

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Agenda

Monday, May 5, 2025

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Marshall Cheek

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Bruce Gaynor

Live Stream Here:

<https://youtube.com/live/EPkjLsyo92w?feature=share>

- A. Call to Order by Mayor Craig Newton**
PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES
- B. Invocation: Councilmember Hixson**
- C. Pledge of Allegiance to the Flag of the United States of America**
- D. Roll Call (recorded)**
- E. Presentation of Previous Meeting Minutes for Acceptance**
 - 1. [25-7308](#) **Approval of Previous Meeting Minutes**

[Mayor and Council - Regular Meeting - Apr 7, 2025, 6:30 PM](#)

[Policy Work Session - Policy Work Session - Apr 21, 2025, 6:30 PM](#)
- F. Set agenda as presented for the scheduled meeting.**
 - 1. [25-7309](#) **Acceptance of the Agenda and Approval of the Consent Agenda**
- G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**
 - 1. [25-7310](#) **Proclamation Honoring Resident Randy Lee Johnson**
A proclamation honoring the life of resident Randy Lee Johnson.

[PRO - Randy Lee Johnson](#)
 - 2. [25-7311](#) **Presentation of the Excellence in Policing Certification Award Letter**
A presentation of the Excellence in Policing Certification Award letter to the City of Norcross, presented by David Trotter of the Georgia Municipal Association, in recognition of the City's commitment to excellence in policing standards.
 - 3. [25-7312](#) **Swearing in of Officer William Donaldson**
Oath of office administered to Officer William Donaldson.

[Oath of Office - Officer William Donaldson](#)
- H. Floor Open to Citizens Desiring to Address the Governing Authority**
 - a. **Comments by Citizens**
 - b. **Comments by Council**
 - c. **Comments by City Manager**

PH. Public Hearings

- PH1. [25-7279](#) **SUP2025-001 5390 Peachtree Industrial Blvd**
Request for a Special Use Permit for an Event Hall in the C-2 zoning District.
[Agenda Report - SUP2025-001 5390 Peachtree Industrial Blvd](#)
[Staff Report - SUP2025-001 5390 Peachtree Industrial Blvd](#)
[SUP2025-001 – Application](#)

J. Reports of the Mayor and Councilmembers**a. General Announcements****MAY CALENDAR OF EVENTS****Movie Monday: Wicked**

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

Coffee With Council

Saturday, May 17 | 8:00 a.m. | 45 South Cafe

Historic Cemetery Tour

Sunday, May 18 | 2:00 p.m. | Norcross City Cemetery

Policy Work Session

Monday, May 19 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Summer Concert Series: Side Piece

Friday, May 23 | 7:30 - 9:30 p.m. | Thrasher Park

Memorial Day Observance

Monday, May 26 | Sanitation & Recycling Will Be Delayed

Memorial Day Remembrance

Monday, May 26 | 11:30 a.m. | Thrasher Park

Movie Monday: Inside Out

Tuesday, May 27 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

K. Board Appointments

1. [25-7313](#) **Board Appointment - Discovery Garden Park Board**

L. Consent Agenda

1. [25-7287](#) **Private/Public Road ROW Configuration at 551 Sunset Drive**
Approve the Request to Consider a Private Road Right-of-Way Configuration at 551 Sunset Drive to Serve the 4-Lot Single Family Development - with Intent for Dedication to the City as a Public Road.
[Agenda Report - Private/Public Road ROW Configuration at 551 Sunset Drive](#)
[Preliminary Plat Application](#)
[Preliminary Plat Map Site Plan](#)
[Preliminary Plat Map with Alternative Setbacks](#)
[Preliminary Plat Letter of Intent Narrative](#)

2. [25-7288](#) **Corrective Instruments for Right of Way Deed**

Approve the transfer of real estate via quit claim deed that was erroneously conveyed to the City and to authorize the Mayor to execute the deed attached with this agenda item.

[Agenda Report - Corrective Instruments for Right of Way Deed](#)

[Proposed Right of Way Deed](#)

[Proposed Quit Claim Deed](#)

[Erroneously Recorded ROW Deed](#)
3. [25-7289](#) **Anderson Place Street Network Dedication**

Request developer to update preliminary plat and all subsequent plans and permit packages to indicate that the street network in the Anderson Place subdivision be identified as future publicly dedicated rights of way and to dedicate as such at the time of Final Plat approval by Mayor and Council.

[Agenda Report - Anderson Place Street Network Dedication](#)

[Anderson Place Preliminary Plat](#)
4. [25-7290](#) **PD Patrol Vehicle Purchase**

Appropriate from fund balance in the Motor Vehicle Rental Fund \$300,000 for purchase and subsequent outfitting of five Dodge Durango police vehicles, taking advantage of a discount offered in fleet sales for available vehicles, addressing FY 26 replacement requirements.

[Agenda Report - PD Patrol Vehicle Purchase](#)

[Budget Amendment- \\$300K](#)
5. [25-7291](#) **Norcross Public Safety Building – Guaranteed Maximum Price**

Approve Reeves Young's proposed Guaranteed Maximum Price (GMP) for the direct construction costs associated with building the new Public Safety Building in the amount of \$20,840,785 and indirect costs in the amount of \$1,373,835 which includes a 2% (\$416,816) construction contingency.

[Agenda Report - Norcross Public Safety Building - Guaranteed Maximum Price](#)

[Norcross Public Safety Building - GMP Rev 02 041425](#)

[A133 GMP Contract Amendment](#)

[Public Safety Building Budget v Actuals](#)

[Full GMP Package: NPSB - GMP REV02 - 2025-04-14](#)

6. [25-7292](#) **MEAG Municipal Competitive Trust Transfer to Assist Funding the Public Safety Building**
1) To transfer \$5,000,000 from MEAG's Short-Term Portfolio Flexible Operating account to the City of Norcross General Fund.
2) To apply MEAG's Intermediate Extended Maturity Portfolio Generation Trust account, comprised of approximately \$5,000,000, towards the purchase of electricity from MEAG over a 17-month period. MEAG will internally transfer \$300,000 a month for 16 months crediting our purchased electricity bill and the remaining account balance will be credited on the 17th month. These funds will be used to reduce 17 monthly invoices from MEAG to the City of Norcross for energy purchased. This will result in a budget surplus in the Electric Fund of \$300,000 per month, replenishing the \$5,000,000 at the end of the 17-month bill crediting period.
[Agenda Report - MEAG Municipal Competitive Trust Transfer to Assist Funding the Public Safety Building](#)
[MCT February Statement](#)
[MEAG Transfer Approval Letter](#)
[Georgia Fund 1 Performance](#)
7. [25-7268](#) **UDO Revision Update/Moratorium**
Consider request to extend the moratorium on private roads for an additional three months for a total moratorium time of six months from initial date of action due to the complexity of the request for code changes, and to consider release of the moratorium on new public roads.
[Agenda Report - UDO Revision Update/Moratorium](#)
[Resolution - Private Road Moratorium](#)
8. [25-7293](#) **Downtown Parking Study Update**
Approval to perform an update to the Downtown Parking Study by on call firm Kimley Horn for a fee not to exceed \$28,500 plus reimbursable expenses of \$500 from Mayor & Council Contingency as recommended in the Financial Impact of the attached Agenda Report.
[Agenda Report - Downtown Parking Study Update](#)
[Agreement for Professional Services - Kimley Horn and Associates INC](#)
[Budget Amendment \\$29K](#)
9. [25-7296](#) **Pedestrian Railroad Crossing(S) Project**
Approve the construction agreement with Norfolk Southern Railroad, authorize the release of the construction RFP, and approve a \$171,452.00 budget amendment from Transportation SPLOST to the project.
[Agenda Report - Pedestrian Railroad Crossing\(s\) Project](#)
[AutoCad Project Renderings](#)
[Construction Agreement & Plans with NFS RR](#)
[Project Cost Summary](#)
[Final Cost Estimate for Construction](#)
[Budget Amendment - \\$171,452.00](#)

10. [25-7294](#) **Expanded Downtown Parking**
Authorize additional funding to complete 60% Design Development Plan Documents for expanded downtown parking.

[Agenda Report - Expanded Downtown Parking](#)

[Area for Design - Expanded Downtown Parking](#)

[Budget Amendment - \\$76K](#)
11. [25-7301](#) **Concept Report for Piedmont Pathway, Trailhead, and Greenspaces Within the City of Norcross**
Approve budget amendment and proposal for an RFP to develop a concept report for the Piedmont Pathway, Trailhead, and Greenspaces.

[Agenda Report - Concept Report for Piedmont Pathway, Trailhead, and Greenspaces within the City of Norcross](#)

[Area of Consideration](#)

[City of Norcross Scope of Work](#)

[PG&T Update to M&C, Jan 2025](#)

[Budget Amendment 4.21.25 PWS \\$130K](#)
12. [25-7302](#) **Norcross 2025 Road Resurfacing Program**
Approve the Norcross 2025 road resurfacing program for residential streets with associated budget.

[Agenda Report - Norcross 2025 Road Resurfacing Program](#)

[Norcross Paving Recommendations](#)

[Detailed Paving Summary - Public Works](#)

[Budget Amendment - \\$4,003,211.00](#)
13. [25-7295](#) **Norcross Beaver Ruin Greenway Contract Amendment for Planning and Engineering (P&E)**
Approve Contract Amendment, Supplement 7, and cost increases to complete P&E for the Norcross Beaver Ruin Greenway Project 0016067.

[Agenda Report - Norcross Beaver Ruin Greenway Contract Amendment for Planning and Engineering \(P&E\)](#)

[Contract Amendment Supplement 7](#)

[Current ARC TIP Budget-Project 0016067](#)

[CPL Planning and Engineering Cost Tracker](#)

[Budget Amendment - \\$54,960.00](#)

14. [25-7299](#) **IGA with Gwinnett County Board of Voter Registration and Elections for Use of Election Equipment**
 Approve an IGA with the Gwinnett County Board of Registrations and Elections authorizing the loaning of Optical Scanners to conduct the 2025 Municipal Elections.

[Agenda Report - IGA with Gwinnett County Board of Voter Registration and Elections for Use of Election Equipment](#)

[2025 Equipment Agreement with Gwinnett County Elections](#)

M. Items for Discussion

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

O. Signed by_____ Mayor Craig Newton

P. Attest:_____ Monique Philip, City Clerk



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

City of Norcross

Legislation Details (With Details)

File #:	25-7308	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 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 April 7th Regular Council meeting minutes and the April 21st Policy Work Session and Executive Session meeting minutes.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, April 7, 2025

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Marshall Cheek

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Bruce Gaynor

Minutes Acceptance: Minutes of Apr 7, 2025 6:30 PM (Presentation of Previous Meeting 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	
Marshall Cheek	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Remote	
Josh Bare	Councilmember	Present	
Matt Myers	Councilmember	Present	
Bruce Gaynor	Councilmember	Present	

Regular Meeting was called to order at 6:30 PM by Mayor Craig Newton

- E. Presentation of Previous Meeting Minutes for Acceptance
- 25-7280: Approval of Previous Meeting Minutes

Motion

A motion to approve the March 3 Regular Council Meeting Minutes and the March 17th Policy Work Session and Executive Session Meeting Minutes.

Mayor and Council - Regular Meeting - Mar 3, 2025, 6:30 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Bruce Gaynor, Councilmember
SECONDER: Marshall Cheek, Mayor Pro Tem
AYES: Cheek, Hixson, Bare, Myers, Gaynor

Policy Work Session - Policy Work Session - Mar 17, 2025, 6:30 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Bruce Gaynor, Councilmember
SECONDER: Marshall Cheek, Mayor Pro Tem
AYES: Cheek, Hixson, Bare, Myers, Gaynor

- F. Set Agenda as Presented for the Scheduled Meeting
- 1. 25-7281: Acceptance of the Agenda

Motion

A motion to accept the agenda and approve the Consent Agenda.

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

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

Minutes Acceptance: Minutes of Apr 7, 2025 6:30 PM (Presentation of Previous Meeting Minutes for Acceptance)

a. **25-7259: Swearing in of Officer Logan Spurgeon**

RESULT:	ACKNOWLEDGED AND READ
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b. **25-7282: Swearing in of Officer Damour Bailey**

RESULT:	ACKNOWLEDGED AND READ
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H. Floor Open to Citizens Desiring to Address the Governing Authority**a. Comments by Citizens**

- Jim Eyre

Provided a detailed timeline of the Comp Plan from review to adoption.

b. Comments by Council**c. Comments by City Manager****PH. Public Hearings****J. Reports of the Mayor and Councilmembers****a. General Announcements****APRIL CALENDAR OF EVENTS****Norcross Then & Now Exhibit**

Tuesday, April 1 - Wednesday, April 30 | Welcome Center & History Museum

Movie Monday: The Fall Guy

Monday, April 14 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Day Of Play

Friday, April 18 | 10:00 - 11:00 a.m. | Lillian Webb Park

Coffee With Council

Saturday, April 19 | 8:00 a.m. | 45 South Cafe

Easter Egg Hunt

Saturday, April 19 | 10:00 a.m. | Rossie Brundage Park

Eggs-tra Special Needs Egg Hunt

Saturday, April 19 | 1:00 p.m. | Rossie Brundage Park

Public Safety Building Groundbreaking

Monday, April 21 | 2:00 p.m. | 6025 Buford Hwy.

Policy Work SessionMonday, April 21 | 6:30 p.m. | City Hall, 2nd Floor Conference Room**Planting For Pollinator Workshop**

Tuesday, April 22 | 1:00 - 2:00 p.m. | Norcross Gwinnett Public Library

Norcross Then & Now Exhibit Reception

Thursday, April 24 | 5:00 - 7:00 p.m. | Welcome Center & History Museum

Arboretum Ribbon Cutting

Friday, April 25 | 2:00 p.m. | Pinnacle Park

Georgia Cities Week: Norcross LCuster Innovation Showcase

Saturday, April 26 | 9:00 a.m. - 1:00 p.m. | Lillian Webb Park

Freckles & Co. Ribbon Cutting

Saturday, April 26 | 9:30 a.m. | 19 Jones St. NW

Movie Monday: The Monk And The Gun

Monday, April 28 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

K. Board Appointments

25-7284: Board Appointment - Discovery Garden Park Board

RESULT:	POSTPONED
	Next: 4/21/2025 6:30 PM
TO:	Policy Work Session

25-7285: Board Appointment - Norcross Public Arts Commission

RESULT:	POSTPONED
	Next: 4/21/2025 6:30 PM
TO:	Policy Work Session

L. Consent Agenda

RESULT:	ADOPTED ON CONSENT AGENDA [UNANIMOUS]
MOVER:	Josh Bare, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Cheek, Hixson, Bare, Myers, Gaynor

1. 25-7264: Surplus Vehicles

Motion

A motion to approve the surplus of five (5) vehicles.

2. 25-7265: Switchgear for Public Safety Building

Motion

A motion to approve Reeves Young to purchase the public safety building's electrical switchgear as early release work, ahead of an agreed upon Guaranteed Maximum Price (GMP) for the construction of the public safety building.

3. 25-7266: LED Street Lights Policy

Motion

A motion to approve the adoption of a policy that requires the installation and/or retrofit with Dark Sky-compliant light-emitting diode (LED) lamps in street lights.

Minutes Acceptance: Minutes of Apr 7, 2025 6:30 PM (Presentation of Previous Meeting Minutes for Acceptance)

4. **25-7267: Amendments to the FY25 Budget**

Motion

A motion to approve amendments to the adopted FY25 budget totaling \$7,416,975.

5. **25-7269: Contract Award for HVAC Preventative Maintenance and Services**

Motion

A motion to approve a contract between the City of Norcross and MaxAir Mechanical, LLC for HVAC Preventative Maintenance and Service.

6. **25-7270: Contract Award for Anamanda Close Headwall Replacement**

Motion

A motion to approve the contract between the City of Norcross and Professional Pipeline, LLC for the replacement of the Anamanda Close headwall, at a total cost of \$65,714, to be funded from the Stormwater Fund.

7. **25-7271: Contract Award for Cured-In-Place Pipe (CIPP) Relining**

Motion

A motion to approve the contract between the City of Norcross and Southern Premier Contractors, Inc. for the CIPP (Cured-In-Place Pipe) relining project, at a total cost of \$857,432.50, to be funded from the Stormwater Fund.

8. **25-7272: Contract Award for On-Call Concrete Services**

Motion

A motion to approve a contract between the City of Norcross and Curb-Tech Inc. for on-call concrete services.

9. **25-7273: Norfolk Southern (NFS) Lease Agreement-West**

Motion

A motion to approve the attached NFS lease Agreement (West, MP 618.50) and Appropriation of \$85,000 for the 2025-2026 Annual Payment.

10. **25-7274: Elected Official Accommodations at GMA Conferences and Training**

Motion

A motion to approve an exemption to the travel policy restrictions on short-term rentals for the Mayor and City Councilmembers when attending Georgia Municipal Association (GMA) meetings, conferences, and training sessions.

M. Items for Discussion

1. **25-7263: Request for an Authorization for an Out of Cycle Comprehensive Plan Amendment in the Town Center Character Area by John Mansour**

Motion

A motion to approve the request for an out of cycle Comprehensive Plan amendment.

Minutes Acceptance: Minutes of Apr 7, 2025 6:30 PM (Presentation of Previous Meeting Minutes for Acceptance)

RESULT:	FAILED [2 TO 3]
MOVER:	Matt Myers, Councilmember
SECONDER:	Marshall Cheek, Mayor Pro Tem
AYES:	Marshall Cheek, Matt Myers
NAYS:	Andrew Hixson, Josh Bare, Bruce Gaynor

N. Adjourn in memory of

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

Councilmember Gaynor motioned to adjourn the meeting at 7:39 pm, seconded by Councilmember Bare. The vote was unanimous.

Signed by _____ **Mayor Craig Newton**

Attest _____ **Monique Philip, City Clerk**

Minutes Acceptance: Minutes of Apr 7, 2025 6:30 PM (Presentation of Previous Meeting Minutes for Acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, April 21, 2025

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Marshall Cheek

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Bruce Gaynor

View Meeting Recording Here:

<https://youtube.com/live/UwMnkAb4LQk?feature=share>

Minutes Acceptance: Minutes of Apr 21, 2025 6:30 PM (Presentation of Previous Meeting Minutes for Acceptance)

A. Roll Call (recorded)

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

Policy Work Session was called to order at 6:31 PM by Mayor Craig Newton

B. Citizen Input**C. Board Updates**

* Planning and Zoning Board Update - Jim Poteete, Chair – *Rescheduled for May PWS*

D. General Updates

* Audit Presentation - Josh Carroll, Mauldin and Jenkins

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

The Mayor and Council will consider appointments to the following Boards, Commissions, or Authorities in Executive Session.

* Discovery Garden Park Board

* Norcross Public Arts Commission

H. Items for Discussion**1. 25-7287: Private/Public Road ROW Configuration at 551 Sunset Drive**

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/5/2025 6:30 PM

TO: Mayor and Council

2. 25-7288: Corrective Instruments for Right of Way Deed

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/5/2025 6:30 PM

TO: Mayor and Council

3. 25-7289: Anderson Place Street Network Dedication

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/5/2025 6:30 PM

TO: Mayor and Council

Minutes Acceptance: Minutes of Apr 21, 2025 6:30 PM (Presentation of Previous Meeting Minutes for Acceptance)

4. **25-7279: SUP2025-001 5390 Peachtree Industrial Blvd**

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/5/2025 6:30 PM

TO: Mayor and Council

5. **25-7290: PD Patrol Vehicle Purchase**

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/5/2025 6:30 PM

TO: Mayor and Council

6. **25-7291: Norcross Public Safety Building – Guaranteed Maximum Price**

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/5/2025 6:30 PM

TO: Mayor and Council

7. **25-7292: MEAG Municipal Competitive Trust Transfer to Assist Funding the Public Safety Building**

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/5/2025 6:30 PM

TO: Mayor and Council

8. **25-7268: UDO Revision Update/Moratorium**

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/5/2025 6:30 PM

TO: Mayor and Council

9. **25-7293: Downtown Parking Study Update**

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/5/2025 6:30 PM

TO: Mayor and Council

10. **25-7296: Pedestrian Railroad Crossing(S) Project**

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/5/2025 6:30 PM

TO: Mayor and Council

Minutes Acceptance: Minutes of Apr 21, 2025 6:30 PM (Presentation of Previous Meeting Minutes for Acceptance)

11. **25-7294: Expanded Downtown Parking**

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/5/2025 6:30 PM

TO: Mayor and Council

12. **25-7301: Concept Report for Piedmont Pathway, Trailhead, and Greenspaces Within the City of Norcross**

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/5/2025 6:30 PM

TO: Mayor and Council

13. **25-7302: Norcross 2025 Road Resurfacing Program**

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/5/2025 6:30 PM

TO: Mayor and Council

14. **25-7295: Norcross Beaver Ruin Greenway Contract Amendment for Planning and Engineering (P&E)**

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/5/2025 6:30 PM

TO: Mayor and Council

15. **25-7297: Comprehensive Plan Changes**

RESULT: THIS MATTER WAS REFERRED TO STAFF

Staff will meet individually with each Councilmember to identify their priorities and develop a reasonable implementation timeline.

16. **25-7298: Buford Highway Master Plan Update**

RESULT: THIS MATTER WAS REFERRED TO STAFF

Staff will work to identify and resolve conflicting details between the Comprehensive Plan and the Buford Highway Master Plan.

17. **25-7299: IGA with Gwinnett County Board of Voter Registration and Elections for Use of Election Equipment**

RESULT: THIS MATTER WAS REFERRED TO

Next: 5/5/2025 6:30 PM

TO: Mayor and Council

18. **25-7300: Retreat Overview**

RESULT:	DISCUSSED Staff was asked to provide quarterly progress updates on action items.
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I. **Adjourn to Executive Session for Personnel, Real Estate, or Legal**

The meeting adjourned to Executive Session for Personnel at 10:52 PM with a motion to adjourn made by Councilmember Gaynor, seconded by Councilmember Bare. Unanimously approved.

J. **Signed by:** _____ **Mayor Craig Newton**K. **Attest:** _____ **Monique Philip, City Clerk**

Minutes Acceptance: Minutes of Apr 21, 2025 6:30 PM (Presentation of Previous Meeting Minutes for Acceptance)



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

City of Norcross

Legislation Details (With Details)

File #:	25-7309	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	Acceptance of the Agenda and Approval of the Consent Agenda		

Sponsors:

Code Sections:

Title

Acceptance of the Agenda and Approval of the Consent Agenda

Motion

A motion to Accept the Agenda and Approve the Consent Agenda.



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

City of Norcross

Legislation Details (With Details)

File #:	25-7310	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	Proclamation Honoring Resident Randy Lee Johnson		

Sponsors:

Code Sections:

Attachments:

1. [PRO - Randy Lee Johnson](#)

Title
Proclamation Honoring Resident Randy Lee Johnson

Presenter
Mayor Craig Newton

Proclamation

City of Norcross, Georgia

Celebration and Remembrance of
Randy Lee Johnson

Whereas, Randy Lee Johnson, aged 63, of Auburn, Georgia, departed this life on Monday, March 24, 2025, leaving behind a legacy of love, laughter, and compassionate care; and

Whereas, a native of Norcross, Georgia, Randy devoted forty-one years of his life to Woods Animal Hospital, where his gentle hand and kind heart nurtured countless creatures great and small; and

Whereas, Randy wore many cherished titles—beloved husband to Tammy Johnson; devoted father to Kevin Ledbetter (Lea) and Cameron Rosas (David); doting “Pop,” “Papa Dawg,” and grandfather to Eva “Bugaboo” Ledbetter; treasured brother-in-law to Charlotte and Ken Owens; and steadfast friend to many; and

Whereas, his home rang with humor and warmth as he delighted in sharing a joke, and his spirit soared with every victory of his Georgia Bulldawgs, whose colors he carried proudly in heart; and

Whereas, his circle of love extended beyond blood to embrace “kids” and “grandchildren” who found in him a mentor, a protector, and a joyful playmate; and

Whereas, he is survived by his loving wife, Tammy; his children Kevin (Lea) and Cameron (David); his granddaughter Eva “Bugaboo”; his sister and brother-in-law Charlotte and Ken, and his devoted canine companions, Brogan and Adira;

NOW, THEREFORE, we, the Mayor and Council of the City of Norcross, do hereby honor the life of Randy Lee Johnson: a man whose laughter was infectious, whose compassion was limitless, and whose love continues to resonate in every heart he touched.

Be it further proclaimed that in recognition of Randy’s unwavering dedication to the well-being of animals, his joyful fandom of the Georgia Bulldawgs, and his role as a pillar of strength and humor to family and friends, we carry forward his memory and raise our voices in gratitude for Randy’s life. We pledge to honor his memory by living with the same generosity of spirit, joy, and love that he so effortlessly gave to us all.

Given under my hand on this 4th day of March 2025.

Mayor Craig Newton

Attest: Monique Philip, City Clerk



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

City of Norcross

Legislation Details (With Details)

File #:	25-7311	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	Presentation of the Excellence in Policing Certification Award Letter		

Sponsors:

Code Sections:

Title

Presentation of the Excellence in Policing Certification Award Letter

Presenter

David Trotter, Georgia Municipal Association



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

City of Norcross

Legislation Details (With Details)

File #:	25-7312	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	Swearing in of Officer William Donaldson		

Sponsors:

Code Sections:

Attachments:

1. [Oath of Office - Officer William Donaldson](#)

Title

Swearing in of Officer William Donaldson

Sworn-in by

Mayor Craig Newton

Norcross Police Department
Oath of Office

I, William Donaldson, for so long as I am employed with the City of Norcross Police Department, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States of America and the Constitution of the State of Georgia, and I will faithfully perform and discharge the duties of my position, conscientiously and without malice or partiality, to the best of my ability;

I further swear (or affirm) to obey, to adhere to, to uphold and to enforce the laws of the United States of America, of the State of Georgia, and of the City of Norcross at all times;

So Help Me God.

Officer's Signature

Administrator's Signature

Title and Name of Administrator

Date

Notary Public



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

City of Norcross

Legislation Details (With Details)

File #:	25-7279	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	SUP2025-001 5390 Peachtree Industrial Blvd		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - SUP2025-001 PWS](#)
2. [Staff Report - SUP2025-001 5390 Peachtree Industrial Blvd](#)
3. [SUP2025-001 - Application](#)

Title
SUP2025-001 5390 Peachtree Industrial Blvd

Drafter
LeDarius Scott

Motion
A motion to Approve/Deny a Special Use Permit for an Event Hall in the C-2 zoning District at 5390 Peachtree Industrial Blvd, Suites 120 and 130, with the hours of operation being 8 AM to 1 AM for the event facility.



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

AGENDA REPORT

To: Mayor and Council

From: LeDarius Scott, Senior Planner

Meeting Date: May 5, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7279

Title: Special Use Permit- Event Center at 5390 Peachtree Industrial Boulevard

CC: Eric Johnson, City Manager

Recommendation

Consideration of a request for a Special Use Permit for an event center at 5390 Peachtree Industrial Boulevard. At their April 2, 2025 meeting the Planning and Zoning Board recommended approval of SUP2025-001 with the hours of operation being 8 AM to 1 AM for the event facility.

Background

The applicant requests to receive a special use permit to operate an event facility on the first floor of an existing building at 5390 Peachtree Industrial Blvd in suite 130.

Financial Impact N/A

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

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment

Attachments

Staff Report - SUP2025-001 5390 Peachtree Industrial Blvd
 SUP2025-001 - Application

Next Steps

May 5, 2025 Regular Council Meeting



Meeting Date: 4/2/2025 at 6:30 PM

Petition Number: SUP2025-001

Project Type:

Commercial/Event Hall

Property Location:

5390 Peachtree Industrial Blvd, Suites 120 and 130

Tax Parcel ID:

6271 439

Petitioner:

Adetokunboh Omishore

Petitioner's Request:

Special Use Permit for an Event Hall in the C-2 zoning district

Recommendation:

Approval

Summary

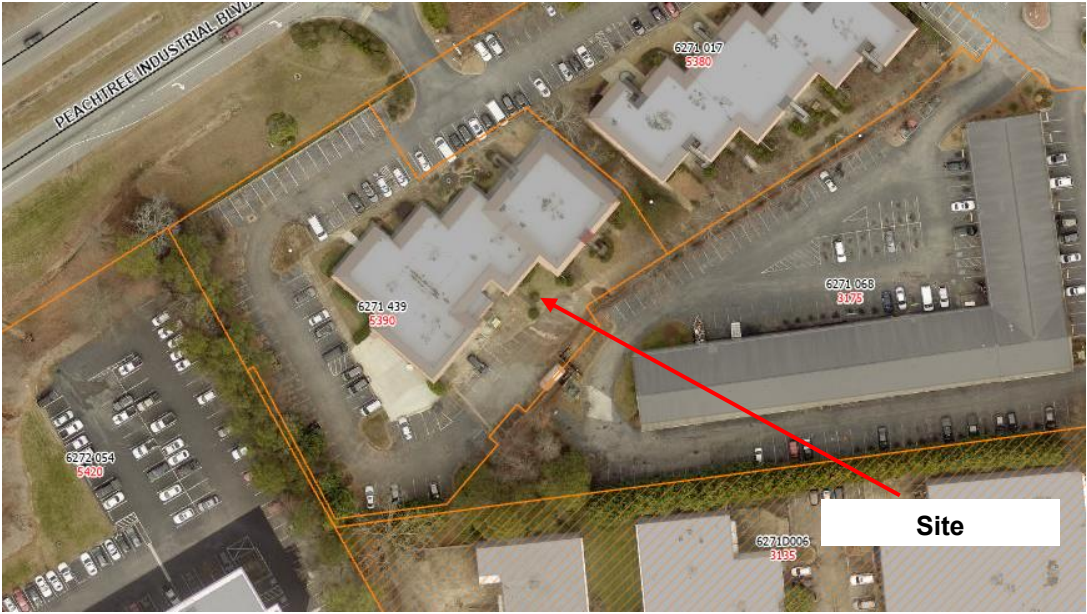
The applicant requests to receive a special use permit to operate an event facility on the first floor of an existing building at 5390 Peachtree Industrial Blvd in suites 120 and 130.

