

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, February 6, 2023

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Matt Myers

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Dr. Arlene Beckles

- A. Call to Order by Mayor Craig Newton**
PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES
- B. Roll Call (recorded)**
- C. Invocation**
- D. Pledge of Allegiance to the Flag of the United States of America**
- E. Presentation of previous meetings minutes for acceptance**
 - [23-6659](#) Approval of Previous Meeting Minutes**
 - [Mayor and Council - Regular Meeting - Jan 3, 2023, 6:30 PM](#)
 - [Policy Work Session - Policy Work Session - Jan 17, 2023, 6:30 PM](#)
- F. Acceptance of Meeting Agenda as Presented for the Scheduled Meeting**
 - 1. [23-6658](#) Acceptance of the Agenda**
- G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**
 - a. [23-6660](#) 2023 Arbor Day Proclamation**
A proclamation recognizing Arbor Day 2023.
[2023 Arbor Day Proclamation](#)
 - b. [23-6661](#) Proclamation Recognizing Barbara Kohlhausen**
A proclamation recognizing Barbara Kohlhausen for her service on the Discovery Garden Park Board.
[Proclamation for Barbara Kohlhausen](#)
 - c. [23-6662](#) Proclamation Recognizing Susan Bell**
A proclamation honoring Susan Bell for her service on the Sustainable Norcross Commission.
[Susan Bell - Proclamation - SNC](#)
 - d. [23-6663](#) Proclamation Recognizing Linda DeMaris**
A proclamation honoring Linda DeMaris for her service on the Sustainable Norcross Commission.
[Linda DeMaris Proclamation - SNC](#)
- H. Floor Open to Citizens Desiring to Address the Governing Authority**
 - a. Comments by Citizens**
 - b. Comments by Council**
 - c. Comments by City Manager**
 - * Bridge at Valley and Cochran
 - * Moratorium on New Business Licenses for Event Halls

PH. Public Hearings**J. Reports of the Mayor and Councilmembers****a. General Announcements****FEBRUARY CALENDAR OF EVENTS****Galentine's Girls Night**

Friday, February 10 | 5:00 - 8:00 p.m. | Downtown Norcross

Valentine's Business Specials

Friday, February 10 - Tuesday, February 14 | Downtown Norcross

Valentine's Father-Daughter Dance

Friday, February 10 | 6:30 - 8:30 p.m. | Cultural Arts & Community Center

Valentine's Night to Remember

Saturday, February 11 | 6:30 - 8:30 p.m. | Downtown Norcross

Movie Monday: Marry Me

Monday, February 13 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Coffee With Council

Saturday, February 18 | 8:00 a.m. | 45 South Cafe

Policy Work Session

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

Georgia Arbor Day Celebration

Friday, February 24 | 10:00 a.m. | City Hall Pollinator Garden

Movie Monday: Here Today

Monday, February 27 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

First Friday Concert: The Rainmen

Friday, March 3 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

Coming Up in March:

March 11 | Planting for Pollinator's Workshop

March 13 | Movie Monday: Mrs. Harris Goes to Paris

March 18 | Irish Fest

March 24 | Historic Trolley Tour

March 27 | Movie Monday: Uncharted

K. Board Appointments**A. [23-6664](#)****Board Appointment - Discovery Garden Park Board (DGP)**

The following applicants satisfied all the requirements to be considered for reappointment to the Discovery Garden Park Board which currently has (3) vacancies:

John Herron (Reappointment)

Rodger Harris (Reappointment)

B. [23-6665](#)**Board Appointment - Sustainable Norcross Commission (SNC)**

The following applicants satisfied all the requirements to be considered for appointment/reappointment to the Sustainable Norcross Commission which currently has (3) vacancies:

Bob Evelyn (Reappointment)

Jiann-Ming Su (Appointment)

L. Consent Agenda

1. [23-6641](#) **Funding for Champion Elm Tree Portrait**
A recommendation by the Tree Preservation Board to consider funding an amount up to \$1,000 from Contingency for a drawing/painting of the Champion Elm tree.

[Agenda Report - Funding for American Elm Tree Portrait](#)
2. [23-6643](#) **IGA with Visitors Bureau**
Approve an updated intergovernmental agreement with the Gwinnett Convention and Visitors' Bureau (GCVB) to serve as the city's "destination marketing organization (DMO)".

[Agenda Report - GCVB IGA](#)

[Proposed Intergovernmental Agreement \(IGA\)](#)
3. [23-6644](#) **Update to Ordinance Governing Distribution of Hotel/Motel Taxes**
Approve an update to the city ordinance governing distribution of Hotel/Motel taxes.

[Agenda Report - HMT Ordinance](#)

[Proposed Ordinance Amendment](#)

[Sec. 16-296. Imposition and Rate of Tax](#)
4. [23-6645](#) **Funding for Spring 2023 GICH Retreat**
Allocate funding for up to two community volunteers from the City of Norcross's Georgia Initiative for Community Housing Team (GICH) to attend the Spring 2023 GICH Retreat.

[Agenda Report - Funding for Spring 2023 GICH Retreat](#)

[Fall 2023 GICH Retreat Registration](#)

[Fall 2023 GICH Retreat Hotel Receipt](#)

[GICH Alumni Certification Overview](#)
5. [23-6647](#) **Solid Waste RFP Discussion**
Staff is seeking direction from Mayor and Council to proceed with a Request for Proposal for city wide residential and Commercial Solid Waste, Recycling, Yard Waste and Bulk items collection and Disposal Services.

[Agenda Report- Sanitation RFP](#)

[A1\) RFP-Solid-Waste-Recycling - Feb](#)

6. [23-6649](#) **New Partnership Structure for Gas South-Norcross Affinity Program**

A recommendation to adopt a memorandum of agreement for the establishment of the Gas South-Norcross Affinity Program to take effect on April 1, 2023, following the termination of the Natural Gas Retail Service Alliance Agreement effective through March 31, 2023.

[Agenda Report - New Partnership Structure for Gas South-Norcross Affinity Program](#)

[Memorandum of Agreement between the City of Norcross and Gas South, LLC](#)

[Gas South & City of Norcross Alliance 2023 Partnership Proposal - Presentation](#)

7. [23-6650](#) **Employee Hiring and Retention**

A recommendation to (1) Approve changes to the Employee Handbook related to promotions and new hires, providing for discretionary pay increases of up to 5% or a fixed dollar amount not to exceed 5% at the conclusion of the promoted or new hire's probationary period, and at one year after completing probation. (2) Approve a change to the Employee Handbook to change eligibility for merit increases to new employees with three months' service.

[Agenda Report - Post Probationary Discretionary Pay Increases For New And Promoted Employees, And Eligibility For Merit Increase](#)

M. **Items for Discussion**

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

O. **Signed by** _____ **Mayor Craig Newton**

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



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

City of Norcross

Legislation Details (With Details)

File #:	23-6659	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Approval of Previous Meeting Minutes		

Sponsors:

Code Sections:

Title
Approval of Previous Meeting Minutes

Motion
A motion to Approve/Deny the January 3rd Regular Council Meeting Minutes and the January 17th Policy Work Session and Executive Session Meeting Minutes.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Tuesday, January 3, 2023

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Dr. Arlene Beckles

Minutes Acceptance: Minutes of Jan 3, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

- A. Call to Order by Mayor Craig Newton
- B. Invocation
- 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	
Bruce Gaynor	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Josh Bare	Councilmember	Present	
Matt Myers	Councilmember	Present	
Dr. Arlene Beckles	Councilmember	Present	

Regular Meeting was called to order at 6:33 PM by Mayor Craig Newton

- E. Presentation of previous meetings minutes for acceptance

23-6638: Approval of Previous Meeting Minutes

Motion

A motion to Approve the December 5th Regular Council Meeting Minutes and the December 19th Policy Work Session and Executive Session.

Mayor and Council - Regular Meeting - Dec 5, 2022 6:30 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Arlene Beckles, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

Policy Work Session - Policy Work Session - Dec 19, 2022 6:30 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Arlene Beckles, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

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

23-6635: Appointment of Mayor Pro Tempore for 2023

Motion

A motion to Approve Councilmember Bruce Gaynor as Mayor Pro Tempore for 2023.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Josh Bare, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

Minutes Acceptance: Minutes of Jan 3, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

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

a. Comments by Citizens

- Jim Eyre - Comments pertaining to Public Hearing Item 22-6620 with a suggestion to table items to allow time for staff to further massage certain language in the ordinance.
- Kathleen Allen - Comments pertaining to "Coin Operated Amusement Machines" located at 113 S Peachtree St, Norcross
- Peter Hasson - Comments regarding Police Department complaint

b. Comments by Council

c. Comments by City Manager

- Staff Appreciation
- IGA Joint Funding Projects - Reimbursements from the County

PH. Public Hearings

PH. 22-6620: TEXT2022-004 Consideration of Changes to Chapter 200, Article III, Parking and Loading, Section 203

Motion

A motion to Approve the attached changes to Chapter 200, Article III, Parking and Loading, Section 203, omitting section 203.3, with the following 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 the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be numbered to accomplish that intention.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Councilmember
SECONDER:	Bruce Gaynor, Mayor Pro Tem
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

I. Reports of the Mayor and Councilmembers

A. General Announcements

JANUARY 2023 CALENDAR OF EVENTS

First Friday Concert: Grains of Sand

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

Movie Monday: Top Gun Maverick

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

City Closed for Martin Luther King Jr. Day Observance

Monday, January 16 | Sanitation & Recycling Services will not be affected.

Coffee With Council

Saturday, January 14 | 8:00 a.m. | 45 South Café

Policy Work Session

Tuesday, January 17 | 6:30 p.m. | City Hall 2nd Floor Conference Room

Movie Monday: Under the Stadium Lights

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

First Friday Concert: Myles Brown Band

Friday, February 3 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

Norcross City Cemetery Tour

Sunday, February 5 | 2:00 p.m. | Norcross City Cemetery

Coming Up in February:

Feb 10 | Valentine's Father/Daughter Dance

Feb 11 | Valentine's Night to Remember

Feb 13 | Movie Monday: Marry Me

Feb 27 | Movie Monday: Here Today

J. Board Appointments

23-6636: Board Appointment - Zoning Board of Appeals

Motion

A motion to Approve the appointment of the following board members and terms as presented:

Zoning Board of Appeals

David Grayson - June 1, 2026

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Josh Bare, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

22-6637 : Board Appointment - LCI/Comp Plan Steering Committee

Motion

A motion to Approve the appointment of the following board members and terms as presented:

LCI/Comp Plan Steering Committee:

[12/11/22 Updated Recommendation Steering Committee Appointees](#)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arlene Beckles, Councilmember
SECONDER:	Bruce Gaynor, Mayor Pro Tem
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

K. Set agenda as presented for scheduled meeting.

23-6639: Acceptance of the Agenda

Motion

A motion to Accept the Agenda as Presented with the following items being moved to discussion:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arlene Beckles, Councilmember
SECONDER:	Josh Bare, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

L. Approval of Consent Agenda

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Josh Bare, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

1. 22-6631: Norcross Historic Cemetery

Motion

A motion to Approve staff to proceed with the application for registration of the Historic Norcross Cemetery as a Georgia Historic Landmark.

2. 22-6625: Fixing and Publishing of Qualification Fees

Motion

A motion to fix and publish the qualification fees for the 2023 Election cycle as presented.

3. 22-6629: 2023 Mayor and Council Meeting Calendar Review

Motion

A motion to Approve the 2023 Mayor and Council Meeting Calendar and postpone the July 3, 2023, Council Meeting to Monday, July 10, 2023, in observance of the Red, White, and Boom celebration.

4. 22-6634: Georgia Department of Natural Resource EPD RWD Grant Contract Execution

Motion

A motion to authorize the Mayor to execute the attached agreement, following legal review, with the Georgia Department of Natural Resources for their waste diversion grant so that Norcross can hold a household hazardous waste event in 2023.

M. Items for Discussion**1. 22-6630: Lighting Services**

Motion

A motion to Approve staff to proceed with a Request for Proposals for city wide Lighting and Decorations Installations and Maintenance services.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

2. 22-6633: Stevens Road Contracts for Real Estate Acquisitions

Motion

A motion to Approve land acquisition on Stevens Road.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Arlene Beckles, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

N. Adjourn in memory of

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

The meeting was adjourned at 7:42 PM with a motion by Councilmember Bare, seconded by Councilmember Beckles.

P. Signed by _____ Mayor Craig Newton

Q. Attest: _____ Monique Lang, City Clerk

Minutes Acceptance: Minutes of Jan 3, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

12/11/22 Updated Recommendation Steering Committee Appointees

Board Members

Mayor and Council TBD

Kathleen Allen	NDA
Marshall Cheek	P&Z Board
Bob Evelyn	SNC
Bob Grossman	NPAC
Lauren Summers	DDA

Downtown/West Norcross

Residents

Sandy Bui
Layla Gunn
JT Wu

Business/Organizations

Ralph White – 45 South Cafe
Kevin Hill –Crowne Plaza

East Norcross

Residents

Tameka Black
Tanya Gilmer
Troy Newland

Business/Organization

Maria Okpeh—Nia Soule Salon
Ryan Jones—Neighborhood Cooperative Ministries

LCI Steering Commitee Recommended Volunteers (New)



Map created by the City of Norcross Community Development and Planing Department

Legend

1- Atlantic/Peachtree Industrial Blvd

2- Medlock/Peachtree Industrial Blvd

3- Pinckneyville

4- North Peachtree St Neighborhoods

5- Hopewell Woods

6- Buford Hwy/Jimmy Carter Blvd Activity Center

7- Town Center

8- Langford Rd Industrial Center

9- Summerour

10- South Cemetery St

11- Jimmy Carter/N Norcross Tucker Activity Center

12- South Norcross Neighborhoods

13- I-85 Activity Center

Recommended Volunteers (New)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Tuesday, January 17, 2023

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Dr. Arlene Beckles

Minutes Acceptance: Minutes of Jan 17, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Roll Call (recorded)

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

Policy Work Session was called to order at 6:33 PM by Mayor Craig Newton

B. Citizen Input

*Mike McGinnis – Comments regarding SC meeting

*Jim Eyre – Comments regarding the parking study item.

C. Board Updates

Downtown Development Authority - Jim Eyre

D. General Updates

Community Market - Tracy

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

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

Discovery Garden Park Board

Sustainable Norcross Commission

G. City Manager's Report

*Comments regarding network outage

*Comments regarding Town Hall

H. Items for Discussion**1. 23-6641: Funding for Champion Elm Tree Portrait**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

2. 23-6642: 2023 Events Calendar

RESULT:	DISCUSSED
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3. 23-6644: Update to Ordinance Governing Distribution of Hotel/Motel Taxes

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

Minutes Acceptance: Minutes of Jan 17, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

4. **23-6643: IGA with Visitors Bureau**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

5. **23-6645: Funding for Spring 2023 GICH Retreat**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

6. **23-6646: Parking Study Update**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 3/20/2023 6:30 PM
TO:	Policy Work Session

7. **23-6647: Solid Waste RFP Discussion**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

8. **23-6648: North Peachtree Street Fence Replacement**

RESULT:	THIS MATTER WAS REFERRED TO STAFF
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9. **23-6649: New Partnership Structure for Gas South-Norcross Affinity Program**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

10. **23-6650: Employee Hiring and Retention**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

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

The meeting adjourned at 9:58PM with a motion by Councilmember Dr. Beckles, seconded by Councilmember Bare.

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

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



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

City of Norcross

Legislation Details (With Details)

File #:	23-6658	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Acceptance of the Agenda		

Sponsors:

Code Sections:

Title
Acceptance of the Agenda

Motion

A motion to Accept the Agenda as Presented with the following items being moved to discussion:



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

City of Norcross

Legislation Details (With Details)

File #:	23-6660	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	2023 Arbor Day Proclamation		

Sponsors:

Code Sections:

Attachments:

1. [2023 Arbor Day Proclamation](#)

Title
2023 Arbor Day Proclamation

Presenter
Mayor Craig Newton

PROCLAMATION

- WHEREAS,** the first Arbor Day was celebrated on April 10, 1872 in the state of Nebraska with the planting of more than one million trees; and
- WHEREAS,** the first Georgia Arbor Day was proclaimed by the Georgia General Assembly in 1890; and in 1941, the Georgia General Assembly set the third Friday in February as the state arbor day; and
- WHEREAS,** trees improve water quality and quantity, reduce erosion of precious topsoil, increase property values and economic vitality in business areas, provide shade, cleanse the air, create habitat for wildlife, and add beauty to communities; and
- WHEREAS,** trees promote outdoor recreation which improves human, physical, and mental health and well-being, create healthier environments for children to live, study, play and encourage social interaction in a peaceful atmosphere; and
- WHEREAS,** the City of Norcross is celebrating its nineteenth year as being recognized as a Tree City USA by the National Arbor Day Foundation, and desires to continue effective management of its public tree resources, and
- WHEREAS,** community partners, school children, families and friends will be joined together as the City of Norcross wishes to celebrate Arbor Day with a tree planting ceremony at the City Hall Pollinator Garden,

NOW, THEREFORE, the Mayor and Council of the City of Norcross, do hereby proclaim February 24, 2023 as Arbor Day in the City of Norcross, and do urge all citizens to support efforts to protect our trees and woodlands and to support our city's urban forestry program, and

FURTHER, urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

DATED this 6th day of February, 2023.

