerk/Deputy County Clerk (SEAL)

APPROVED AS TO FORM:

Gwinnett County Staff Attorney

CITY OF NORCROSS

By: _____

Title: _____

ATTEST:

By: _____

Title: _____ (SEAL)

GATEWAY 85 GWINNETT COMMUNITY
IMPROVEMENT DISTRICT

By:_____

Title:_____

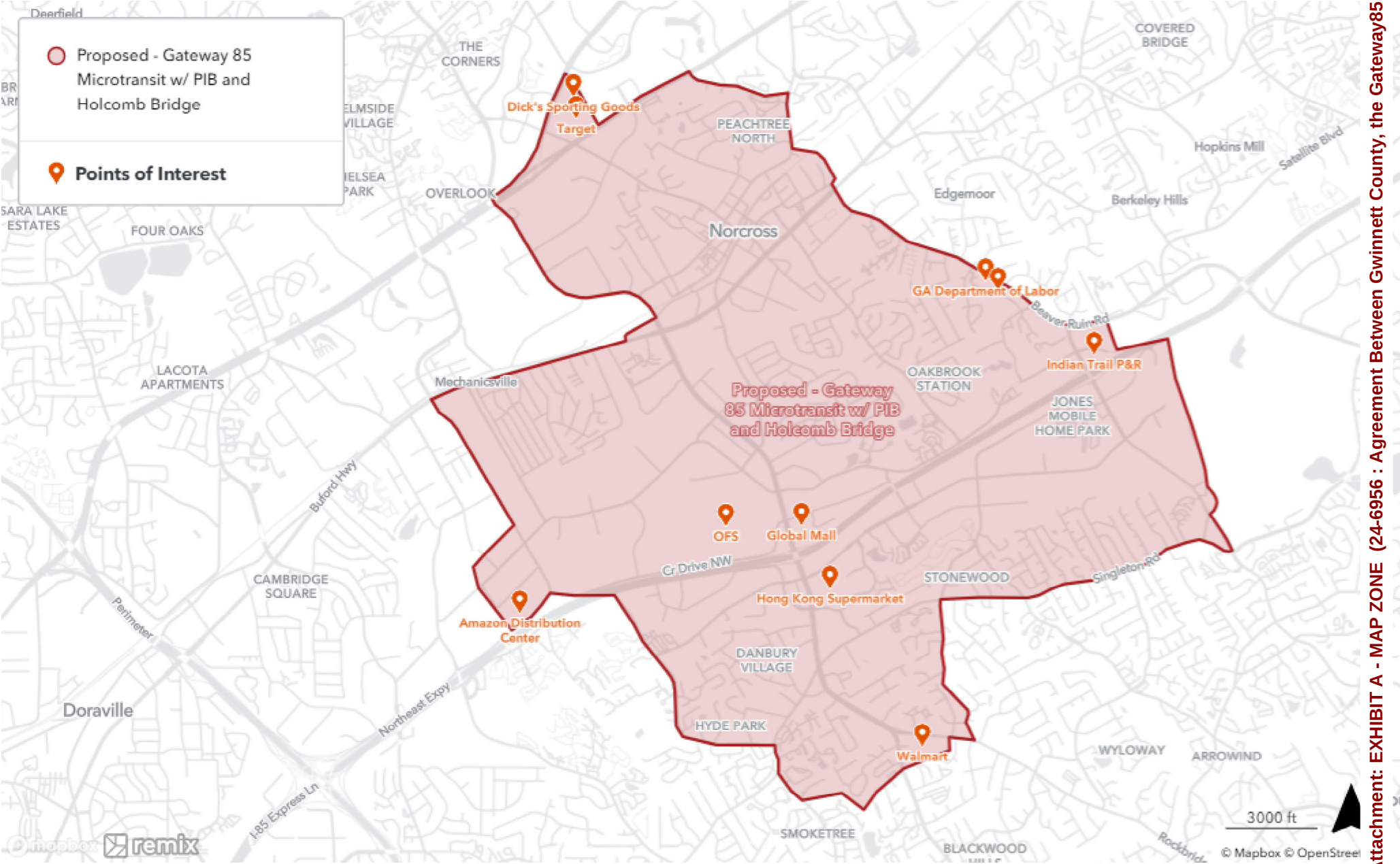
ATTEST:

By:_____

Title:_____ (SEAL)

Attachment: Microtransit Zone Agreement with Gwinnett, Gateway 85, and Norcross Final 3.8.24 (24-6956 : Agreement Between Gwinnett

"Exhibit A"



“Exhibit B” Microtransit Pilot Service Details

- Microtransit services will be provided through a partnership involving Gwinnett County, Gateway85, and the City of Norcross.
- 3 buses will be deployed, with 1 in reserve (4 total).
- Operating hours will be from 6:00 am to 8:00 pm, Monday through Saturday, offering a 14-hour service window.
- The service area will cover approximately 36,500 people, including 15,000 residents in the City of Norcross.
- The service will initially operate on a curb-to-curb basis but may transition to designated location stops.
- The cost per ride is \$3 and can be accessed via the Ride Gwinnett mobile app or by calling for those without smartphones.
- Each bus will accommodate up to 9 passengers, with provisions for wheelchair accessibility.
- The initiative will be governed by a 1-year contract spanning from August 1, 2024 to July 31, 2025, with TransDev serving as the contract provider.
- Farebox revenue will be deducted first and will proportionately reduce the financial obligations of all partners. Monthly billing will cover expenses such as the app, lease, operations and maintenance, and fuel.

Estimated Funding Costs

Proposal: 14 Hour Service - 1 Year Agreement

Calendar Year Cost		CY2024	CY2025	Total
Gwinnett	44.0%	\$ 212,056.68	\$ 353,336.61	\$ 565,393.29
CID	44.0%	\$ 212,056.68	\$ 353,336.61	\$ 565,393.29
Norcross	12.0%	\$ 57,833.64	\$ 96,364.53	\$ 154,198.17
		\$ 481,947.00	\$ 803,037.76	\$ 1,284,984.76

“Exhibit C” Ride Gwinnett – Holiday Schedule

New Year’s Day

No commuter, local, microtransit or paratransit service will run.

Martin Luther King Day

No commuter service will run. Local and paratransit service will operate on a Saturday schedule. Microtransit will operate as normal.

Memorial Day

No commuter, local, microtransit or paratransit service will run.

Juneteenth

No commuter service will run. Local, microtransit and paratransit service will operate as normal.

Independence Day

No commuter, local, microtransit or paratransit service will run.

Labor Day

No commuter, local, microtransit or paratransit service will run.

Day before Thanksgiving

No commuter service will run. Local, microtransit and paratransit service will operate as normal.

Thanksgiving Day

No commuter, local, microtransit or paratransit service will run.

Day after Thanksgiving

No commuter service will run. Local and paratransit service will operate on a Saturday schedule. Microtransit will operate as normal.

Christmas Eve

No commuter service will run. Local and paratransit service will operate on a Saturday schedule. Microtransit will operate as normal.

Christmas Day

No commuter, local, microtransit or paratransit service will run.