Timeline

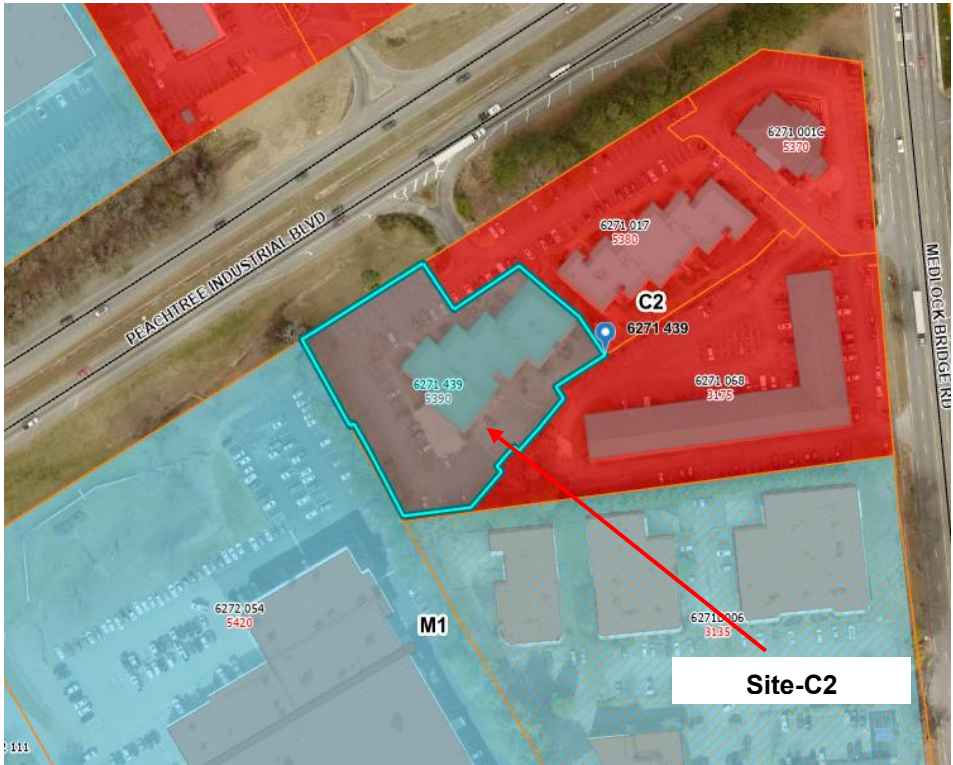
Under the UDO, Section 104-3.B, special use permit applications require the first review to be by the Planning and Zoning Board, followed by Mayor and Council's policy meeting and the Mayor and Council's regular meeting for final action. Below is the proposed schedule of dates.

Board	Meeting Type	Meeting	Meeting Time	Room
P&Z	Hearing	Wednesday, April 2, 2025	6:30 PM	Conference Room 2 nd Floor
M&C	Meeting	Monday, April 21, 2025	6:30 PM	Conference Room 2 nd Floor
M&C	Hearing	Monday, May 5, 2025	6:30 PM	Council Chambers 1 st Floor

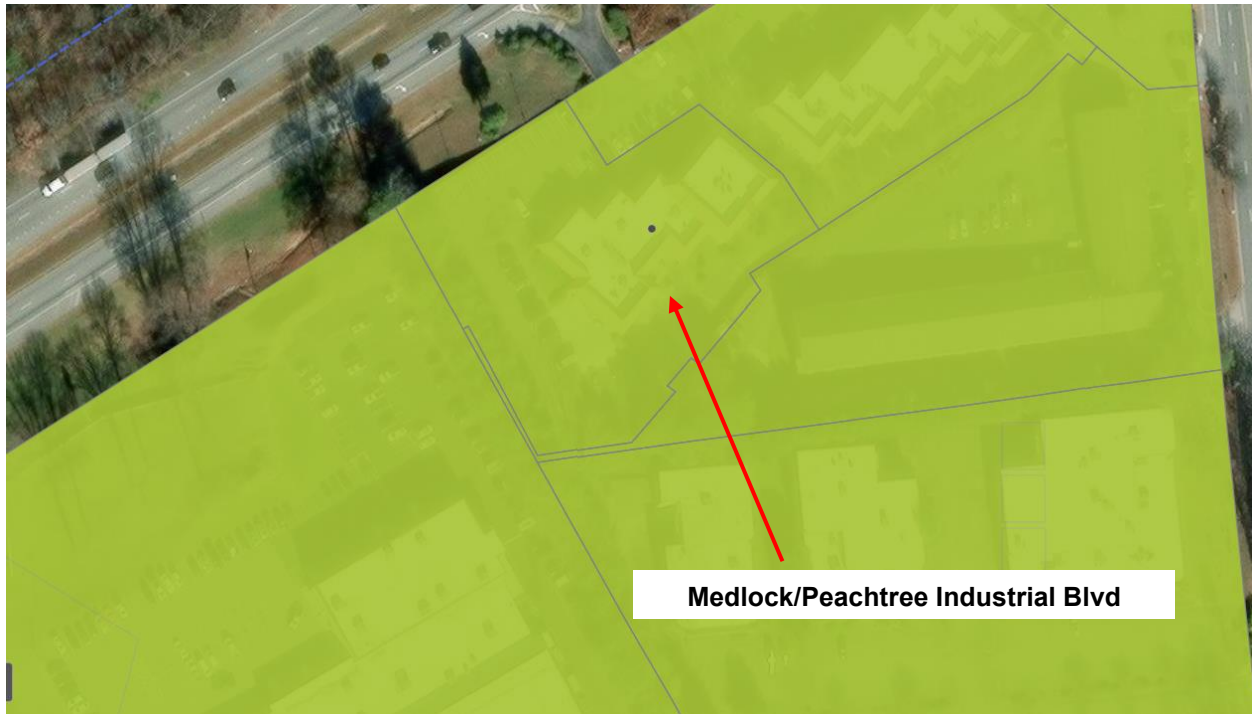
Aerial View



Zoning Map



Future Development Map



PROPERTY INFORMATION	
Property Location	5390 Peachtree Industrial Blvd
Acreage:	1.4-acres
Existing Zoning / Land Use	C-2 / General Business
Proposed Zoning / Land Use	C-2 General Business with a Special Use Permit for an Event Hall
Character Area	2-Medlock/Peachtree Industrial Blvd
Existing Lot Dimensions:	Frontage: Approximately 169.36' on Peachtree Industrial Blvd Depth: Approximately 242.97'
Existing Building Dimensions:	Approximately 15,829 SF of gross floor area (gfa)
Topography:	High Point: Southeast corner Low Point: Northwest corner
Elevation:	High Point: 1078 feet Low Point: 1060 feet
Encumbrances:	N/A

EXISTING ZONING AND LAND USE OF PROPERTIES WITHIN 500 FEET			
Location relative to subject property	Zoning/Land use	Address(es)	Land Area (acres) (approximate)
North	C2 General Business	5395 Peachtree Industrial Blvd	2.53 acres
East	C2 General Business	5380 Peachtree Industrial Blvd	1.32 acres
South	C2 General Business	3175 Medlock Bridge Rd	1.97 acres
West	M1 Light Industry	5420 Peachtree Industrial Blvd	9.55 acres

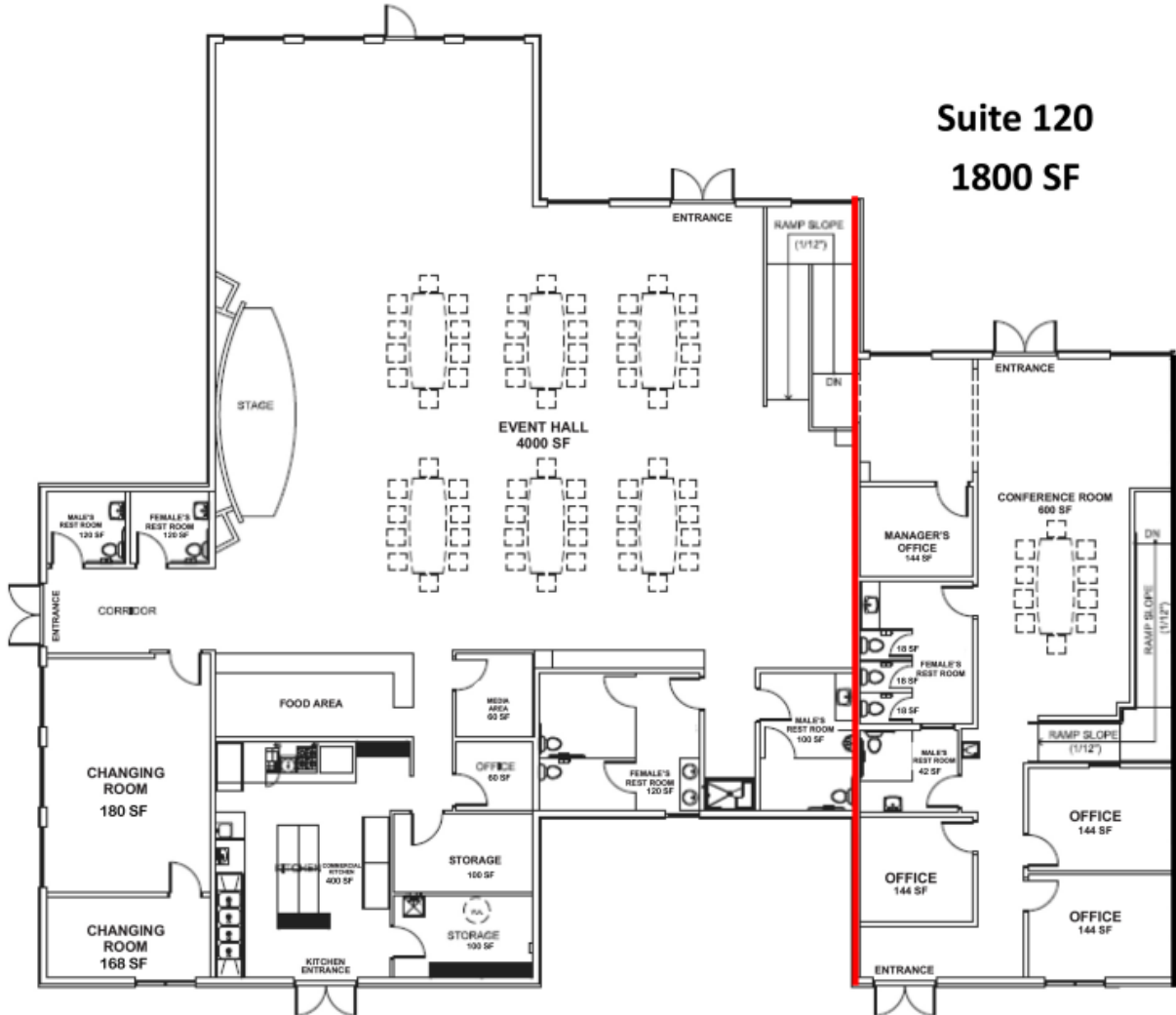
Applicant's Request

The applicant, Ade Omishore, seeks to utilize suites 120 and 130 within an existing office building located at 5390 Peachtree Industrial Blvd for a proposed 7,681 square foot event hall and associated offices on 1.39 acres. According to the summary of intent, Suite 120 will be dedicated to leasing of space and offices to businesses and entrepreneurs. Suite 130 will be dedicated to conferences, private catered events such as dinners, anniversaries, seminars, group instruction, and Norcross community events. According to the proposed floor plan, Suite 120 (1,800 square feet) consists of four (4) offices and a conference room that will be available for weekday rentals from 8AM to 6PM. Suite 130 (5,881 square feet) consists of a 4,000 square foot event hall supplemented by two (2) changing rooms, a commercial kitchen, office, and storage. Suite 130 proposed hours of operation are 8AM to 1AM for weekend rentals, and 8AM to 6PM for weekday rentals. Suite 130 will be supervised by a contracted private security company. The subject property has a total of 86 parking spaces, 65 of which are allocated to both suites 120 and 130 and their respective uses. According to UDO section 203-9, the minimum parking spaces required for both suites and their respective uses would be 45 total parking spaces. The application does not specify how many will be in attendance for the proposed events. Final occupancy loads will need to comply with the Gwinnett County Fire Marshal.

Proposed Floor Plan

Suite 130

5881 SF



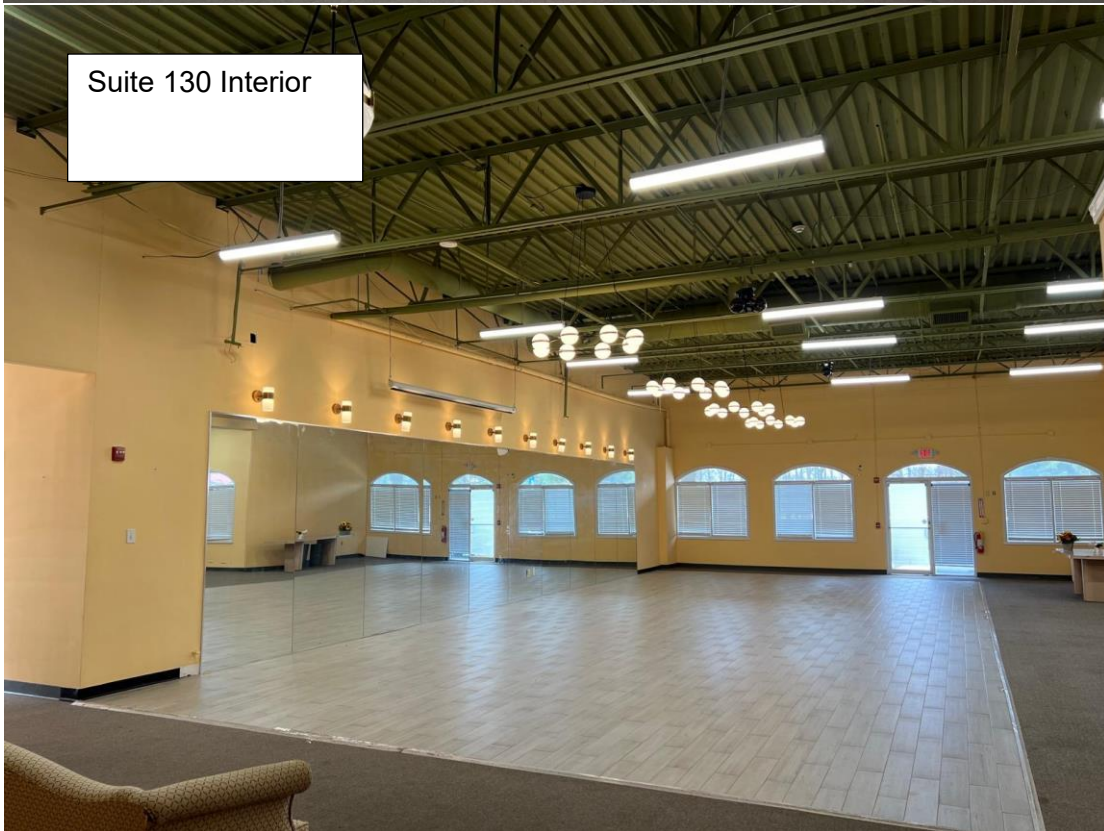
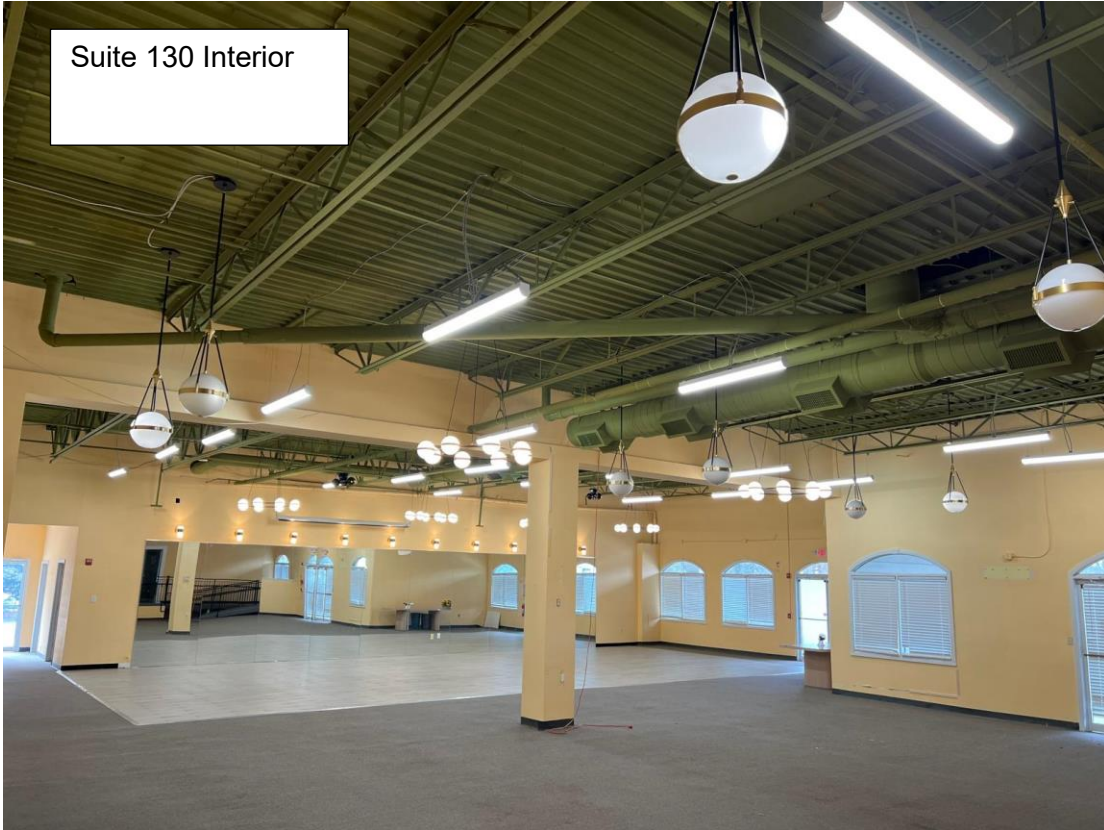




Suite 120 Interior



Suite 120 Interior





The subject property is Zoned C-2, General Business and includes office and personal service uses. To the east is a C-2 property that is also a part of the Medlock Place office complex. Adjacent to the subject property is NAPA Auto Parts to the west and it is zoned M1-Light Industry. To the south is Allround Suites and it is zoned C-2. To the north directly across the street is Motel 6 and it is zoned C-2.

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

Packet Pg. 37

2045 Comprehensive Plan Analysis

The 2045 Comprehensive Plan, the “Comp Plan”, is a document that reflects the wishes of the community as acknowledged and adopted by the Mayor and Council. The Comp Plan contains four sections to determine the appropriateness of a zoning action. Those sections are: 1) Table 2.1 a matrix that depicts land uses by character area, 2) specific visions for each of the twelve-character areas, 3) the overarching policy goals for the city, and 4) Land Use Definitions. The subject parcel falls within Character Area 2, Medlock/Peachtree Industrial Blvd.

A. Land Uses by Character Area

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

Character Area 2, Medlock/Peachtree Industrial Blvd.
Medium Density Residential
Skilled Nursing Facilities (no rehab)
Neighborhood level commercial, studio or office (<5000 sf)
Community level commercial or office (< 50,000 sf)
Regional level commercial or office (>50,000 sf)
Entertainment related commercial
Mixed-use (vertical)
Light industrial and warehousing
Places of assembly
Transportation, Communication, Utilities
Parks and Recreation

B. Policy Goals

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

- *Policy 1-2: Redevelop and enhance existing commercial and industrial areas.*
- *Policy 2-5: Provide pleasant, accessible public gathering places.*
- *Policy 4-9: Support local entrepreneurs in building future ready businesses.*
- *Policy 6-15: Continue to support local arts and cultural events through the provision of facilities, logistics, and marketing efforts.*

C. Character Area Vision

The Medlock/Peachtree Industrial Blvd. Character Area contains several points that support the vision of area of which the following applies:

- *Encourage location of small businesses and incubators, light industry and offices*

D. Land Use Definition

Places of assembly – meeting place at which the public or membership groups are assembled regularly, including but not limited to schools, places of worship, theatres, auditoriums, funeral homes and stadiums.

Standards Governing the Exercise of Zoning Power

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

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

Staff is of the opinion that the request to approve a special use permit for an event hall is consistent and suitable in view of the use and development of the adjacent and nearby properties. The area surrounding the subject parcel is developed with light industrial and commercial uses that are aligned with the proposed event hall use.

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

The proposed project for an event center and associated office space is not anticipated to have any adverse effects on existing uses or usability of nearby properties. The site would have to meet parking standards and all required licensing standards in addition to occupancy limits as determined by the Gwinnett County Fire Marshal. Hours of operation should be restricted to 12 A.M. or a Planning and Zoning board recommended action.

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

The subject property has reasonable economic use as currently zoned, and some suites are occupied, however several of the suites in the building are vacant. The property owner could rent the available space to tenants similar to those who already occupy other spaces on site.

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

Staff does not foresee any excessive or burdensome use of existing streets, transportation, utilities, and schools.

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

The subject site is located within the Medlock/Peachtree Industrial Blvd. Character Area, which suggests a vision for the area of a *mix of professional and institutional uses*. Both the vision and land use policies support small businesses locating in the character area and in particular community facilities enhancing this area, therefore, the application meets the intent of the Comprehensive Plan.

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

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

7) Whether the policies and objectives of the comprehensive plan, particularly in

relationship to the proposed site and surrounding area align and support the proposal.

The policies and objectives of the comprehensive plan, in relationship to the proposed site and surrounding area, aligns and supports the applicant's request. The site is located more than 1,000 feet from any other event facility in the area and surrounding uses are primarily those that close in the early evening. The Comfort Inn and Suites at 5200 Peachtree Industrial Blvd (located in Peachtree Corners) has an approximately 600-square-foot event space for meetings which provides seating for up to 67 people, but it is not the hotel's primary use. Atlanta Marriot Peachtree Corners at 475 Technology Parkway has nine (9) event rooms and a total of 4,894 square feet of event space with their largest space having a capacity of 300. The Comprehensive Plan outlines the vision for this area as one that includes a mix of professional uses specifically calling out community facilities as an appropriate land use. This application supports that vision.

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

The proposed use should not have any adverse impact on the surrounding area. Storm drainage is already addressed as the site is already developed. Adjacent businesses in the complex generally will be closed when the event hall use is in operation.

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

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

Conclusion

The submitted application meets the comprehensive plan expectations as noted by the previously mentioned appropriate land uses, policy goals, and vision in Section C; the proposed development appears to meet the presented policy goals in Section B and it meets the public assembly definition in Section D.

Recommendation

Staff recommends **approval** of the special use permit for an event center at this location subject to the following condition:

1. Hours of operation to be limited to 8:00 AM to 12:00 AM (midnight) for event hall.

The applicant is reminded that a special use permit can be considered for revocation, after public notice and a public hearing by the Mayor and Council, should it be determined that there are violations of any Norcross Ordinances with respect to the operations of the business.



SPECIAL USE PERMIT APPLICATION

PROPERTY OWNER'S INFORMATION

Owner's Name: M&T Capital, LLC
 Owner's Address: 1378 Brannan Road
 City: McDonough State: GA Zip Code: 30253
 Phone: _____ Cell Phone: 404-372-5650 Email: daixinzz1030@gmail.com

APPLICANT'S CONTACT INFORMATION

Applicant's Name: Adetokunboh Omishore
 Applicant's Address: 500 Sugar Praire Bend
 City: Lawrenceville State: Ga Zip Code: 30045
 Phone: _____ Cell Phone: 240.603.8598 Email: Riteevents24@gmail.com

PROPERTY LOCATION

Tax Parcel Number(s): R6271 439 Size in Acres: 1.39
 Address(es): 5390 Peachtree Industrial Blvd, Norcross, Ga 30071
 Number of existing structures: 1 Number of parking space 65

PROPOSED USE

Current Zoning: C2 Requested Zoning: Special Use Permit
 Date of Pre-Application Mtg: 2/11/202
 Is the request in conformity with the Current Land Use Plan? ☒ Yes ☐ No
 Land Use Plan Designation Medlock/Peachtree Industrial Blvd. Character Area

Attachment: SUP2025-001 - Application (25-7279 : SUP2025-001 5390 Peachtree Industrial Blvd)

Proposed Use:

I, Adetokunboh Omishore, am proposing the utilization of Suites 120 and 130 at 5390 Peachtree Industrial Blvd, Norcross, GA 30071. This 7,681 sq. ft. facility is envisioned as a multipurpose venue suitable for both private and business events, as well as co-working spaces. The venue aims to offer affordable rental space for entrepreneurs to host conferences, workshops, meetings, book signings and content creation, etc. Additionally, the center will provide in-house rentals of various popular event items such as Picture stands, Photo backdrops, red carpets/ropes, etc. It will also offer rentals/design of custom banners, signage, and publications, thereby facilitating a one-stop hosting of affordable and professional events.

In Suite 120 (1800 SF), two offices will be dedicated to co-working offices, available for weekday rentals from 8AM to 6PM, for business people and individuals in fields like fashion, technology, Photography, content creation and podcasting.

Suite 130 (5881 SF), the larger space, will be primarily available for weekend rentals from 8AM to 1AM, supervised by a contracted Private uniformed Security Company, throughout the entire event, and weekday rentals from 8AM to 6PM. It will host conferences, private catered events such as dinners and anniversaries, seminars, and dance classes, as well as local Norcross community events.

The venue is situated in an area characterized by a mix of Professional and institutional uses, a dense area of mid-scale retail and offices with medium-density residential areas, currently developed as a two-story building on 1.39 acres with 65 parking spaces. The facility's operations will be in line with the general business development pattern of the area, places of assembly, serving general businesses and hosting private events by reservation in the large gathering space (Suit 130).

This project is expected to bring significant benefits to the City of Norcross without adversely affecting the existing uses or usability of nearby properties. The site complies with all parking standards, licensing requirements, and occupancy limits as determined by the Gwinnett County Fire Marshal, ensuring a positive impact and added value to the local community.

ITEMS THAT MUST ACCOMPANY APPLICATION

- A. **Owner's Signature or Affidavit** - If the owner and applicant are not the same, the owner must sign the application or complete the attached affidavit.
- B. **Plat/Survey** – Submit one (1) full size, one (1) 11 x 17 and one (1) digital copy of a plat in JPG or PDF format, drawn by an engineer or land surveyor, describing in detail the tract, parcel or lot of land proposed to be rezoned. The plat must include the following information:
 1. A current boundary survey and plot plan, dimensioned and to scale, prepared by a registered surveyor, architect or engineer showing the seal of such surveyor, architect, or engineer.
 2. This survey shall be a plat of the land in question, or a description by metes and bounds, bearings and distances of the land, or if the boundaries conform to the lot boundaries within a subdivision for which a plat is recorded in the land records of the City of Norcross, then, the lot, block, and subdivision designations with appropriate plat reference.
 3. A description of existing land uses on adjacent and surrounding property.
- C. **Concept Plan** – Submit one (1) full size copy, one (1) 11x17 copy and one (1) digital copy in JPG or PDF format of a concept plan, including but not limited to all items listed on the attached checklist for such plan.
- D. **Impact Analysis** –
 1. If the zoning change has been initiated by an owner or their representative, the application must be accompanied by a written, documented analysis of the proposed zoning change with regard to each of the standards governing consideration attached to this application.
 2. A traffic study, a hydrology study and other studies of the impact of the proposed development prepared by a duly licensed engineer may be required by the Community Development Department, Planning & Zoning Board or the Mayor & City Council as deemed necessary for adequate consideration and a fully-informed decision on the proposed request. The studies shall be prepared under the direction of the City at the applicant's expense. A traffic study will be required for all DCD zonings 5 acres and greater.
- E. **Warranty Deed** – A copy of the recorded warranty deed to the property must accompany each application. The owner on the deed must be the same as the owner listed on the application.
- F. **Proof of Taxes Paid** – Proof that all ad valorem taxes due on the property have been paid must accompany each application.
- G. **Certificate Concerning Campaign Contributions** – The applicant must complete the certificate concerning campaign contributions and submit with each application.
- H. **Fees** – See attached fee schedule. Fees are non-refundable.
- I. **Development of Regional Impact** – If your application meets the Atlanta Regional Commission's (ARC) alternative rules for a Development of Regional Impact, additional review will be required by ARC and the State. More information can be found here, <https://atlantaregional.org/community-development/comprehensive-planning/developments-of-regional-impact/>
- J. **Conditional Rezoning** – An applicant may apply for conditional zoning and so state on the application. The conditional zoning applications may be based on written conditions contained within the relevant section of the application only or it may be based on the narrative AND a site plan.