Craig Newton, Mayor

Attest: Monique Philip, City Clerk



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

City of Norcross

Legislation Details (With Details)

File #:	23-6661	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Proclamation Recognizing Barbara Kohlhausen		

Sponsors:

Code Sections:

Attachments:

1. [PRO - Barbara Kohlhausen](#)

Title

Proclamation Recognizing Barbara Kohlhausen

Presenter

Mayor Craig Newton

Proclamation

City of Norcross, Georgia
Recognition and Celebration of Dedicated Service

Barbara Kohlhausen

- Whereas:** The mission of the Discovery Garden Park Board (DGP) is to inspire lifelong curiosity, understanding and appreciation of nature through organic gardening, education, and demonstration and to provide a place of beauty for Norcross residents and visitors; and
- Whereas:** The Discovery Garden Park is a place where all ages get the chance to play, learn, and discover the natural world around us in a unique and interesting community space that's helping build a greener, healthier, and more sustainable Norcross; and
- Whereas:** Barbara Kohlhausen has improved the Norcross Community by serving faithfully and conscientiously on the Discovery Garden Park Board, Norcross Garden Club, and Norcross Community Market, contributing to the enrichment of the community through the discovery, enjoyment, and celebration of the world as it sustains us; and
- Whereas:** Barbara Kohlhausen has served on the DGP Board since 2018 serving as an advisory board member, co-chair, and chair, during which period of time numerous projects were initiated through her leadership which will continue to have a growing impact on the City of Norcross; and
- Whereas:** Barbara Kohlhausen has been a powerful influence for good in the growth and progress of our community and will always be remembered for her commitment, dedication, value, and impact on the Discovery Garden Park Board.

Now, Therefore, on behalf of the Norcross City Council, I, Mayor Craig Newton, do hereby recognize Barbara Kohlhausen for her valuable service, dedication, and many contributions to the progress of the community and the citizens of the City of Norcross.

Craig Newton, Mayor

Attest: Monique Philip, City Clerk



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

City of Norcross

Legislation Details (With Details)

File #:	23-6662	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Proclamation Recognizing Susan Bell		

Sponsors:

Code Sections:

Attachments:

1. [Susan Bell Proclamation - SNC](#)

Title
Proclamation Recognizing Susan Bell

Presenter
Mayor Craig Newton

Proclamation

City of Norcross, Georgia
Recognition and Celebration of *Dedicated Service*

- WHEREAS:** change is constant and affects all cities. Sustainability planning and plans can help manage this change in a way that provides better choices for how people work and live; and
- WHEREAS:** sustainability planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future for their community and the full benefits of planning require public officials and citizens who understand, support, and demand excellence in sustainability planning and plan implementation; and
- WHEREAS:** Susan Bell has improved the Norcross Community by contributing to the Sustainable Norcross Commission as a member, being instrumental in the Pedal Norcross event, Neighborhood Recycling event as well as the Norcross Community Market and greatly contributing to the Norcross recertification as an Atlanta Regional Commission Platinum Certified Green Community in 2022; and
- WHEREAS:** Susan Bell has faithfully and conscientiously served the city of Norcross and its citizens and during which period of time numerous projects were initiated through her leadership which will continue to have a growing sustainability impact on the city of Norcross; and
- WHEREAS:** Susan Bell has been a powerful influence for good in the growth and progress of our community; and
- WHEREAS:** her performance of the duties and responsibilities as a member of this community has been characterized by excellent and constructive contributions to our entire community; and
- WHEREAS:** as our community looks back over its many years of being, a few individuals stand out for their caring, their contribution, and their vision, which have made the City of Norcross such a fine place to live;

NOW, THEREFORE, I Craig Newton, commend Susan Bell for her valuable service, her dedication, and many contributions to the progress of the community and to the citizens of the City of Norcross, and extend our personal thanks and those of the City Council and all our citizens for her dedicated and faithful service.

Mayor Craig Newton

Attest: Monique Philip, City Clerk

Attachment: Susan Bell Proclamation - SNC (23-6662 : Proclamation Recognizing Susan Bell)



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

City of Norcross

Legislation Details (With Details)

File #:	23-6663	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Proclamation Recognizing Linda DeMaris		

Sponsors:

Code Sections:

Attachments:

1. [Linda DeMaris Proclamation - SNC](#)

Title
Proclamation Recognizing Linda DeMaris

Presenter
Mayor Craig Newton

Proclamation

City of Norcross, Georgia
Recognition and Celebration of *Dedicated Service*

- WHEREAS:** change is constant and affects all cities. Sustainability planning and plans can help manage this change in a way that provides better choices for how people work and live; and
- WHEREAS:** sustainability planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future for their community and the full benefits of planning require public officials and citizens who understand, support, and demand excellence in sustainability planning and plan implementation; and
- WHEREAS:** Linda DeMaris has improved the Norcross Community by contributing to the Sustainable Norcross Commission as a member and Vice Chair, being instrumental in the Feet on the Street recycling campaign as well as the Norcross Community Market and greatly contributing to the Norcross recertification as an Atlanta Regional Commission Platinum Certified Green Community in 2022; and
- WHEREAS:** Linda DeMaris has faithfully and conscientiously served the city of Norcross and its citizens and during which period of time numerous projects were initiated through her leadership which will continue to have a growing sustainability impact on the city of Norcross; and
- WHEREAS:** Linda DeMaris has been a powerful influence for good in the growth and progress of our community; and
- WHEREAS:** her performance of the duties and responsibilities as a member of this community has been characterized by excellent and constructive contributions to our entire community; and
- WHEREAS:** as our community looks back over its many years of being, a few individuals stand out for their caring, their contribution, and their vision, which have made the City of Norcross such a fine place to live;

NOW, THEREFORE, I Craig Newton, commend Linda DeMaris for her valuable service, her dedication, and many contributions to the progress of the community and to the citizens of the City of Norcross, and extend our personal thanks and those of the City Council and all our citizens for her dedicated and faithful service.

Mayor Craig Newton

Attest: Monique Philip, City Clerk

Attachment: Linda DeMaris Proclamation - SNC (23-6663 : Proclamation Recognizing Linda DeMaris)



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

City of Norcross

Legislation Details (With Details)

File #:	23-6664	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Discovery Garden Park Board		

Sponsors:

Code Sections:

Title
Board Appointment - Discovery Garden Park Board

Motion

A motion to Approve/Deny the reappointment of the following applicants and terms as presented:

Discovery Garden Park Board

6/1/2025

6/1/2025



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

City of Norcross

Legislation Details (With Details)

File #:	23-6665	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Sustainable Norcross Commission		

Sponsors:

Code Sections:

Title
Board Appointment - Sustainable Norcross Commission

Motion

A motion to Approve/Deny the reappointment/appointment of the following applicants and terms as presented:

Sustainable Norcross Commission

12/1/2024

12/1/2024



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

City of Norcross

Legislation Details (With Details)

File #:	23-6641	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Funding for Champion Elm Tree Portrait		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Funding for Champion Elm Tree Portrait](#)

Title
Funding for Champion Elm Tree Portrait

Drafter
Tracy Rye

Motion
A motion to Approve/Deny funding in the amount up to \$1,000 to come from Contingency for a drawing/painting of the Champion Elm tree.



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

Agenda Report

To: Mayor and Council

From: Tracy Rye, AICP
Assistant City Manager/CDP Director

Agenda: February 6, 2023 - Mayor & Council

Agenda #: 23-6641

Item: Discussion possible funding of competition for drawing/painting of Champion Elm Tree

CC: Eric Johnson, City Manager

Recommendation

A recommendation by the Tree Preservation Board to consider funding an amount up to \$1,000 from Contingency for a drawing/painting of the Champion Elm tree.

Background

The City was honored to win an award for Tree Canopy preservation from the Georgia Tree Council at their annual meeting in Rome, GA recently. The award generally is a drawing or a water color of a special tree in the jurisdiction where the conference is held in any given year (see image, next page and award is displayed on the 2nd floor of City Hall next to the Conference Room).

Members of the Tree Preservation Board are inspired by the award and wish to have Mayor and Council consider funding up to \$1,000 from Contingency for a similar drawing or painting of the Champion Elm tree that is in Betty Mauldin Park. Michelle Osborne of the Tree Preservation Board consulted with Norcross Gallery and Studios to consider sponsoring a competition among artists for a drawing or water color of the tree. Submissions would be displayed and possibly ranked by the public and the most popular submission would be considered for purchase by the City. Upon purchase, all rights to the art and any future reproductions would be at the discretion of the City.

**Financial Impact**

\$1,000 from Contingency.

Consistent with Comprehensive Plan?

This project is considered to be consistent with Goal 1 to Continue to Define Norcross' Sense of Place by highlighting this very important tree, preserving it in perpetuity through art.

Next Steps

Mayor and Council meeting, Monday, February 6, 2023, 6:30 PM

Attachments

N/A

Update



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

City of Norcross

Legislation Details (With Details)

File #:	23-6643	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	IGA with Visitors Bureau		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - GCVB IGA](#)
2. [Proposed Intergovernmental Agreement \(IGA\)](#)

Title

IGA with Visitors Bureau

Drafter

Paul Hanebuth

Motion

A motion to Approve/Deny an updated intergovernmental agreement with the Gwinnett Convention and Visitors' Bureau (GCVB) to serve as the city's "destination marketing organization (DMO)".



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

Agenda Report

To: Mayor and Council

From: Paul Hanebuth, Director of Finance and Administrative Services

Meeting Date: February 6, 2023 - Mayor & Council

Item No.: 23-6643

Title: Update to IGA with Gwinnett Convention and Visitors' Bureau

CC: Eric Johnson, City Manager

Recommendation: Approve an updated intergovernmental agreement with the Gwinnett Convention and Visitors' Bureau (GCVB) to serve as the city's "destination marketing organization (DMO)".

Background: The City of Norcross levies a 7% Hotel/Motel tax as authorized by O.C.G.A. § 48-13-51. This authorization specifies that levying jurisdictions must designate a DMO to use 2/7 of this tax for "promoting tourism, conventions, and tradeshow" and a further 2/7 for "tourism product development." The GCVB has been so designated since 2009; however, there have been updates and clarifications to the governing statute since the last agreement was executed in 2014. It is therefore advisable to update the agreement to ensure compliance with current state law.

Financial Impact: None; the updated agreement does not change the financial obligations of the City.

Consistent with Comprehensive Plan? Yes, specifically goals 4 (Maintain a vibrant economy and continue to facilitate job growth) and 6 (Further the City's tradition of strong leadership and high level of quality services).

Next Steps

Attachments: Proposed Intergovernmental Agreement (IGA)

Update

STATE OF GEORGIA
COUNTY OF GWINNETT

**AGREEMENT FOR PROMOTION OF TOURISM,
CONVENTIONS AND TRADE SHOWS**

This Agreement for the Promotion of Tourism, Conventions and Trade Shows (this "Agreement"), made and entered into this _____ day of _____, 2023, by and between the City of Norcross, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia (the "City"), and the Gwinnett Convention & Visitors Bureau, Inc., dba Explore Gwinnett, a non-profit corporation organized and existing under the laws of the State of Georgia (the "GCVB").

WITNESSETH:

WHEREAS, the City is authorized by O.C.G.A. § 48-13-51 to levy a tax on public rooms, lodgings and/or accommodations for the promotion of tourism, conventions and trade shows;

WHEREAS, the GCVB is responsible for promoting tourism, conventions and trade shows within Gwinnett County, Georgia and specifically encouraging tourism, conventions and trade shows through advertising, marketing, promotion, group sales bookings, event development and other promotional activities within said jurisdiction;

WHEREAS, the City currently collects an excise tax on rooms, lodgings and accommodations within its municipal limits (the "Hotel/Motel Tax");

WHEREAS, the City and the GCVB entered into an Agreement for Promotion of Tourism, Conventions and Trade Shows on September 14, 2009 and a subsequent agreement on May 7, 2012;

WHEREAS, the City desires to remit a portion of the Hotel/Motel Tax collected by it to the GCVB in support of the GCVB 's efforts in promoting tourism, conventions and trade shows within Gwinnett County, and, specifically, within the City;

WHEREAS, the City desires to utilize a portion of the Hotel/Motel Tax for advertising, marketing, and promotional efforts specific to the City of Norcross and the City's Welcome Center;

WHEREAS, the City desires to designate the GCVB as its designated marketing organization for these advertising, marketing, and promotional efforts within the City of Norcross;

WHEREAS, the City desires to accommodate the public interest by insuring that the funds collected by the City and remitted to the GCVB in accordance herewith are used for legitimate public purposes in the promotion of tourism, conventions and trade

shows as provided by law entering into this new Agreement for Promotion of Tourism, Conventions and Trade Shows with the GCVB retroactive to September 1, 2023;

NOW THEREFORE, in consideration of the mutual covenants contained herein and the performance of the services for the promotion of tourism, conventions and trade shows by the GCVB, the sufficiency of which both parties acknowledge and agree is sufficient, the City and the GCVB agree to the terms as set forth below:

1.

The City designates the GCVB as its "destination marketing organization" as that term is defined in O.C.G.A. § 48-13-50.2(1), for the purpose of encouraging travelers to visit the City, to encourage meetings, events, and visitation in the City, and to provide visitor assistance and support as needed.

2.

The City, pursuant to O.C.G.A. § 48-13-51 (b), levied a Hotel/Motel Tax at a rate of 7% which became effective on or about September 1, 2009. Pursuant to Georgia law and the local enabling ordinances the funds collected pursuant to the Hotel/Motel Tax shall be segregated within the books and records of the City and an amount equal to 4/7ths (or 57.14% of the total) of said tax shall be contributed to the GCVB.

3.

The GCVB shall expend 2/7ths (28.57%) of the total tax collected for "promoting tourism, conventions, and trade shows" (as that term is defined by O.C.G.A. § 48-13-50.2 (3)). From this portion of tax funds remitted to the GCVB, the GCVB shall fund grants enabling and promoting Special Events that bring visitors to the City.

4.

The GCVB shall set aside an additional 2/7ths (28.57%) of the total tax collected for tourism product development, as that term is defined by O.C.G.A. § 48-13-50.2 (6), specifically including advertising and marketing special events and Welcome Center operations within the City of Norcross.

5.

The GCVB agrees to perform services in accordance with O.C.G.A. § 48-13-51 as the City's private sector non-profit organization, as that term is defined in O.C.G.A. § 48-13-50.2(3) for promoting tourism, conventions and trade shows and

shall represent all City hotels/motels in the same manner as it represents other hotel/motel tax contributing Gwinnett County hotels/motels. Further, the GCVB shall (a) market and promote all City hotels/motels as overnight destinations for both group and individual travelers, (b) include all City hotels/motels in GCVB publications, website(s) and marketing projects, as applicable, and (c) perform normal and customary bureau services to all City hotels/motels and attendant groups.

6.

Upon the City's request, and in accordance with state law, the GCVB agrees to make its books and records available to the City for audit.

7.

The term of this Agreement shall begin on September 1, 2022 and shall terminate absolutely and without further obligation on August 31, 2023; provided, however, that this Agreement shall automatically be renewed on an annual basis beginning September 1, 2023 for a one year term and renewing automatically on September 1 of each succeeding year unless either party hereto provides the other with written notice of its intent to terminate this Agreement on or before June 1 of the then-current term. If notice of intent to terminate is given on or before June 1, of the then-current term, then this Agreement shall terminate absolutely and without further obligation on August 31 of the term in which such notice was given. The total obligation of the City for each calendar year of execution shall be as set forth in paragraph 1 above for the initial term of this Agreement and for each succeeding one-year term. Title to any supplies, materials, equipment, or other personal property acquired or purchased by the GCVB pursuant to this Agreement shall remain the property of the GCBV until fully paid for by the City.

8.

The GCVB agrees to administer the funds provided to it hereunder in a manner consistent with the authority granted to the City under O.C.G.A. § 48-13-51.

9.

The City and the GCVB agree to terminate absolutely and without further obligation the prior Agreement between them dated May 5, 2014 in its entirety, and to substitute this Agreement in lieu thereof effective retroactively to September 1, 2022.

10.

This Agreement constitutes the entire understanding between the City and the

GCVB as to the matters referred to herein and may be modified only by written instrument duly executed by the parties hereto.

11.

This Agreement shall be governed by the laws of the State of Georgia.

12.

Time is of the essence in this Agreement.

13.

It is understood and agreed that the GCVB is engaged to perform services under this Agreement as an independent contractor and not as an agent of the City. The GCVB agrees to indemnify and save harmless the City against all claims for bodily injury, death or damages to persons or property by reason of its negligence or misconduct relating to its performance of this Agreement including, but not limited to, attorney's fees and court costs incurred by the City.

14.

This Agreement may not be assigned by the GCVB without the express written consent of the City.

15.

The GCVB shall comply with all applicable laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer which shall impose any duty upon the GCVB with respect to the terms of this Agreement and/or the matters set forth herein.

16.

All notices and communications provided for under this Agreement shall be in writing sent by regular mail to the following addresses:

To the City:
Mayor, City of Norcross 65 Lawrenceville Street,
Norcross GA 30071

To the GCVB:
Lisa Anders, Executive Director
Gwinnett Convention & Visitors Bureau, Inc.
6500 Sugarloaf Parkway, Suite 200
Duluth, Georgia 30097

17.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

[Signatures Commence on Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove set forth.

CITY OF NORCROSS

By:

Its:

Attest:

By:

GWINNETT CONVENTION & VISITORS
BUREAU, INC.

By:

Its:

Attest:

By:



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

City of Norcross

Legislation Details (With Details)

File #:	23-6644	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Update to Ordinance Governing Distribution of Hotel/Motel Taxes		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - HMT Ordinance](#)
2. [Proposed Ordinance Amendment](#)
3. [Sec. 16-296. Imposition and Rate of Tax](#)

Title

Update to Ordinance Governing Distribution of Hotel/Motel Taxes

Drafter

Paul Hanebuth

Motion

A motion to Approve/Deny an amendment to the Code of Ordinances of Norcross by updating Section 16-296 entitled "Imposition and Rate of Tax", with the following 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 the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be numbered to accomplish that intention



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

Agenda Report

To: Mayor and Council

From: Paul Hanebuth, Director of Finance and Administrative Services

Meeting Date: February 6, 2023 - Mayor & Council

Item No.: 23- 6644

Title: Update to ordinance governing distribution of Hotel/Motel taxes

CC: Eric Johnson, City Manager

Recommendation: Approve an update to the city ordinance governing distribution of Hotel/Motel taxes.

Background: The City of Norcross levies a 7% Hotel/Motel tax as authorized by O.C.G.A. § 48-13-51. There have been updates and clarifications to the state code since the last update to the related city ordinance in 2014. It is therefore advisable to update the ordinance to ensure compliance with current state law.

Financial Impact: None; the updated ordinance does not change the financial obligations of the City.

Consistent with Comprehensive Plan? Yes, specifically goals 4 (Maintain a vibrant economy and continue to facilitate job growth) and 6 (Further the City's tradition of strong leadership and high level of quality services).

Next Steps

Attachments: Proposed ordinance amendment
Sec. 16-296. Imposition and Rate of Tax

ORDINANCE NO. ____ -2023

**AN AMENDMENT TO THE CITY CODE OF ORDINANCES, ARTICLE X OF
CHAPTER 16 ENTITLED "HOTEL AND MOTEL OCCUPANCY TAXES"
TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE
DATE, AND FOR OTHER PURPOSES AS STATED HEREIN:**

WHEREAS, the City Council finds that the adoption of a new and revised Hotel and Motel Occupancy Taxes Ordinance is in the best interest of the City of Norcross to protect the health, safety, and welfare of its residents, visitors, and workers.

ENACTING CLAUSE. The Mayor and City Council of the City of Norcross, Georgia, hereby ordain 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 the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be numbered to accomplish that intention.

I. AMENDMENT.

Article X, entitled "Hotel and Motel Occupancy Taxes" of Chapter 16 of the Code of Ordinances of the City of Norcross entitled "Finance and Taxation" is hereby amended as follows:

- A. By deleting Subsection (c) of Section 16-296 of Article X, Chapter 16 and to replace such subsection with the italicized provisions to read as follows:

Sec. 16-296. Imposition and rate of tax.

.

(c) Allocation of tax.

- (1) Three-sevenths of the total taxes collected from the new seven percent hotel/motel tax rate shall be allocated to the City General Fund to be used for marketing purposes to benefit the City and its citizens.
- (2) ~~Four-sevenths of the total taxes collected from the new seven percent hotel/motel tax rate shall fund "tourism product development" of which not less than two-sevenths of the total taxes collected from the new seven percent hotel/motel tax rate shall be expended for the promotion of tourism, conventions, and trade shows through funding a contract to be subsequently negotiated between the City and the Gwinnett Convention and Visitor's Bureau as the City's "designated marketing organization" as that term is defined in O.C.G.A. § 48-13-50.2(1). The remaining four-sevenths of the total taxes collected shall be allocated accordingly: two-sevenths of the total taxes collected shall be used to fund "tourism product development" within the City, as the phrase is defined in O.C.G.A. § 48-13-50.2(6); two-sevenths of the total taxes collected shall be used for "promoting tourism, conventions, and trade shows" as the phrase is defined in O.C.G.A. § 48-13-50.2 (6).~~

- (d) *Contract with the Gwinnett Convention and Visitors Bureau.* The Mayor and Council of the City hereby direct the City Manager to negotiate and prepare a contract between the City and the Gwinnett Convention and Visitor's Bureau as the City's "designated marketing organization" as that term is defined in O.C.G.A. § 48-13-50.2(1). Staff shall present such negotiated contract to the mayor and council may vote on whether to enter into such contract prior to September 1, 2009.

II. SEVERABILITY.

In the event that any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjunction shall in manner affect the other sections, sentences, clauses, or phrases of this Ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause, or phrase so declared or adjudged invalid or unconstitutional were not originally part thereof.

III. REPEALER.

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

IV. EFFECTIVE DATE.

This Ordinance shall become effective immediately and shall remain in effect until revised or repealed by further action 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 _____, 2023.

Craig Newton, Mayor

ATTEST:

Monique Lang, City Clerk

Sec. 16-295. Definitions.

The following words, terms and phrases are for the purpose of this article and except where the context clearly indicates a different meaning, defined as follows:

General Government Administration Department Head means the General Government Administration Department Head of the city.

Guestroom means a room occupied, or intended, arranged or designed for occupancy by one or more occupants.

Hotel means any structure or any portion of a structure, including any lodginghouse, roominghouse, dormitory, Turkish bath, bachelor hotel, studio hotel, hotel, motel, auto court, inn, public club or private club, containing guestrooms and which is occupied, or is intended or designed for occupancy, by guests, whether rent is paid in money, goods, labor or otherwise. It does not include any jail, hospital, asylum, sanitarium, orphanage, prison, detention or other buildings in which human beings are housed or detained under legal restraint.

Occupancy means the use or possession, or the right to use or possession, of any room or apartment in a hotel or the right to use or possession of the furnishings or to the services and accommodations accompanying the use and possession of the room.

Occupant means any person who, for a consideration, uses, possesses or has the right to use or possess any room in a hotel under any lease, concession, permit, right of access, license to use or other agreement, or otherwise. However, the term occupant shall not include state or local government officials or employees when traveling on official business, and who occupy rooms in any hotel as defined in this chapter for a period of one or more days.

Operator means any person operating a hotel in the city, including, but not limited to, the owner or proprietor of these premises, lessee, sublessees, mortgagee in possession, licensee or any other person otherwise operating that hotel.

Permanent resident means any occupant as of a given date who has or shall have occupied, or has or shall have the right of occupancy, of any guestroom in a hotel for at least ten consecutive days next preceding that date.

Person means an individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or other group or combination acting as a unit excepting the United States of America, the state, and any political subdivision of either thereof upon which the city is without power to impose the tax herein provided.

Quarterly period means the quarter of any year as follows: The first quarter being composed of the months of January, February and March; the second quarter being the months of April, May and June; the third quarter being the months of July, August and September, and the fourth quarter being the months of October, November and December.

Rent means the consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature, and also the amount for which credit is allowed by the operator to the occupant, without any deduction therefrom.

Return means any return filed or required to be filed as herein provided.

Tax means the tax imposed by this article.

(Code 1998, § 38-351; Ord. No. 04-99, 3-1-1999)

Sec. 16-296. Imposition and rate of tax.

- (a) *[Tax rate.]* There is hereby levied and assessed, and there shall be paid a tax of seven percent of the rent for every occupancy of a guestroom in a hotel in the city. Excluded are rooms furnished for more than 30 consecutive days and meeting rooms. The tax shall be paid upon any occupancy, whether this occupancy is had pursuant to a contract, lease or other arrangement. Where rent is paid, or charged or billed, or falls due on either a weekly, monthly or other term basis, the rent so paid, charged, billed or falling due shall be subject to the tax, and this payment, bill, charge, or rent due shall be apportioned on the basis of the ratio of the number of days covered thereby. Where any tax has been paid therefor, the General Government Administration Department head may, by regulation, provide for credit or refund of the amount of that tax upon application therefor as provided in section 16-301.
- (b) *Effective date.* Pursuant to O.C.G.A. § 48-13-51(g)(1), the increase in the tax rate shall become effective on the first day of September, 2009, the first day of the second month following the passage of Ordinance No. 15-2009.
- (c) *Allocation of tax.*
- (1) Three-sevenths of the total taxes collected from the new seven percent hotel/motel tax rate shall be allocated to the City General Fund to be used for marketing purposes to benefit the City and its citizens.
 - (2) ~~The remaining four-sevenths of the total taxes collected shall be allocated accordingly: two-sevenths of the total taxes collected shall be used to fund "tourism product development" within the City, as the phrase is defined in O.C.G.A. § 48-13-50.2(6); two-sevenths of the total taxes collected shall be used for "promoting tourism, conventions, and trade shows" as the phrase is defined in O.C.G.A. § 48-13-50.2(6). Four-sevenths of the total taxes collected from the new seven percent hotel/motel tax rate shall fund "tourism product development" of which not less than two-sevenths of the total taxes collected from the new seven percent hotel/motel tax rate shall be expended for the promotion of tourism, conventions, and trade shows through funding a contract to be subsequently negotiated between the City and the Gwinnett Convention and Visitor's Bureau as the City's "designated marketing organization" as that term is defined in O.C.G.A. § 48-13-50.2(1).~~
- (d) *Contract with the Gwinnett Convention and Visitors Bureau.* The Mayor and Council of the City hereby direct the City Manager to negotiate and prepare a contract between the City and the Gwinnett Convention and Visitor's Bureau as the City's "designated marketing organization" as that term is defined in O.C.G.A. § 48-13-50.2(1). Staff shall present such negotiated contract to the mayor and council may vote on whether to enter into such contract prior to September 1, 2009.

(Code 1998, § 38-352; Ord. No. 04-99, 3-1-1999; Ord. No. 15-2009, pts. II—V, 9-14-2009; Ord. No. 15-2012, 6-4-2012)

Sec. 16-297. Persons liable for tax; extinguishment of liability.

Every person occupying a guestroom in a hotel in this city is liable for the tax. His liability is not extinguished until the tax has been paid to the city except that a receipt from an operator maintaining a place of business in this city or from an operator who is authorized by the General Government Administration Department Head, under such rules and regulations as she may prescribe, to collect the tax and who is, for the purposes of this article, regarded as an operator maintaining a place of business in this city, which receipt is given to the occupant pursuant to section 16-298 hereof, is sufficient to relieve the occupant from further liability for the tax to which the receipt refers.

(Code 1998, § 38-353; Ord. No. 04-99, 3-1-1999)

Sec. 16-298. Collection of tax by operator; receipt of occupant; rules for collections schedules.

Every operator maintaining a place of business in the city as provided in section 16-297, and renting guestrooms in the city, not exempted under section 16-300 shall, at the time of collecting the rent from the occupant, and on demand shall give the occupant a receipt therefor. In all cases of transactions upon credit or deferred payment, the payment of tax to the operator shall be liable therefor at the time and to the extent that these credits are incurred in accordance with the rate of tax owing on the amount thereof. The General Government Administration Department Head shall have the power to adopt rules and regulations prescribing methods and schedules for the collection and payment of tax.

(Code 1998, § 38-354; Ord. No. 04-99, 3-1-1999)

Created: 2022-12-05 13:16:18 [EST]

(Supp. No. 37)



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

City of Norcross

Legislation Details (With Details)

File #:	23-6645	Version:	
Type #:	Agenda Item	Status:	
On Agenda:	2/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Funding for Spring 2023 GICH Retreat		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Funding for Spring 2023 GICH Retreat](#)
2. [Fall 2023 GICH Retreat Registration](#)
3. [Fall 2023 GICH Retreat Hotel Receipt](#)
4. [GICH Alumni Certification Overview](#)

Title
Funding for Spring 2023 GICH Retreat

Drafter
William Corbin

Motion
A motion to Approve/Deny the allocation of funds for up to two community volunteers from the City of Norcross' Georgia Initiative for Community Housing Team (GICH) to attend the Spring 2023 GICH Retreat with funding to come from the Community Development Board Training Expenses budget.



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

Agenda Report

To: Mayor and Council
From: William Corbin, Economic Development Director
Meeting Date: February 6, 2023 - Mayor & Council
Item No.: 23-6645
Title: Funding for Spring 2023 GICH Retreat
CC: Eric Johnson, City Manager

Recommendation

Allocate funding for up to two community volunteers from the City of Norcross's Georgia Initiative for Community Housing Team (GICH) to attend the Spring 2023 GICH Retreat.

Background

The Initiative, managed by the University of Georgia, is a three-year program of collaboration and technical assistance related to housing and community development. The objective of the program is to help communities create and launch a locally-based plan to meet their housing needs.

The City of Norcross graduated from the Georgia Initiative for Community Housing program and it is considered an Alumni Community. There are 8 individuals on the Norcross GICH Team, including two city staff members. The remaining individuals are volunteers from the local community.

The program hosts two retreats per year – one in the spring and one in the fall.

Evidence of attendance at retreats as well as displaying team engagement/continuity is a prerequisite that GICH Alumni Communities must demonstrate in order to remain eligible to help proposed affordable housing developments in the City of Norcross win tax credit funding:

- The GICH program is connected to the Low Income Housing Tax Credit (LIHTC) competitive application process, which is administered by the Georgia Department of Community Affairs (DCA).

As part of this process, the City of Norcross – via Mayor & Council – has the privilege of giving additional points to a proposed affordable housing development within the city limits that is vying for LIHTC development funding through DCA.

Financial Impact*

*figures based on two attendees; moving forward, staff will include these expenditures through the annual budgeting process for each fiscal year.

Total Financial Impact is approximately \$1,100:

- \$150 event registration
- \$950 hotel (2 nights)

Consistent with Comprehensive Plan?

Yes.

Sustainability & Quality of Life – Housing & Neighborhood Stabilization

Next Steps

None.

Attachments

Fall 2023 GICH Retreat Registration
Fall 2023 GICH Retreat Hotel Receipt
GICH Alumni Certification Overview

Update

Not Applicable

William Corbin**Subject:**

FW: Order Confirmation (#1033352)

You have received this email from Jermaine.Durham@uga.edu in response to your Order.

Order Receipt

Thank you for shopping at The University of Georgia.

Order:1033352
 Store:GICH Retreat Registration
 Date/Time:September 29, 2022 10:11:29 AM EDT
 Total:\$75.00

Billed To:

William Corbin
 65 Lawrenceville Street
 Norcross, GA
 30071
 United States

Contact Email:

william.corbin@norcrossga.net

Payment Information:

Payment Type:Credit Card
 Credit Card Number:xxxxxxxxxx2784
 Reference Number:V20220929000091
 Card Type:Visa
 *** Card Not Present ***

Shipping Information:

Shipping Information:1028625
 Delivery Method:Registration

Item	Quantity	Unit Price	Detail Total
GICH Retreat Registration	1	\$75.00	\$75.00

First Name: William

Last Name: Corbin

Job Title: Economic Development
 Director

Email Address:

william.corbin@norcrossga.net

Attachment: Fall 2023 GICH Retreat Registration (23-6645 : Funding for Spring 2023 GICH Retreat)

William Corbin**Subject:**

FW: Reservation Confirmation #75281488 for SpringHill Suites Tifton

From: SpringHill Suites By Marriott Reservations <reservations@res-marriott.com>**Sent:** Thursday, September 29, 2022 9:29 AM**To:** William Corbin <William.Corbin@norcrossga.net>**Subject:** Reservation Confirmation #75281488 for SpringHill Suites Tifton

SPRINGHILL
SUITES
BY MARRIOTT

SpringHill Suites Tifton

📍 401 Boo Drive Tifton Georgia 31793 USA

☎ +1-229-520-5135

Thank you for booking with us, William Corbin.

Tue, Oct 25, 2022 – Thu, Oct 27, 2022

Confirmation Number: 75281488



Check-In: Tuesday, October 25, 2022

03:00 PM

Check-Out: Thursday, October 27, 2022

12:00 PM

Number of rooms 1 Room

Guests per room 1 Adult

Guarantee Method Credit Card Guarantee, Visa

Total for Stay (all rooms) 473.45 USD

Attachment: Fall 2023 GICH Retreat Hotel Receipt (23-6645 : Funding for Spring 2023 GICH Retreat)



GICH 2023 Alumni Certification

A P P L I C A T I O N

SUMMARY

The purpose of the GICH Alumni Certification is to ensure that alumni of the Georgia Initiative for Community Housing (GICH) continue to work toward addressing affordable housing issues within their communities by utilizing the Housing Plan document developed while participating in the three-year program.