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

I.a.c

- K. Any other information required by the Community Development Department or any other City departments which is deemed necessary or desirable in processing the application which is related to the present or proposed use of the property.

A. Omishore

2/13/2025

Signature of Applicant

Date

CITY USE ONLY. DO NOT WRITE BELOW

Date received: _____ Receipt Number: _____ Application Number: _____

Fee Paid: _____

Notes: _____

DEADLINE AND HEARING SCHEDULE

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

(THE PROPERTY OWNER OR APPLICANT'S ATTENDANCE AT ALL MEETINGS IS REQUIRED)

Attachment: SUP2025-001 - Application (25-7279 : SUP2025-001 5390 Peachtree Industrial Blvd)

Concept Plan Checklist

1. An application shall be accompanied by a concept plan if any new construction or alteration of the site is proposed.
2. A concept plan may be prepared by a professional engineer, a registered land surveyor, a landscape architect, a land planner or any other person familiar with land development.
3. The concept plan shall be drawn on a boundary survey of the property. The boundary survey shall have been prepared by a Georgia registered land surveyor and meet the requirements of the State of Georgia for such a map or plat under O.C.G.A. 15-6-67(b).

The concept plan shall show the following:

1. Zoning district classification of the subject property and all adjacent properties, and zoning district boundaries if they cross the property.
2. Man-made features within and adjacent to the property, including existing and future right-of way of streets, pavement width and street names; political boundary lines; and other significant information such as location of bridges, utility lines, existing buildings to remain, and other features as appropriate to the nature of the request.
3. Natural features, such as the 100-year flood plain, and protected wetlands and stream buffers required under the Buffers, Landscaping and Tree Conservation Article of this Ordinance.
4. Proposed use of the property.

The proposed project layout including:

1. For residential subdivisions, and office or industrial parks, approximate lot lines and street right-of-way lines, along with the front building setback line on each lot.
2. For multi-family and nonresidential development projects, the approximate outline and location of all buildings, and the location of all minimum building setback lines, outdoor storage areas, dumpsters, zoning buffers, parking areas, loading stations, zoning buffers, stormwater detention facilities, and driveways, entrances and exits.
3. Name and address of the property owner.
4. Name, address, and telephone number of the applicant (if different than the owner).
5. Date of concept plan drawing, and revision dates, as appropriate.
6. Location (Land District and Land Lot) and size of the property in acres (or in square feet if less than an acre).
7. Location sketch of the property in relation to the surrounding area with regard to well-known landmarks such as arterial streets or railroads. Sketches may be drawn in freehand and at a scale sufficient to show clearly the information required, but not less than 1 inch equal to 2,000 feet. US. Geological Survey maps may be used as a reference guide for the location concept.
8. A statement as to the source of domestic water supply.
9. A statement as to the provision for sanitary sewage disposal.
10. The approximate location of proposed storm water detention facilities.
11. Such additional information as may be useful to permit an understanding of the proposed use and development of the property.

Criteria and Standards for Considering a Special Use Permit

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

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

The request approval for a special use permit for an event center is consistent and suitable in view of the use and development of adjacent and nearby properties. The area in general is developed in a general business development pattern from retail to office spaces and medium density residential. The use of the facility will be by general businesses in the business space and reservation only for private events in the larger gathering space, which is in keeping with the general development pattern for the area.

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

This proposed project for an event hall/office space is expected to bring significant benefits to the City of Norcross without adversely affecting the existing uses or usability of nearby properties. The site complies with all parking standards, licensing requirements, and occupancy limits as determined by the Gwinnett County Fire Marshal, ensuring a positive impact and added value to the local community.

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

The subject property has reasonable economic use as zoned and occupied currently. The applicant could rent the available office space to tenants like those who already occupy other spaces on site.

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

The applicant does not foresee any excessive or burdensome use of existing streets, transportation, utilities and schools.

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

The Subject site is located within the Medlock/Peachtree Industrial Blvd Character Area, which is intended as a mix of professional and institutional uses that has convenient access to I-85, is supportive of a major transit hub and celebrates the cultural diversity of the area.

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

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

- 7) Whether the policies and objectives of the Comprehensive Plan, particularly in relationship to the proposed site and surrounding area align and support the proposal;

The policies and objectives of the comprehensive plan, in relationship to the proposed site and surrounding area, aligns and supports the applicant's request. The site is located more than 500sf from any other event facility in the area. In addition, evening hours will be required, there will be contracted uniformed security company throughout the entire event to provide an extra level of Safety for Patrons. The location of the event center is proposed for the front building closest to Peachtree Industrial Blvd.

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

The proposed use has two existing commercial grade driveways that serve the subject site to facilitate the traffic into and out of the site, storm drainage is already addressed as the site is already developed. There are no staff concerns for land values or compatibility of land use activities relative to the proposed use of the site.

CONFLICT OF INTEREST CERTIFICATION FOR REZONINGS

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

A. Omishore

2/13/2025

SIGNATURE OF APPLICANT

DATE

Adetokunboh Omishore

TYPE OR PRINT NAME AND TITLE

SIGNATURE OF APPLICANT’S
REPRESENTATIVE

DATE

TYPE OR PRINT NAME AND TITLE ATTORNEY OR

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

NO

(YES or NO)

Adetokunboh Omishore

YOUR NAME

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

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

Attach additional sheets if necessary to disclose or describe all contribution

Attachment: SUP2025-001 - Application (25-7279 : SUP2025-001 5390 Peachtree Industrial Blvd)



Ownership Affidavit & Designation of Agent

I. Ownership.

I, _____, hereby attest to ownership of the property described below:

Parcel I.D. Number(s) _____

Location address: _____

for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of: _____

Please complete the appropriate section below:

NOTE: The person signing under section IV Acknowledgement, must be listed below as an officer or partner.

☐ Individual

☐ Corporation/Limited Liability Company (LLC)

☐ Partnership

☐ Government Entity

Provide Names of Officers/Members:

Provide Names of General Partners:

Secretary of State Registration Number: _____

Name/Address of Registered Agent: _____

II. Designation of Owner's Agent. (Leave blank if not applicable)

As the owner of the above designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named below to represent me, or my company, I attest that the application is made in good faith and that any information contained in the application is accurate and complete to the best of my knowledge and belief. (Note: Prior to the issuance of a building permit, the owner's agent must be the contractor listed on the permit application.)

Owner's Agent: _____

Address: _____

Contact Person: _____ Telephone No.: _____

III. Notice to Owner.

- A. All changes in Ownership & Applicant's Agent prior to issuance shall require new affidavit. If ownership changes the new owner assumes the obligations and the original applicant is released from responsibility for actions taken by others after the change in ownership.
- B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below. (i.e., Limited to obtaining a certificate of concurrency for the parcel; limited to obtaining a land use compliance certificate; etc.)

IV. Acknowledgement.

• Individual

Signature

Print Name: _____
Address: _____
Phone #: _____

• Government Entity

Print Government Name

By: _____
Signature

Print Name: _____
Title: _____
Department: _____

• Corporation/LLC

Print Corporation/LLC Name

By: _____
Signature

Print Name: _____
Its: _____
Address: _____
Phone #: _____

• Partnership

Print Partnership Name

By: _____
Signature

Print Name: _____
Its: _____
Address: _____
Phone #: _____

NOTARY INFORMATION (Please use appropriate block.)

STATE OF GEORGIA
COUNTY OF _____

• Individual

Before me, this _____ day of _____, 20____, personally appeared _____ who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Government Entity

Before me, this _____ day of _____, 20____, personally appeared _____ as _____ and on behalf of _____, who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Corporation/LLC

Before me, this _____ day of _____, 20____, personally appeared _____ of _____ a _____ corporation/LLC, on behalf of the corporation/LLC, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

• Partnership

Before me, this _____ day of _____, 20____, Of _____, personally appeared _____, partner/agent on behalf of _____, a partnership, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

NOTARY STAMP:

Signature of Notary

My commission expires: _____

Print Notary Name

Identification Method: _____ Personally known.
_____ Produced I.D. – Type: _____

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



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

City of Norcross

Legislation Details (With Details)

File #:	25-7313	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 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 an appointment to the Discovery Garden Park Board.



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

City of Norcross

Legislation Details (With Details)

File #:	25-7287	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	Private/Public Road ROW Configuration at 551 Sunset Drive		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Private/Public Road ROW Configuration at 551 Sunset Drive](#)
2. [Preliminary Plat Application](#)
3. [Preliminary Plat Map Site Plan](#)
4. [Preliminary Plat Map with Alternative Setbacks](#)
5. [Preliminary Plat Letter of Intent Narrative](#)

Title

Private/Public Road ROW Configuration at 551 Sunset Drive

Drafter

Deborah Rogoff-Era

Motion

A motion to Approve/Deny a request to consider a Private Road Right-of-Way Configuration at 551 Sunset Drive to Serve the 4-Lot Single Family Development - with Intent for Dedication to the City as a Public Road.



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

AGENDA REPORT

To: Mayor and Council

From: Deborah Rogoff-Ezra, Community Development Director

Meeting Date: May 5, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7287

Title: Request to Consider a Private Road Right-of-Way Configuration at 551 Sunset Drive to Serve the 4-Lot Single Family Development – with Intent for Dedication to the City as a Public Road

CC: Eric Johnson, City Manager

Recommendation

Approve the Request to Consider a Private Road Right-of-Way Configuration at 551 Sunset Drive to Serve the 4-Lot Single Family Development – with Intent for Dedication to the City as a Public Road

It is the Community Development Department's opinion that the applicant's request for acceptance of an internal roadway with a 40-foot right of way, to be dedicated to the City as a public road and built to the City's roadway requirements for asphalt surface, as proposed on the Preliminary Plat to be dedicated to the City as a public road will not impact other parcels in the vicinity of this project. Granting the applicant the proposed right-of-way configuration as a private road which will then be dedicated to the City will avoid any future maintenance obligation from the four future homeowners towards this road. The recommended 40-foot right of way maintains compatibility with driveway alignments within the surrounding Sunset Hills neighborhood. As well, it provides consistency with the existing right of way dimensions of Sunset Drive, from which the subdivision gains access and connectivity to the City's circulation network, which is also a 20-foot paved surface width with 2-feet of rolled curb and gutter and no sidewalk on that side of Sunset Drive.

Background

The applicant Darron Kuzman with Roma Fine Homes, LLC is requesting that the proposed road providing access to the 4-lot single-family residential development in the R100 zoning district located at 551 Sunset Drive, be accepted as shown on the Preliminary Plat development plan with a 40-foot private road right-of-way configuration, with intent to dedicate the roadway as a public road to the City.

The applicant has submitted an application for a Preliminary Plat based on a previously considered which provides access from Sunset Drive to two rear lots via a private road terminating in a hammerhead. As currently in effect, portions of the Gwinnett County Uniform Development Ordinance, as described in Title 3, Development and Permitting, or as amended, have been adopted as a general ordinance of the city to the extent that the development regulations are not inconsistent with the UDO or city local amendments under Section 401-2(6) Chapter 900-Infrastructure, Streets, Sidewalks, Multi-Use Paths, Greenways and Chapter 360-Development Design Standards.

The Community Development Director is tasked with the approval of the Preliminary Plat application. However, per the UDO, Chapter 4, Article I. LAND DEVELOPMENT STANDARDS, Division 1., Sec. 401-2. – Local Amendments, (3) Section 360-70.1(D), which is referencing City of Norcross amendments to the Gwinnett County Unified Development Ordinance,

“The creation of private street must be heard and approved by Council at a public meeting. The Council shall consider whether the creation of a private street is in the best interest of the citizens of the city, the impact to interconnectivity within the city road network, and the creation of future maintenance issues. Should the Council approve the use of a private street, the street and privately-owned utility area shall be constructed to the roadway construction standards of the City of Norcross, as contained herein. All private streets shall be owned in common by a homeowners association within a development and shall be recorded as a common area parcel. All private streets shall have a street sign stating, "Private Street" or "Private Road" installed in a prominent location prior to the recording of a final plat.”

In March 2025, members of the Council expressed that they will no longer accept private roads within the city. A moratorium on private roads was initiated until the City staff completes the process to amend the UDO to establish City specific street right of way and associated circulation standards. City staff are presently working on these individualized standards. As a result of the re-write and future adoption of any code changes, staff anticipates that a wider range of options for road design specifications will be suggested as it relates to new roads. Road right of way models appropriate for small residential subdivisions are being researched and analyzed for potential incorporation into the UDO jurisdictional specific text amendment. This will eventually disassociate the adoption by reference of Chapter 900 of the Gwinnett County Uniform Development Ordinance (GCUDO). Until the Mayor and City Council have approved the text amendment to the UDO, the provisions of the GCUDO, as amended remain in force. Currently, according to the GCUDO, the minimum required right of way for a public road is 50-feet, although there is reference to administrative approval of modified right of way configurations, there are not direct correlations between the County's and the City of Norcross' zoning designations where administrative modifications are applicable.

To meet the Council's preference for a public road, the applicant has modified the original private drive design to increase the width of the road. The preliminary plat now proposes an asphalt road surrounded by roll curbing in lieu of a concrete private drive. The roadway design includes a 20-foot paved drive surface with a 2-foot curb and gutter on each side for 24-feet of paved surface. The use of roll curbing is consistent with the remainder of Sunset Drive. An additional 8-foot easement for infrastructure is provided on each side of the paved surface for a total 40-foot roadway right-of-way. The hammerhead provides the design mechanism for the lots to meet the R100 frontage requirements, whereby the rear two lots each front a straight section of hammerhead that is greater than 50 feet wide. The creation of the four lots is in conformance with the R100 density, lot size and dimension standards (See attached Site Plan); and does not produce flag lots.

For comparison, the public 50-foot right of way includes a 23-foot paved surface with a 2-foot curb and gutter on each side for 27-feet of paved surface, and 11.5-feet of easement for utilities placement, sidewalks and a 2-foot landscape strip between the curb and sidewalk. Within the Sunset Drive neighborhood, the need for an 11.5-foot easement with a sidewalk on both sides of the street, separated from the curb by a landscape strip to provide access to four residential lots, may not be considered harmonious with the streetscape on that side of Sunset Drive. Under the current Gwinnett County local public road standard, this residential road access would have a wider paved area than the local road it derives access from. Ensuring consistency of roadway layout within the Sunset Hills neighborhood supports the quality neighborhood character.

Although the applicant has stated the intent to dedicate the internal roadway to the City to maintain as a public road, the configuration and dimensions of the proposed roadway more closely align to those of a private drive. The intent was to optimize the siting of the residential product on the individual lots and ensure that the two lots with frontage on Sunset Drive meet site width requirements and the proportion of the internal roadway would maintain consistency with the driveway alignments of surrounding properties along Sunset Drive.

Proposed setbacks on the forward lots take into account the ability to park a large passenger vehicle in the driveways without obstructing the road while accommodating upmarket housing products facing Sunset Drive.

The above requirement is the step that had been omitted from the earlier plat approval process. To comply with the UDO subdivision procedure, the applicant has submitted a Preliminary Plat application. Topics at recent Mayor and Council policy workshops have included discussions indicating a preference for public roadways within residential subdivisions. At this point, the Mayor and Council must determine whether to:

1. Accept the 40-foot right of way internal access private road as originally proposed per Chapter 4, Article I. LAND DEVELOPMENT STANDARDS, Division 1., Sec. 401-2.
2. Accept the 40-foot right of way internal access private road with a 20-foot drive lane, 2-feet of rolled curb and gutter on both sides, and 8-feet of easement on both sides as originally proposed with dedication to the City of the access route as a public road. This future dedication of the 40-foot right of way likely will be consistent with a modified residential lane configuration that will be incorporated into the roadway design specifications recommended in the text amendment currently underway.
3. Require dedication of a 50-foot public road right-of-way meeting the current GCUDO standards with a 23-foot drive lane, 2-feet of curb and gutter on both sides, and 11.5-feet of easement on each side, with or without sidewalks.

Financial Impact

The City will hold the responsibility for road maintenance of this 230.5 lineal feet of roadway.

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

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment

Attachments

Preliminary Plat Application

Preliminary Plat Map Site Plan

Preliminary Plat Map with Alternative Setbacks

Preliminary Plat Letter of Intent Narrative

Update

The recommendation of the Community Development Department to approve the request for a 40-foot private road right-of-way configuration at 551 Sunset Drive to serve the 4-Lot single family development – with intent for dedication to the City as a public road was presented and discussed at the Workshop held on April 21, 2025.

The City Council has indicated a preference for requiring the proposed subdivision access be constructed per the Gwinnett County UDO roadway standards currently adopted, with 50-feet of right of way, a minimum 23-feet of paved travel lanes, 2-feet of curb and gutter on both sides, and 11.5-feet of easement on both sides of the road



LDP approved 1/21/2025
 UTP approved 1/22/2025
 DEM approved 12/05/2024
 MSP approved 2/19/2024

APPLICATION FOR LAND DISTURBANCE AND DEVELOPMENT PERMIT

65 Lawrenceville Street, Norcross, Georgia 30071

Telephone: 678-421-2027

DEVELOPMENT NUMBER (CNO):

(TO BE ASSIGNED BY CITY OF NORCROSS)

THIS APPLICATION IS FOR ONE OF THE FOLLOWING REVIEWS

RESIDENTIAL DEVELOPMENT PLAN REVIEW:

☐ Concept Plan

☒ Preliminary Plat

☐ Final Plat

☐ Exemption Plat

☐ Amendments

COMMERCIAL DEVELOPMENT PLAN REVIEW:

☐ Concept Plan ☐ Preliminary Plat (Land sub-division only) ☐ Preliminary Plat (w/ construction documents)

☐ Final Plat Plan Review ☐ Site Development Review ☐ Amendments

PROJECT INFORMATION

Date of pre-application meeting: Jan 2024

Project Name: 551 SUNSET DR LDP

Project Description: LDP FOR INSTALLATION OF SEWER @ 551 SUNSET DR.

Address or Location: 551 SUNSET DR, NORCROSS GA 30071

District: 6 Land Lot(s): ~~6254~~ 254 Parcel(s): 085, 626, 627, 628

Total Acres: 3.26 Total Disturbed Acres: 0.98 Floodplain Acres: N/A

Zoning: R-100 Rezoning/SUP Case No. (s): N/A

This application will result in the following type of land disturbance activities: (Select only one of the following)

☐ Not applicable

☐ Clearing only

☒ Clearing and grubbing only

☒ Grading only

(NOTE: please see the required attachments on appendix B)

UTILITIES:

Water & Sewer Services:

Will this project: ☐ tie into existing services or ☒ will require new lines be installed.

Will this project use: ☒ County, ☐ City, or ☐ Private water and sewer services.

Select the diameter of the water and sewer tap? ☒ .75" ☐ 1" ☐ 1.5" ☐ 2" ☐ 3" ☐ 4" ☐ 6" ☒ 8"

(PLEASE NOTE: 1) All private sewer service applications must include a City of Norcross Denial of Services Statement from the Mayor and Council and Gwinnett County Health Department approval, 2) City water and sewer utilities must be designed using the Gwinnett County Water and Sewer Standards)

Electric Service:

Will this project use electrical service provided by: ☒ the City or ☐ another company. If using another company, please list: _____.

RESIDENTIAL PROJECTS:

Number of units: NA Number of buildings: NA Street Standards: ☐ Private ☐ City ☐ County NA

Percentage of tree canopy coverage: Current: _____ Future: _____

Will this development have a home owner's association? (☐ Yes ☒ No)

If yes, are the proposed covenants attached at time of initial submittal? (☐ Yes ☐ No)

Please contact City Hall at 770-448-2122 for all dumpster services.



APPLICATION FOR LAND DISTURBANCE AND DEVELOPMENT PERMIT

65 Lawrenceville Street, Norcross, Georgia 30071

Telephone: 678-421-2027

COMMERCIAL PROJECTS:

Number of buildings: _____ Total Number of Levels: _____ Gross Square Footage: _____

Total Number of Parking Spaces: _____

Will this project require a compact car parking administrative variance? (☐ Yes ☐ No)

If yes, what percentage and exact number of parking will be compact car parking? _____

Percentage of tree canopy coverage Current: _____ Future: _____

DEVELOPER INFORMATION

Company Name of Developer: ROMA FINE HOMES

Contact Person's Name: DARRON KUSMAN

Address: 1915 AIRPORT RD, STE 25 CHAMBLEE GA 30341

Phone: 404-419-7556 Fax: _____ Email: darron@roma-ventures.com

Developer's Signature: [Signature] Date signed: 12/1/24

Developer's Printed Name: DARRON KUSMAN

PROPERTY OWNER INFORMATION

(Please complete either the current or proposed owner, if any, information)

Property Owner's (Company) Name: NSP6, LLC

Address: 47 PERIMETER CENTER EAST, STE 530 ATLANTA GA 30346

Phone: (404) 5194282 Fax: _____ Email: NSP6.GA@gmail.com

Signature: [Signature] Date Signed: 12/02/2024

Printed Name: DANIL KASAKOVA, SECRETARY

PROJECT DESIGNER INFORMATION

Company Name of Designer: GER

Contact Person's Name: GILBERT QUINONES, PE, PLS, CFM

Address: 1093 HANNAH LN, JOHNS CREEK GA 30097

Phone: 678-776-9489 Fax: _____ Email: gilbertgeorgia@yahoo.com

Designer's Signature: [Signature] Date Signed: _____

Designer's Printed Name: GILBERT E. QUINONES P.E., P.L.S., CFM

Designer's State of Georgia ID#: 11745 (PE)

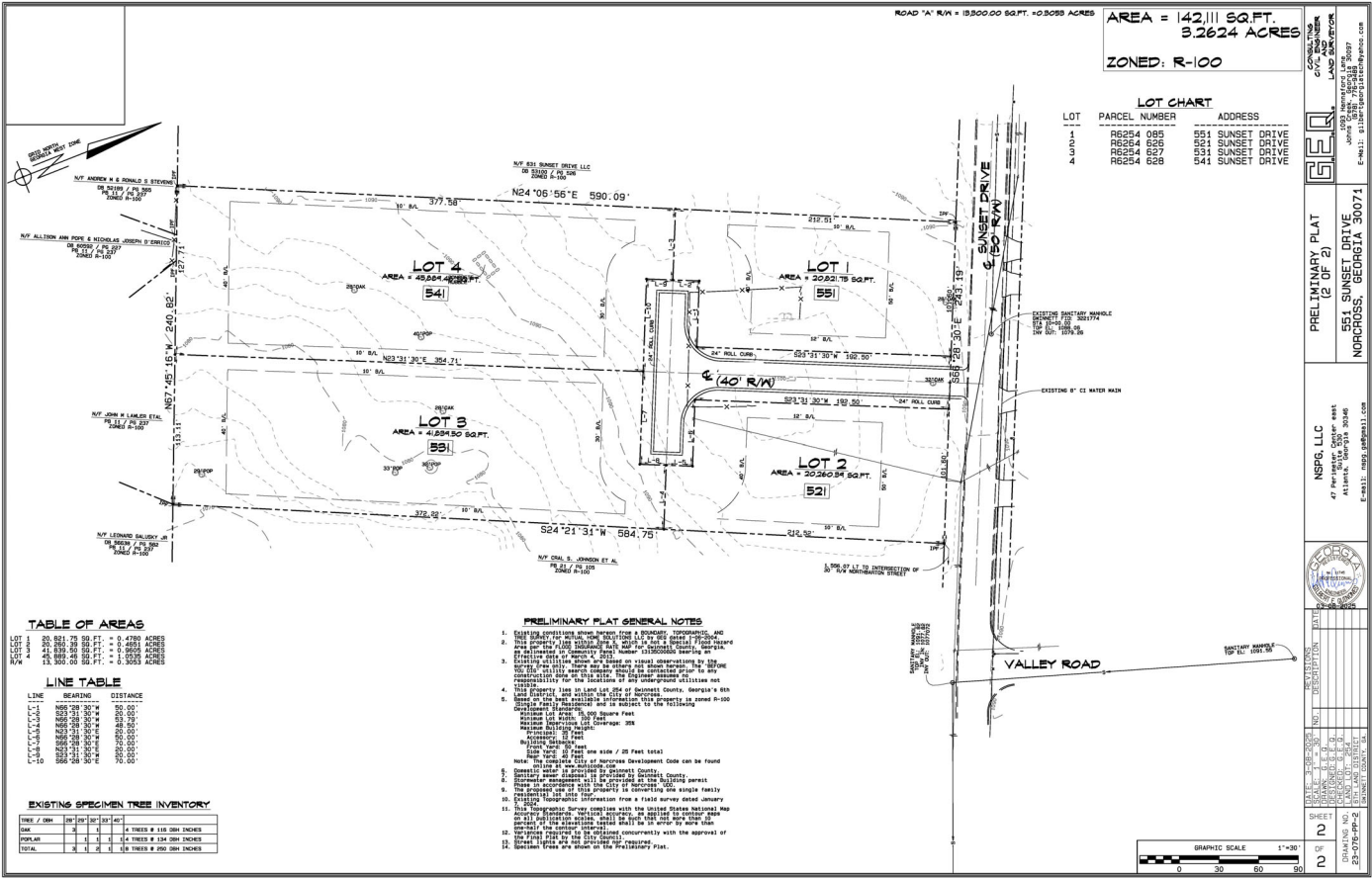
TO BE COMPLETED BY CITY OF NORCROSS ONLY.

Date received: _____ Development No. (CNO): _____

Review Fee: _____ Receipt No.: _____

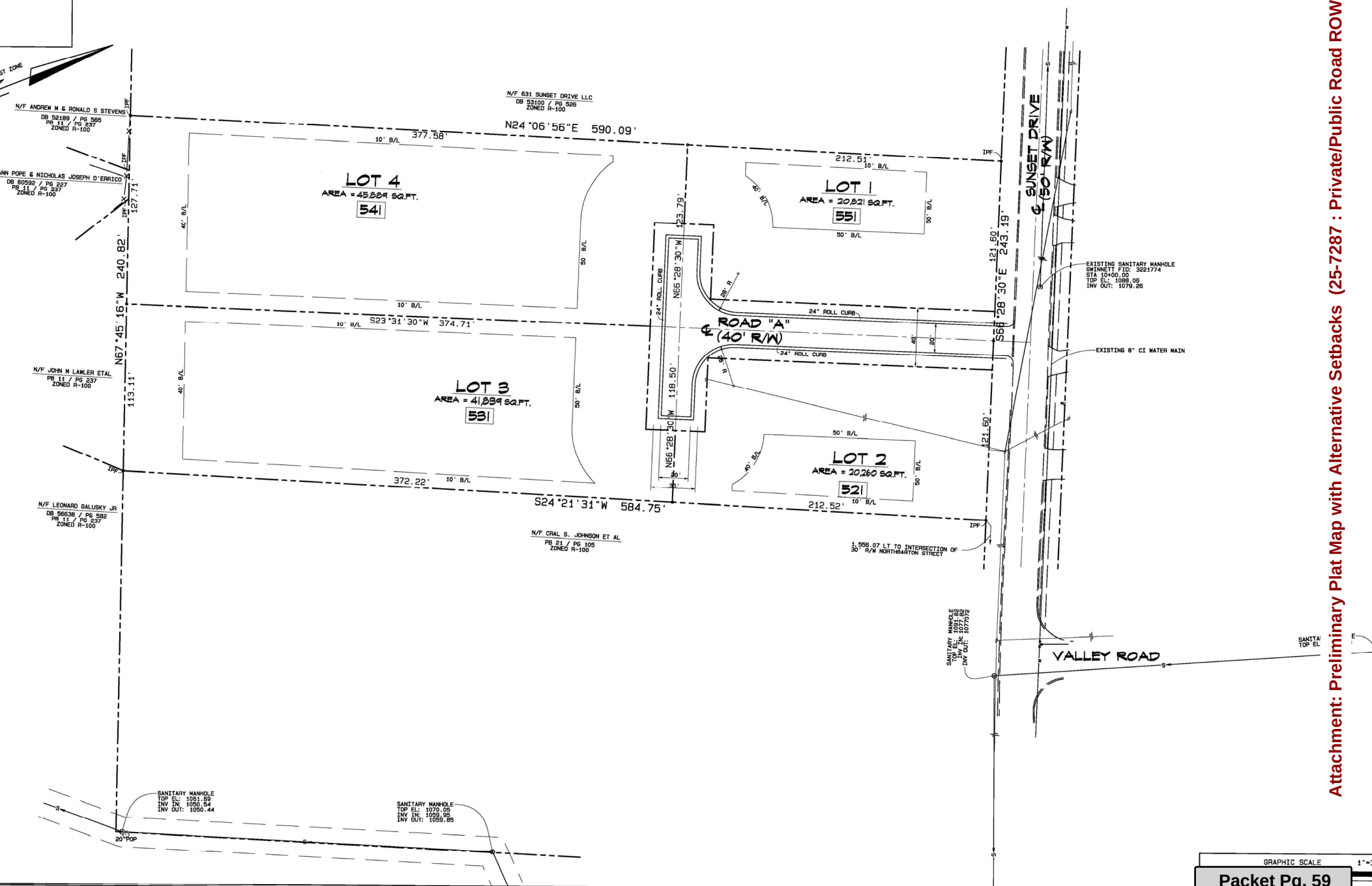
Required attachments submitted? _____

Please contact City Hall at 770-448-2122 for all dumpster services.