The GICH Alumni Certification is valid for two years. GICH teams must submit a certification application every two years if they wish to remain eligible for the competitive advantage afforded to GICH communities on Low Income Housing Tax Credit (LIHTC), Community Development Block Grant (CDBG), and Community HOME Investment Program (CHIP) applications from the Georgia Department of Community Affairs (DCA).

Upon graduating from the GICH program, GICH communities will automatically receive a certified alumni designation and will only need to seek recertification two full years after their graduations. For example, alumni communities that graduated in 2022 are not required to submit a certification application until 2025; The remainder of 2022 is still part of their junior year.

CRITERIA

There are five criteria that communities must meet to be certified as alumni:

1. GICH Team Continuity
2. Retreat Attendance
3. Continuing Education
4. Annual Performance
5. Housing Plan

SUBMISSION

The 2022 GICH Alumni Certification Application must be submitted by email to GICH@dca.ga.gov no later than **March 31, 2023 at 5:00 p.m.** to ensure adequate time for staff to review applications. Additional submission instructions can be found on *page 6* of this packet. All Alumni Certification applications will be reviewed and determinations on alumni status will be made by April 7, 2023.

Any applications received after the designated date and time will not be considered for certification. All successfully submitted applications will receive a confirmation of receipt email. The GICH Alumni Certification Application Manual is available to assist GICH teams in successfully completing the certification process.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
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City of Norcross

Legislation Details (With Details)

File #:	23-6647	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Solid Waste RFP Discussion		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report- Sanitation RFP](#)
2. [RFP-Solid-Waste-Recycling Feb](#)

Title
Solid Waste RFP Discussion

Drafter
Matthew Zaki

Motion
A motion Authorizing staff to proceed with a Request for Proposal for city wide residential and Commercial Solid Waste, Recycling, Yard Waste and Bulk items collection and Disposal Services.



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

Agenda Report

To: Mayor and Council

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

Meeting Date: February 6, 2023 - Mayor & Council

Item No.: 23-6647

Title: Solid Waste, Recycling, Yard Waste And Bulk Items Collection And Disposal Services Discussion

CC: Eric Johnson, City Manager

Recommendation

Staff is seeking direction from Mayor and Council to proceed with a Request for Proposal for city wide residential and Commercial Solid Waste, Recycling, Yard Waste and Bulk items collection and Disposal Services.

Background

The contract extension approved by Mayor and Council will expire August 31st, 2023. The initial contract was put in place in 2004, and there were 4 amendments to the contractor to continue services. The amendments dates are listed below:

- Initial Contract 9/1/2004
- First Amendment 7/6/2009
- Second Amendment 8/1/2011
- Third amendment 6/5/2017
- Fourth Amendment 4/2/2018

Financial impact

Upon discussion with the current contractor, it is anticipated that maintaining the same level of services will yield an increase in costs city wide.

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

Attachment: Agenda Report- Sanitation RFP (23-6647 : Solid Waste RFP Discussion)



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

Consistent with Comprehensive Plan?

Yes, proceeding forward with this RFP enforces Goal 6 of the Community Vision outlined in the 2040 Norcross Comprehensive Plan: Further the City's Tradition of strong Leadership and High Level of Quality services.

Next Steps

Upon approval, Staff will post for RFP

Attachments

A1) Solid Waste, Recycling, Yard Waste and Bulk items collection and Disposal Services RFP (Draft)

Update

N/A

Attachment: Agenda Report- Sanitation RFP (23-6647 : Solid Waste RFP Discussion)

CITY OF NORCROSS

REQUEST FOR PROPOSAL

TO PROVIDE RESIDENTIAL AND COMMERCIAL SOLID WASTE, RECYCLING, YARD WASTE AND BULK ITEMS COLLECTION AND DISPOSAL SERVICES

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Residential and Commercial Solid Waste, Recycling Collection and Disposal
Services

1. Invitation to Service Providers

The City of Norcross, Georgia will receive sealed technical and fee proposals until May 12th, 2023 for the above referenced services which are described in the schedules attached hereto. The city invites service providers to submit proposals responsive to the specific requirements set forth in this request for proposals (RFP).

A pre-proposal conference has been scheduled for **11:00 am on April 21st, 2023**, in the Department of Public Works, Utilities and Parks building located at 345 Lively Ave, Norcross, GA, 30071. All Service Providers who intend to submit a response are required to attend the pre-proposal conference. Any questions and/or specifications that may need clarification should be submitted in writing, according to the attached schedule, and forwarded to the contact information below. It shall be the Service Provider's responsibility to seek clarification as early as possible prior to the opening of Proposals.

The envelopes containing the Proposal must be sealed and addressed to:

City of Norcross
Public Works, Utilities and Parks Department
Attn: Matthew Zaki, PE, CFM
345 Lively Ave
Norcross, GA 30071

and plainly marked **"Proposal for Residential and Commercial Solid Waste, Recycling Collection Yard Waste and/or Bulk item and Disposal Services."** The envelope must bear on the outside the name of the Service Provider, the Service Provider's address and the number assigned to this RFP. No Proposal may be withdrawn or modified in any way after the deadline for Proposal openings. No faxed or electronic submissions of Proposals will be accepted.

Proposals will be publicly opened and only the name(s) of those Service Providers responding, and fee Proposal will be mentioned.

Proposals must be valid for ninety (90) days following the opening date.

The Service Providers' response shall include a technical Proposal and fee Proposal with all other information requested in this Request for Proposal (RFP). The fees shall be the full cost per Unit per month to the City.

The city may request additional information by Service Provider, including a presentation if needed, to clarify elements of their bid Proposals. The City also reserves the right to make independent investigations as to the qualification of each Proposer, including contacting existing customers or site visits to existing operations.

The City reserves the right to reject any or all proposals, waive technicalities and make the award in the best interest of the City.

2. Background

The city currently operates its solid waste and recycling collection and disposal services through a contractor. The City of Norcross has a population of approximately 17,500. The City has a utility customer base of approximately 4,479 Residential customers and 670 commercial

properties.

The city is currently being billed for **4,479** residential accounts. Out of those accounts, **38** have one (1) or more additional carts. The city is currently billed for **96** roll off containers and **20** Compactors (a combination of 12-yd, 35-yd, 40-yd)

3. Instructions to Service Providers

No Service Provider's employees or anyone representing the Service Provider shall contact by any method any City staff or elected officials from the date the RFP is advertised until the time of official award. The only method of contact allowed is via email to the contact listed in the RFP. All questions or comments will be addressed by addenda.

3.1. Intent

It is intended that the Instructions to Service Providers, General Conditions and Detailed Schedules/Specifications shall define and describe the complete services to which they relate.

3.2. Examination

The Service Provider is advised to examine all documents and current parameters of the services in becoming fully informed as to their conditions. This includes the conformity with specific standards and the character, quality and quantity of the reports and services provided. Failure to examine these areas will not relieve the successful Service Provider of the obligation to furnish all products and services necessary to carry out the provisions of the contract.

3.3. Determination of Successful Service Provider

The contract will be awarded, if awarded, to the most responsive and responsible Service Provider according to the criteria provided for in Section D of this RFP.

3.4. Responsiveness

The City will consider the degree to which each Service Provider has submitted a complete Technical and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

3.5. Proposal Form

Proposals shall be submitted on the Schedule Forms included herein. The Service Provider will submit three (3) copies of its technical proposal and one (1) copy of its price proposal.

3.6. Submission of Proposals

Proposals received after the scheduled bid opening time and date will remain unopened and will not be considered. The Service Provider shall package and seal its proposals so that they are not damaged in mailing. Technical and Fee proposals is to be packaged together in the same envelope but sealed separately. Do not include pricing in your proposal other than in the sealed Fee proposal portion of the Proposal.

The following address should be used on the outside of the envelope containing the proposals:

City of Norcross
Public Works, Utilities and Parks Department
Attn: Matthew Zaki, PE, CFM
345 Lively Ave
Norcross, GA 30071

4. SECTION A - PROPOSAL SCHEDULE

Table (1)

Activity	Time	Date	Responsible Party	Duration
Advertise and distribute request for proposals		3-27-2023	City	Day 1
Pre-Proposal meeting	11:00 AM	4-21-2023	City	Day 26
Submission of questions concerning RFP (via email)	5:00 PM	4-28-2023	Service Provider	Day 33
Summary of questions and responses distributed		5-5-2023	City	Day 40
Submission of Proposals	11:00 AM	5-12-2023	Service Provider	Day 47
Award Contract (Approximate date)		7-3-2023	Governing Body	Day 98
Contract Begins		9-1-2023		

5. SECTION B - TERMS AND DEFINITIONS

- **Annexed Area:** Refers to any area contiguous to the Contract Area that is added to the boundaries of the City of Norcross by any method of annexation.
- **Billing Month:** means the calendar month in the Term beginning **September 01, 2023**
- **Bulk Waste:** Large furniture and other waste materials other than construction debris (C&D Material), or hazardous waste with weights or volumes greater than those allowed for 95-gallon carts.
- **C&D Material:** Waste materials generated by the construction, remodeling, repair, or demolition of residential, commercial, or other structures.
- **Cart:** A receptacle, not to exceed 95 gallons, with wheels and a tight-fitting lid, designed for the purpose of curbside collection of refuse.
- **City:** The City of Norcross
- **City Employee:** An employee of the City subject to its personnel policies
- **Collection Schedule:** Refers to the defined days of collection authorized by the city.
- **Commercial Hand Load Customer:** All commercial premises utilizing a cart for the placement of their solid waste for collection by contractor.
- **Commercial Premises:** All non-residential Premises, public or private, require solid waste collection within the incorporated area of the city, including commercial, industrial, institutional, and governmental premises.
- **Commercial Solid Waste:** All Garbage, Rubbish and other acceptable waste generated by a Commercial Premises and all C&D Materials, excluding Hazardous Waste.
- **Contractor:** Refers to a Service Provider that has been selected by the city to provide the Services required by this RFP.
- **Contract Area:** Refers to the area(s) of the City, including any Annexed Areas, within which services will be provided by the Service Provider, during the term of the Contract and any extensions, if granted.
- **Contract Documents/Agreement:** The Request for Proposals, Instruction to Service Providers, Definitions, Contractor's Proposal, the contract, the contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- **Contract Monitor:** Refers to a city employee(s) who observe the operation of the Collector's

Refuse and Recyclables, Yard Waste and Bulk items services to ensure that such services are performed in compliance with the contract agreement and City Code.

- **Contract Representative:** Refers to a city employee who receives monthly tonnage reports from the Service Provider
- **Curbside:** means that location, with respect to a residence, which is most immediately adjacent to a city street or State or Federal highway
- **Customer:** Refers to the recipient of collection services, specifically referring to the resident in the Contract Area
- **Department:** A unit of the city government that encompasses similar staff function, purposes, and goals and operates under the direct supervision of the Public Works, Utilities and Parks Director.
- **Disposal Site:** A refuse depository including but not limited to sanitary landfills transfer stations and waste processing/separation centers licensed, permitted, or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse for processing or final disposal.
- **Drop Box:** An all-metal container, with lidded or non-lidded cover, of not less than ten cubic yards, or more than fifty cubic yards in capacity.
- **Effective Date:** Refers to the date found on the first page of the Contract as the date that the Contract between the City and the Company is in effect.
- **Evaluation Committee:** Refers to a committee, as appointed by the city, responsible for determining the best Service Provider for the Services described in this RFP.
- **Extraordinary Circumstances:** Defined as a significant event or condition(s) that result in excessive amount of debris as determined by the City.
- **Fee:** A dollar amount inclusive of all Service Provider's costs (overhead, insurance, labor, equipment, advertisements, etc.) general and accounting, and profit charged for a specific service(s)
- **Hazardous Waste:** means materials (whether solids, liquids or gases) which constitute an hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infections or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a "toxic substance," or similar designation under any federal, state or local environmental law.
- **HDPE:** High Density Polyethylene – Colored or opaque plastic used in laundry product bottles and milk jugs (aka, No. 2 Plastics)
- **Holidays:** means holidays observed may be the same as listed in Personnel Rules and Regulations which are listed in section 7.2 suspension of curbside collection
- **Landfill:** means a disposal site for disposing of municipal solid waste
- **LDPE:** means low density polyethylene, a type of plastic resin (aka, No. 4 Plastics)
- **Missed Collection:** Refers to a properly prepared Refuse or Recyclable, Yard Waste and/or Bulk item not picked up on the scheduled collection day.
- **Mixed Paper:** Includes the following: Magazines, junk mail, phone books, bond or ledger grade, cardboard, and paper board packaging. This does not include tissue paper, paper towels, frozen food containers, milk cartons, or paper packaging combined with plastic wax or foil.
- **Multi-Family Unit:** Individual residential units in a multi-family structure (i.e., apartment building) which units are not separately owned, but are owned by one common entity, for which refuse collection using dumpsters and recycling using drop-off carts, is deemed appropriate.

- **NTE:** Amount of fee Not To Exceed regardless of the number of transactions ordered
- **Open Top:** An all-metal container, with lidded or non-lidded cover, of not less than twenty cubic yards, or more than forty cubic yards in capacity.
- **PET:** “Polyethylene Terephthalate” – Clear plastic used in some household cleaning product bottles, as well as soda, water, and sports drink bottles (aka, No. 1 Plastics)
- **Plastic:** Includes HDPE, LDPE and P.E.T. containers.
- **PP:** means polypropylene, a type of plastic resin (aka, Po. 5 Plastics)
- **Producer:** An occupant of a residential Unit or Commercial and Industrial unit who generates refuse.
- **Proposal:** An offer or statement of a price and project description in response to a request for materials or services to be rendered to the city or its employees
- **Service Provider:** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, local government, solid waste authority or any other private or public legal entity that has submitted a bid which conforms in all material respects to the requirement set forth in the RFP.
- **PS:** means polystyrene, a type of plastic resin (aka, No. 6 Plastics)
- **PVC:** means polyvinyl chloride, a type of plastic resin (aka, No. 3 Plastics)
- **Recyclables:** means materials designated by Service Provider to be collected separately from refuse and yard trimmings for diversion from a landfill and conveyed to one or more recyclables processing facility. Recyclables do not include Hazardous Waste or items contaminated with food waste.
- **Recycling:** means any process by which materials which would otherwise become refuse are collected, separated, or processed and reused or returned to use in the form of raw materials or products. This specifically excludes depositing recyclables into a landfill or incinerator.
- **Recycling Container:** A container suitable for on-site collection, storage and set out of source-separated recyclables at multifamily and commercial locations.
- **Recycling Services:** means the collection of recyclables from residential curbsides and from selected commercial establishments, and institutional buildings and transporting same to recycling processors. It includes related activities such as public information and education about recycling, handling complaints about collecting recyclables and reporting pertinent information about the collection of recyclables.
- **Refuse:** refers to residential refuse and commercial and industrial refuse and shall mean "municipal solid waste" as defined by Georgia law. Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial, and industrial, governmental, or institutional establishments or units, as the case may be, unless the context otherwise requires.
- **Request for Proposal (RFP):** Executed documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein.
- **Residential Unit:** (a) A free standing structure constructed for use as a residence by a person or group of persons comprising a family; or (b) a residential unit within a multi-family structure for which refuse collection using cards (or bags) is deemed appropriate. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
- **Roll-Off Containers:** To be utilized where dumpsters are not of sufficient capacity or materials are not suitable for dumpster usage. Container sizes are 20, 30, and 40 cu. Yd., either open top or enclosed compactor type.
- **Service Provider:** Refers to a Company that has interest and the ability to provide the Services required by this RFP.
- **Single Stream Collection:** Collecting recyclable material commingled, rather than separated, by providing customers with a single container for all recyclable material. This

method increases participation as residents do not have to separate recyclable materials; waste is collected separately.

- **Solid Waste:** Refers to garbage and trash, and may include glass jars, bottles, aluminum cans, steel cans, plastic beverage containers (PET & HDPE), newspapers and inserts, spiral paper, cans, and other Solid Waste. Solid Waste shall not include discarded building materials, trees, brush, and other materials resulting from the activities of building Service Providers, commercial tree trimmers or commercial lawn services, large quantities of sod, dirt and trash from land clearing, and other materials requiring special handling.
- **Staff:** refers to all employees of the Company who perform Services for the City.
- **Street:** A public or private way used for public travel.
- **Submission Date:** Refers to the date and time Proposals for this RFP are due to the city.
- **Term:** The term of the Service Provider's performance pursuant to this Agreement ("Term") shall commence on September 1, 2023 and shall continue through August 31, 2024 ("Initial Term"). Thereafter, unless either party terminates the term by advance notice no more than sixty and not less than thirty days prior to the commencement of the next Renewal Term, the Term shall be extended for an additional consecutive 24-month period ("Renewal Term") commencing on August 1, 2024. Thereafter, unless either party terminates the term by advance notice not more than sixty and not less than thirty days prior to the commencement of the next Renewal Term, the Term shall be extended for an additional consecutive 24-month period ("Renewal Term") commencing on July 1, 2026.
- **White Goods:** Any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.
- **Yard Waste:** Refers to grass, weeds, leaves, tree and shrubbery pruning, and other similar materials generated in the maintenance of lawns and gardens, which are separated from other Solid Waste.

6. SECTION C - INTRODUCTION

6.1 General:

The City is advertising for qualified Service Providers to provide for Solid Waste Collection and Recycling Services for the City of Norcross.

6.2 Purpose:

The City is issuing this RFP to secure curbside collection services for residential household and commercial Refuse, Recyclable Materials, Yard Waste and/or Bulk item in the incorporated areas of the City. The RFP is also to secure Dumpster services for City facilities, parks and special City sponsored solid waste collection events. The purpose of this procurement is to achieve the following goals:

- Secure services at the lowest rate possible by consolidating and contracting for household collection services.
- Extend street and road life by minimizing heavy truck traffic throughout the City;
- Consolidate collection days to minimize the number of days materials are set out and minimize littering.
- Provide a basic level of solid waste management services to meet the waste reduction and disposal needs of residents, the City and the State of Georgia.
- Provide a revenue source for recyclables collected within the city.
- Reduce the amount of waste disposed in local and regional landfills through a robust and marketed recycling program.

6.3 Term of Contract:

The initial term of any contract awarded as a result of this RFP will be from September 01, 2023 to September 01, 2024. There will be two (2) bi-annual renewals. In accordance with Georgia Code 36-60-13, a majority of the Mayor and Council may vote to terminate the contract in a duly noticed meeting of the Council in accordance with the terms of this contract.

The successful Service Provider will not imply that the provision to extend the initial term of the contract is an obligation of the City or future Councils to renew the contract.

6.4 Use of Subcontractors:

It is understood that the primary supplier responding to this request for proposal must have the capability to undertake all the tasks outlined. The successful candidate shall not develop agreements with subcontractors in order to provide and manage the full scope of services requested by the City.

6.5 Addenda to RFP:

The City reserves the right to amend or clarify this RFP by addenda. Addenda may be issued no later than ten days prior to the due date of the proposals. All addenda issued will become part of the original or modified RFP document.

The addenda will be sent only to those who have received the RFP from the City. Service Provider must acknowledge receipt of each addendum, if any, in a cover letter accompanying their proposal.

6.6 Selection of Successful Service Provider:

The Evaluation Criteria describes the criteria and procedures for evaluating proposals submitted to the City. The City will select the Service Provider that best serves the interests of the residents of the City. The City reserves the right to waive any irregularities or inconsistencies in the submitted proposals and to reject any or all proposals.

6.7 Cost of RFP Preparation and Negotiation:

Service Providers participating in this procurement process and subsequent negotiations will prepare the RFP and any subsequent materials and submittals at their own expense, with the express understanding that there may be no claims whatsoever for reimbursement from the City or its advisors for the cost associated with this process. The City reserves the right to terminate the proposal proceedings at any time.

6.8 Disclaimer:

The city and its advisors have, to the best of their knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the Service Provider. The city and its advisors neither guarantee nor warranty that the information contained in this RFP or referenced documents is accurate and complete. The city and its advisors are not and will not be liable for omissions or errors contained in this RFP. It is the Service Provider's responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.

6.9 No Lobbying

To ensure fair consideration for all prospective proposers throughout the duration of the solicitation process, the City prohibits communication whether direct or indirect, regarding the subject matter of the RFP or specifications by any means whatsoever whether oral or in writing with any elected official or staff member from the issuance of specifications until Mayor and Council makes the award. Communications initiated by the proposer may be grounds for disqualifying the offending proposer from consideration of award or any future bids. The City Manager has the authority and right to contact potential proposers as needed to meet the goals of the City.

7 SECTION D - Scope of Services

7.1 Service Requirements

7.1.1 Service Provision for Residential Collection

The Contractor will collect and pick up on a weekly basis all properly prepared Refuse, Recyclables, Yard Waste and/or Bulk item and materials from each household unit on the designated collection day, provided material is placed in an approved collection container.

Any materials set out for collection that are not in an approved container will be left at the curb. Additional items or bulk items can be picked up by request and additional fees in a structure or process proposed by the Contractor. The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the City and Customers ten days in advance of the effective date.

The Contractor will handle all serviced collection containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The contractor will also replace all commercial front-end load or roll off containers back in original location upon service completion.

The Contractor will make collections with a minimum of noise and disturbance to the householder between specified hours. Collection hours are between 7 a.m. and 7 p.m. The work will be done in a sanitary manner. The Contractor's employees will pick up trash, recyclables or yard trimmings spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All solid waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented. Any leaking fluids from the trucks of the Contractor will be cleaned up within 24 hours, and notification must be sent to the City's staff member in charge of the contract.

The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the City and Customers, in writing, thirty (30) days in advance of the effective date.

7.1.2 Service Provision for Residential Yard Waste Collection

Yard Trimming collection service will be offered by Contractor as an optional, chargeable service to City residents. Contractor will collect yard trimmings from subscribing residences on designated collection day. The Contractor will be required to pick up all garden and yard trimmings generated at the Customer's household from the curb, provided the materials are set out based on City's Solid Waste Management Ordinance, attached herein. All vehicles used for collection of yard trimmings will be either covered or secured to prevent trimmings from being scattered or spilled. The Service Provider shall collect all Yard Waste regardless of limit of debris piled at the curblane. All loose material will be collected once per week. Plastic bags and tree stumps will not be collected. The months of October, November, December, January and February, the contractor shall collect the unlimited loose yard waste via vacuum trucks. Yard waste must be separated from solid waste and must be recycled and not landfilled.

7.1.3 Service Provision for Bulk Waste Collection

Contractor shall collect Bulk Waste on an "on-call" basis to contractor, from Residential Premises one (1) time per week at curbside for an additional fee as described in the Fee Schedule. Limit 2 acceptable item per week. The occupant of the residence shall place bulk waste item curbside prior to 6 am on schedule collection day. Bulk Waste items not to exceed fifty (50) pounds.

7.1.4 Service Provision for Backdoor/Side door Collection

Backdoor service will be provided for senior citizens, defined as 65 years and older, and medically certified handicapped individuals free of charge, provided no other able-bodied person resides in the household and provided that the backdoor service has been determined to be a medical necessity by a licensed physician and approved by the city. Disabled service will be determined or verified by the city based on ownership of a Handicap Vehicle Tag, temporary or permanent, or a physician's affidavit stating that all residents of a home is physically restricted from being able to manage a cart to the street. Company's employees servicing backdoor collection will be required to follow regular walk patterns for pedestrians while on private property. Employees will take care not to damage property, shrubs, and other plantings. Employees will not be required to expose themselves to danger by vicious animals to accomplish collection.

Contractor shall not charge City more for backdoor service than for curb service if the number of residents receiving backdoor service does not exceed three percent (3%) of the total number of customers serviced under the contract.

7.1.5 Service Provision for Recyclable Collection

The Contractor will be required to pick up, on every other week basis, all approved, comingled, recyclable material generated at each household, provided material is placed in an approved collection container.

The Contractor shall collect the following recyclable materials via 95-gallon collection carts using a single stream methodology:

- Aluminum cans,
- Steel cans,
- #1 (one) through #7 (seven) plastic bottles and containers, except Styrofoam,
- All grades of paper including but not limited to newspaper, junk mail, magazines, and corrugated cardboard.

Recyclable materials shall be collected curbside bi-weekly. Vehicles designated for recycling will be either covered or secured to prevent Recyclables from being scattered or spilled.

Recyclable materials will be kept separate from refuse by customers and stored in a 95-gallon wheeled cart provided by the Company. The container will be labeled as a recycling container so that it is easily identified as Recyclables for curbside collection by the Company. All Recyclable materials collected by the Company will be owned by the Company. The Company shall deliver the single stream collected recyclables to a recycling processing center.

7.1.6 Service Provision for Commercial Collection

The Contractor will be required to pick up, all garbage and commercial trash generated at each business, provided material is placed in an approved commercial collection container.

Any materials set out for collection that are not in an approved commercial container will be left outside of dumpster. The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the business of the collection schedule at the time service is established. All route changes must be communicated to both the City and Customers ten days in advance of the effective date.

Contractor will collect all garbage or C&D Materials properly placed in front end load or roll off containers from Commercial Premises (businesses) on designated collection day. Contractor is also required to offer subscription/ elective recycling services, which shall include single stream or carboard collection, for businesses with the City.

7.1.7 Service Provision for City Facilities

The Contractor will provide for the collection of refuse and recyclables at City facilities shown in the table below. The Company shall **provide and/or replace** roll-off containers or dumpsters for the collection of refuse at each site free of charge to the City.

Table (2)

Facility name	Address	Container type & Size
City Hall (2 off Wingo & 1 off Lawrenceville Street)	65 Lawrenceville Street	3 – 8-yard dumpsters
Police Department Maintenance Warehouse	132 Wingo Street	6-yard dumpster & 2 – 95-gallon carts
Skin Alley Merchants	61 College Street	12-yard compactor
Public Works, Utilities & Parks Building	345 Lively Ave	6-yard dumpster (Cardboard)
Public Works, Utilities & Parks Building	345 Lively Ave	30-yard Roll off (Waste) 20-yard Roll off (Glass bottle recycling) *
The Crossing Parking Lot	95 S. Peachtree Street	2–8-yard dumpster
Community Center	10 College Street	8-yard dumpster
Pinnacle Park	600 Pinnacle Ct.	8-yard dumpster
Lillian Webb Park	Off Britt Ave.	6-yard dumpster

* Contractor must provide proof of location of glass disposal site

7.2 Suspension of Curbside Collection

Curbside collection service may be suspended due to extreme weather or declared emergencies. The Company will stop all work when so directed by the city during severe weather. The Company will complete the work as soon as authority has been granted to proceed. If collection is suspended, Company will perform collection on the next regular collection day.

Pickup days will not be reduced by holidays but may be combined. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day. Company will advertise, a minimum of three (3) times, to all customers schedule changes of holidays at least 10 days before any observed holidays. (Company will inform the City, a minimum of two (2) times, schedule changes of holidays at least 10 days before any observed holidays.)

The city must approve any schedule changes. The following is a list of anticipated holidays:

- New Year's Eve and New Year's Day
- Thanksgiving Day and day after Thanksgiving.
- Christmas Day and Day after Christmas
- Martin Luther King, Jr. Day.
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day,

7.3 Collection Equipment

Company will be required to use only GPS equipped rear loading trucks. Trucks shall not be older than one (1) year old at beginning of contract and rear loading trucks shall not be older than five (5) years old during any point in the contract. Company will keep all equipment in safe operating condition, in proper repair, in a clean and presentable condition. Vehicles must be painted uniformly with the name of the Company, the vehicle identification number and Company's telephone number printed on each side. All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. All vehicles used for the collection of household garbage/trash will have a fully

enclosed metal top. All loading doors and cab doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the Company to immediately pick up scattered matter. Drivers of vehicles which break hydraulic hoses and leak on City rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the Contract Technical Representative. The report will include the address(es) of the area the spill occurred. If an address is not readily available, the Company will, by its vehicle's GPS device, produce an area ID number. When, in the opinion of the Company, the damaged area is cleaned, the Company will contact the Contract Technical Representative who will be responsible for approving that the clean-up was satisfactory and accepted.

Vehicles are to be washed and maintained in a clean and sanitary condition. Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets and alleys unattended, except as made necessary by loading operations. Company will promptly repair any damage or injury to any City property, road, right of way, bridge, or highway caused by the Company except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

7.4 Missed Collections and Complaint Handling

If a collection from a subscribing address is missed, the city will notify the Company who will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. In the case of complaints regarding collection service or any related activities, the Company will, upon being notified of the complaint either in writing or by phone, resolve the complaint with the subscribing household and/or City personnel submitting the complaint.

The Company will work cooperatively with the subscribing households and/or City to resolve the complaint in a timely manner. The Company will be accessible to the citizens who wish to register a complaint through local telephone service. The Company will provide for prompt handling of complaints from the city or its citizens by maintaining a physical office and office staff that can receive record and handle complaints. Such staff will be available during regular business hours, Monday through Friday. After hours, weekends, and holidays Company must make available a local message service to record citizen complaints. The Company will see to it that its employees serve the public in a courteous, helpful, and impartial manner.

For each complaint received, the Company is expected to maintain a log for all complaints and file with the City, on a weekly basis, a notice of the complaint and the actual or planned resolution. It shall be submitted monthly to the City's Technical Representative. The report format is to be approved by the City's Contract Technical Representative prior to the award of the contract.

The City's goal is the resolution of 98% of all complaints within 24 hours of the complaint. Should the Service Provider fail to perform in accordance with the provisions of the Agreement resulting from this proposal, the City shall deduct damages as per contract from the regular scheduled payment to the Company.

7.5 Payment to Company

The city will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the City will be paid monthly according to the terms and conditions of the Agreement resulting from this proposal.

7.6 Public Education and promotional programs

The Contractor, as a part of its proposal, shall describe the outreach, educational and promotional programs for recycling that will be provided to the City at the Contractor's expense. Contractor shall include samples of promotional and educational materials and detail any additional offered Contractor sponsored events. Any printed materials approved by the City after the contract has been executed will be provided for distribution at City Hall at the Contractor's expense. Other programs available and proposed by the Contractor will be used in the evaluation of each Contractor's proposal.

7.7 Personnel

The Service Provider will assign a qualified person or persons to be in charge of its operations within the City and will provide the name, address and telephone numbers of such person to the City. The person in charge of the Company's operations with the City cannot be changed without the notice to the City's Contract Technical Representative.

7.8 Statement of Work

All garbage collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. The Company will be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations. The Service Provider shall perform the work as outlined in this RFP in a competent, qualified, diligent, and efficient manner. The pickup and removal of Hazardous Waste is not included in the Services.

7.8.1 Reporting

Before disposal, all garbage collected from waste generators in the City will be weighed and recorded. The Company will provide the City upon request with a monthly tonnage report that is to be delivered to the City's designated representative. The Company will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for City inspection.

The Service Provider shall be responsible for maintaining and Submitting reports on an ad hoc, monthly, and annual basis.

7.8.1.1 Ad Hoc Reports

Ad Hoc Reports should be submitted to the City upon request. The reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection Service (Refuse, Recycling, and Yard Trimmings)

- a. Complaints/resolution summary.
- b. Daily route sheet with attached disposal site weight ticket.
- c. Recycling participation.
- d. Route operational data form.
- e. Vehicle identification number.
- f. Daily staffing summary (including substitutions).
- g. Landfill tickets.
- h. Daily route sheets (including labor hours); and
- i. Disposed tonnage of Refuse and Recyclables itemized on a per-day basis.

7.8.1.2 Monthly Reports

Monthly reports shall be submitted to the City upon request within five (5) business days and shall include the following information:

- a. A cover letter that abstracts the report and highlights major accomplishments, problems, trends, and other pertinent information for the associated month.
- b. Complaints/resolution summary for the associated month.
- c. Daily route sheet with attached disposal site weight ticket for the associated month.

- d. Recycling station participation for the associated month.
- e. Tonnage summary for the associated month

Before processing the Recycling materials collected within the city, the Company will weigh and record the amount of collected Recyclable. The Company will provide the City with a monthly tonnage report upon request. The Company will maintain, for a period of five years, copies of weight tickets which are to be made available for City inspection.

7.8.1.3 Annual Report

The obligation to submit an annual report shall survive the termination or expiration of the Contract. The City may withhold payment of balances due the Service Provider at the end of the Contract until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the Contract and shall include a compilation of the monthly reports for the associated year.

7.9 Carts

7.9.1 Residential specifications

The Contractor will offer all households in the city new 95-gallon wheeled trash container cart and a 95-gallon wheeled recycling collection cart. The carts will be at no additional cost to the City or customer. All equipment will bear the hot-stamped name and logo of both the contractor and the city. All garbage and recycling collection equipment will be maintained in good repair and appearance. The container will remain the property of the Contractor who will be responsible for replacing faulty or damaged carts to the household. If the household is deemed responsible for the necessary replacement, an appropriate fee shall be assessed.

7.9.2 Commercial Front End Load and Roll off containers.

The Contractor will offer all commercial premises either front end load or roll off containers depending on the need of the respective commercial business. Contractor is required to offer front end load containers in sizes 2,4,6 and 8 cubic yards and roll off containers in sizes 20, 30 and 40 cubic yards open top or 34, 35 and 40 cubic yards compactor units and must be able to provide up to 6 days per week service, Monday-Saturday.

7.10 Processing Facilities:

All Recyclable items must be recycled at an approved Recycling facility; ownership of the recyclable materials shall become the property of the single stream processor mutually agreed to by the City and Company throughout the duration of the contract and any Recyclables over 15% contaminated can be taken to landfill.