AREA = 142.111 SQ.FT.
3.2624 RE

ZONED: R-100





March 11, 2025

Attn: City of Norcross
c/o Community Development Department
65 Lawrenceville Street
Norcross, Georgia 30071

Re: 551 Sunset Dr

Dear Mayor Newton, Members of the City Council, and Community Development Department,

We are writing today at the request of the City in an effort to correct a purported city error in the processing of the final plat for the subject property which was previously approved on February 19, 2024. While we reserve all remedies available at equity and at law, and further vested through the issuance of numerous permits subsequent to the initial approval, we are committed to working with the city in good faith towards resolving this matter in a timely fashion.

At the February 17, 2025 work session, members of the Council expressed that they will no longer accept private roads within the city. While we respectfully include a plan that is consistent with the previous approval in February 2024, including a private road and modified per input from City Staff, we would be willing to dedicate a 40' right of way to the city to create a public road provided it does not modify building setback lines or create other additional requirements if that is the desire of the governing body.

To meet the stated desire for a public road, we have modified the design to increase the width of the road, and now propose an asphalt road surrounded by roll curbing in lieu of a concrete alley. The use of roll curbing is consistent with the remainder of Sunset Drive, and setbacks take into account the desire to be able to park a large passenger vehicle in the driveways without obstructing the road.

The parent parcel consists of 3.26 acres, or 142,111 square feet; which by area constitutes approximately 9.5 residential lots within the zoning district. This plan consists of 4 residential lots each of which far exceeds the UDO requirements. The architecture of the homes will be consistent with the surrounding area and will need to take the frontage on Sunset Drive as well as the internal subdivision layout into account.

Water and Sewer approval from Gwinnett County is included in the application, and sewer lines have already been installed in accordance with the approved LDP. Fire service is addressed through the use of an IFC approved turnaround as well as by exceeding the required road width and meeting the angular fire turnaround requirements and road lengths. Electric Service has been designed and quoted, and will be underground per local ordinance. Streetlights will be included at the end of each leg of the hammerhead if desired.

Attachment: Preliminary Plat Letter of Intent Narrative (25-7287 : Private/Public Road ROW Configuration at 551 Sunset Drive)



Stormwater will be addressed by lot, and each lot will individually meet the requirements of the city. There are numerous methods used to address water quality and quantity in residential districts, and designs will be in conformance with the GSWMM BMP's (aka the "Blue Book") as well as the Norcross UDO taking site conditions into account. Stormwater facility maintenance will be the responsibility of each homeowner, and no communal stormwater facilities are proposed. The systems will also take into account the ease of maintenance.

This narrative is also provided as notice, that a denial of the plat for the property referenced above, or approval subject to conditions not described in my application or without my consent, is a violation of my constitutional rights to use this property for a lawful purpose and such denial violates this and related rights. The City Council has an obligation to preserve these constitutionally-guaranteed property rights, and I present this notice to put Council on notice of potential violations.

We trust that the information enclosed herein is sufficient, however please do not hesitate to reach out should you require any additional information.

As always, thank you for your time and consideration.

Respectfully,

Darron Kusman
Roma Fine Homes
O: 404-419-7556
darron@roma-ventures.com

Additional Reference(s):

Approved Final Plat dated February 19, 2024
Approved Demolition Permit
Approved Land Disturbance Permit
Approved Utility Permit
Approved Sewer and Water Plan
Approval for Utility Open Cuts on City Street for Sewer Installation



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

City of Norcross

Legislation Details (With Details)

File #:	25-7288	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	Corrective Instruments for Right of Way Deed		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Corrective Instruments for Right of Way Deed](#)
2. [Proposed Right of Way Deed](#)
3. [Proposed Quit Claim Deed](#)
4. [Erroneously Recorded ROW Deed](#)

Title

Corrective Instruments for Right of Way Deed

Drafter

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

Motion

A motion to Approve/Deny the transfer of real estate via quit claim deed that was erroneously conveyed to the City and to authorize the Mayor to execute the attached deed.



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

AGENDA REPORT

To: Mayor and Council

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

Meeting Date: May 5, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7288

Title: Corrective Instruments for Right of Way Deed

CC: Eric Johnson, City Manager

Recommendation: Approve the transfer of real estate via quit claim deed that was erroneously conveyed to the City and to authorize the Mayor to execute the deed attached with this agenda item.

Background: The homebuilder for 408 Autry Street was required to dedicate 5 feet of right of way from Autry Street to provide for street connectivity, access, and utilities. When provided a right of way deed, the developer inadvertently attached the wrong legal description and did not convey the required right of way deed. The resulting deed has created a title issue. After the homebuilder conferred with his counsel and with title insurance underwriters, it was determined that title issue required that the City quit claim the lot to the back homebuilder as opposed to recording a corrective deed.

The attached deeds show the corrected right of way deed and the proposed quit claim deed. Only the Quit Claim Deed needs to be signed and approved by Council. Because this is an instrument conveying an interest in real estate, the Mayor's signature and City Council authorization is required by City of Norcross Charter § 2.28.

The homebuilder has agreed to pay recording costs and legal fees of \$300 to offset the City's expenses associated with this request. The correct right of way deed (attached) will be recorded at closing.

Financial Impact: None

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

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

Attachments:

1. Proposed Right of Way Deed
2. Proposed Quit Claim Deed
3. Erroneously Recorded ROW Deed

_____ [Space Above This Line For Recording Data] _____

STATE OF GEORGIA
GWINNETT COUNTY

Tax Parcel No.

RIGHT OF WAY DEED

THIS INDENTURE, made this _____ day of _____, 20____, between ALEJANDRO ROJAS a resident of the State of Georgia ("Grantor"), and CITY OF NORCROSS, a municipal corporation located in the State of Georgia ("Grantee"),

WITNESSETH

That for and in consideration of the sum of One Dollar (\$1.00) in hand paid, and the benefits flowing from the project hereinafter described, Grantor does grant and convey unto Grantee, its successors and assigns, the following property, to-wit: that certain right of way area in the City of Norcross, Gwinnett County, Georgia, which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

To have and to hold the bargained premises unto Grantee, its successors and assigns forever in fee simple.

Grantor will forever warrant and defend the title to the bargained premises unto Grantee, its successors and assigns against the claims of Grantor and all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has hereunto caused this Indenture to be executed under seal the day and year above written.

GRANTOR:

ALEJANDRO ROJAS

_____(Seal)

Signed, sealed and delivered in the
Presence of:

Unofficial Witness

Notary Public

My Commission expires: _____

[Notary Seal]

Attachment: Proposed Right of Way Deed (25-7288 : Corrective Instruments for Right of Way Deed)

LEGAL DESCRIPTION
408 AUTRY STREET
ACQUIRED RIGHT-OF-WAY

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 254, 6TH DISTRICT, BEING LOT 2, FINAL PLAT FOR 308 AUTRY STREET, CITY OF NORCROSS, GWINNETT COUNTY GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR FOUND ON THE NORTHEASTERLY RIGHT-OF-WAY OF AUTRY STREET; SAID REBAR BEING THE REBAR THAT SEPARATES LOT 1 AND LOT 2; THENCE ALONG THE EXISTING RIGHT-OF-WAY OF AUTRY STREET, NORTH 58 DEGREES 46 MINUTES 55 SECONDS WEST, A DISTANCE OF 11.88 FEET TO A POINT; THENCE NORTH 49 DEGREES 59 MINUTES 55 SECONDS WEST, A DISTANCE OF 58.62 FEET TO A #4 REBAR FOUND; THENCE LEAVING THE NORTHEASTERLY RIGHT-OF-WAY AUTRY STREET, NORTH 28 DEGREES 51 MINUTES 15 SECONDS EAST, A DISTANCE OF 5.10 FEET TO A #4 REBAR SET; THENCE SOUTH 49 DEGREES 59 MINUTES 55 SECONDS EAST, A DISTANCE OF 59.22 FEET TO A #4 REBAR SET; THENCE SOUTH 58 DEGREES 46 MINUTES 55 SECONDS EAST, A DISTANCE OF 11.06 FEET TO A #4 REBAR SET; THENCE SOUTH 26 DEGREES 16 MINUTES 00 SECONDS WEST, A DISTANCE OF 5.02 FEET TO A #4 REBAR FOUND ON THE EXISTING RIGHT OF WAY OF AUTRY STREET; SAID #4 REBAR BEING THE POINT OF BEGINNING;

SAID TRACT OR PARCEL CONTAINS 0.01 ACRES OR 352 SQ. FT.

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

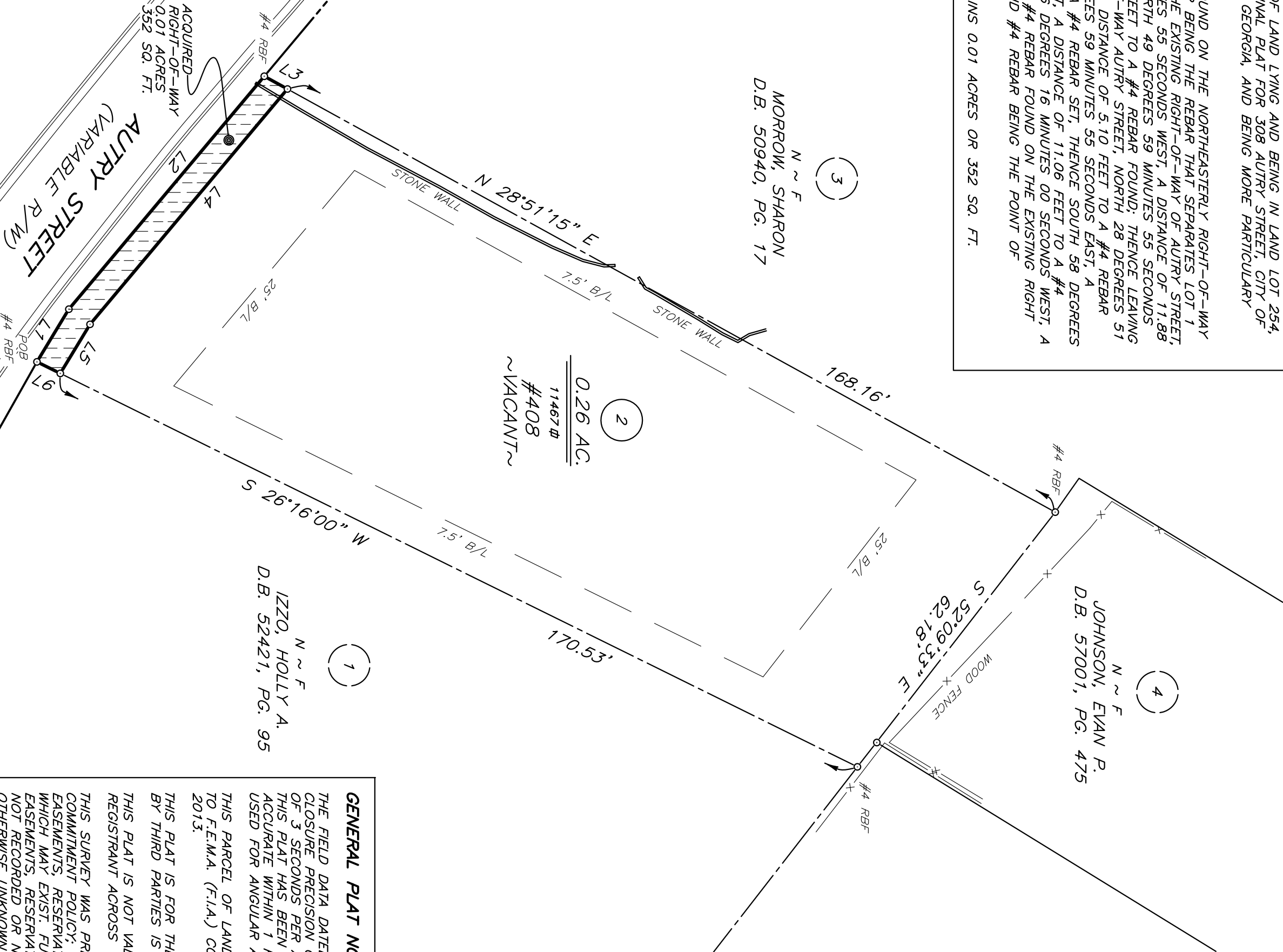
LINE	BEARING	DISTANCE
L1	N 58°46'55" W	11.88
L2	N 49°59'55" W	58.62
L3	N 28°51'15" E	5.10
L4	S 49°59'55" E	59.22
L5	S 58°46'55" E	11.06
L6	S 26°16'00" W	5.02

AREA:

EXISTING AREA
0.26 ACRES
11,467 SQ. FT.
PROPOSED AREA
0.25 ACRES
11,115 SQ. FT.

MAGNETIC NORTH

LEGEND	
	P.P. - POWER POLE
	L.P. - LIGHT POLE
	F.H. - FIRE HYDRANT
	M.H. - SANITARY SEWER MANHOLE
	W.M. - WATER METER
	G.M. - GAS METER
	RBS - REINFORCING BAR SET
	RBf - REINFORCING BAR FOUND
	CTF - CRIMP TOP PIPE FOUND
	OTF - OPEN TOP PIPE FOUND
	R/W MON. - RIGHT-OF-WAY MONUMENT
	X - TYPE OF FENCE
	J.B. - JUNCTION BOX
	D.I. - DROP INLET / YARD INLET
	C.B. - CATCH BASIN
	R.C.P. - REINFORCED CONCRETE PIPE
	C.M.P. - CORRUGATED METAL PIPE
	F.F.E. - FINISHED FLOOR ELEVATION
	W.V. - WATER VALVE
	U.E. - UNDERGROUND ELECTRIC
	S.B. - SOUTHERN BELL MANHOLE
	G - GAS LINE
	O/H - OVERHEAD POWER LINES
	H.W. - HEADWALL
	W - WATER LINE
	P.B.X. - POWER BOX



GENERAL PLAT NOTES:

THE FIELD DATA DATED 2-14-20 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 39,182 FEET AND AN ANGULAR ERROR OF 3 SECONDS PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 176,629 FEET. A TRIMBLE S6 ROBOT WAS USED FOR ANGULAR AND LINEAR MEASUREMENTS.

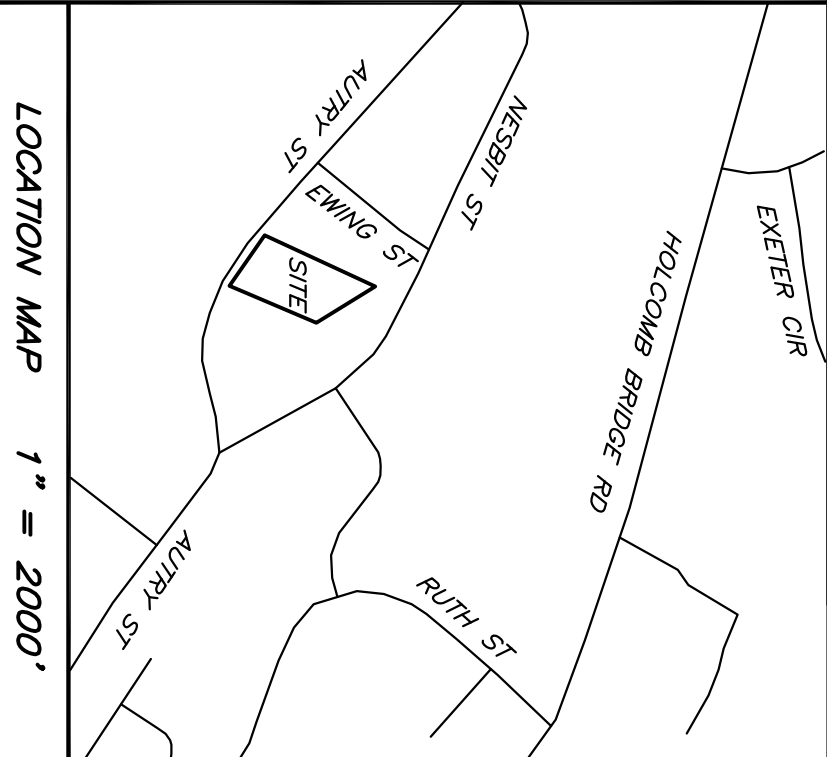
THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD PLAIN, ACCORDING TO F.E.M.A. (F.I.A.) COMMUNITY PANEL #13135000816 DATED MARCH 4, 2013.

THIS PLAT IS FOR THE EXCLUSIVE USE OF ALEJANDRO ROJAS. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT POLICY. THEREFORE EXCEPTION IS MADE HEREIN TO ANY EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, WHICH MAY EXIST FURTHERMORE, HIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY, TITLE RESTRICTIONS WHICH ARE NOT RECORDED OR NOT DISCLOSED BY THE TITLE COMMITMENT, OR OTHERWISE UNKNOWN TO THE SURVEYOR; THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.

THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTIONS, SUBSURFACE CONDITIONS, OR OTHER MATTERS OF TITLE WHICH ARE NOT VISIBLE, NOT RECORDED, OR NOT DISCLOSED IN THE TITLE ABSTRACT PROVIDED BY THE OWNER, THE PURCHASER, OR ANY AGENTS THEREOF.



SURVEYORS CERTIFICATION

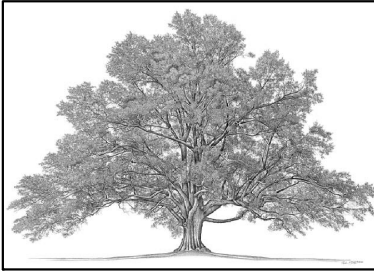
THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENT, MAPS, PLATS OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREIN. RECOGNITION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTIONS, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY PURPOSE OF THE MINIMUM TECHNICAL STANDARDS FOR LANDS SURVEYORS CERTIFIES THAT THIS PLAT COMPLETES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

K. ADDISON BLAKESLEE GA RLS #3246

12-9-2024 DATE

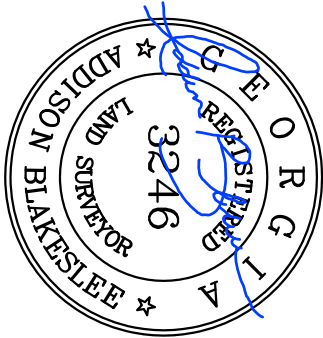
RIGHT-OF-WAY DEDICATION PLAT FOR:

ALEJANDRO ROJAS
LAND LOT 254
6TH DISTRICT;
LOT 2
FINAL PLAT FOR 398 AUTRY STREET
CITY OF NORCROSS
GWINNETT COUNTY, GEORGIA



PRISTINE
LAND SERVICES

Land Surveyors • Landscapes • Environmental
4131 Bolingbrook Dr.
Marietta, Georgia 30062
Phone 404.787.1012
www.pristinelandservices.com



REVISIONS

DATE : 2-15-20
SCALE : 1"=20'
DRAWN BY : KAB
CHECKED BY : KAB
PROJECT NO. 2020027
AUTRY-RW.DWG

Return to: **CAMPBELL & BRANNON, LLC**
 1000 Johnson Ferry Road
 Building 400, Suite 404
 Marietta, GA 30068
 File No.: HC250165T

STATE OF _____
 COUNTY OF _____

Tax Parcel ID: R6254 542

QUITCLAIM DEED

THIS INDENTURE, made the _____ day of _____, in the year 2025, between

City of Norcross, a Municipal Corporation located in the State of Georgia,

as party or parties of the first part, hereinafter called Grantor, and

Alejandro Rojas

as party or parties of the second part, hereinafter called Grantee (the words, "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of ONE AND NO/100 AND OTHER GOOD AND VALUABLE CONSIDERATION ----- (\$1.00) DOLLAR in hand paid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby bargain, sell, remise, release, and forever quit-claim to Grantee all of its right, title and interest in and to that certain property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

with all the rights, members and appurtenances to the said described premises in anywise appertaining to or belonging.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

Attachment: Proposed Quit Claim Deed (25-7288 : Corrective Instruments for Right of Way Deed)

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed the day above written.

Signed, sealed and delivered
in the presence of

Unofficial Witness

Notary Public
My commission expires:
(Notary Seal)

**City of Norcross, a Municipal Corporation located in
the State of Georgia**

_____(SEAL)

By: _____

As: _____

Attachment: Proposed Quit Claim Deed (25-7288 : Corrective Instruments for Right of Way Deed)

EXHIBIT "A"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 254 of the 6th District, Gwinnett County, Georgia, being Lot 2 of The Final Plat of 398 Autry Street, as shown on plat recorded in Plat Book 118, page 297, Gwinnett County, Georgia records, which said plat being incorporated herein by reference thereto.

Attachment: Proposed Quit Claim Deed (25-7288 : Corrective Instruments for Right of Way Deed)

Alejandro Rojas
408 Autry St
Norcross Ga 30071

DEED B: 61575 P: 00853
12/11/2024 01:03 PM Pgs: 3 Fees: \$25.00

Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA

[Space Above This Line For Recording Data]

STATE OF GEORGIA
GWINNETT COUNTY

Tax Parcel No.

RIGHT OF WAY DEED

THIS INDENTURE, made this 12 day of 10, 2024, between [GRANTOR],
a [STATE & ENTITY INFORMATION] ("Grantor"), and CITY OF NORCROSS, a municipal
corporation located in the State of Georgia ("Grantee"),

A.P. Alejandro
Rojas

WITNESSETH

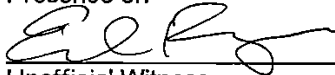
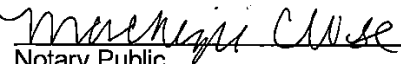
That for and in consideration of the sum of One Dollar (\$1.00) in hand paid, and the benefits flowing from the project hereinafter described, Grantor does grant and convey unto Grantee, its successors and assigns, the following property, to-wit: that certain right of way area in the City of Norcross, Gwinnett County, Georgia, which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

To have and to hold the bargained premises unto Grantee, its successors and assigns forever in fee simple.

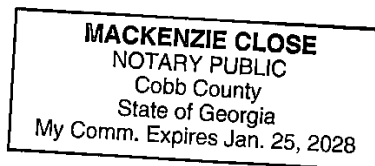
Grantor will forever warrant and defend the title to the bargained premises unto Grantee, its successors and assigns against the claims of Grantor and all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has hereunto caused this Indenture to be executed under seal the day and year above written.

Attachment: Erroneously Recorded ROW Deed (25-7288 : Corrective Instruments for Right of Way Deed)

GRANTOR:**[GRANTOR]**, a [STATE & ENTITY
INFORMATION]By:  (Seal)
Name: Alejandro Rojas
Title: OwnerSigned, sealed and delivered in the
Presence of:
Unofficial Witness
Notary PublicMy Commission expires: JAN 25, 2028

[Notary Seal]



DEED B: 61575 P: 00855 12/11/2024 01:03 PM
24D083949 Page 3 of 3

DEED B: 60809 P: 00654

09/14/2023 12:59 PM Pgs: 1 Fees: \$25.00

TTax: \$0.00

Tiana P Garner, Clerk of Superior Court

Gwinnett County, GA

PT-61 #: 0672023022065

ERECORDED

eFile Participant IDs: 3723549315,7067927936

DEED B: 60636 P: 00617

06/09/2023 10:06 AM Pgs: 1 Fees: \$25.00

TTax: \$0.00

Tiana P Garner, Clerk of Superior Court

Gwinnett County, GA

PT-61 #: 0672023011764

ERECORDED

eFile Participant IDs: 3723549315,7067927936

DEED IS BEING RE-FILED TO ADD a/k/a

Exhibit "A"

TAX ID: R6254-542

Record and Return to:
GSH ATTORNEYS, LLP
2921 MCDMONT ROAD, SUITE B
ATLANTA, GEORGIA 30305
FILE# 20-1016

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF Gwinnett

THIS INDENTURE, made the 25 day of May, 2023, between

LEONARDO PIMENTEL HERNANDEZ A/K/A LEONARDO PIMENTEL

as party or parties of the first part, hereinafter called Grantor, and

ALEJANDRO ROJAS,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said grantee,

All that tract or parcel of land lying and being in Land Lot 254 of the 6th District, Gwinnett County, Georgia, being Lot 2 of The Final Plat of 398 Autry Street, as shown on plat recorded in Plat Book 118, page 297, Gwinnett County, Georgia records, which said plat being incorporated herein by reference thereto.

TAX ID R6254-542

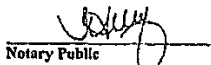
TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:


Unofficial Witness


LEONARDO PIMENTEL HERNANDEZ (SEAL)


Notary Public





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

City of Norcross

Legislation Details (With Details)

File #:	25-7289	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	Anderson Place Street Network Dedication		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Anderson Place Street Network Dedication](#)
2. [Anderson Place Preliminary Plat](#)

Title

Anderson Place Street Network Dedication

Drafter

Tracy Rye

Motion

A motion to Approve/Deny a request to the developer to update preliminary plat and all subsequent plans and permit packages to indicate that the street network in the Anderson Place subdivision be identified as future publicly dedicated rights of way and to dedicate as such at the time of Final Plat approval by Mayor and Council.



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

AGENDA REPORT

To: Mayor and Council

From: Tracy Rye, AICP, Assistant City Manager

Meeting Date: May 5, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7289

Title: Anderson Place Street Network Dedication

CC: Eric Johnson, City Manager

Recommendation

Request developer to update preliminary plat and all subsequent plans and permit packages to indicate that the street network in the Anderson Place subdivision be identified as future publicly dedicated rights of way and to dedicate as such at the time of Final Plat approval by Mayor and Council.

Background

The City approved a PRD rezoning for a new subdivision with 27 single family lots in April of 2021. A PRD is the most flexible of the City's zoning districts, allowing flexibility in overall layout and design, which is approved during the zoning action. Four lots have existing homes, therefore there are 23 new lots proposed utilizing a new network of streets and alleyways in a neo-traditional design as shown during the zoning process in 2021. A 28th lot is shown for purposes of stormwater management and is identified as such. Neotraditional neighborhood design aims to create walkable neighborhoods inspired by pre-automobile towns prioritizing narrower pedestrian-friendly streets in well-connected block patterns

Gladys Way is the main spine road for the development at 42' wide at the entrance inclusive of pavement, curb and gutter, sidewalks, and utilities before narrowing to 20' from back of curb to back of curb at the one way traffic circle. The runoff reduction at the center of the traffic circle will remain private and the responsibility of the HOA.

Esther Drive will be 41.5' in width inclusive of pavement, curb and gutter, sidewalks, and utilities and will provide access to three driveways.

Gibson Alley is shown as 20' inclusive of pavement, curb and gutter, and utilities and will be used to access driveways and garages.

Makini Alley will range in width from 18' to 33.5' and will be one way from Beutell over to interior main road Gladys Way. It will be used to access rear driveways and will also have on-street parking for 11 vehicles.

The original preliminary plat was approved by Community Development in November of 2021, after which time the developer moved into the phase of permitting that included applying for a Land Disturbance Permit for review through both Gwinnett County and the City of Norcross in April of 2022. The developer went through six total rounds of comments between Gwinnett County and the City through 2024 and also changed engineering firms before getting to a point where the City was prepared to approve the Land Disturbance at the end of 2024. At this point the Preliminary Plat had expired and the Community Development Director and Assistant City Manager advised the developer to resubmit for approval a new Preliminary Plat. The developer now has a Preliminary Plat that is ready to approve, along with the Land Disturbance Permit.

The City has been considering the value as well as financial impact private roads can make to communities, especially those that have a small number of property owners. In light of that, the City has asked the developer to consider converting the identified private streets and alleyways shown at zoning into City rights of way, to be dedicated during the Final Plat Process. The developer is amenable to making the dedication, provided the streets and alleyways are accepted in their current configurations and widths and without any redesigns to the plan presented at zoning.

Financial Impact

Creation of these road and alleyways will be the responsibility of the developer, but future maintenance will be the responsibility of the City once completed. Future costs to maintain are currently unknown

Consistent with Comprehensive Plan?

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

Attachments

Anderson Place Preliminary Plat

Next Steps

If approved, the developer will need to add notes to the Preliminary Plat and the Land Disturbance plan set that the roads and alleyways are to be publicly dedicated prior to approval and then submit a Final Plat for approval with roadway acceptance.

PRELIMINARY PLAT FOR ANDERSON PLACE SUBDIVISION

(SINGLE FAMILY RESIDENTIAL COMMUNITY)
153, 189 & 199 HUNT STREET & 248 BEUTELL STREET
CITY OF NORCROSS, GWINNETT COUNTY, GA
PARCEL ID: 6255-074, 6255-522, 6255-299, 6255-081 & 6255-140
LL 255, 6TH DISTRICT

This Box reserved for the Clerk of the Superior Courts.

GENERAL NOTES:

- OWNER/DEVELOPER:
LALANI RESIDENTIAL DEVELOPMENTS, LLC
34 PEACHTREE STREET NW, STE. 2800
ATLANTA, GA 30303
CONTACT: DAVID TRACHT
404.545.1765
- SURVEYOR:
DAVID A. HARPER, RLS
5911 WATERWAY PLACE
FLOWERY BRANCH, GA 30542
678-410-3004
- CLOSURE DATA:
Field Closure=1"IN 10,000+
Angle Point Error=< 20"
Equipment Used=Topcon 3005W, Sokkia SX, & Topcon Hyper GA GPS System
Adjustment Method=Compass Rule
Plat Closure=1' IN 100,000+

The field data upon which this plat is based has a closure precision of one foot in 10,000+ feet and an angular error of <20" per angle point, and was adjusted using the Compass rule.