The Company is prohibited from collecting separated Recyclables from a Unit and mixing them with refuse unless the City grants prior written approval. The Company is prohibited from disposing of Recyclable materials in any landfill. The City reserves the right to make necessary and reasonable changes, revisions, additions, or deletions to the designated types of Recyclable materials collected.

The Company will not collect non-recyclable materials if they are placed into the 95-gallon recycling carts provided for recycling. In the event that it is clear that non-recyclable materials are placed in the container, the Company will dispose the materials with solid waste collection along with providing instructional materials educating the customer about the recyclable materials accepted in the City recycling program and how to prepare those materials.

8 SECTION E - Fee Schedule

Indicate the fee for service to be charged per account per month for each service listed below. Rates must include all fees, charges, surcharges, extra and missed pick-ups.

Base Year 2023

Table (3)

Residential Collection Services	
Type of service	Monthly Charge per Unit
• Weekly Solid waste service from 95-gallon City logoed roll-carts provided by the contractor	\$ _____
• Weekly Single Stream Recyclable pickup service from 95-gallon City logoed roll-carts provided by the contractor (Recyclable materials per section 7.10)	\$ _____
• Weekly additional Solid waste service from 95-gallon City logoed roll-carts provided by the contractor	\$ _____
• Weekly additional Recyclable pickup service from 95-gallon City logoed roll-carts provided by the contractor	\$ _____
• Weekly unlimited curbside yard waste services	\$ _____
• Weekly Backdoor * Solid waste service from 95-gallon City logoed roll-carts provided by the contractor	\$ _____
• Weekly Backdoor Recyclable pickup service from 95-gallon City logoed roll-carts provided by the contractor (Recyclable materials per section 7.10)	\$ _____
• Weekly additional Backdoor Solid waste service from 95-gallon City logoed roll-carts provided by the contractor	\$ _____
• Weekly additional Backdoor Recyclable service from 95-gallon City logoed roll-carts provided by the contractor	\$ _____
• Weekly call-in Bulk item collection.	\$ _____

* Backdoor/side door service at no additional charge for up to 3% of the total unit count that cannot physically roll carts to the curb. Costs shown are for the units exceeding the 3%.

Table (4)

Commercial Collection Services							
Size	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week	Extra Pick up
2 yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4-yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6-yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8-yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Table (5)

Single Stream Front End Load Recycling								
Size	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week	Extra Pick up	Contamination Fees
8-yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Table (6)

Temporary Open Top Rates				
Size	Monthly Rent	Haul Charge	Disposal Charge	Delivery Charge
20-yard	\$ _____	\$ _____	\$ _____	\$ _____
30-yard	\$ _____	\$ _____	\$ _____	\$ _____

Table (7)

Permanent Roll Off & Compactor * Service Rates			
Size	Monthly Rent	Haul Charge	Disposal Charge
20-yard Open Top	\$ _____	\$ _____	\$ _____
30-yard Open Top	\$ _____	\$ _____	\$ _____
25-yard Compactor	\$ _____	\$ _____	\$ _____
30-yard Compactor	\$ _____	\$ _____	\$ _____
35-yard Compactor	\$ _____	\$ _____	\$ _____
40-yard Compactor	\$ _____	\$ _____	\$ _____

* Contractor is fully responsible for 100% expenses associated with compactor installations

Table (8)

Unlimited yard waste curbside vacuum services	
Month	Monthly Charge
October	\$ _____
November	\$ _____
December	\$ _____
January	\$ _____
February	\$ _____

Table (9)

Miscellaneous services	
Service	Charge
75 Event Boxes for Downtown events provided annually	\$ _____
8 – 95-gallon Carts @ Thrasher Park (Events only)	\$ _____

4 – 30-yard Roll off dumpsters (Recycling event) 2x year	\$ _____
8 – 95 gallon Carts @ Rossie Brundage Park (Events only)	\$ _____

9 SECTION F - Technical and Fee Proposal Requirements

9.1 Introduction

9.1.1 Overview

The Service Provider shall provide detailed information to demonstrate its understanding of the services requested.

9.1.2 Documents

The city is not interested in elaborate brochures. All documents will be typewritten on standard 8.5 x 11-inch white paper. Exceptions would be schematics, exhibits, photographs, or other information necessary to facilitate the City's ability to accurately evaluate the proposal. Proposals may also include a compact disk including the entire Proposal in a searchable format such as Adobe Acrobat.

9.1.3 Cover Letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider. The cover letter shall provide the name, address, telephone, and facsimile numbers of the Service Provider along with the name, title, address, telephone, and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Service Provider's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

9.1.4 Executive Summary

The Service Provider shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, assign a Company point of contact for the Project, give the responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of the Company's Proposal, which make it superior or unique in addressing the needs of the city.

9.1.5 Minimum Criteria

The following are the minimum Criteria Used to Determine "Responsibility" of Each Offeror

- Describe your approach to service using Technology.
- Describe your Truck Fleet. Will you use rear end load trucks or automated sideload trucks?
- Describe your customer service plan in detail.
- Describe your company history, experience, and qualifications.
- Provide resumes of key staff that the city will interact with.
- Describe your financial capacity and ability?
- Provide your transition plan in detail.
- Describe your contracts in GA similar size and scope? List five or more current references in the Atlanta Area with contact information and scope of service. List any municipal contracts in the Atlanta area with contact information that proposer lost for any reason within the last 10 years.
- Describe your hauling facility's location and capabilities.
- List and describe your disposal sites for solid waste and recycling facilities for recyclables and yard waste.

- Describe your sustainability aspect to your proposal including alternative methods for Single stream recyclable collection and disposal.

9.1.6 Submission

The Service Provider shall package and seal its proposals so that they are not damaged in mailing. Technical and Fee proposals is to be packaged together in the same envelope but sealed separately. Do not include pricing in your proposal other than in the sealed Fee proposal portion of the Proposal. Service Providers are reminded that under Georgia law, all opened documents fall under the open records act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the “Instructions to Service Providers” section.

9.2 Personnel Experience

9.2.1 Company Principles

Provide a biographic overview of the Company’s key principles.

9.2.2 Staff

The Service Provider shall provide, in this section of the proposal, a description of key staff and personnel that will be assigned to effectively facilitate the requirements of this project. This description will include, at a minimum, the number of permanent employees, part-time employees and an organizational chart reflecting local and corporate assignments and responsibilities. Specifically, the Service Provider must identify what priority will be placed on this project and how the firm intends to provide the initial management and staff.

9.2.3 Resumes

The Service Provider shall provide, in this section of the proposal, resumes of key personnel which will be assigned to this project, both local and Corporate. Resume shall include, at a minimum:

- Position title
- Tenure with Service Provider
- Education
- Experience
- Other related information

9.3 Approach

9.3.1 Project Methodology

The Service Provider shall provide, in this section of the proposal, a description of the method(s) that will be used to accomplish the level of services required in Section D, Program Services. Methods for all areas of Section D, Program Services, must be described.

9.3.1.1 Transition

The Service Provider shall provide a plan for the seamless transition of services from the previous Service Provider.

9.3.1.2 Collection Schedule

The Service Provider shall provide, in this section, its proposed schedule for household garbage, yard debris, and/or recyclable collection for subscribing households within the City.

9.3.1.3 Equipment

Provide the City with a comprehensive list of all equipment, including type of truck, year, model,

equipment ID number, and vehicle tare weight that shall be used in fulfilling the contract. This must be provided at the beginning of the contract and upon the request from the City at any time during the contract.

9.3.1.4 City Facilities

The Service Provider shall further describe, in this section, its plan for providing collection services to all required City facilities.

9.3.2 Management of Collected Materials

The Service Provider will provide, in this section, the various disposal facilities it intends to use during the contract period(s.)

9.3.2.1 Solid Waste

The Service Provider will provide a list of solid waste disposal facilities and/or waste transfer stations it intends to use to dispose of waste generated within the city. The list will include the disposal facility's permit number, current address, contact person, and telephone number for each facility listed. In addition, the Service Provider must submit documentation for the facilities it proposes to use, demonstrating five years of disposal capacity for waste generated from the City.

9.3.2.2 Recyclables

The Service Provider will submit in its proposal a list of recycling facilities it will use to process the recyclables generated within the city. The list will include a current address, contract person, and telephone number of each facility listed.

9.3.3 Public Education

The Service Provider will submit a waste reduction and recycling public education plan to the City. The plan must include a copy (outline) of the public education materials the Company intends to distribute to subscribing households and identify a plan for the development and distribution of such educational materials on an ongoing basis. The Service Provider will also define the intentions of the program and indicate a philosophy of educational outreach.

9.4 Company Experience/Capabilities

9.4.1 Experience

The Service Provider shall provide, in this section of the proposal, a detailed description of similar services or contracts in which the Service Provider is presently involved or has completed during the past three (3) years. In particular, reference company experience with public entities that provide billing of Municipal Solid Waste and recyclables collection and disposal services on a subscription basis.

9.4.2 Capabilities

The Service Provider shall provide, in this section of the proposal, a description of the firm's capabilities. Any limitations relative to facilities, staff personnel, on- going projects/contracts, etc. shall be identified.

9.4.3 Customer Service

Describe the following items in your Proposal:

1. Describe the Service Provider's customer service philosophy and describe how it is communicated and reinforced throughout the organization.
2. Describe the Service Provider's approach to total quality management, and how your current

- customers benefit from your service improvements.
3. Describe the Service Provider's complaint resolution procedures.
 4. Describe the nature of service improvement and increase in customer satisfaction that the Service Provider has been able to achieve in environments comparable to the City 's in size and complexity.
 5. Describe the methodology the Service Provider uses to handle a client's unhappy customer. How does the Service Provider regain that customer's confidence and retain their loyalty?
 6. Show a company organizational chart with contacts from account manager to CEO.
 7. Indicate the location of the company's headquarters and a direct contact name and number of the liaison dedicated to the city.

9.4.4 References

The Service Provider must list local government client references with a contact person and telephone number. List any local government clients that have terminated or discontinued services in the last three years with a contact person, telephone number and explanation for the discontinuation.

9.5 Company Organization

9.5.1 Primary Business

Provide, in this section, your company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.

9.5.2 Records Management

Describe your company's record keeping procedures in detail.

9.5.3 Company History

Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.

9.6 FEE PROPOSAL

9.6.1 Best Value

The Fee Proposal is important; however, it will not be the only determining factor in the selection process. It is not the intent of the city to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

9.7 Proposal Evaluation Factors

It is the City's intent to evaluate the proposals based on technical merit and price and to choose the Service Provider whose proposal provides the best value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City opinion, such rejection is in the best interests of the City.

9.7.1 Evaluation Method

Each proposal will be reviewed by an evaluation team from city staff. The evaluation will involve a holistic review of all material provided with a distinct interest in the following components (in no order):

Table (10)

Criteria	Points
References in Atlanta Area	20

Proven Track record of responsiveness to time limitations and deadlines (Customer Service)	10
Approach to service using technology (Trucks, hauling routes, etc..)	10
Detailed approach to sustainability approach	15
Contractor's Cost Proposal	30
Qualifications / Experience	15

NOTE: The City reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected firm. Accordingly, it is imperative that all submittals contain both the best technical and fee proposals in their initial submission.

9.7.2 Oral Presentations

Following the evaluation of the proposals, the City's Evaluation Team may request the top-ranking firms(s) to make an oral presentation and/or be interviewed. If a determination is made that presentations are necessary, the requested Service Providers will be contacted to arrange a mutually acceptable date and time that will be promulgated by the Contract Administrator.

9.7.3 Negotiations

Following any presentations, the finalist(s) shall be re-evaluated. Should it become necessary, the Contract Administrator shall negotiate with the Service Provider whose proposal is determined to be most advantageous to the City. If negotiations with the highest-ranking Service Provider fail, negotiations shall be initiated with the next highest ranking Service Provider, and so on, until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

9.7.4 Contract Formation

If the negotiation process produces mutual agreement, the draft contract provided herein shall be constructed and forwarded to the successful Service Provider for execution and then to the City's Mayor and Council for acceptance. The draft contract format will be the only acceptable document for execution.

10 SECTION G - General Conditions

10.1 Contract Administration

The Contract Administrator for this Request for Proposals (RFP) is **the Public Works, Utilities and Parks Director**. The Contract Administrator shall act as the City's representative during the execution of any subsequent contract and related amendments. The Contract Administrator will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator shall be final and conclusive and binding upon all parties to the Contract. Any contractual questions arising during the proposal period or during the contract period(s) are to be addressed to the Contract Administrator via email at **matthew.zaki@norcrossga.net** with the subject line containing RFP No. **23-09**.

10.2 Contract Technical Representative

The Contract Technical Representative is **the Public Works, Utilities and Parks Director**. Representative shall provide the successful Service Provider direction and monitor the results within the limits of the contract's terms and conditions. Representative will decide questions which may arise as to the quality and acceptability of services performed. Representative shall judge as to the accuracy of quantities submitted by the successful Service Provider in payment requests and the acceptability of the services which these quantities represent. Representative will be the point-of-contact for developing contract changes and amendments to be approved by the City and executed

by the Contract Administrator. Any technical questions arising, subsequent to contract award, are to be addressed to the Contract Technical Representative via email at matthew.zaki@norcrossga.net with the subject line containing RFP No. **23-09**.

10.3 Notice of Award of Contract

As soon as possible, and within 90 days after receipt of proposals, the City shall notify the successful Service Provider of its intent to enter into a contract agreement. Should the City require additional time to award a contract, the time may be extended by mutual agreement between the City and the successful Service Provider. If an Award of Contract has not been made within 90 days from the proposal opening date or within the extension mutually agreed upon, the Service Provider may withdraw its proposal without further liability on the part of either party.

10.4 Execution of Contract Documents

- a. Within fifteen (15) days subsequent to successful contract negotiations and Mayor and Council's approval, the City shall furnish the successful Service Provider the conformed copies of the Contract Documents for execution.
- b. Within fifteen (15) days after receipt of the Contract Documents, the successful Service Provider shall return all the documents properly executed. Attached to each document shall be the certificate of insurance and proper licenses required by Federal, State or Local authorities.
- c. Within thirty (30) days after receipt of the Contract Documents, executed by the successful Service Provider, certificates of insurance, and license(s) the City shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.
- d. Should either party require an extension of any of the time limits stated above, it must be by mutual agreement between both parties.

10.5 Insurance

10.5.1 Liability

The Company shall maintain such insurance as will protect the company from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations are by the Company or by any sub-contractor or anyone directly or indirectly employed by either Company.

Certificates of such insurance shall be filed with the City.

*The limits of insurance are as follows:

Comprehensive General Liability -The successful Service Provider shall exercise proper precaution at all times for the protection of persons and property. It shall carry approved public liability and property damage insurance with the following minimums:

- \$1,000,000.00 Bodily injury, including death, each occurrence.
- \$1,000,000.00 Property Damage, each occurrence
- \$2,000,000.00 Property Damage, in the aggregate

Automobile Liability - policy covering injury and property damage \$1,000,000 Umbrella Policy - \$10,000,000

*Liability Insurance shall be effective for the duration of the contract period as described in the contract documents, including authorized change orders.

10.5.2 Certificates of Insurance

Certificates acceptable to the City shall be attached to the signed Contract Documents when they are transmitted to the City for execution. These certificates shall contain the statement that 'Coverage afforded under the policies will not be canceled unless at least thirty (30) days prior to cancellation written notice has been given to the City, as evidenced by receipts of Registered or Certified mail.'

10.6 Quantities

None of the various City Departments or Employees, individually or collectively, shall be required to activate any minimum or maximum number of items during the life of any contract, or extension thereof, as a result of this RFP.

10.7 Indemnification

The successful Service Provider will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the successful Service Provider and anyone directly or indirectly employed by the Service Provider or anyone for whose acts any of them may be liable. In any and all claims against the City or any of its agents or employees, by any employee of the successful Service Provider, directly or indirectly employed by the Service Provider, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Service Provider or under the Worker Compensation Acts, Disability Benefits Acts or other employee benefits acts.

10.8 Performance Bond

If awarded, the Contract shall furnish a corporate surety bond as security for the performance of the Agreement. Said surety bond shall be in the amount of 100% of the annual revenue of the contract. The Contractor shall pay premium for the bond(s) described above. A certificate from the surety showing the bond premiums is paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia. Attorneys-in fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

10.9 Bid Bond

If awarded, the Contractor shall furnish a corporate surety bid bond as security for the prices included in the bid, good for 12 months following the due date for this RFP.

10.10 Notice to Proceed

The Notice to Proceed shall be issued within ten (10) days of the execution of the Contract Agreement by the City. If there are reasons why the Notice to Proceed should not be issued within this period, the time may be extended by mutual agreement between the City and successful Service Provider. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the successful Service Provider may terminate the Contract Agreement without further liability on the part of either party.