This plat has been calculated for closure and is found to be accurate within one foot in 100,000+ feet.

- SITE DEVELOPMENT DATA:
Location: Land Lot 255 of the 6 District, City of Norcross, Gwinnett County, Georgia
Site Data = 27 Lot
Total area of project = 3.40 Acres 148,157 Sq. Ft.

- Tax Parcel ID: 6255-074, 6255-522, 6255-299, 6255-081 & 6255-140

- MINIMUM DIMENSIONAL ZONING REQUIREMENTS:
PRD (PLANNED RESIDENCE DISTRICT) Zoning district
PROP. DENSITY 27 LOTS
(7.94 LOTS/AC.)
PROP. LOT SIZE 1,700 SF
PROP. LOT WIDTH 24'
MIN. BLDG. AREA 1,200 SF
PERIMETER SETBACK 10'
MIN. BLDG. SEPARATION 7'
8' SIDEWALK ALONG BEUTELL & HUNT STREET
5' SIDEWALK INTERIOR TO PROJECT
INTERIOR ALLEY WIDTH 12'
PRIVATE STREET WIDTH 17'
TREE DENSITY 16 TREE UNITS/AC.

- All deed book references shown hereon are recorded in the Clerk of Superior Court's office of Gwinnett County, Georgia.

- Capped ½" re-bar to be set at all lot corners unless otherwise noted.

- In my opinion this property appears not to lie within a Special Flood Hazard Area, according to FEMA Flood Insurance Rate Map for Fulton County unincorporated areas dated March 4, 2013 Map #13135C0082g.

- There were no state waters observed on this property at the time of survey.

- There are no wetlands on this property as per The U.S. Fish & Wildlife Service National Wetlands Inventory Wetlands Mapper. All wetlands are under the jurisdiction of the U.S. Army Corps of Engineers and/or the state of Georgia Department of Natural Resources. Lot owners are subject to penalty by law for disturbance to these protected areas without the proper permit application and approval.

- No portion of this Property is within the Boundaries of the Metropolitan River Protection Act.

- There were no recorded easements found associated with the property. This survey as performed without the benefit of a current and accurate title search, therefore any covenants, easements, and restrictions of record are to be incorporated with this plat.

- The City of Norcross, Gwinnett County personnel and/or Agents shall have free and total access to and across all Easements.

- Wastewater service is to be provided by Gwinnett County Water & Sewer Authority.

- Lot water service is to be provided by Gwinnett County Water & Sewer Authority.

- All distances shown are horizontal ground distance. No conversion factor used.

- Bearings shown on this plat are calculated from angles turned in the field.

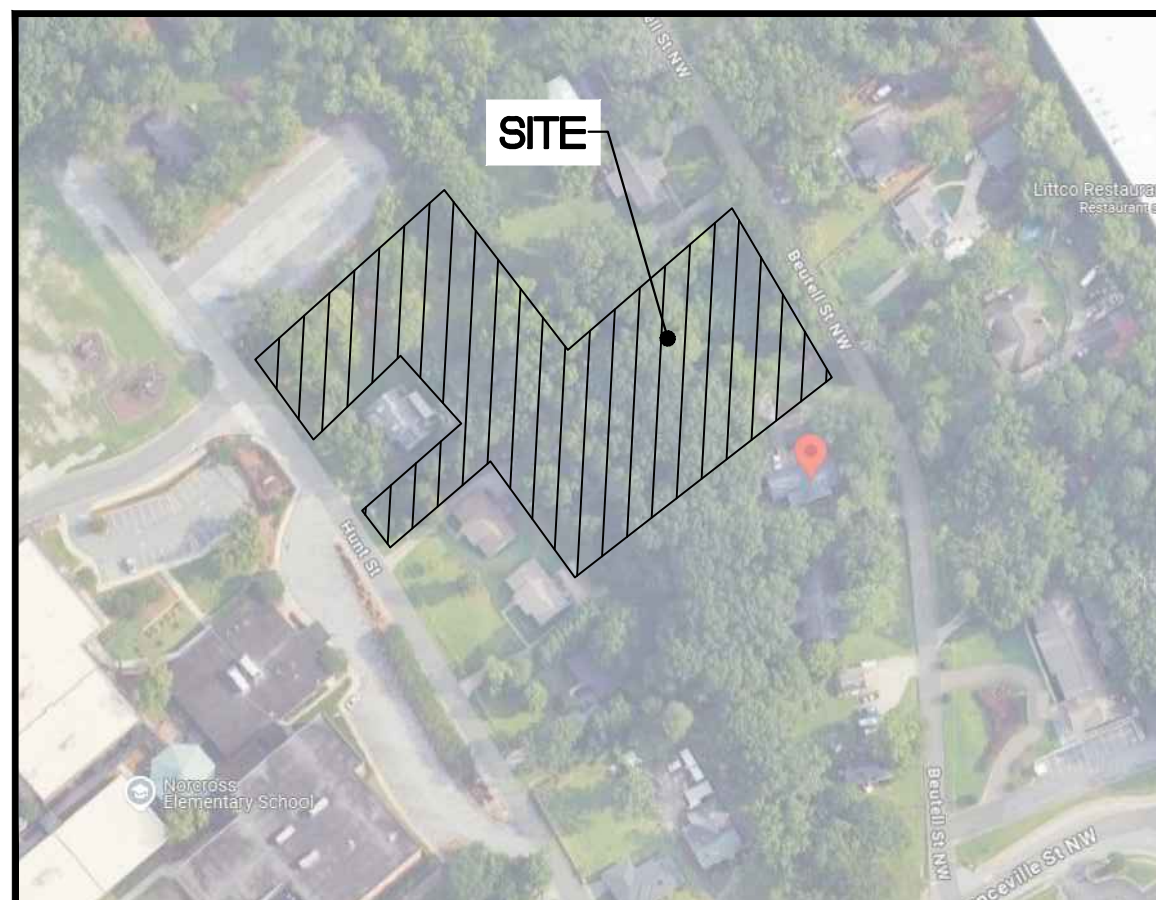
- There are no existing structures, buildings, or improvements on the property.

- Boundary line shown was determined using evidence found in the field and recorded plats and deeds.

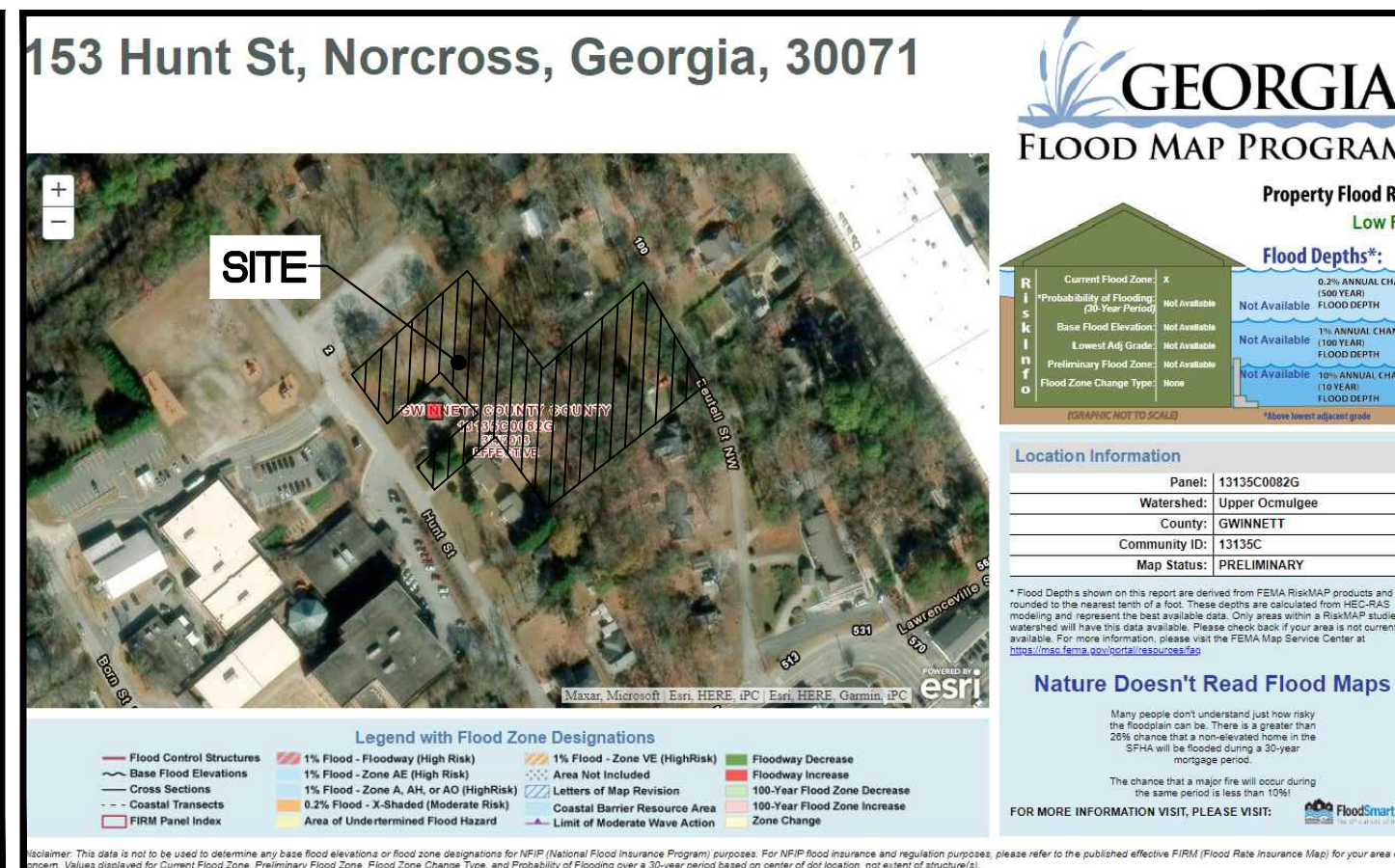
- Declaration is made to original purchaser of the survey. Any use by third parties is at their own risk. Survey is valid only if print has original seal and original signature of surveyor.

- Boundary line shown was determined using evidence found in the field and recorded plats and deeds.

- All corner markers and markers of pertinent reference points shall be constructed of a permanent material, such as iron, steel, concrete or stone.



AERIAL MAP
NOT TO SCALE



FEMA MAP
NOT TO SCALE

THE FLOOD ZONE(S) SHOWN HEREON ARE BASED ON THE FEMA F.I.R.M. PANEL NUMBER 13135C0082g EFFECTIVE DATE MARCH 4, 2013. THIS SITE LIES WITHIN ZONE "A" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN".

Surveyor's Certificate:

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

BY: _____ License NO. _____ Date _____
GA R.L.S.

SURVEYOR'S CERTIFICATE

"It is hereby certified that this Minor Subdivision Plat is true and correct and was prepared from an actual survey of the property, made by me or under my supervision; that all monuments shown hereon actually exist, or are marked as "Future", and their location, size, type and material is correctly shown."

BY: _____ License NO. _____ Date _____
GA R.L.S.

Flood Hazard

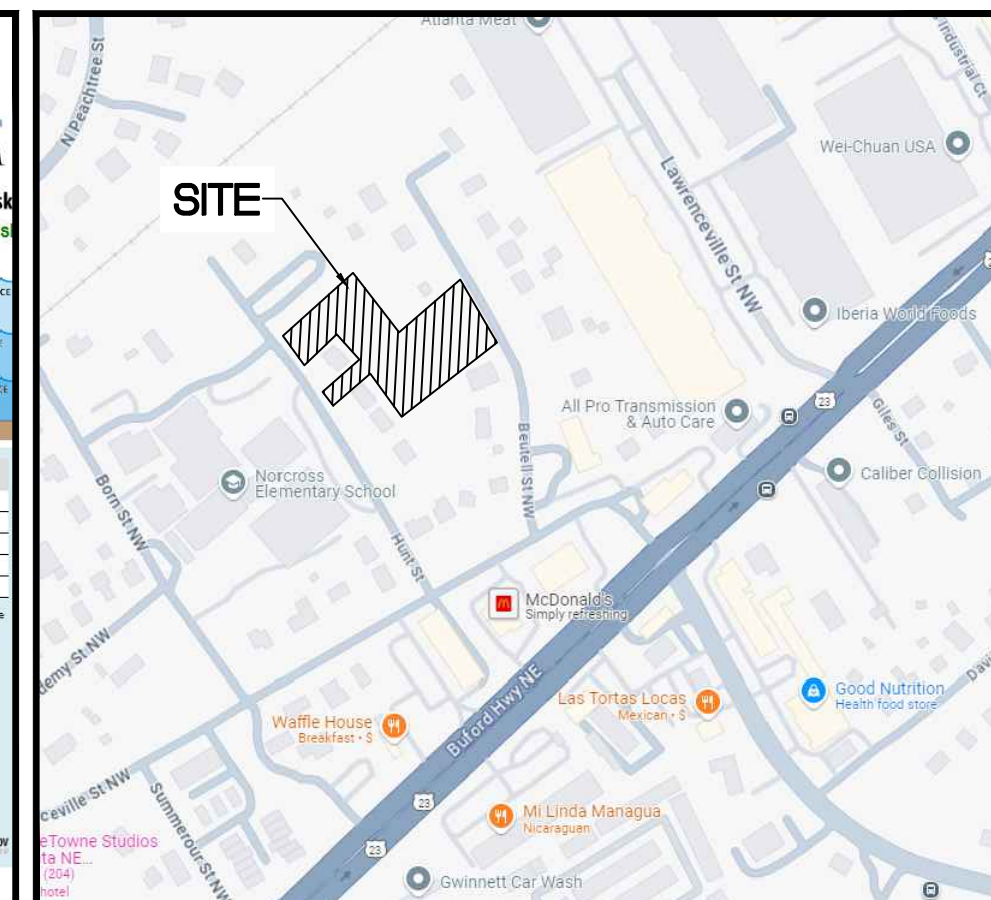
The Intermediate Regional Flood (I.R.F.) areas shown hereon were determined by the Professional Engineer whose stamp and signature are affixed hereto. The City of Norcross does not, by approving this plat, warrant their accuracy, nor imply that land outside the areas of flood hazard shown, will be free from flooding or flood damage. Further, the City of Norcross does not by approving this plat nor accepting the public improvements therein, assume maintenance of the flood carrying capacity of the flood areas or watercourses. Maintenance shall remain the responsibility of the owner/s of the land upon which they exist. The owner of a lot or parcel, that contains a flood hazard area, is required to submit a site plan to the city of Norcross, prior to the initiation of any improvements to the lot or parcel. The site plan shall include the location and elevation of the I.R.F. within the lot or parcel and the existing and proposed improvements. Approval of the site plan by the City of Norcross is required prior to the issuance of a building permit.

This survey does not constitute a title search by surveyor. The property is subject to all information regarding easements, restrictions, covenants, zoning ordinances, environmental restrictions, buffers, right-of-ways, adjoiners, and other documents that might affect the tract shown or not shown, recorded or not recorded.

JDM CONSULTANTS, LLC has made no investigation as to the existence or non-existence of underground utilities and/or structures. Before any land disturbance activity begins, underground utilities should be identified and located. JDM CONSULTANTS, LLC assumes no liability for loss or damages caused by the discovery of or disturbance of underground utilities and/or structures.

The term "Certification" as used in Rule "180-6-.09(2) and (3)" and relating to professional engineering or land surveying services, as defined in O.C.G.A. 43-15-2(6) and(11), shall mean a signed statement based upon facts and knowledge known to the registrant and is not a guarantee or warranty, either expressed or implied.

This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA)15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.



VICINITY MAP
NOT TO SCALE

SHEET INDEX

1 OF 4	COVER SHEET
2 OF 4	ZONING CONDITIONS
3 OF 4	SURVEY BY OTHERS
4 OF 4	SUBDIVIDED LOTS
L3.0	TREE PROTECTION & REPLACEMENT PLAN

PRELIMINARY PLAT

OWNER'S STATEMENT

I hereby submit this Preliminary Plat as the owner, or his/her/its authorized agent, of all property shown thereon.

Signature of Owner or Authorized Agent _____ Date _____

DESIGNER'S STATEMENT

I hereby certify that the plans for the proposed subdivision shown on this Preliminary Plat were prepared by me or under my supervision.

Signature of Designer & Registered Lic. No. _____ Date _____

CONFORMANCE WITH CONCEPT PLAN CERTIFICATION

I hereby certify that this Preliminary Plat conforms to the approved Concept Plan and the requirements of the UDO.

Signature of Community Development Director _____ Date _____

Signature of City Engineer _____ Date _____

PRELIMINARY PLAT APPROVAL CERTIFICATION

The undersigned hereby certifies that this Preliminary Plat has been reviewed and approved by the city in accordance with the city's Unified Development Ordinance. This approval expires in one year from this date if the owner/developer fails to secure Final Plat approval by that time.

Signature of Community Development Director _____ Date _____

Signature of City Engineer _____ Date _____



P.O. BOX 366411
ATLANTA, GA 30336
(205) 266-1648

darrell@jdmconsultantsllc.com
jdmconsultantsllc@gmail.com

CLIENT:

THIS DRAWING IS THE PROPERTY OF JDM CONSULTANTS, LLC. IT IS ONLY TO BE USED FOR THE PROJECT AND LOCATION IDENTIFIED HEREIN. NO PART OF THIS DRAWING IS TO BE REPRODUCED, STORED IN A RETRIEVAL SYSTEM OR TRANSMITTED IN ANY FORM BY MEANS ELECTRONIC, MECHANICAL, PHOTOCOPYING OR OTHERWISE WITHOUT THE PRIOR PERMISSION OF JDM CONSULTANTS, LLC.

SEAL:



GSWCC # 77396 EXP. DATE: 7/1/2025

REVISIONS:

NO. DATE DESCRIPTION

PROJECT:

ANDERSON PLACE SUBDIVISION

248 BEUTELL STREET
NORCROSS, GA 30071
LAND LOT 255, DIST 6
GWINNETT COUNTY, GA

SHEET TITLE:

COVER

DESIGNED BY: JDM

DRAWN BY: DJ

CHECKED BY: DJ

APPROVED BY: JDM

SCALE: AS SHOWN

DATE: 01-27-2025

PROJECT NO.: 24-271

SHEET:

1 OF 4



Know what's below.
Call before you dig.

TEXT LEGEND
OTPF = OPEN TOP FOUND
CTPF = CRIMPED TOP FOUND
RBF = REBAR FOUND
CMF = CONCRETE MONUMENT
IPS = IRON PIN SET (1/2" REBAR)
RW = RIGHT OF WAY
BL = BUILDING LINE
NF = NOW OR FORMERLY
DB = DEED BOOK
PB = PLAT BOOK
PG = PAGE
D.E. = DRAINAGE EASEMENT
UE = UTILITY EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
PL = PROPERTY LINE
CL = CENTER LINE
TBM = BENCHMARK
FFE = FINISH FLOOR ELEVATION
P = PINE TREE
HW = HARDWOOD TREE

SURVEY NOTES:
1.) Field Data: Closure Precision-1/21,960
Angular Error = 27"STA.
2.) Measurements were taken June 1, 2024, with a Topcon 9003A and adjustments were made using compass rule method.
3.) Plat Precision: 1"/100,000' +
4.) The north meridian shown hereon is Grid North GA West Zone 1002 and obtained using a Trimble R12i and VRS RTK network solution.
5.) Contours are shown on a two foot interval and elevations are based on NAVD 88, and Geoid 12A.

SYMBOL LEGEND
+ = LIGHT POLE
* = SEWER LATERAL
@ = WATER METER
@ = POWER BOX
■ = CABLE TV BOX
■ = TELEPHONE CO. BOX
+ = FIRE HYDRANT
@ = WATER VALVE
- - - = OVERHEAD POWER LINE
- - - = FENCE LINE
- - - = GAS LINE
- - - = WATER LINE
- - - = TELEPHONE LINES & CABLE
- - - = UNDERGROUND POWER
- - - = SANITARY SEWER
- - - = SET 1/2" REBAR
- - - = STORM PIPE
- - - = SIGN
(R) = RECORD CALL

RESERVED FOR CLERK OF COURT

SURVEY CERTIFICATION:

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-6.

6/3/2024
DAVID A. HARPER, GA P.L.S. #3145
DATE



UTILITY NOTES & INFORMATION:
Utilities shown are based on above ground and visible evidence. Surveyor does not warrant the exact size, type, or location of utilities shown and furthermore no guarantee is made that other utilities may exist on site that are not shown.

GENERAL NOTES
1. FIELD WORK PERFORMED ON MAY & JUNE 2024.
2. THIS PROPERTY IS SUBJECT TO ADDITIONAL EASEMENTS OR RESTRICTIONS OF RECORD.
3. SURVEYOR DOES NOT WARRANT THE ACCURACY OF EASEMENTS AND BUFFERS THAT ARE ILLUSTRATED ON THE PLAT. THESE SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION.
4. UTILITY EASEMENTS HAVE NOT BEEN FIELD VERIFIED BY SURVEYOR. CONTACT UTILITY CONTRACTOR FOR LOCATION PRIOR TO CONSTRUCTION. (IF APPLICABLE)
5. THIS DRAWING IS FOR EXCLUSIVE USE BY CLIENT. USE BY THIRD PARTIES IS AT THEIR OWN RISK.
6. BUFFERS AND SETBACKS ARE NOT SHOWN AND SHOULD BE VERIFIED WITH THE LOCAL JURISDICTION.

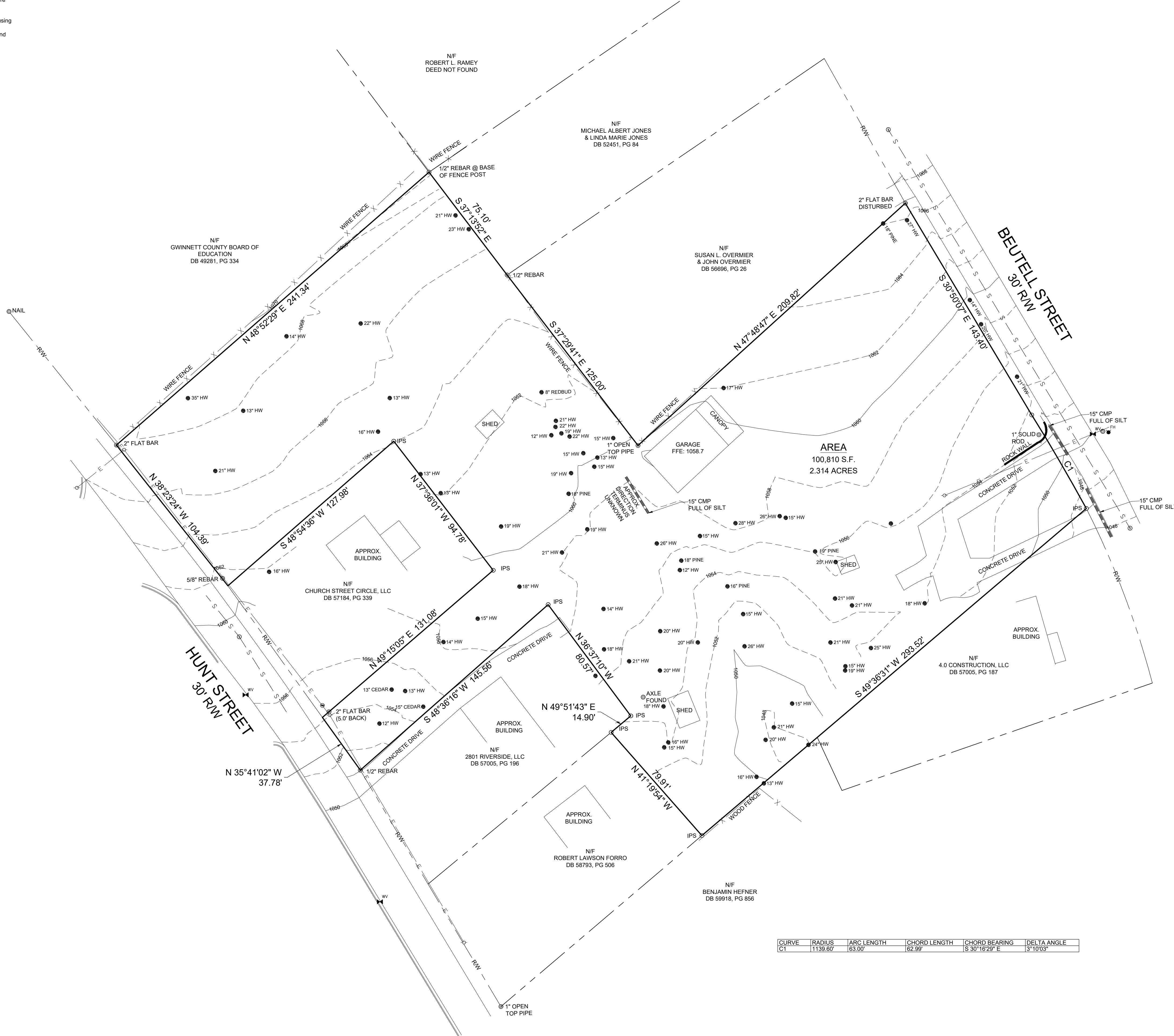
**IF YOU DIG GEORGIA...
CALL US FIRST!
1-800-282-7411
UTILITIES PROTECTION CENTER
It's The Law!**

REVISION NOTES
1. 7/3/2024 - REVISED BOUNDARY PER ADDITIONAL EVIDENCE AND PROVIDED PRIOR SURVEYS.

David A. Harper, RLS

5911 Waterway Place
Flowery Branch, GA 30542
Phone: 678.410.3004
Contact: Ashley Harper: aharper3145@gmail.com

RE-TRACEMENT SURVEY FOR:
189 HUNT ST
Parcel # R6255 081
DB 58693, PG 26
Land Lot 241, 6th District,
Norcross, Gwinnett County, Georgia
Date: 6/3/24



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1139.60'	63.00'	62.99'	S 30°16'29" E	3°10'03"

Ordinance _____ (REZ2020-0002)

An Ordinance Allowing a Planned Residential Development (PRD)

Enacting Clause: The Mayor and City Council of the City of Norcross, Georgia, after conducting a duly authorized and advertised public hearing, hereby ordains that:

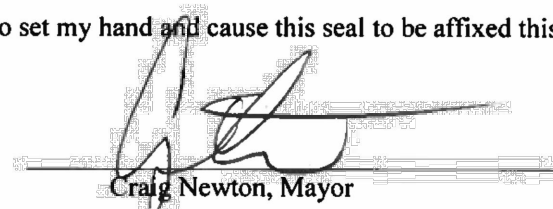
A Planned Residential Development (PRD) at 159, 189, 199 Hunt Street and 248 Beutell Street, more fully described as parcel identification numbers 6255-074, 081, 522, 299 and 140, and subject to all regulations and ordinances as adopted by the City of Norcross, and subject to the following conditions:

1. The PRD zoning designation shall be restricted to only single family primary uses and allowable home occupations and accessory uses;
2. The property shall be developed in general conformance with the site plan dated 2/22/21 and shall include 10 foot setbacks from exterior property boundaries and a minimum building separation of 7 feet;
3. In conformance with the adopted 2040 Comprehensive Plan, the development is limited to a maximum of 27 single family units;
4. The applicant shall install off-street parking or a shoulder near the mail kiosk;
5. The applicant shall relocate driveways of Lots 2 and 3 to be farther from the entrance of the proposed neighborhood subject to the approval of the City Engineer;
6. The applicant shall relocate driveway of Lot 27 to the private drive subject to the approval of the City Engineer;
7. The applicant shall install curb and gutter along the frontage of the new development on Hunt Street and Beutell Street;
8. The applicant shall make a contribution in the amount of \$575/unit to the City sidewalk fund to mitigate increased pedestrian traffic from the development onto the unimproved sections of both Hunt and Beutell Streets. The City shall prepare to program these future sidewalk improvements. Payment shall be made prior to issuance of first Certificate of Occupancy or with each issued building permit;
9. All common areas, including but not limited to streets and storm water systems, shall be maintained by a mandatory homeowner association;
10. It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks;
11. The location of any and all crosswalks and traffic calming measures within the development

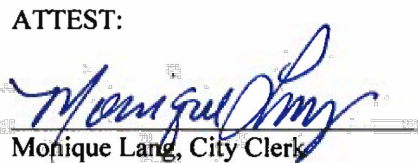
are subject to the approval of the City Engineer;

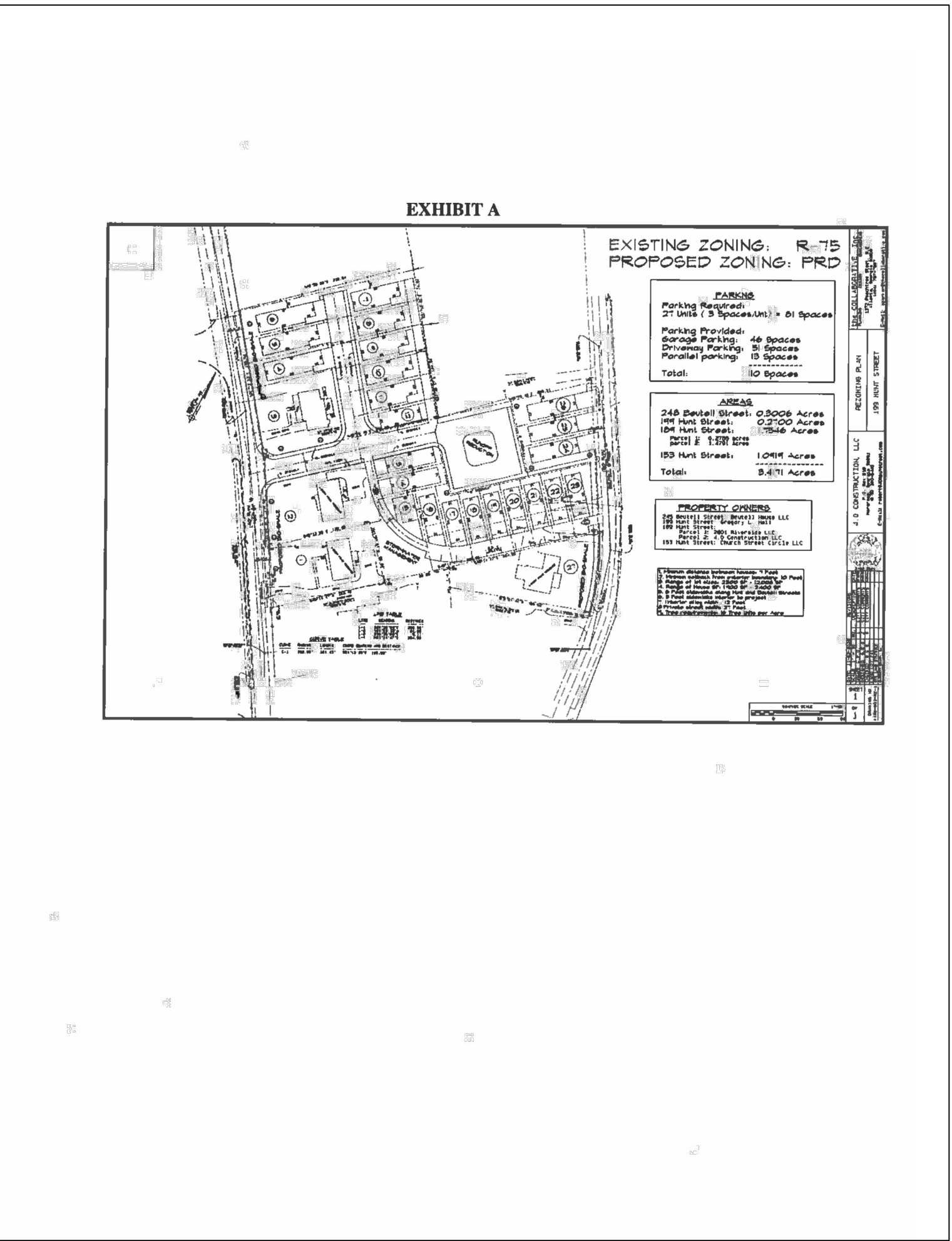
12. Plant material use on site in landscape strips and buffers are subject to final approval of the City's landscape review professional;
13. Location of stormwater detention is subject to the approval of the City Engineer;
14. All utilities shall be buried;
15. The development shall comply with the Architectural Review Board's conditions of approval;
16. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report.
17. The City through the City Engineer and Public Works Department, along with the applicant, shall review traffic patterns on both Hunt and Beutell Streets for possible future roadway improvements.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this 5th day of April 2021


Craig Newton, Mayor

ATTEST:


Mofique Lang, City Clerk



JDM CONSULTANTS

DESIGN
CONSULTING
CONSTRUCTION MANAGEMENT

P.O. BOX 366411
ATLANTA, GA 30336
(205) 266-1648
darrell@jdmconsultantsllc.com
jdmconsultantsllc@gmail.com

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SEAL:



GSWCC # 77396 EXP. DATE: 7/1/2025

REVISIONS:		
NO.	DATE	DESCRIPTION

PROJECT:

ANDERSON PLACE SUBDIVISION

248 BEUTELL STREET
NORCROSS, GA 30071
LAND LOT 255, DIST 6
GWINNETT COUNTY, GA

SHEET TITLE:

ZONING CONDS.