10.11 Liquidated Damages

The City reserves the right to monitor the performance of the Service Provider's duties, including the routs and collections made, Customer reports, trips to disposal facilities and other destinations, the content of individual loads or portions of loads disposed of and the Service Provider's records at any time, in order to ensure the Service Provider is not disposing of material outside the terms of the Contract. Materials disposed that are not in accordance with the terms of the Contract shall be considered a default condition. Accordingly, the Service Provider agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

- a. The Service Provider must physically remove the improperly disposed of materials within four (4) hours of notification by the City.

- b. Liquidated damages in the amount of five thousand dollars (\$5,000.00) for the first occurrence of improperly disposed of material.
- c. For each subsequent occurrence at any non-designated location, during the Contract term, one thousand dollars (\$1000.00) will be added to the previous amount paid (second occurrence will equal six thousand dollars (\$6000.00), third occurrence will equal seven thousand dollars (\$7000.00), etc.);
- d. The Fifth occurrence will be considered a default condition, not amenable to cure by removal of materials and payment of damages; and
- e. Failure by the Service Provider to physically remove the improperly disposed of materials within four (4) hours of notification by the City shall be considered an additional occurrence and shall be treated accordingly.

Excessive Missed Collections may be considered a default condition. Accordingly, the Service Provider agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

- a. The Service Provider shall have twenty-four (24) working hours to pick up the Missed Collection.
- b. If the Service Provider fails to meet the twenty-four (24) working hour cure period, liquidated damages in the amount of one hundred dollars (\$100.00) per occurrence for the first ten (10) occurrences in any thirty (30) day period; and
- c. Starting with the eleventh (11th) missed cure' collection in any thirty (30) day period, liquidated damages in the amount of two hundred dollars (\$200.00) per occurrence.

The liquidated damages set forth above are not intended to compensate the city for any damages other than inconvenience and loss of use or delay of the Services. The existence or recovery of such liquidated damages shall not preclude the City from recovering other damages which the City can document as being attributable to the above referenced failures, including but not limited to the cost of internal Staff hours or amounts paid to third parties as a result of such problem or delay.

10.12 Suspension or Termination of Services

The anticipated contract between the successful Service Provider and the City can be terminated based on:

- a. City electing, in writing, not to exercise any of its option periods.
- b. Failure of the Service Provider to perform based on the Service Provider's bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations, or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the City shall have the authority to terminate the contract with written notice to the successful Service Provider. The successful Service Provider shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
- c. Any termination of the successful Service Provider's services shall not affect any right of the City against the successful Service Provider then existing or which may thereafter occur. Any retention of payment of monies by the City due the successful Service Provider will not release the successful Service Provider from compliance with the Contract Documents.

10.13 Transition Services Upon Termination

Upon termination or expiration of the Contract, the Service Provider shall cooperate with the City to assist with the orderly transfer of the functions and operations provided by the Service Provider hereunder to another service provider or to the City as determined by the City in its sole discretion. Prior to termination or expiration of this Agreement, the City may require the Service Provider to perform and, if so required, the Service Provider shall perform certain transition services necessary to shift the support work of the Service Provider to another provider or to the City itself as described below (the "Transition Services") and the City shall pay for such service at the rates set forth in this Agreement. Transition Services may include but shall not be limited to the following:

- a. Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services.
- b. Notifying all affected service providers and subcontractors of the Service Provider.

10.14 Assignments

The successful Service Provider shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the City. In case the successful Service Provider assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Service Provider shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

10.15 Laws and Regulations

The successful Service Provider's attention is directed to the fact that all applicable Federal, State and City laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Service Provider shall keep fully informed of all laws, ordinances, and regulations of the Federal, State, City and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, the Service Provider shall herewith report the same in writing to the City.

The Service Provider shall at all times observe and comply with all such existing and future laws, ordinances, and regulations, and shall protect and indemnify the City and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by the Service Provider or by his/her employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Service Provider.

10.16 Force Majeure

The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force, Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event.

Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

10.17 Notice and Service Thereof

- a. All Notices, demands, requests, instructions, approvals, and claims shall be in writing.
- b. Any notice to or demand upon the Company shall be sufficiently given if delivered at the office of the Company specified in this proposal (or at such other office as the Company may from time to time designate to the City in writing), or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Company, be delivered to the Contract Administrator. Any notice to or demand upon the City shall be sufficiently given if delivered to the Office of said Contract Administrator or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Contract Administrator or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Company for such purposes

10.18 Schedule, Reports and Records

The Company shall submit to the City schedules, reports, estimates, records, and other data as the City may request concerning services performed or to be performed.

10.19 Changes in the Contract

10.19.1 Changes in the Service

The City may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment. The Contract Administrator, also, may at any time, by issuing a Contract Amendment, make changes in the details of the services. The Company shall proceed with the performance of any changes in the services so ordered by the Contract Administrator unless the Company believes that such order entitles a change in the fee time or both, in which event the Company shall give the Contract Administrator written notice thereof within fifteen (15) days after the receipt of the Contract Amendment, and the Company shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the City.

The City may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the City shall indicate this intent in a written notice to the Company.

10.19.2 Changes in Fee

The Fee shall be changed only by a mutual agreement by the Company and the City transmitted as a Contract Amendment. The Company shall, when required by the City, furnish to the City the method and justification used in computing the change in fee as related to the services ordered, along with the percentage of total cost with the change.

The City agrees to a 2.5% annual price increase on all rates on the anniversary of the contract. The City will not accept any other CPI clauses and fuel surcharges.

10.19.3 Changes in Contract Period

The Contract Periods shall be changed only by a Contract Amendment. Changes in the services described above and any other claim made by the Company for a change in the Contract Period shall be evaluated by the City and if the conditions warrant, an appropriate adjustment of the Contract Periods will be made. The City prefers a two-to-three-year contract period with a fixed fee.

10.20 Payments and Completion

10.20.1 Application for Payments

The Company shall submit an application for payment (invoice) for services rendered during the preceding calendar month. This application shall be sent to:

**65 Lawrenceville Street,
Norcross, GA 30071**

10.20.2 Certificate for Payments

If the Company has made application for payment as above, the technical representative will authenticate the application and forward it to the Finance Department for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding payment. After the application has been issued, the Finance Department shall pay to the Company, within 30 days, the amount covering services completed. No application for payment, nor any payment, shall constitute an acceptance of any services not in accordance with the Contract Documents.

10.20.3 Governing Document

All parties expressly agree that the provisions of the Georgia Prompt Pay Act, Title 13, Chapter 11, of the Official Code of Georgia Annotated, are superseded by the terms and conditions of this agreement.

10.21 Company's Claim

No claim for additional or other compensation beyond the Fees shall be allowable unless the Company makes and continuously maintains written demand therefore within thirty (30) days of the occurrence of any event which gives rise to such claim.

10.22 Contract Agreement Jurisdiction

Company irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Agreement shall be brought in any court in Chatham County. Company designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Company, by the execution and delivery of this Agreement, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Chatham County and to the laws of Georgia, and in any said action or proceeding. Company hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non convenes or any similar basis.

10.23 Permits and Regulations

The Company shall obtain and pay for all permits, licenses, and any other regulatory requirements, necessary for the prosecution of these services. The Company shall pay all governmental charges and inspection fees necessary for the prosecution of these services.

10.24 Business License

Company shall have a current Occupation Tax Certificate and shall furnish certificate and license numbers prior to entering into a contract with the City.

10.25 Responsibilities of the Company

10.25.1 Company's Employees

The Company shall be responsible for the adequacy, efficiency, and sufficiency of his employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them. The Company shall be fully responsible for the acts and omissions of persons employed.

10.25.2 Payment for Labor and Materials

The Company shall pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Company shall also pay any and all accounts for services, equipment, and materials used by them during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the City, the Company shall furnish proof of payment of such accounts to the City.

10.25.3 Attention to Work

The Company, acting through his representative, shall give personal attention to and shall manage the services so that they shall be prosecuted faithfully. When his representative is not personally present, his designated alternate shall be available and shall have the authority to act on the contract.

10.25.4 Employee Safety

The Company alone shall be responsible for the safety of its employees. The Company shall perform the services in a manner which meets the City's responsibility under statutory and common law for the provision of a safe place to work.

10.25.5 Public Safety and Convenience

The Company shall conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.

10.25.6 Cooperation in Disasters

The Company shall acknowledge the presence of other contractors involved in disaster response and recovery activities of the federal, state, and local government, and of any private utility, and shall not interfere with their work during times of declared disaster or a local emergency.

10.25.7 Disposal Facilities

Subsequent to the original approval of disposal facilities by the City, any additional solid waste disposal facilities anticipated to be used by the Company will require prior written approval of the City.

10.26 Compliance with Laws

The Company shall keep fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the services, or the materials used in the services, or in any way affecting the conduct of the services and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

The Company shall at all times observe and comply with, and cause all agents and employees to

observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the City, its officers, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by the Company or employees or any subcontractor.

11 SECTION H - Representation

11.1 Non-Discrimination

- a. The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.
- b. The Company agrees that it will inform the City of any alleged violation(s) of employment practices involving any employees who work on the Project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. The Company will also inform the City of the final disposition of such cases.

11.2 Drug-Free Workplace

The City is a drug-free workplace employer. The City Council has adopted a policy requiring City Service Providers to provide a drug-free workplace in the performance of any City contract. The Company hereby certifies that it has or it will within thirty (30) days after execution of the Contract:

Company must provide to the City a drug-free workplace policy.



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

City of Norcross

Legislation Details (With Details)

File #:	23-6649	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	New Partnership Structure for Gas South-Norcross Affinity Program		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - New Partnership Structure for Gas South-Norcross Affinity Program](#)
2. [Memorandum of Agreement between the City of Norcross and Gas South, LLC](#)
3. [Gas South & City of Norcross Alliance 2023 Partnership Proposal - Presentation](#)

Title

New Partnership Structure for Gas South-Norcross Affinity Program

Drafter

Eric Johnson

Motion

A motion to Approve/Deny the adoption of a memorandum of agreement for the establishment of the Gas South-Norcross Affinity Program to take effect on April 1, 2023, following the termination of the Natural Gas Retail Service Alliance Agreement effective through March 31, 2023.



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

Agenda Report

To: Mayor and Council
From: Eric Johnson, City Manager
Meeting Date: February 6, 2023 - Mayor & Council
Item No.: 23- 6649
Title: New Partnership Structure for Gas South-Norcross Affinity Program

Recommendation

To adopt of a memorandum of agreement for the establishment of the Gas South-Norcross Affinity Program to take effect on April 1, 2023, following the termination of the Natural Gas Retail Service Alliance Agreement effective through March 31, 2023.

Background

Since 2010, the City of Norcross has partnered with Gas South, LLC, who has provided natural gas discounts to customers and incentives to the city for city-associated residential and commercial accounts. The current contract provides permanent discounts on Gas South's residential and commercial rates, waived deposits, and waived connection fees in addition to finder's fees and recurring royalty fees paid to the City of Norcross for allocated territories and zip codes within city limits. The city currently receives a one-time finder's fee of \$12 per residential customer and \$24 per commercial customer for new enrollments and a monthly royalty fee of \$1 per residential customer and \$2 per commercial customer, regardless of use of a promotional code upon enrollment.

Gas South has proposed a new partnership structure with the city, effective April 1, 2023. The proposal includes an increase in royalty fees (to be known as "loyalty payments") to \$1.25 per residential and \$2.50 per commercial enrollment using the promotional code "Norcross," an increase in one-time finder's fees (to be known as "incentive payments") to \$50 per residential and \$50 per commercial enrollment using the promotional code "Norcross," and a Gas South contribution of up to \$10,000 for marketing support of city-hosted events. Gas South will continue to pay royalty and finder's fee rates under the existing agreement through March 31, 2023.

Financial Impact

The new partnership structure is proposed at no cost to the city. Due to the shift of royalty payments to a promotional code-only basis, a reduction in monthly revenues (pre-marketing support) from the partnership is expected.

Consistent with Comprehensive Plan?

Goal 4: Maintain a Vibrant Economy and Continue to Facilitate Job Growth

Goal 6: Further the City's Tradition of Strong Leadership and High Level of Quality Services

Next Steps

Upon approval, the new agreement will take effect on April 1, 2023 and continue through April 2024 before automatic renewals for successive one-year periods. City staff will be responsible for recognizing Gas South's service and the Gas South-Norcross Affinity Program on the city website and partnering with Gas South to identify marketing, advertisement, and sponsorship opportunities.

Attachments

- 1) Memorandum of Agreement between the City of Norcross and Gas South, LLC
- 2) Gas South & City of Norcross Alliance 2023 Partnership Proposal - Presentation

Update

MEMORANDUM OF AGREEMENT

between

City of Norcross
and
Gas South, LLC

1. **Purpose:** This Memorandum of Agreement ("MOA") between the **City of Norcross**, Georgia ("CITY") and **Gas South, LLC** ("Gas South") is designed to:
 - a. Offer natural gas discounts to CITY associated residential and commercial customers; and
 - b. Provide incentives to CITY for Gas South customers associated with the Gas South-Norcross Affinity Program.
2. **Background:** The City of Norcross is an incorporated municipality located in the Gas South service area. Gas South is interested in promoting civic good will and supporting the efforts of CITY throughout its municipal territory. This MOA is intended to follow the termination of the Natural Gas Retail Service Alliance Agreement between the parties which is consented to effective March 31, 2023.
3. **Intent:** Continue to foster the relationship between CITY and Gas South to provide cost-effective and competitive natural gas rates through an effort to be known as the "**Gas South-Norcross Affinity Program.**"
4. **Financial:** City Finder's Fees earned pursuant to the Natural Gas Retail Service Alliance Agreement between the parties dated March 1, 2010 ("Agreement") will be paid for Acquired Norcross Customers (as defined in Section 3.1(d) of the Agreement) and accounts using the CITY promo code (provided by Gas South) signing up for service with Gas South through March 31, 2023 ("Alliance Payments End Date"). Gas South will make a one-time "Incentive Payment" to CITY of \$50 for each new residential account and for each new commercial account that signs up for service with Gas South using the CITY promo code beginning April 1, 2023 ("Affinity Payments Begin Date") and thereafter during the Term.

Monthly Royalty Payments earned pursuant to the Agreement will be paid for Acquired Norcross Customers and accounts using the CITY promo code signing up for service with Gas South through the Alliance Payments End Date. Beginning with customers signing up for service with Gas South on the Affinity Payments Begin Date and thereafter during the Term, Gas South will pay a "Loyalty Payment" to CITY of \$1.25 per month per residential customer and \$2.50 per month per commercial customer for all customers registering their Gas South accounts with the CITY promo code, who continue as Gas South customers through the end of each calendar month.

The foregoing Incentive Payments and Loyalty Payments shall be made as follows:

- a. No later than April 30, for the period January through March;
- b. No later than July 31, for the period April through June;
- c. No later than October 31, for the period July through September;
- d. No later than January 31, for the period October through December.

5. **CITY Responsibilities:**

- a. Recognize Gas South's service and the Gas South-Norcross Affinity Program on its website (with a link to Gas South's affinity partner enrollment page), in CITY newsletters, and through other means through which the CITY communicates with its residents;
- b. Consider including information about the Gas South-Norcross Affinity Program in its CITY utility communications.

6. **Gas South Responsibilities:**

- a. Provide to all Norcross residents and CITY employees in Gas South's service area a two cent per therm discount off the standard residential rate plans offered by Gas South. The discount shall be available during the Term to new and existing Gas South customers who utilize CITY promo code;
- b. Participate in CITY training and outreach activities as requested and available;
- c. Provide CITY staff with marketing materials that describe the Gas South-Norcross Affinity Program;
- d. Evaluate the potential for sending direct mail marketing pieces to CITY residents that include an explanation of the Gas South-Norcross Affinity Program and include a promo code that will allow the residents to receive a discounted natural gas rate. Any direct mail would be subject to the review and approval of CITY;
- e. Work with CITY Staff to identify innovative ways to market the Gas South-Norcross Affinity Program, including but not limited to paid advertising in area publications using the CITY name, logo, and promo code to raise awareness and drive participation in the Program. Any press releases, advertising that includes CITY name or logo, or any other publications, sales or marketing materials utilizing the CITY name, logo or brand will be subject to the review and approval of CITY. All such marketing shall be done at the sole expense of Gas South;
- f. Evaluate sponsorship opportunities related to community events, cultural arts programs, green initiatives or parks and recreation activities, that help raise awareness of the Gas South-Norcross Affinity Program; and

- g. Perform all customer care, billing, and collections activities for Acquired City Customers;
 - h. Participate, at a minimum, in an annual meeting to evaluate the effectiveness of the Gas South-Norcross Affinity Program.
7. **Effective Date:** The effective date ("Effective Date") of this MOA is the date last signed below.
 8. **Term:** The term ("Term") of this MOA shall commence upon the Effective Date and continue through April 1, 2024, and will automatically renew for successive one-year periods unless either party gives notice of termination at least thirty (30) days prior to the end of the then existing Term, pursuant the procedures outlined in 9 below.
 9. **Termination:** Any party may terminate this MOA at any time by providing ninety (90) days' written notice of the termination to either party. Such notice shall be given as outlined in Paragraph 14, below. Either party may also give notice of termination at least thirty (30) days prior to the expiration of the then existing Term.