DESIGNED BY: JDM
DRAWN BY: DJ
CHECKED BY: DJ
APPROVED BY: JDM

SCALE: AS SHOWN
DATE: 01-27-2025
PROJECT NO.: 24-271

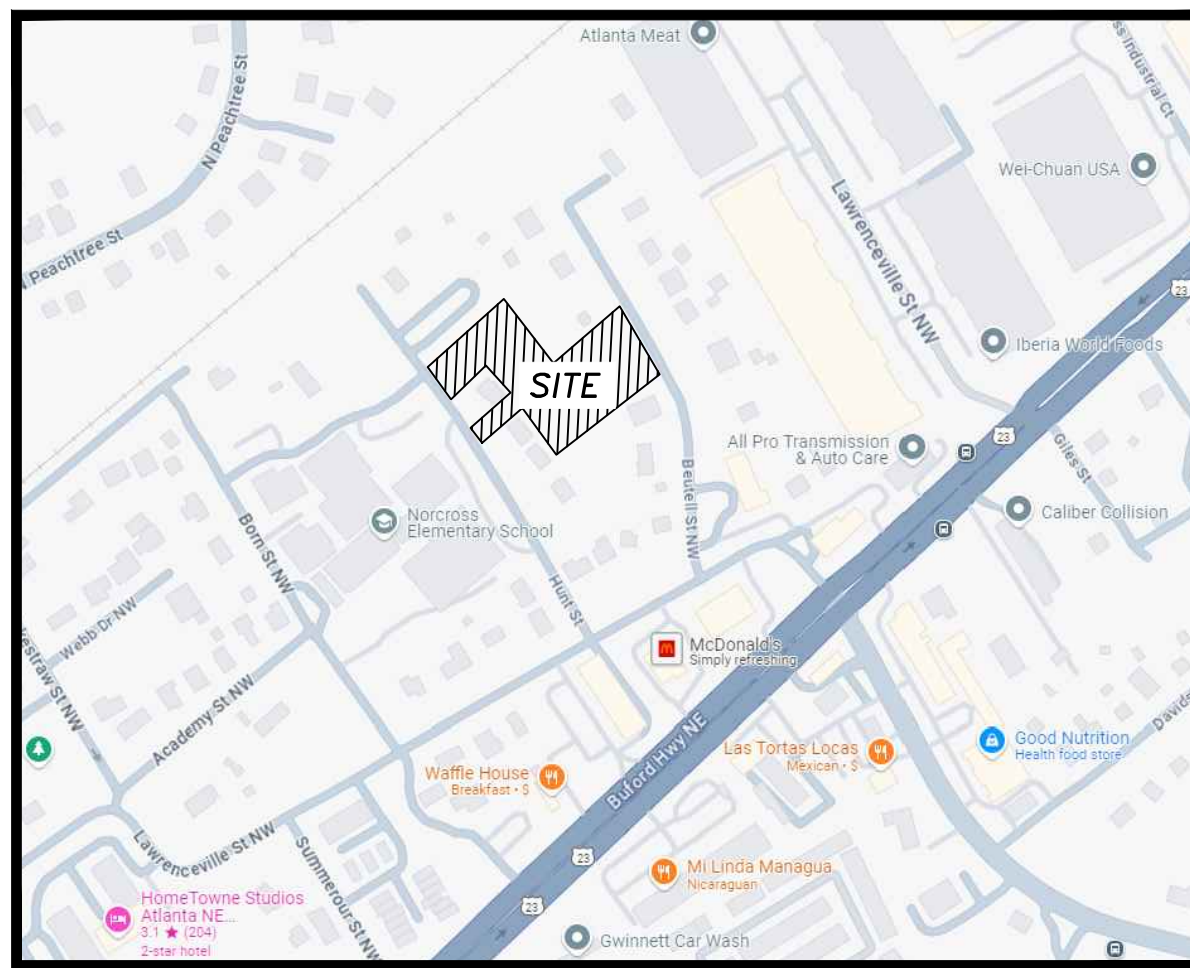
SHEET:

2 OF 4


Know what's below.
Call before you dig.

ANDERSON PLACE SUBDIVISION

SINGLE FAMILY RESIDENTIAL COMMUNITY
SITUATED WITHIN THE CITY OF NORCROSS,
LAND LOT 255, DIST. 6
GWINNETT COUNTY, GA



VICINITY MAP
NOT TO SCALE

SITE DATA

COMBINED LOT SIZE	= 148,157 SF (3.40 AC.)
-189 HUNT STREET (PARENT)	= 100,810 SF (2.31 AC.)
-248 BEUTELL STREET	= 11,668 SF (0.27 AC.)
-199 HUNT STREET	= 11,708 SF (0.27 AC.)
-189 HUNT STREET	= 11,765 SF (0.27 AC.)
-153 HUNT STREET	= 12,206 SF (0.28 AC.)

ZONING

JURISDICTION	CITY OF NORCROSS
CURRENT ZONING	PRD (PLANNED RESIDENCE DIST.)

DEVELOPMENT PROPOSAL

PROP. DENSITY	27 LOTS (7.94 LOTS/AC.)
MIN. LOT SIZE	1,700 SF
MIN. LOT WIDTH	24'
MIN. BLDG. AREA	1,200 SF
PERIMETER SETBACK	10'
MIN. BLDG. SEPARATION	7'
8' SIDEWALK ALONG BEUTELL & HUNT STREET	
5' SIDEWALK INTERIOR TO PROJECT	
INTERIOR ALLEY WIDTH	12'
PRIVATE STREET WIDTH	17'
TREE DENSITY	16 TREE UNITS/AC.

PARKING

PARKING REQUIRED	3 SPACES/DWELLING UNIT =81 SPACES
PARKING PROVIDED	2 SPACES (GARAGE)/UNIT + 1/DRIVEWAY + 11 SURFACE PARKING =92 PARKING SPACES

OWNER

LALANI RESIDENTIAL DEVELOPMENTS, LLC
34 PEACHTREE STREET NW, STE. 2800
ATLANTA, GA 30303
CONTACT: DAVID TRACHT
PHONE: 404.545.1765

CIVIL ENGINEER

JDM CONSULTANTS, LLC
P.O. BOX 366411
ATLANTA, GA 30336
PHONE: (205) 266-1648
CONTACT: DARRELL JOHNSON

SURVEY NOTES

1. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD BOTH WRITTEN AND UNWRITTEN.
2. NORTH ARROW AND BEARINGS SHOWN HEREON ARE BASED ON GA WEST ZONE NAD 83 ADJUSTED 2011. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS EXPRESSED IN U.S. SURVEY FEET.
3. DISTANCE ON PLAT SHALL BE HORIZONTAL.

NOTE

BURY PITS WILL NOT BE UTILIZED ON THIS PROJECT.

THE FLOOD ZONE(S) SHOWN HEREON ARE BASED ON THE FEMA F.I.R.M. PANEL NUMBER 13121C0144F EFFECTIVE DATE SEPTEMBER 18, 2013. THIS SITE LIES WITHIN ZONE "X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN" AND ZONE "AE".

SITE LEGEND

- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING SETBACK LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED SETBACK LINE
- ===== 24" CURB AND GUTTER
- STOP STOP BAR (PAVEMENT MARKING)
- TRAFFIC FLOW ARROW (PAVEMENT MARKING)
- HANDICAP STALL
- A.D.A. STD HANDICAP RAMP
- PARKING SPACE COUNT
- SIGN
- CONCRETE
- STANDARD DUTY PAVING
- PROPOSED STREET LIGHTS

LOT AREA SUMMARY

LOT #	ADDRESS	AREA (SF)	AREA (AC.)
1	199 HUNT STREET	10302	0.24
2	189 HUNT STREET	10914	0.25
3	153 HUNT STREET	9455	0.22
4	T.B.D.	3518	0.08
5	T.B.D.	3355	0.08
6	T.B.D.	3931	0.09
7	T.B.D.	3685	0.08
8	T.B.D.	3024	0.07
9	T.B.D.	3020	0.07
10	T.B.D.	3018	0.07
11	T.B.D.	3016	0.07
12	T.B.D.	2172	0.05
13	T.B.D.	2065	0.05
14	T.B.D.	2435	0.06
15	T.B.D.	1744	0.04
16	T.B.D.	2211	0.05
17	T.B.D.	1934	0.04
18	T.B.D.	1876	0.04
19	T.B.D.	1876	0.04
20	T.B.D.	1876	0.04
21	T.B.D.	1876	0.04
22	T.B.D.	1876	0.04
23	T.B.D.	2686	0.06
24	T.B.D.	3249	0.07
25	T.B.D.	2836	0.07
26	T.B.D.	4172	0.10
27	248 BEUTELL STREET	13939	0.32
28 "HOA"	T.B.D.	42089	0.97
TOTAL		148150	3.40

SITE NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS AND SITE WORK SPECIFICATIONS AND SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL CODES.
2. REFERENCE ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS, SIDEWALKS, STEPS, TRANSFORMER PADS, ETC.
3. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHOWN TO BUILDINGS ARE TO OUTSIDE FACE OF BUILDING.
4. ALL TRAFFIC SIGNS SHALL CONFORM TO THE UNIFORM TRAFFIC CONTROL MANUAL AND THE STATE OF GA DEPARTMENT OF TRANSPORTATION.
5. ALL STRIPED OR CURBED RADII SHALL BE 5' UNLESS OTHERWISE NOTED.
6. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO ANY EXISTING IMPROVEMENTS, ONSITE OR OFF SITE, SUCH AS PAVEMENT, UTILITIES, STORM DRAINAGE, ETC. THE REPAIR MUST BE APPROVED BY THE ENGINEER AND BE EQUAL OR BETTER THAN EXISTING CONDITIONS.
7. SITE LIGHTING SHALL BE INCLUDED IN THE GENERAL CONTRACTOR'S SCOPE OF WORK. ALL PARKING LOT LIGHTING POLES, BASES AND FIXTURES WITH LAMPS SHALL BE INSTALLED BY THE GENERAL CONTRACTOR'S ELECTRICAL CONTRACTOR AND SHALL SUPPLY A ONE YEAR WARRANTY CERTIFICATE.
8. CONTRACTOR SHALL OBTAIN ALL PERMITS BEFORE CONSTRUCTION BEGINS.
9. SITE CONTRACTOR SHALL SUPPLY AS-BUILT PLANS INDICATING ALL CHANGES AND DEVIATIONS.
10. ANY DEVIATION FROM THESE PLANS MAY CAUSE THE WORK TO BE UNACCEPTABLE.
11. ANY UNANTICIPATED CONDITIONS ENCOUNTERED DURING THE CONSTRUCTION PROCESS SHALL BE IDENTIFIED TO THE ENGINEER IMMEDIATELY.
12. ALL CONCRETE SHALL BE 4,000 PSI 28 DAY COMPRESSIVE STRENGTH.
13. ALL CURB AND GUTTER WITHIN THE DEVELOPMENT SHALL BE 18".
14. PAVEMENT STRIPING SHALL BE INCLUDED IN PAVING CONTRACTOR'S SCOPE OF WORK. STRIPING WILL BE ACCORDING TO OWNER'S SPECIFICATIONS UNLESS NOTED OTHERWISE. ALL STRIPING IS TO HAVE TWO (2) COATS OF PAINT (MIN). ALL STRIPING IN R/W SHALL BE THERMOPLASTIC.
15. THE SITE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL WORK AND APPURTENANCE TO WITHIN 5' OF THE BUILDING. THIS INCLUDES TRANSFORMER AND DUMPSTER PADS AS WELL AS ALL UTILITY CONDUITS.

JDM CONSULTANTS
DESIGN
CONSULTING
MANAGEMENT

P.O. BOX 366411
ATLANTA, GA 30336
(205) 266-1648
darrell@jdmconsultantsllc.com
jdmconsultantsllc@gmail.com

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SEAL:



GSWCC # 77396 EXP. DATE: 7/1/2025

REVISIONS:

NO. DATE DESCRIPTION

PROJECT:

ANDERSON PLACE SUBDIVISION

248 BEUTELL STREET
NORCROSS, GA 30071
LAND LOT 255, DIST 6
GWINNETT COUNTY, GA

SHEET TITLE:

PRELIMINARY PLAT

DESIGNED BY: JDM

DRAWN BY: DJ

CHECKED BY: DJ

APPROVED BY: JDM

SCALE: AS SHOWN

DATE: 01-27-2025

PROJECT NO.: 24-271

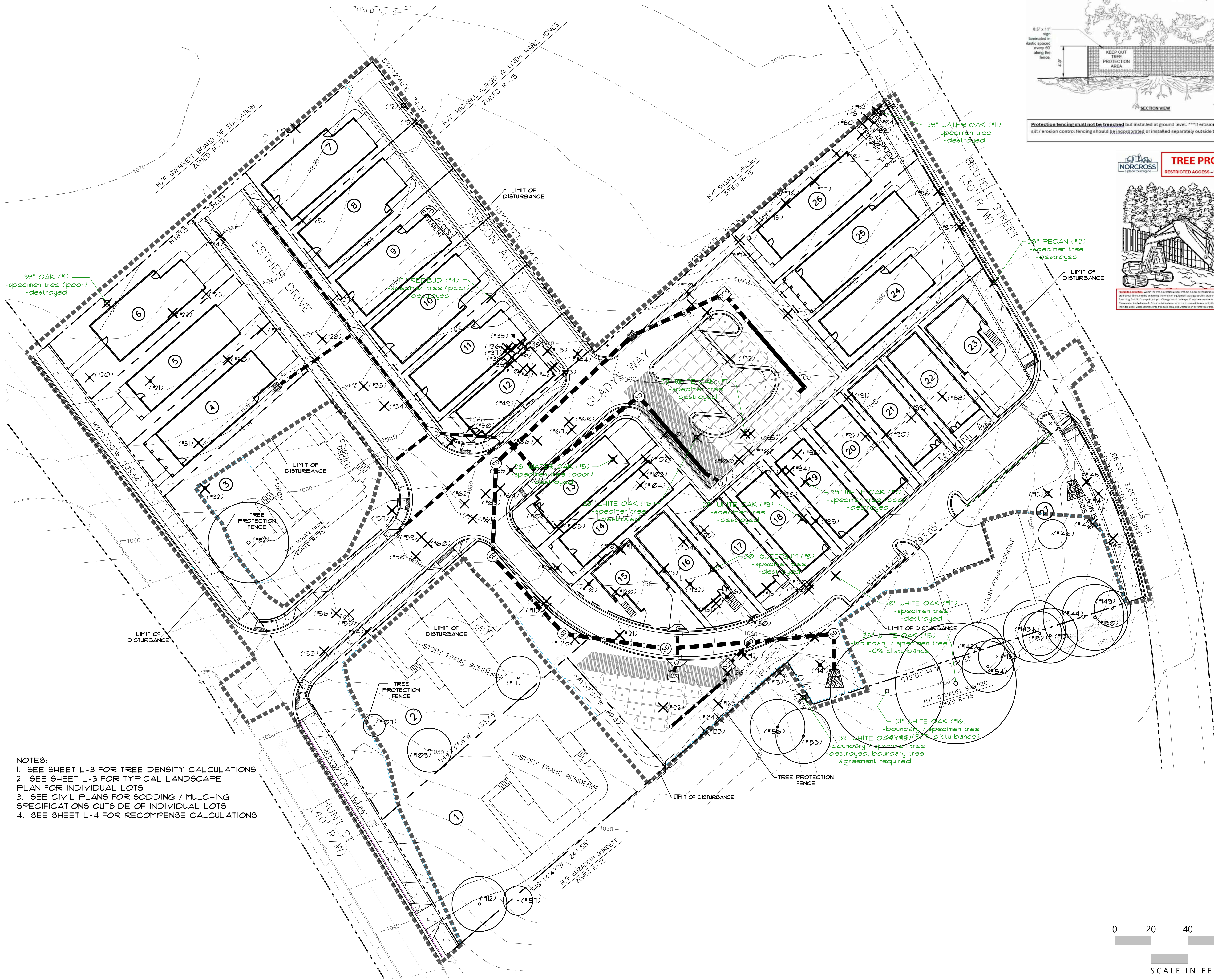
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4 OF 4

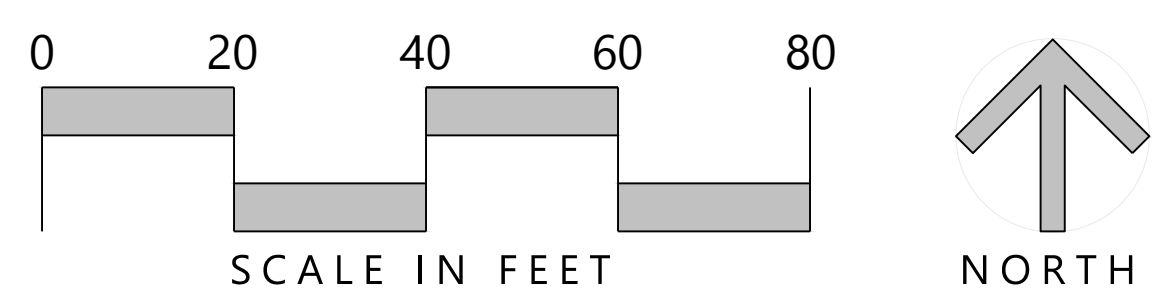
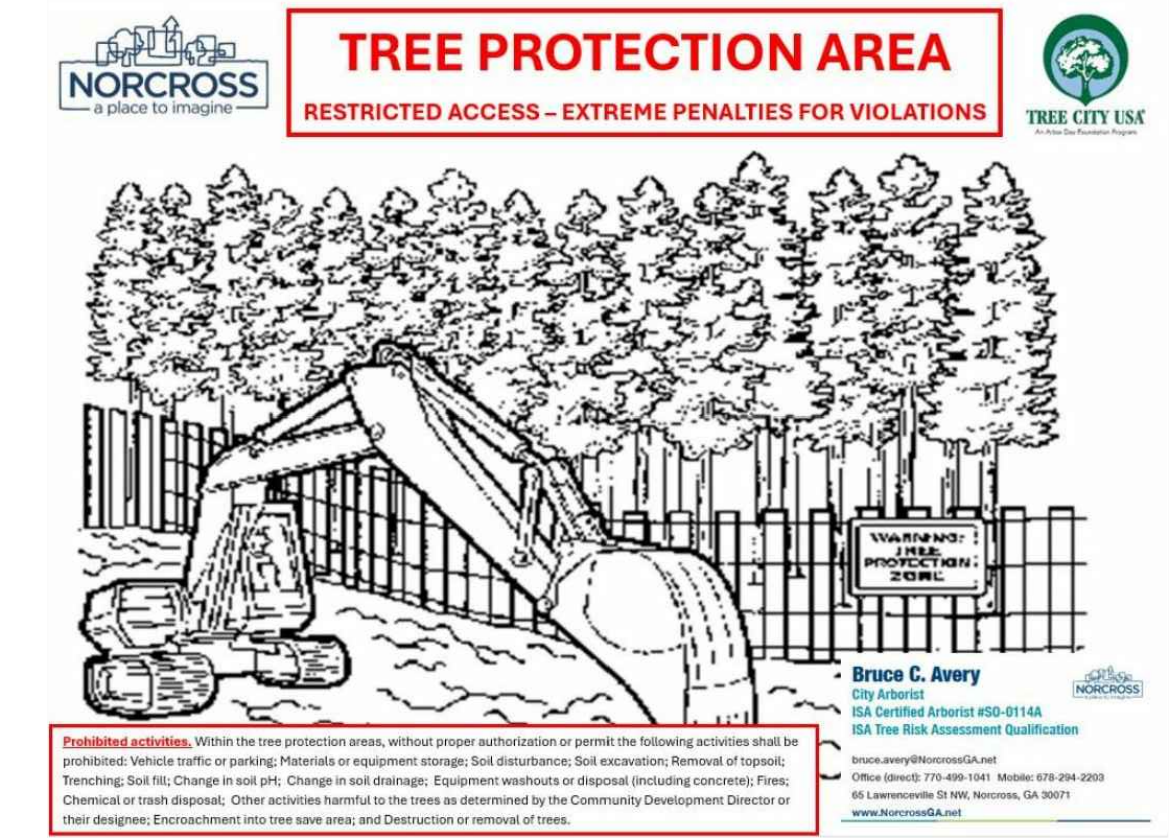
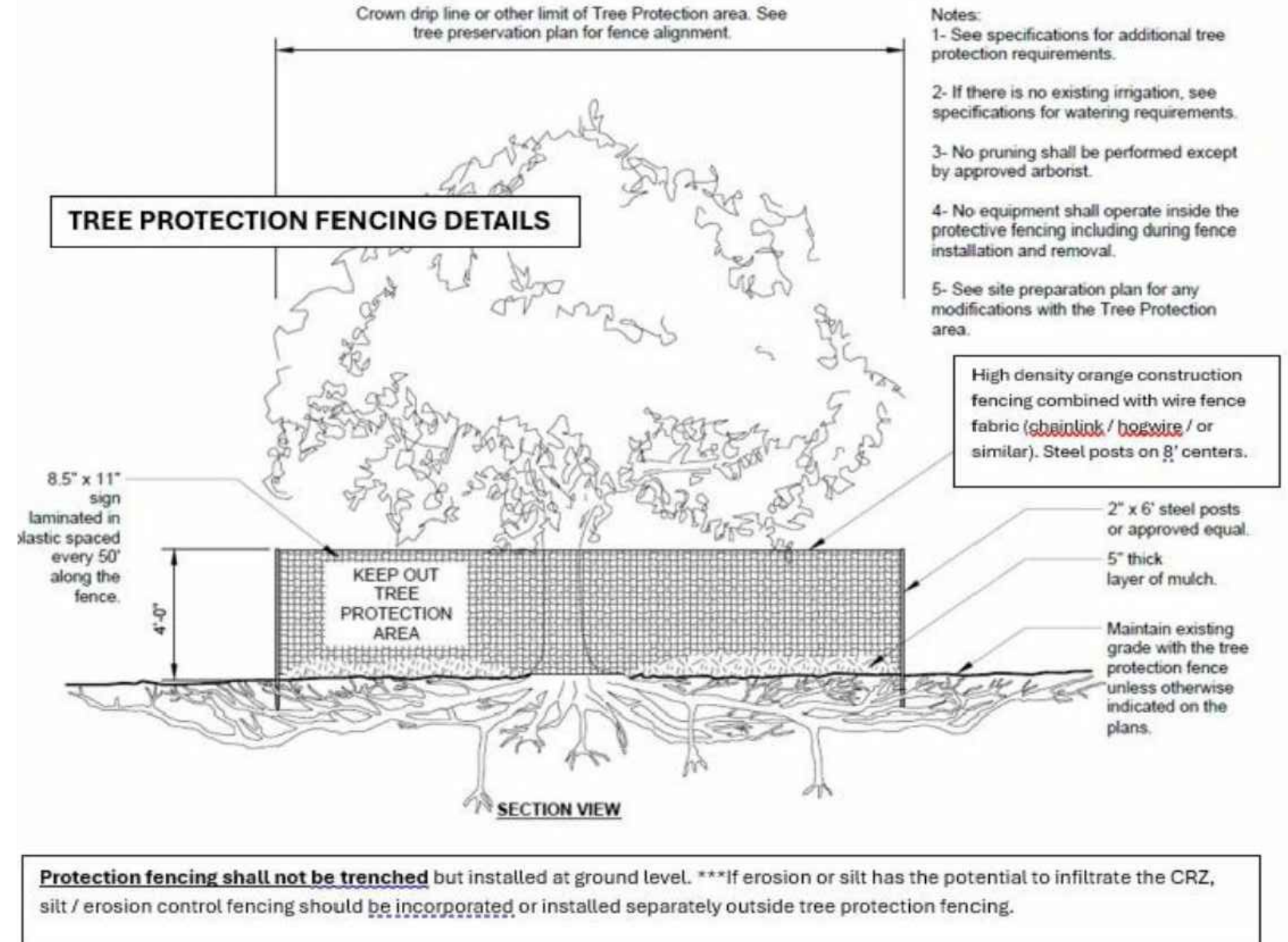


Know what's below.
Call before you dig.

24-HR CONTACT: DAVID TRACHT (404) 545-1765



NOTES:
1. SEE SHEET L-3 FOR TREE DENSITY CALCULATIONS
2. SEE SHEET L-3 FOR TYPICAL LANDSCAPE PLAN FOR INDIVIDUAL LOTS
3. SEE CIVIL PLANS FOR SODDING / MULCHING SPECIFICATIONS OUTSIDE OF INDIVIDUAL LOTS
4. SEE SHEET L-4 FOR RECOMPENSE CALCULATIONS





5388 Peachtree Road
Chamblee, GA 30341
678-827-2273

TREE REMOVAL & PROTECTION PLAN

ANDERSON PLACE SUBDIVISION
HUNT STREET & BEUTELL STREET
LAND LOT 255, 6TH DISTRICT
CITY OF NORCROSS, GEORGIA

LANDSCAPE PLAN
ANDERSON PLACE SUBDIVISION
HUNT STREET & BEUTELL STREET
LAND LOT 255, 6TH DISTRICT
CITY OF NORCROSS, GEORGIA

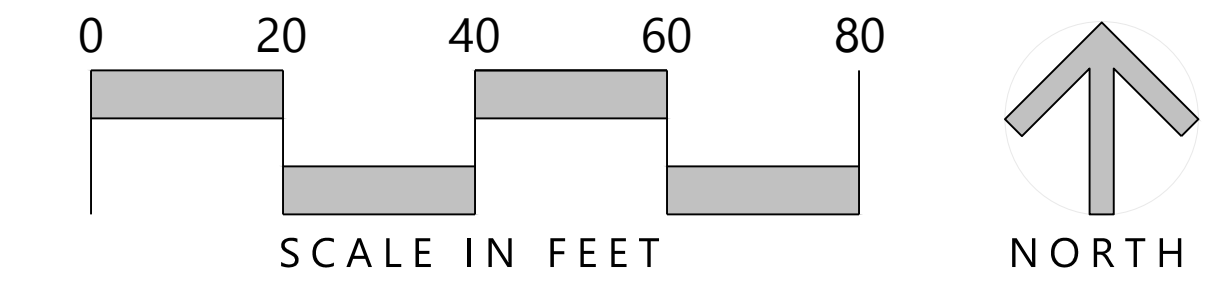
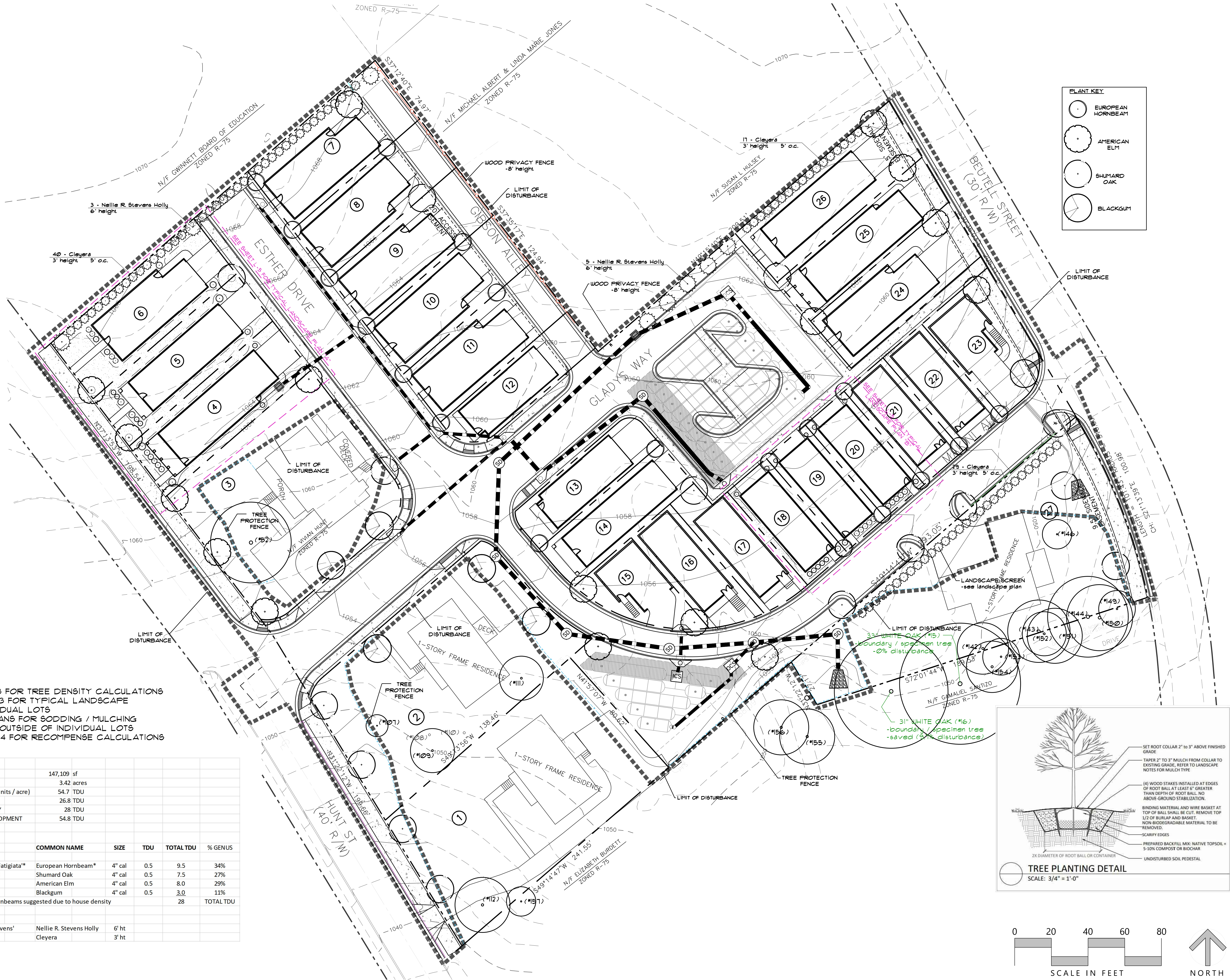
April 17, 2024
revised: 2/14/25

SHEET

L-2

- NOTES:
1. SEE SHEET L-3 FOR TREE DENSITY CALCULATIONS
 2. SEE SHEET L-3 FOR TYPICAL LANDSCAPE PLAN FOR INDIVIDUAL LOTS
 3. SEE CIVIL PLANS FOR SODDING / MULCHING SPECIFICATIONS OUTSIDE OF INDIVIDUAL LOTS
 4. SEE SHEET L-4 FOR RECOMPENSE CALCULATIONS

SITE DATA						
TOTAL SITE AREA		147,109 sf				
		3.42 acres				
REQUIRED TREE DENSITY (16 units / acre)		54.7 TDU				
PRESERVED TREE DENSITY		26.8 TDU				
NEW PLANTING TREE DENSITY		28 TDU				
TOTAL DENISTY AFTER DEVELOPMENT		54.8 TDU				
PLANT SCHEDULE						
QTY	BOTANICAL NAME	COMMON NAME	SIZE	TDU	TOTAL TDU	% GENUS
TREES						
19	Carpinus betulus 'Fatigiata'	European Hornbeam*	4" cal	0.5	9.5	34%
15	Quercus shumardii	Shumard Oak	4" cal	0.5	7.5	27%
16	Ulmus americana	American Elm	4" cal	0.5	8.0	29%
6	Nyssa sylvatica	Blackgum	4" cal	0.5	3.0	11%
*abundance of Hornbeams suggested due to house density					28	TOTAL TDU
SCREEN						
8	Ilex x 'Nellie R. Stevens'	Nellie R. Stevens Holly	6' ht			
86	Cleyera japonica	Cleyera	3' ht			





5388 Peachtree Road
Chamblee, GA 30341
678-827-2273

TYPICAL LANDSCAPE PLANS & TREE CALCULATIONS

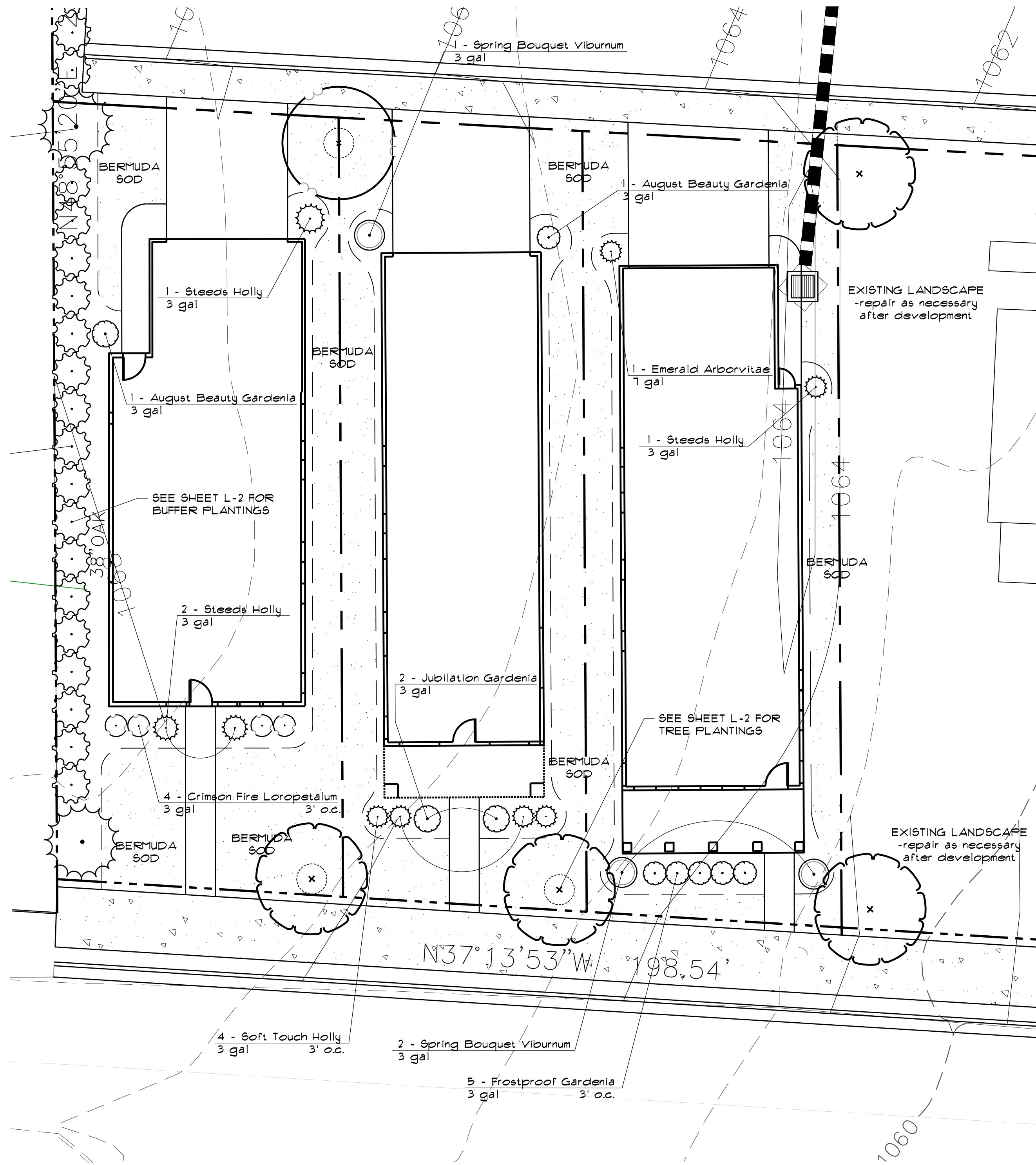
ANDERSON PLACE SUBDIVISION
HUNT STREET & BEUTELL STREET
LAND LOT 255, 6TH DISTRICT
CITY OF NORCROSS, GEORGIA

April 17, 2024
revised: 2/14/25

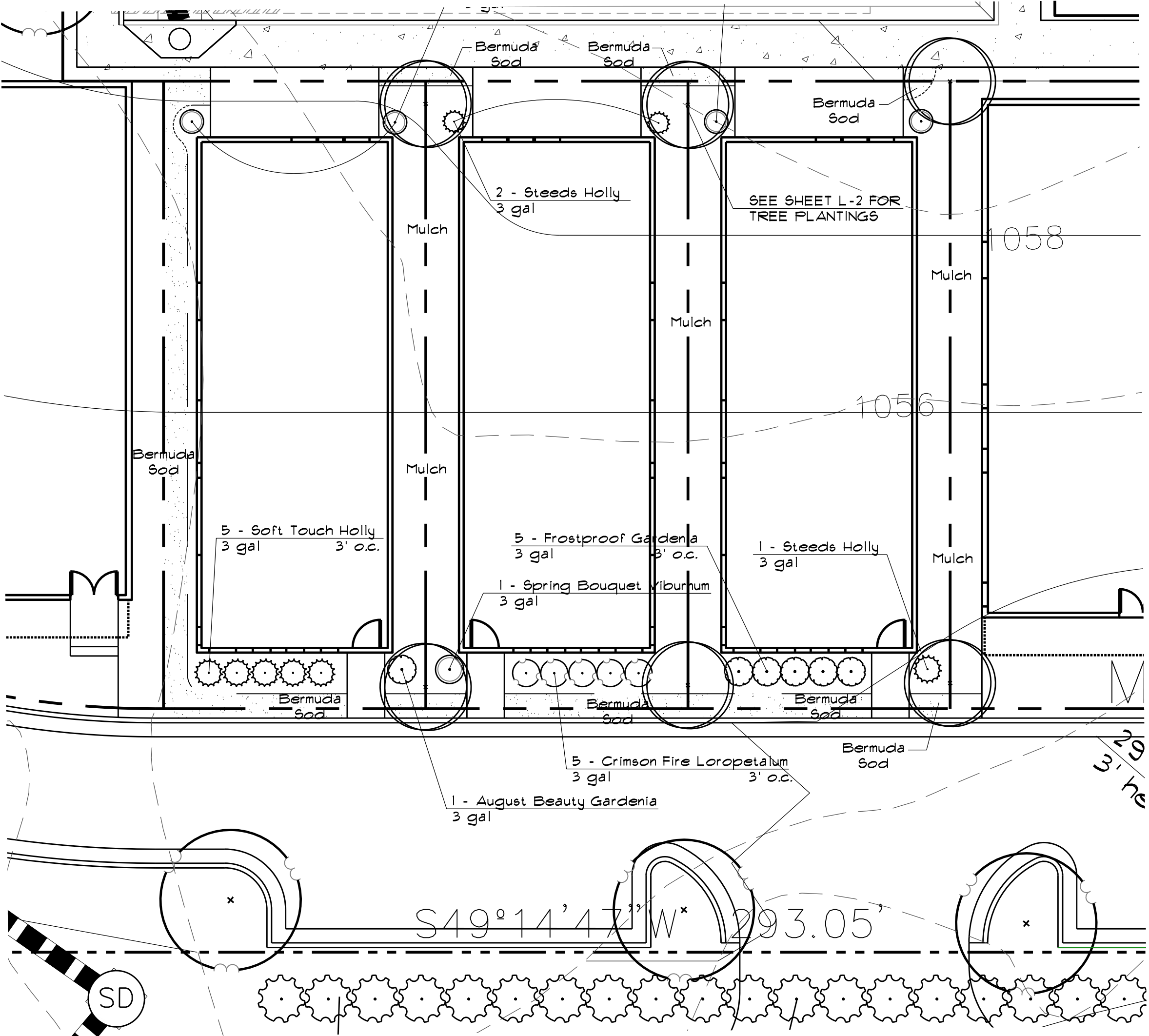
SHEET

L-3

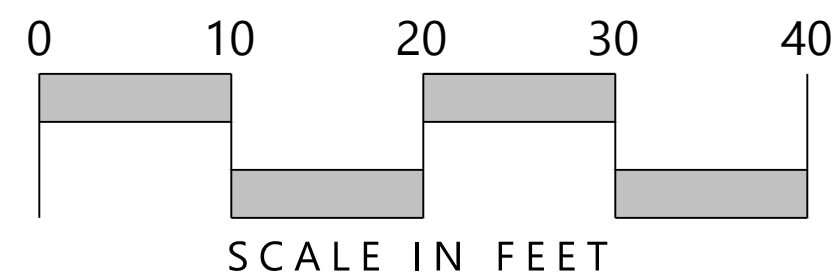
Attachment: Anderson Place Preliminary Plat (25-728) : Anderson Place Street Network Dedication)



TYPICAL LANDSCAPE PLAN 'A'



TYPICAL LANDSCAPE PLAN 'B'



TREE DATA TABLE- SUBJECT PROPERTY

TREE #	SPECIES	DBH	SPECIMEN	CONDITION	SAVED (Y/N)	TDU
1	Water Oak	39	yes	poor	N	n/a
2	Water Oak	27	no	good	N	6.0
3	Water Oak	27	no	good	N	6.0
4	Redbud	17	yes	poor	N	n/a
5	Water Oak	28	yes	poor	N	n/a
6	White Oak	35	yes	fair	N	10.0
7	White Oak	29	yes	good	N	6.4
8	Sweetgum	30	yes	good	N	6.6
9	White Oak	28	yes	good	N	6.2
10	White Oak	29	yes	poor	N	n/a
11	Water Oak	29	yes	fair	N	6.4
12	Pecan	28	yes	good	N	6.2
13	Oak	27	no	good	N	10.0
14	Oak	25	no	good	N	5.6
17	White Oak	28	yes	fair	N	6.2
20	Magnolia	10	no	n/a	N	1.7
21	Oak	25	no	n/a	N	5.6
22	Oak	14	no	n/a	N	3.0
23	Oak	10	no	n/a	N	1.7
24	Oak	15	no	n/a	N	3.3
25	Oak	20	no	n/a	N	4.6
27	Oak	12	no	n/a	N	2.1
28	Oak	16	no	n/a	N	3.6
29	Plum	8	no	n/a	N	1.3
30	Maple	14	no	n/a	N	3.0
31	Pear	14	no	n/a	N	3.0
32	Pecan	22	no	n/a	N	5.0
33	Pear	15	no	n/a	N	3.3
34	Pear	12	no	n/a	N	2.1
35	Oak	18	no	n/a	N	4.2
36	Sweetgum	15	no	n/a	N	3.3
37	Sweetgum	18	no	n/a	N	4.2
38	Sweetgum	16	no	n/a	N	3.6
39	Sweetgum	17	no	n/a	N	4.0
40	Sweetgum	9	no	n/a	N	1.5
41	Sweetgum	16	no	n/a	N	3.6
42	Sweetgum	16	no	n/a	N	3.6
43	Sweetgum	16	no	n/a	N	3.6
44	Oak	15	no	n/a	N	3.3
45	Sweetgum	16	no	n/a	N	3.6
46	Sweetgum	18	no	n/a	N	4.2
47	Sweetgum	10	no	n/a	N	1.7
48	Sweetgum	17	no	n/a	N	4.0
49	Pine	17	no	n/a	N	4.0
50	Pecan	10	no	n/a	N	1.7
51	Oak	23	no	n/a	N	5.2
52	Pecan	22	no	26% disturbance	Y	5.0
53	Magnolia	10	no	n/a	N	1.7
54	Cedar	14	no	n/a	N	3.0
55	Magnolia	11	no	n/a	N	1.9
56	Cedar	10	no	n/a	N	1.7
57	Oak	18	no	n/a	N	4.2
58	Oak	12	no	n/a	N	2.1
59	Oak	11	no	n/a	N	1.9
60	Oak	8	no	n/a	N	1.3
61	Oak	8	no	n/a	N	1.3
62	Hickory	17	no	n/a	N	4.0
63	Hickory	10	no	n/a	N	1.7
64	Oak	12	no	n/a	N	2.1
65	Oak	20	no	n/a	N	4.6
66	Oak	17	no	n/a	N	4.0
67	Hickory	12	no	n/a	N	2.1
68	Oak	9	no	n/a	N	1.5
69	Sweetgum	9	no	n/a	N	1.5
70	Magnolia	17	no	n/a	N	4.0
71	Oak	15	no	n/a	N	3.3
72	Pecan	10	no	n/a	N	1.7
73	Black Walnut	15	no	n/a	N	3.3
74	Cherry	8	no	n/a	N	1.3
75	Oak	12	no	n/a	N	2.1
76	Maple	15	no	n/a	N	3.3
77	Sweetgum	9	no	n/a	N	1.5
78	Poplar	17	no	n/a	N	4.0
79	Poplar	12	no	n/a	N	2.1
80	Pine	10	no	n/a	N	1.7
81	Pine	9	no	n/a	N	1.5
82	Pine	9	no	n/a	N	1.5
83	Pine	7	no	n/a	N	1.2
84	Cherry	8	no	n/a	N	1.3
85	Sweetgum	9	no	n/a	N	1.5
86	Sweetgum	8	no	n/a	N	1.3
87	Oak	17	no	n/a	N	4.0
88	Cypress	13	no	n/a	N	2.3
89	Cypress	10	no	n/a	N	1.7
90	Holly	10	no	n/a	N	1.7
91	Cypress	10	no	n/a	N	1.7
92	Pecan	17	no	n/a	N	4.0
93	Magnolia	9	no	n/a	N	1.5
94	Magnolia	8	no	n/a	N	1.3
95	Oak	14	no	n/a	N	3.0
96	Magnolia	9	no	n/a	N	1.5
97	Pine	19	no	n/a	N	4.4
98	Oak	17	no	n/a	N	4.0
99	Oak	22	no	n/a	N	5.0
100	Magnolia	8	no	n/a	N	1.3
101	Hickory	12	no	n/a	N	2.1
102	Oak	14	no	n/a	N	3.0
103	Pine	17	no	n/a	N	4.0
104	Oak	15	no	n/a	N	3.3
105	Oak	12	no	n/a	N	2.1
106	Oak	11	no	n/a	N	1.9
107	Magnolia	6	no	15% disturbance	Y	1.0
109	Magolia	12	no	0% disturbance	Y	2.1
111	Cedar	12	no	0% disturbance	Y	2.1
112	Maple	15	no	0% disturbance	Y	3.3
112b	Paulownia	12	na	n/a	N	2.1
113	Cherry	10	no	n/a	N	1.7
114	Oak	17	no	n/a	N	4.0
115	Oak	17	no	n/a	N	4.0
116	Oak	20	no	n/a	N	4.6
117	Hickory	10	no	n/a	N	1.7
118	Oak	14	no	n/a	N	3.0
119	Oak	18	no	n/a	N	4.2
120	Oak	17	no	n/a	N	4.0
121	Paulonia	16	no	n/a	N	3.6
122	Magnolia	10	no	n/a	N	1.7
123	Cherry	14	no	n/a	N	3.0
124	HW	13	no	n/a	N	2.3
125	Sweetgum	12	no	n/a	N	2.1
126	Oak	18	no	n/a	N	4.2
127	Oak	22	no	n/a	N	5.0
130	Oak	18	no	n/a	N	4.2
131	Oak	8	no	n/a	N	1.3
132	Oak	22	no	n/a	N	5.0
133	Oak	18	no	n/a	N	4.2
134	Poplar	18	no	n/a	N	4.2
135	Oak	15	no	n/a	N	3.3
136	Oak	20	no	n/a	N	4.6
137	Magnolia	8	no	n/a	N	1.3
138	Oak	15	no	n/a	N	3.3
139	Oak	17	no	n/a	N	4.0
140	Oak	17	no	n/a	N	4.0
141	Oak	22	no	n/a	N	5.0
142	Oak	14	no	0% disturbance	Y	3.0
143	Poplar	17	no	0% disturbance	Y	4.0
144	Oak	22	no	0% disturbance	Y	5.0
145	Blackgum	12	no	n/a	N	2.1
146	Cedar	8	no	0% disturbance	Y	1.3
147	Poplar	17	no	n/a	N	4.0
148	Pine	20	no	n/a	N	4.6
						26.8 TOTAL PRESERVED TDU
						415.5 TOTAL DESTROYED TDU
						55.8 DESTROYED SPECIMEN TDU*
						*Includes boundary tree #18
						see sheet L-3 for recompense calculations

TREE DATA TABLE - BOUNDARY TREES

TREE #	SPECIES	DBH	SPECIMEN SIZE	CONDITION	SAVED (Y/N)	TDU
15	White Oak	33	yes	fair / 0% disturbance	Y	8.4
16	White Oak	31	yes	fair / 9.7% disturbance	Y	7.2
18	White Oak	32	yes	good	N*	7.8
19	White Oak	25	no	good	N*	4.4
26	Pecan	10	no	n/a	N*	1.7
149	Magnolia	10	no	4.1% disturbance	Y	1.7
150	Pine	18	no	0% disturbance	Y	4.2
151	Pine	15	no	0% disturbance	Y	3.3
152	Oak	12	no	0% disturbance	Y	2.1
153	Oak	10	no	0% disturbance	Y	1.7
154	Oak	14	no	0% disturbance	Y	3
155	Oak	15	no	0% disturbance	Y	3.3
156	Poplar	15	no	0% disturbance	Y	3.3
157	Cherry	8	no	0% disturbance	Y	1.3

*boundary tree agreements provided on sheet L-3

Tree Evaluation Report

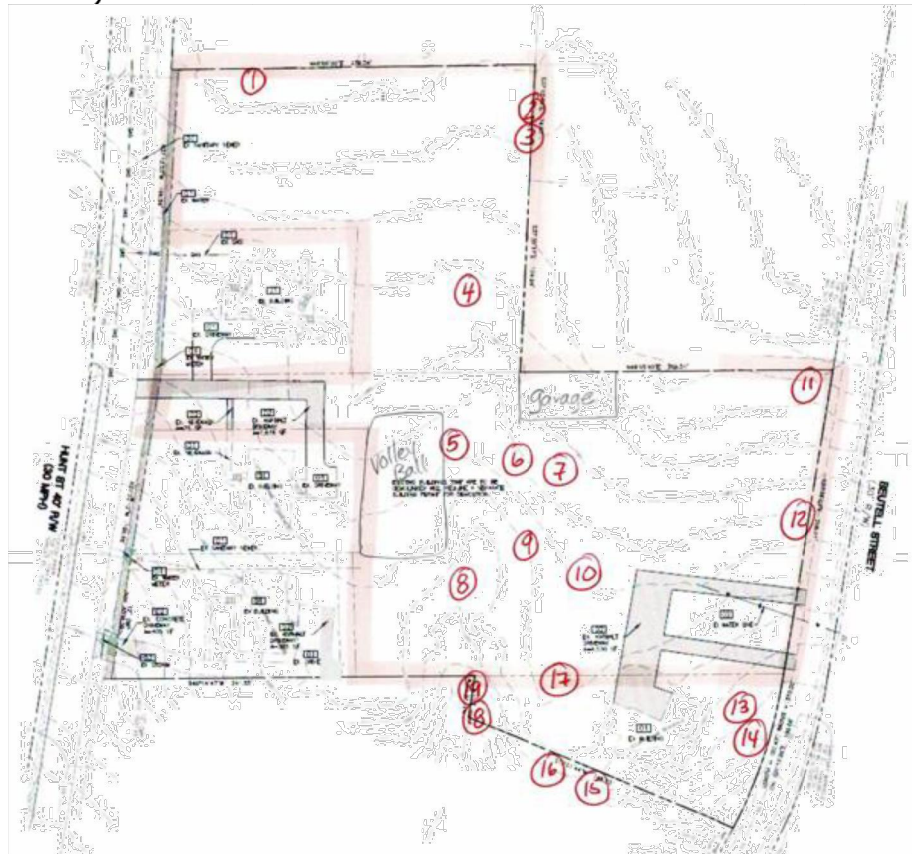
189 Hunt Street, Norcross, GA 30071

May 5, 2024

Description of property/project:
This is a series of vacant lots around 189 Hunt Street in Norcross, Georgia. The site visit took place on May 2, 2024. Specimen trees were identified and tagged, diameters were verified, and conditions were noted.

- Norcross Code: 630-70.3 Specimen Tree Identification.**
A. Identification Criteria. Tree must meet size criteria in number 1. and in number 2. below tree must meet conditions a. through e. Conditions f. and g. are optional.
- Tree Size:
 - Large Hardwood: 28 inch diameter or larger
 - Large Softwood: 30 inch diameter or larger
 - Small Native Flowering: 12 inch diameter or larger
 - The list below indicates small native flowering specimen tree types:
 - Cercis canadensis*, Eastern Redbud
 - Cornus florida*, Flowering Dogwood
 - Amelanchier arborea*, Serviceberry
 - Oxydendrum arboretum*, Sourwood
 - Condition:
 - A life expectancy of greater than 10 years.
 - A sound and solid trunk with no extensive decay or hollow, and less than 20 percent radial trunk dieback.
 - No more than one major and three minor dead limbs (hardwoods only).
 - No major insect problem.
 - No major pathological problem (fungus, virus etc.).
 - Exceptional quality.
 - Of historical significance.

Provided Site Plan:
(Tree locations are approximate.)



Page 5

189 Hunt Street, Norcross

Tree 10 – Tag #753



Pictures of trees in fair condition:

Tree 6 Tag #748



Page 2

189 Hunt Street, Norcross

Observations: The following visual observations (Level 2 Assessment) were made from the ground and no climbing or invasive tests were performed. The diameters were measured at breast height (DBH), 4 ½ feet off the ground with a diameter tape. Use the information in the tree table below as those data are correct.

Tree Data:					
Tree #	Specimen Tag #	Species	Actual DBH	Notes	Condition
1	745	Water Oak	39"	Large main limb failure creating a large trunk wound; 1 main dead limb	Poor
2		Water Oak	27"	Not specimen size	Good
3		Water Oak	27"	Not specimen size	Good
4	746	Redbud	17"	2-trunks, half dead, broken	Poor
5	747	Water Oak	28"	Bifurcated at 25', 1 low dead limb, trunk damage	Poor
6	748	White Oak	35"	Bifurcated at 10', minor included bark	Fair
7	749	White Oak	29"	Minor dead low limbs	Good
8	750	Sweetgum	30"	No issues, appears healthy	Good
9	751	White Oak	28"	No issues, appears healthy	Good
10	753	White Oak	29"	Growing against concrete storage bldg, 1 main dead and minor limbs, compromised root system	Poor
11	755	Water Oak	29"	Leaning, pine growing at base, one-sided	Fair
12	754	Pecan	28"	Lots of hylivines	Good
13		Oak	27"	Boundary tree - Not specimen size	Good
14		Oak	25"	Boundary tree - Not specimen size	Good
15	no tag	White Oak	33"	Boundary tree (Not tagged, Not impacted)	Fair
16	756	White Oak	31"	Boundary tree, co-dominant @S 1/2' – IMPACTED but saved	Fair
17	752	White Oak	28"	Shared tree? - Swelling at base, one-sided, 1 main dead and minor limbs	Fair
18	757	White Oak	32"	Boundary tree - No issues, appears healthy, 1 dead limb	Good
19		White Oak	25"	Boundary tree - Not specimen size	Good

- Nineteen trees were verified based on the diameters provided on the site plan.
- Five of these overstory trees were less than 28" DBH, thus not of specimen size.
 - Out of the 14 specimen trees:
 - 10 were on site – 6 of which are in fair to good condition,
 - 1 appears to be on the property line and shared with the neighboring property at 248 Beutell Street,
 - 4 appear to be boundary trees on neighboring properties.