This MOA may be terminated immediately "For Cause" by either party if the other party engages in behavior that is illegal or offensive to generally accepted standards of behavior, including, but not limited to, discrimination or financial impropriety, so as to cause the other party to believe that public association with the offending party would tend to subject the other party to ridicule, contempt, controversy, embarrassment or scandal.

In the event of material breach of any provision of this MOA (other than by illegal or offensive behavior), including default by either party, the other party may terminate this MOA "For Cause" first by giving thirty (30) days' written notice of the breach to the breaching party to allow for cure. If the breaching party fails to cure the breach within such thirty (30) day period, the other party may terminate this Agreement For Cause by giving ten (10) days' additional written notice to the breaching party. If any part of this MOA is determined by a Court of competent jurisdiction to be illegal, such MOA shall automatically be terminated.

Upon termination for cause by a party, the parties shall pay to each other any amounts due and payable at the termination date and any such payments shall be made within thirty (30) days after the date of termination.

10. **Trademark Use and Restrictions:** Nothing herein shall be construed to authorize or permit Gas South, its agents, or licensees to use any material containing any symbol, trademark or trade dress belonging to CITY or refer to itself as an "official sponsor" or "preferred partner" of CITY without CITY's prior written approval. Nothing herein shall

be construed to authorize either party, its agents, or licensees to use any material containing any symbol, logo, trademark, trade name or trade dress ("Marks") belonging to the other party without the other party's prior written approval. Gas South owns all rights to, or has the right to use, the Gas South Marks. CITY owns all rights to, or has the right to use the CITY Marks.

11. **Relationship between Parties:** This Agreement does not constitute and shall not be construed as creating a partnership or joint venture between the two parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, nor shall anything contained herein give, or is it intended to give, any rights to any third person. CITY shall not have any duty, obligation, responsibility or liability hereunder to any prospect or customer of Gas South in connection with any retail natural gas or other service provided by Gas South for such customer.
12. **No Affiliate Liability:** No Affiliate, agent, representative, employee, contractor, or member of a governing body of either party shall have any liability whatsoever for either party's performance, nonperformance, or delay in performance under this MOA.
13. **Indemnification:** Gas South agrees to defend, indemnify and hold harmless CITY, its Mayor, Council members, officers, employees, successors, assigns, and agents to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) caused by Gas South's negligence or willful and wanton misconduct.
14. **Notices:** All notices shall be in writing. All notices delivered by hand, including by carriers such as UPS and FedEx, shall be effective upon delivery and all notices mailed registered or certified mail, return receipt requested, shall be effective when received, as indicated on the return receipt, when delivered to:
 - a. If to CITY:

City of Norcross
65 Lawrenceville Street, NW
Norcross, GA 30071
Attn: City Manager
 - b. If to Gas South:

Gas South, LLC
One Overton Park
3625 Cumberland Blvd., Suite 1500
Atlanta, Georgia 30339
Attn: CEO
15. **Confidentiality:** CITY and Gas South shall not release information designated in writing as confidential information from each other except with the written consent of the other

party or as otherwise provided by law. Gas South acknowledges that this MOA is subject to the Georgia Open Records Act.

16. **Insurance:** Each party shall maintain, at its sole expense, any insurance and/or bonds required by law.
17. **Governing Law and Compliance:** This MOA shall be subject to the laws of the State of Georgia. Gas South shall perform all services in accordance with all applicable local, state and federal laws.
18. **Entire Agreement:** This MOA represents the entire agreement between CITY and Gas South. The provisions of this MOA may not be altered, amended or waived except by written agreement signed by all parties. Neither party shall be bound by any oral agreements, representations or special arrangements contrary to or in addition to the terms and conditions contained herein.
19. **Assignment:** This MOA may not be assigned or delegated in whole or in part without the prior written consent of the other party, such consent not being unreasonably withheld.
20. **Execution:** This MOA may be executed in one or more counterparts. The signature of any party thereon is to be considered as an original signature and the document transmitted is to be considered to have the same binding effect as an original signature or an original document.

ATTEST

All terms of this Memorandum of Agreement are hereby acknowledged and agreed to as certified by the signatures of the duly authorized officers and agents affixed hereby. The parties hereto have executed this MOA on the dates set forth below.

GAS SOUTH, LLC

CITY OF NORCROSS, GEORGIA

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Gas South & City of Norcross Alliance

2023 Partnership Proposal

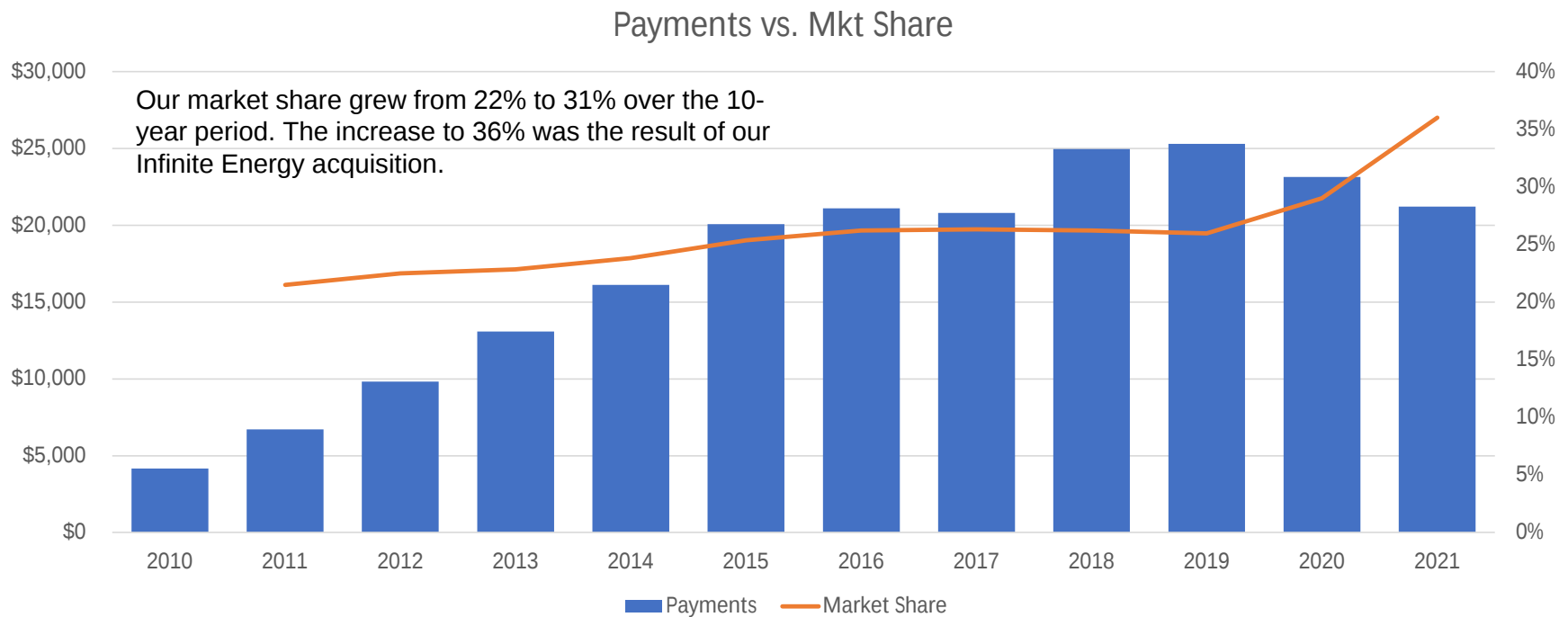


Executive Summary

- Since 2010, Gas South and the City of Norcross has partnered to save Norcross residents thousands on natural gas
- Through our partnership Norcross residents receive a permanent discount on Gas South's residential and business rates, deposit waived, No connection fee and \$50 in bill credits for online enrollment
- Currently the City of Norcross is on a baseline contract, which means Gas South pays a royalty for allocated territories/zip codes in Norcross
- After evaluating the partnership, our contract structure is no longer economical for Gas South
- Gas South is recommending a modification to the contract which will make our partnership both economical and sustainable
- Additionally, Gas South will continue to support city events or contribute funds to economic development projects

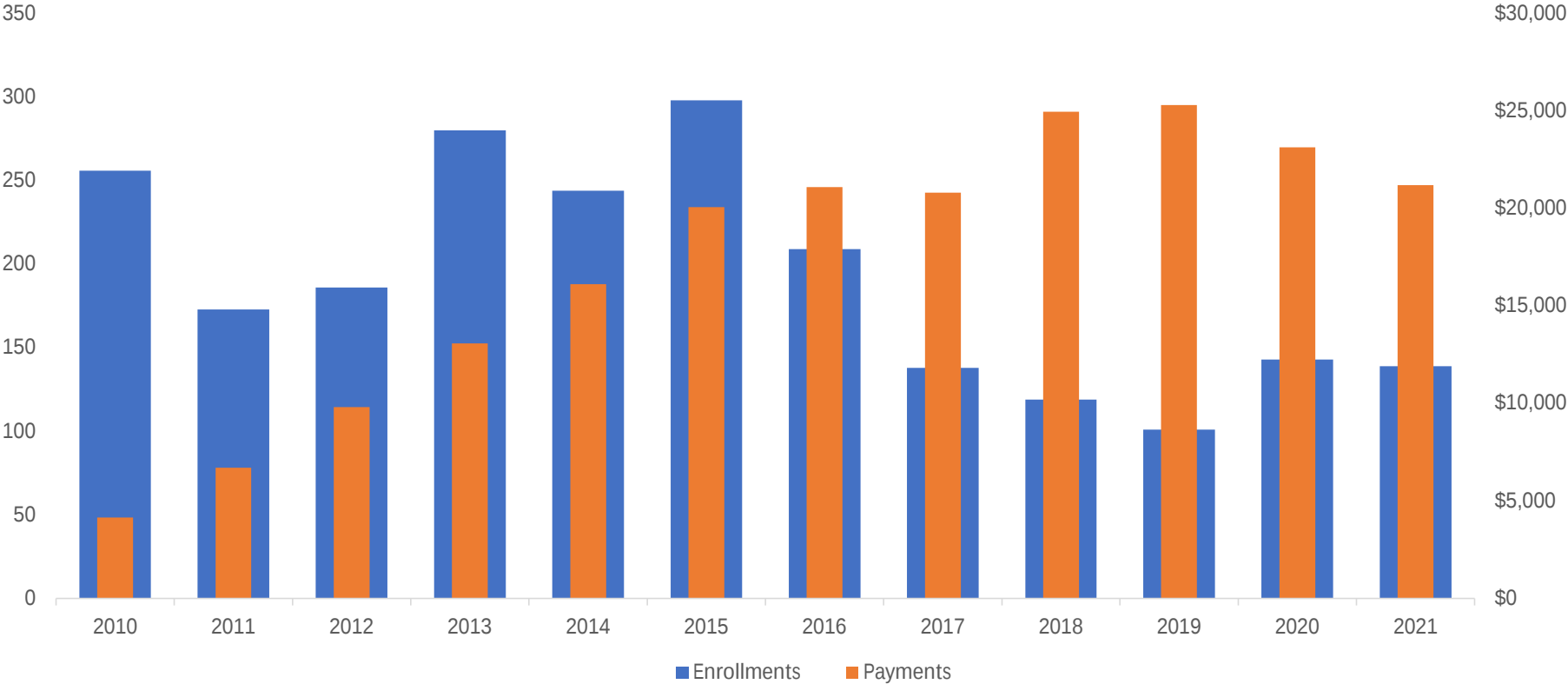
City of Norcross Lifetime Payment Total and Market Share

Mkt Share Increase: 22%-36% Pay to date: \$199,172



Lifetime Enrollments vs. Payments

Since 2010, Norcross has brought in 2,336 residential and commercial enrollments through the associated code 970. (as of 2021)



Proposed Partnership Structure

- Gas South will pay a "Finder's Fee" for each new enrollment (residential or commercial) who enrolls using the city's promo code
- Gas South will continue to pay a recurring monthly royalty for each customer within the city
- Gas South will sponsor city events or began contributing to economic development projects/funds
- Gas South will rollout new promo code "Norcross" to be easily recognized and memorable amongst residents



GAS SOUTH



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Thank You!





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

City of Norcross

Legislation Details (With Details)

File #:	23-6650	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Employee Hiring and Retention		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Post Probationary Discretionary Pay Increases For New And Promoted Employees, And Eligibility For Merit Increase](#)

Title
Employee Hiring and Retention

Drafter
Eric Johnson

Motion
A motion to

(1) Approve changes to the Employee Handbook related to promotions and new hires, providing for discretionary pay increases of up to 5% or a fixed dollar amount not to exceed 5% at the conclusion of the promoted or new hire's probationary period, and at one year after completing probation. (2) Approve a change to the Employee Handbook to change eligibility for merit increases to new employees with three months' service.

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



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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: February 6, 2023 - Mayor & Council

Item No.: 23-6650

Title: Post probationary discretionary pay increases for new and promoted employees, and eligibility for merit increases

CC: Camille Washington, HR Manager; Bill Grogan, Chief of Police

Recommendation – (1) Approve changes to the Employee Handbook related to promotions and new hires, providing for discretionary pay increases of up to 5% or a fixed dollar amount not to exceed 5% at the conclusion of the promoted or new hire's probationary period, and at one year after completing probation. (2) Approve a change to the Employee Handbook to change eligibility for merit increases to new employees with three months' service.

Background – Current policies restrict compensation for promoted employees and for new hires. Both can present challenges to encouraging employees to apply for promotion, and to internal equity. Adding discretionary increases after successful completion of a probationary period can allow further adjustment of salaries, within limitations. The potential to obtain one or two adjustments based on proven performance incentivizes accepting a position with the City or competing for a promotion. Within sworn law enforcement positions, there is an added benefit in being able to provide a performance-based increase prior to an officer completing two years from the date of completing the police academy: Georgia law provides that another law enforcement agency must reimburse the City if they recruit an officer prior to him or her completing that two-year period. They do not have to reimburse the City after the completion of that two-year period. As a result, the ability to provide an increase on completion of probation and a second one prior to a high-performing officer reaching their two-year obligation when they can more easily be hired by another police agency, increases the City's ability to compete and retain that officer.

In an increasingly competitive market, a delay in providing merit increases to new hires (since the City does not offer cost of living adjustments) also disincentivizes employees the City has invested in training. While there will be employees receiving an annual merit increase simultaneous with all other employees prior to completing probation, the amount of an increase is still subject to the discretion of the department director based on how that employee is performing.

While a shortening of the qualification period for new hires has been recommended in each of the past two budgets, a permanent change to the Employee Handbook will allow those applying for positions to be advised at the time of their selection that they will qualify for these adjustments.

The Employee Handbook, regarding promotions, provides “[w]hen an employee is promoted to a position in a higher job grade, his or her salary shall be increased to the minimum rate for the higher grade, or to the rate in the pay range of the new position, which is immediately at or above his or her present rate of pay not to exceed 5%. Employees promoted to a new position are placed on probationary status for six months, and twelve months for public safety employees. The probationary employee will be evaluated at the end of the probationary period. Upon completion of the evaluation, the employee will be notified of the change in status to a regular employee or terminated.”

This language would be extended to state: “Employees who successfully complete a probationary period may be given a discretionary pay increase of up to 5% or a fixed dollar amount not to exceed 5% at the conclusion of the promoted employee’s probationary period, and at up year after completing probation, effective with employees promoted on or after January 1, 2021.”

The Employee Handbook states regarding merit increases “Regular full-time employees with at least one (1) year of continuous service and a favorable performance review score are considered eligible. Newer employees that have not completed their probationary period are not eligible.” This language would be revised to state “at least three (3) months of continuous service....” and would be expanded to state: “New employees who successfully complete a probationary period may be given a discretionary pay increase of up to 5% or a fixed dollar amount not to exceed 5% at the conclusion of the new employee’s probationary period, and at one year after completing probation.”

Allowing discretion is clearly not intended to facilitate unequal treatment, but to recognize that a merit increase is performance-based, and not automatic.

Financial Impact – While there will be a cost, the impact will depend on the number of hires and promotions, and the difference between what was paid previously and the cost of the hired or promoted employee. Some existing employees will be impacted by the provision for added discretionary increases. In the absence of incentives for new hires and internal promotions, the costs associated with turnover would be predicted to be higher. The City has been forced to use overtime to provide adequate coverage in some roles and consultants in other roles. There is also an implicit cost of training new employees when the City is not successful in retaining employees. It is preferable to facilitate promotions and retention over new hires unless the City needs new skills or experience not found in existing staff.

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

Next Steps – On approval, the Employee Handbook will be updated to reflect the changes.

Attachments – NA.

Update – NA.