Specimen Tree Recompense:						
Tree #	Species	On Site	DBH	TDU	Fee	Total Recompense
6	White Oak	YES	35"	10	\$500	\$5,000
7	White Oak	YES	29"	6.4	\$500	\$3,200
8	Sweetgum	YES	30"	6.6	\$500	\$3,300
9	White Oak	YES	28"	6.2	\$500	\$3,100
11	Water Oak	YES	29"	6.4	\$500	\$3,200
12	Pecan	YES	28"	6.2	\$500	\$3,100
17	White Oak	Shared	28"	6.2	\$500	\$3,100
18	White Oak	NO	32"	7.8	\$500	\$3,800
						\$27,900

Page 6

189 Hunt Street, Norcross

Tree 11 Tag #755



Tree 16 Tag #756 (Boundary Tree)



Page 3

189 Hunt Street, Norcross

Pictures of trees in poor condition:

Tree 1 Tag #745



Tree 4 – Tag #746



Page 7

189 Hunt Street, Norcross

Tree 17 Tag #752 (Shared Tree)



Comments:
Trees with structural weakness, i.e. wounds/cavities, growing against a structure or through a fence, unbalanced crowns or compromised root systems can make a tree more vulnerable to failure or decline and are not sustainable. Cavities or holes anywhere in the tree are concerns. Decay and rot develop and create a weak area in the tree. They have a higher vulnerability for decay, pathogen attack and failure. Once trees are showing signs of dieback, they may be declining and are at risk of failure. Dead wood will fall and may cause damage or injury. Below ground structure is important for supporting and anchoring the tree in wind and water conditions.

- Recommendations:**
- Remove trees in poor condition. Permission from owners of neighboring trees must be granted along with city approval. Protect remaining trees.
 - Recompense is required on trees being removed in fair to good condition.
 - Prune remaining trees for health and safety – remove dead and weak limbs and those limbs close to current or future structures. Prune limbs for construction equipment access to the site.
 - Monitor all remaining trees for changes in health during construction.
 - Tree work should be performed by a reputable tree company to proper standards and specifications. Consult with the International Society of Arboriculture for specific guidelines on tree removal, pruning and replanting, www.isa-arbor.com.

Final Notes:
This report serves as an assessment of the specified trees. I certify that all the statements in this report are true, complete, and correct to the best of my knowledge and belief, and that they are made in good faith. All trees will fail. No arborist can state exactly when, where, or how a tree will fail. Trees with weaknesses are more vulnerable to failure. Live trees that appear healthy may fall as an "act of God" or with significant weather or environmental conditions that cannot be controlled. All recommendations made in this report are the sole responsibility of the contractor to address, thus assuming any risk associated with not performing such recommendations.

This information was generated by Heidi Rieckermann Harrington, Certified Arborist (ISA #NY-1074A), Certified Forester (SAF #2756), HRH Trees, LLC.

Page 4

189 Hunt Street, Norcross

Tree 4 – Tag #746



Tree 5 – Tag #747





BOUNDARY TREE AGREEMENT

Date: 4/18/2024
Address of owner or co-owner of the tree
211 HUNT STREET NORCROSS, GA 30071
189 HUNT STREET NORCROSS, GA 30071
Address where construction will occur
#EPN2022-01111
Permit Application #

TO WHOM IT MAY CONCERN

I, BENJAMIN HEFNER & MARY JEANETTE HARTSHORN (print name) owner/co-owner of the tree(s) give
LILIAN RESIDUAL DEVELOPMENTS (print name) builder/developer permission to
destroy or impact my tree(s) that straddle(s) the boundary of our property during
construction activities.

Describe each tree by species, diameter at breast height, location, and if to be destroyed
or impacted:

Tree 1: 1-30" OAK

Tree 2: 1-28" OAK

Tree 3:

CHECK WHICH APPLIES: may be one or both conditions.
(☒) For tree(s) destroyed - I have seen the site plan and am aware that the tree(s) is
considered destroyed. If the tree(s) is removed, it will be at the builder/developer's cost
and the area around the tree(s) shall be returned to the condition it was prior to the tree(s)
removal. You or the tree removal company must provide me with proof of workman's
compensation and general liability insurance coverage, prior to removing tree(s). This
insurance shall cover any damage to my property during the tree removal process.
Replacement tree(s) planted on my property, will be selected by me using Norcross
City's list of recommended trees.
() for impacted trees - I have been provided a silvicultural prescription stamped
PAID. The prescription was developed by an Int'l Society of Arboricultural certified
arborist and accepted by the City of Norcross. This prescription cannot be cancelled,
terminated, or otherwise modified without my consent and the approval of the City of

REVISED FEBRUARY 2024

Page Two: City of Norcross
Boundary Tree Agreement

Norcross. I give the certified arborist right-of-entry to my property to treat the tree(s)
according to the prescription.

Benjamin Hefner
Print name of owner/co-owner of tree(s)
Signature of owner/co-owner of tree(s)
Signature of builder/developer

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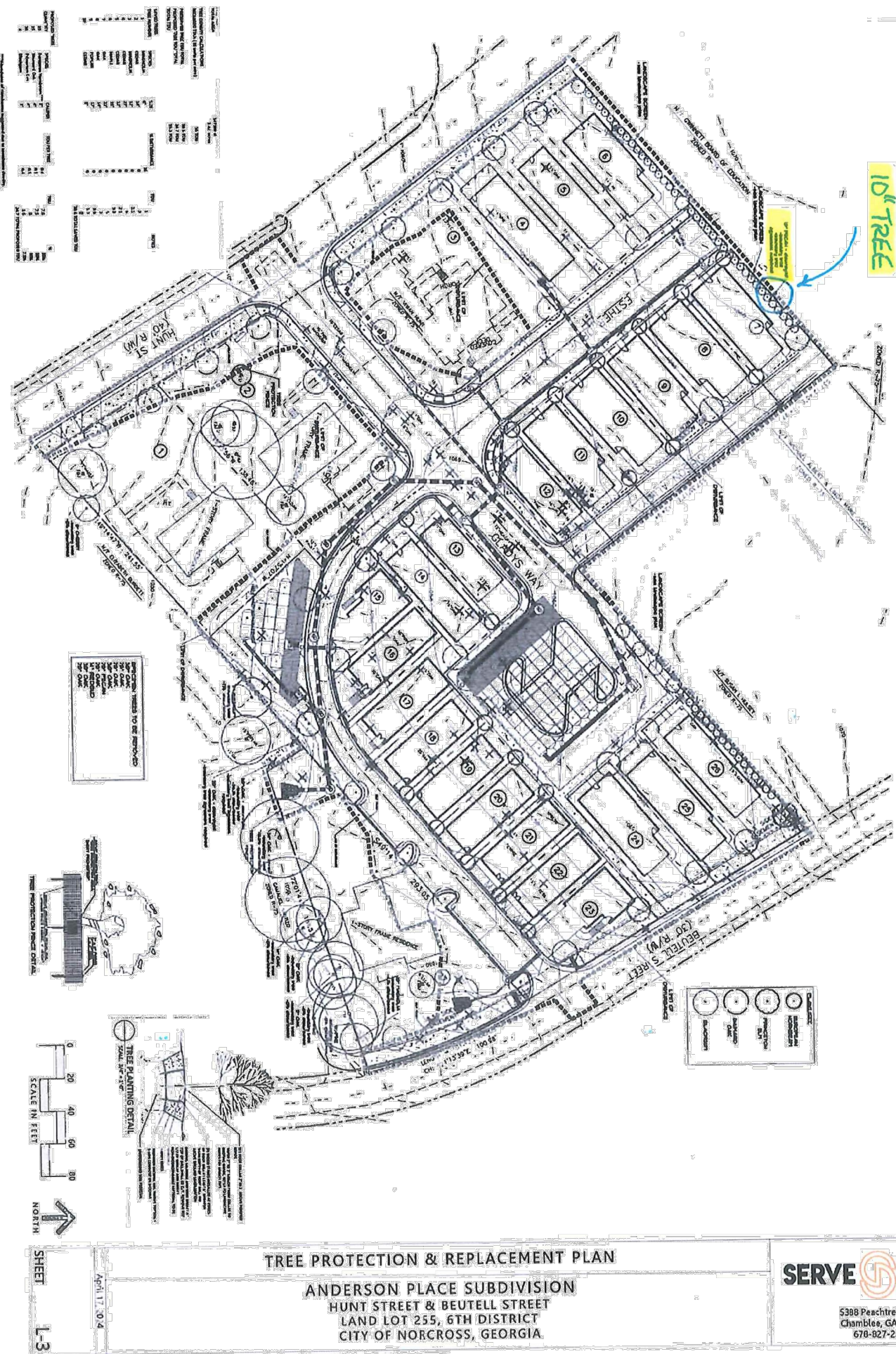
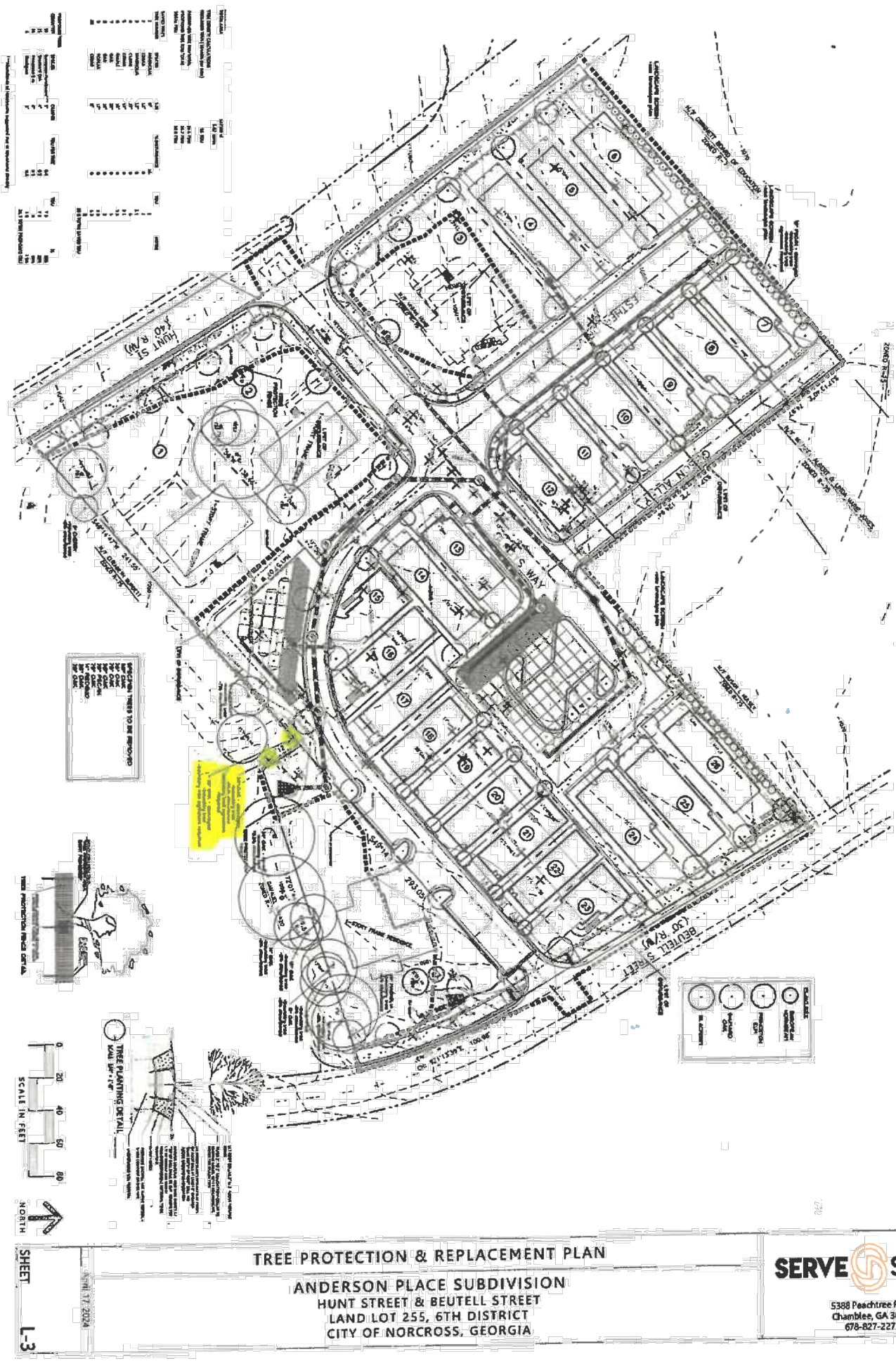
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Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

City of Norcross

Legislation Details (With Details)

File #:	25-7290	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	PD Patrol Vehicle Purchase		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - PD Patrol Vehicle Purchase](#)
2. [Budget Amendment - \\$300K](#)

Title

PD Patrol Vehicle Purchase

Drafter

Bill Grogan

Motion

A motion to Approve/Deny the appropriation of \$300,000 from the fund balance of the Motor Vehicle Rental Fund for the purchase and outfitting of five Dodge Durango police vehicles, in order to take advantage of current fleet sales discounts and to fulfill the vehicle replacement needs projected for Fiscal Year 2026.



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

AGENDA REPORT

To: Mayor and Council

From: Bill Grogan, Chief of Police

Meeting Date: May 5, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7290

Title: PD Patrol Vehicle Purchase

CC: Eric Johnson, City Manager

Recommendation

Appropriate from fund balance in the Motor Vehicle Rental Fund \$300,000 for purchase and subsequent outfitting of five Dodge Durango police vehicles, taking advantage of a discount offered in fleet sales for available vehicles, addressing FY 26 replacement requirements.

Public Safety equipment is an eligible use of this restricted fund. The audit shows sufficient funds carried over from FY 24.

Background

NPD's fleet refresh tracking model forecasts the replacement of five (5) police patrol vehicles in FY 26. This time each year, NPD staff contacts fleet sales at various dealers to obtain pricing estimates for budget purposes. One of the three dealers contacted can get us 2025 Dodge Durango police rated vehicles for \$39,902.56, which is \$2500 less than what we paid for the same vehicle in this current FY 25. The other dealers' quotes were substantially more, and 2025 model years are nearing the end of production. We believe 2025 production may end by the end of May. Due to uncertainties in the market, availability and cost of 2026 models is undetermined. Equipment required to fully outfit a vehicle for patrol officer use is approximately \$20,000, however we are still working to finalize those numbers for FY 26.

Financial Impact

Motor Vehicle Rental Fund \$300,000

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

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

Attachments

Budget Amendment - \$300K

Finance Department Budget Adjustment Entry

Purpose:	Item #25-7290: Budget amendments for Motor Vehicle Fund for purchase of Police Dept Patrol Vehicles
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Effective Date:	5/5/2025
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Description	Account Number	Increase	Decrease
Motor Vehicle, Vehicles	280-5.7450.542200	300,000	
Motor Vehicle, Fund Balance	280-134200		300,000
	Totals	300,000	300,000

This budget amendment has a net zero impact to budget.



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

City of Norcross

Legislation Details (With Details)

File #:	25-7291	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	Norcross Public Safety Building – Guaranteed Maximum Price		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Norcross Public Safety Building - Guaranteed Maximum Price](#)
2. [Norcross Public Safety Building - GMP Rev 02 041425](#)
3. [A133 GMP Amendment](#)
4. [Public Safety Building Budget v Actuals](#)
5. [Full GMP Package: NPSB – GMP REV02 – 2025-04-14](#)

Title

Norcross Public Safety Building – Guaranteed Maximum Price

Drafters

Eric Johnson, City Manager Bill Grogan, Chief of Police Reeves Young, LLC.

Motion

A motion to Approve/Deny Reeves Young's proposed Guaranteed Maximum Price (GMP) for the direct construction costs associated with building the new Public Safety Building in the amount of \$20,840,785 and indirect costs in the amount of \$1,373,835 which includes a 2% (\$416,816) construction contingency.



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

AGENDA REPORT

To: Mayor and Council

From: Eric Johnson, City Manager
 Bill Grogan, Chief of Police
 Reeves Young, LLC.

Meeting Date: May 5, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7291

Title: Norcross Public Safety Building – Guaranteed Maximum Price

Recommendation

Approve Reeves Young's proposed Guaranteed Maximum Price (GMP) for the direct construction costs associated with building the new Public Safety Building in the amount of \$20,840,785 and indirect costs in the amount of \$1,373,835 which includes a 2% (\$416,816) construction contingency.

*Our Council-approved contract with Reeves Young in June 2024 contains all indirect costs as percentages of the GMP. Indirect costs are insurance, performance & bond, fees, construction contingency, and preconstruction costs. Based on the proposed GMP above, those indirect costs total \$1,373,835 which includes a 2% (\$416,816) construction contingency. The GMP includes the two previously authorized early-release packages for demolition/abatement of structures and the purchase of the building's electrical switchgear.

Background

On June 3rd, 2024, Council approved Reeves Young as our Construction Manager at Risk (CMR) / General Contractor (CM/GC) for the Public Safety Building project at 6025 Buford Hwy. Since then, the team consisting of City staff, architects, engineers, and builder completed construction documents that incorporate the desires of our City residents, approval of City Council, and the needs of Police and Court services.

The building and its components were designed using sustainability design methods based on Council's direction. Its design is both inviting to the public and safe/secure for employees and visitors. The building includes nearly 3000 square feet of (unused day 1) future space and numerous spaces are upsized where future growth may be needed. It includes a 2650 square foot courtroom to meet the demand caused by increased traffic enforcement of the ever-growing volume of cars on our streets. It also includes a 2650 square foot multi-purpose room that is public facing and opens to the front courtyard area. This space has numerous uses for both City staff and public needs.

Demolition of all structures on the assembled site consisting of the old County library and residential properties was completed in December.

Extensive value engineering efforts were used to reduce costs wherever possible without sacrificing functionality or minimizing our ability to service the public.

Construction will begin with the approval of this proposed GMP and will end 13 months later. Expected move in is late Summer, early Fall 2026.

Financial Impact

The contract sum is guaranteed by Reeves Young not to exceed \$22,214,620, subject to additions and deductions by change order as provided in the contract documents.

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

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

Attachments

- 1) Norcross Public Safety Building – GMP Rev 02 041425
- 2) A133 GMP Contract Amendment
- 3) Public Safety Building Budget v Actuals
- 4) Full GMP Package: NPSB - GMP REV02 - 2025-04-14



Norcross Public Safety Building - GMP
REV02

2025-04-14

Total Building Area (GSF): 41,031

DESCRIPTION		\$/GSF	TOTAL
01 - GENERAL REQUIREMENTS		\$19.14	\$785,160
02 - EXISTING CONDITIONS		\$3.25	\$133,311
03 - CONCRETE		\$37.29	\$1,530,009
04 - MASONRY		\$31.79	\$1,304,201
05 - METALS		\$50.60	\$2,076,003
06 - WOOD, PLASTICS, AND COMPOSITES		\$8.34	\$342,398
07 - THERMAL AND MOISTURE PROTECTION		\$29.85	\$1,224,861
08 - OPENINGS		\$23.13	\$949,233
09 - FINISHES		\$62.95	\$2,582,931
10 - SPECIALTIES		\$9.73	\$399,070
11 - EQUIPMENT		\$0.00	\$0
12 - FURNISHINGS		\$0.52	\$21,342
14 - CONVEYING EQUIPMENT		\$3.05	\$125,000
21 - FIRE SUPPRESSION		\$5.09	\$208,840
22 - PLUMBING		\$15.82	\$649,168
23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)		\$40.65	\$1,668,100
26 - ELECTRICAL		\$77.35	\$3,173,707
27 - COMMUNICATIONS		\$10.83	\$444,185
28 - ELECTRONIC SAFETY AND SECURITY		\$9.29	\$381,220
31 - EARTHWORK		\$25.23	\$1,035,096
32 - EXTERIOR IMPROVEMENTS		\$17.83	\$731,750
33 - UTILITIES		\$25.32	\$1,038,700
99 - MISCELLANEOUS COSTS & FEES		\$0.89	\$36,500
Direct Cost Subtotal		\$507.93	\$20,840,785
Builders Risk Insurance - Non-Combustible New Construction	0.10%	\$0.51	\$21,104
General Liability Insurance	0.80%	\$4.33	\$177,717
Payment & Performance Bond	0.70%	\$3.79	\$155,502
Construction Contingency	2.00%	\$10.16	\$416,816
Reeves Young Fee	2.75%	\$13.97	\$573,122
Preconstruction Cost		\$0.72	\$29,575
Indirect Cost Subtotal		\$33.48	\$1,373,835
ESTIMATE TOTAL		\$541.41	\$22,214,620

Attachment: Norcross Public Safety Building - GMP Rev 02 041425 (25-7291 : Norcross Public Safety Building - Guaranteed Maximum Price)



2025-04-14

Total Building Area (GSF): 41,031

DESCRIPTION	QUANTITY	UNIT	TOTAL
01 - GENERAL REQUIREMENTS			
010000 - General Conditions			
Construction General Conditions - Construction Misc. <i>Per Fee Proposal</i>	1.00	Isum	\$365,215.00
Construction General Conditions - Construction Salary <i>Per Fee Proposal</i>	1.00	Isum	\$434,213.00
Construction General Conditions - Construction Misc. - CCO#1 <i>Included in CCO#1 - See Totals Page</i>	1.00	Isum	\$8,000.00
Construction General Conditions - Construction Salary - CCO#1 <i>Included in CCO#1 - See Totals Page</i>	1.00	Isum	\$40,400.00
Construction General Conditions - Construction Salary - CCO#2 <i>Included in CCO#2 - See Totals Page</i>	1.00	Isum	\$3,332.00
Builders Risk Deduction	1.00	Isum	(\$20,900.00)
General Liability Deduction	1.00	Isum	(\$176,000.00)
Subtotal - 010000 - General Conditions			\$654,260
014140 - Temporary Parking			
Temporary Gravel Parking Areas	750.00	ton	\$50.00
Subtotal - 014140 - Temporary Parking			\$37,500
014150 - Temporary Staging			
Temporary Gravel Staging/Laydown Areas	750.00	ton	\$50.00
Subtotal - 014150 - Temporary Staging			\$37,500
017600 - Miscellaneous Equipment			
10k Telehandler (54' Reach)	43.00	week	\$1,300.00
Subtotal - 017600 - Miscellaneous Equipment			\$55,900
Subtotal - 01 - GENERAL REQUIREMENTS			\$785,160
02 - EXISTING CONDITIONS			
024100 - Demolition			
Demolition Scope - CCO#1	1.00	Isum	\$118,243.00
Subtotal - 024100 - Demolition			\$118,243
028200 - Asbestos Remediation			
Asbestos Abatement Scope - CCO#1	1.00	Isum	\$15,068.00
Subtotal - 028200 - Asbestos Remediation			\$15,068
Subtotal - 02 - EXISTING CONDITIONS			\$133,311
03 - CONCRETE			
033000 - Cast-in-Place Concrete			
Concrete Scope	1.00	Isum	\$1,530,009.00
Subtotal - 033000 - Cast-in-Place Concrete			\$1,530,009
Subtotal - 03 - CONCRETE			\$1,530,009
04 - MASONRY			
042000 - Unit Masonry			
Masonry Scope	1.00	Isum	\$1,304,201.00
Subtotal - 042000 - Unit Masonry			\$1,304,201
044300 - Stone Masonry			
Stone Masonry Scope <i>Included in Masonry Scope</i>	0.00	Isum	\$0.00
Subtotal - 044300 - Stone Masonry			\$0
047200 - Cast Stone Masonry			

Attachment: Norcross Public Safety Building - GMP Rev 02 041425 (25-7291 : Norcross Public Safety Building - Guaranteed Maximum Price)



2025-04-14

Total Building Area (GSF): 41,031

DESCRIPTION	QUANTITY	UNIT	TOTAL
Architectural Cast Stone Scope <i>Included in Masonry Scope</i>	0.00 Isum	\$0.00	\$0
Subtotal - 047200 - Cast Stone Masonry			\$0
Subtotal - 04 - MASONRY			\$1,304,201
05 - METALS			
051200 - Structural Steel Framing			
Structural Steel Scope	1.00 Isum	\$1,915,058.00	\$1,915,058
Subtotal - 051200 - Structural Steel Framing			\$1,915,058
054400 - Cold-Formed Metal Trusses			
Cold-Formed Metal Truss Scope	1.00 Isum	\$160,945.00	\$160,945
Subtotal - 054400 - Cold-Formed Metal Trusses			\$160,945
057300 - Decorative Metal Railings			
Decorative Railing Scope <i>Included in Steel Scope</i>	0.00 Isum	\$0.00	\$0
Subtotal - 057300 - Decorative Metal Railings			\$0
Subtotal - 05 - METALS			\$2,076,003
06 - WOOD, PLASTICS, AND COMPOSITES			
062200 - Millwork			
Millwork Scope	1.00 Isum	\$342,398.00	\$342,398
Subtotal - 062200 - Millwork			\$342,398
Subtotal - 06 - WOOD, PLASTICS, AND COMPOSITES			\$342,398
07 - THERMAL AND MOISTURE PROTECTION			
071000 - Dampproofing and Waterproofing			
Waterproofing Scope	1.00 Isum	\$255,960.00	\$255,960
Subtotal - 071000 - Dampproofing and Waterproofing			\$255,960
074213 - Metal Wall Panels			
Metal Panel Scope	1.00 Isum	\$436,851.00	\$436,851
Subtotal - 074213 - Metal Wall Panels			\$436,851
075000 - Membrane Roofing			
Membrane Roofing Scope	1.00 Isum	\$532,050.00	\$532,050
Subtotal - 075000 - Membrane Roofing			\$532,050
076100 - Sheet Metal Roofing			
Metal Roofing Scope <i>Included in Roofing Scope</i>	0.00 Isum	\$0.00	\$0
Subtotal - 076100 - Sheet Metal Roofing			\$0
079200 - Joint Sealants			
Joint Sealant Scope <i>Included in Waterproofing Scope</i>	0.00 Isum	\$0.00	\$0
Subtotal - 079200 - Joint Sealants			\$0
Subtotal - 07 - THERMAL AND MOISTURE PROTECTION			\$1,224,861
08 - OPENINGS			
081000 - Doors and Frames			
Doors, Frames & Hardware Supplier Scope	1.00 Isum	\$374,376.00	\$374,376
Door & Hardware Install Scope <i>Included with DFH Supplier Scope</i>	0.00 Isum	\$0.00	\$0
Subtotal - 081000 - Doors and Frames			\$374,376
083300 - Coiling Doors and Grilles			



2025-04-14

Total Building Area (GSF): 41,031

DESCRIPTION	QUANTITY	UNIT	TOTAL
Overhead Door Scope	1.00 Isum	\$80,910.00	\$80,910
Subtotal - 083300 - Coiling Doors and Grilles			\$80,910
084000 - Entrances, Storefronts, and Curtain Walls			
Glass & Glazing Scope	1.00 Isum	\$493,947.00	\$493,947
Subtotal - 084000 - Entrances, Storefronts, and Curtain Walls			\$493,947
Subtotal - 08 - OPENINGS			\$949,233
09 - FINISHES			
092100 - Plaster and Gypsum Board Assemblies			
Drywall Scope	1.00 Isum	\$1,840,335.00	\$1,840,335
Subtotal - 092100 - Plaster and Gypsum Board Assemblies			\$1,840,335
096000 - Flooring			
Flooring Scope	1.00 Isum	\$548,873.00	\$548,873
Subtotal - 096000 - Flooring			\$548,873
098000 - Acoustic Treatment			
Acoustical Treatment Scope <i>Included in Drywall</i>	0.00 Isum	\$0.00	\$0
Subtotal - 098000 - Acoustic Treatment			\$0
099100 - Painting			
Painting Scope	1.00 Isum	\$193,723.00	\$193,723
Subtotal - 099100 - Painting			\$193,723
Subtotal - 09 - FINISHES			\$2,582,931
10 - SPECIALTIES			
101400 - Signage			
Signage Scope	1.00 Isum	\$77,121.00	\$77,121
Subtotal - 101400 - Signage			\$77,121
102000 - Interior Specialties			
Interior Specialties Scope	1.00 Isum	\$242,884.00	\$242,884
Subtotal - 102000 - Interior Specialties			\$242,884
105100 - Lockers			
Locker Scope <i>Included in Interior Specialties Scope</i>	1.00 Isum	\$0.00	\$0
Pass Through Evidence Lockers - Relocation Allowance	1.00 allow	\$10,000.00	\$10,000
Subtotal - 105100 - Lockers			\$10,000
107316 - Canopies			
Sunshade and Canopies Scope	1.00 Isum	\$69,065.00	\$69,065
Subtotal - 107316 - Canopies			\$69,065
107500 - Flagpoles			
Flagpole Scope <i>Included in Interior Specialties Scope</i>	0.00 Isum	\$0.00	\$0
Subtotal - 107500 - Flagpoles			\$0
Subtotal - 10 - SPECIALTIES			\$399,070
11 - EQUIPMENT			
111200 - Parking Control Equipment			
Parking Control Equipment Scope <i>Included in Fencing Scope</i>	1.00 each	\$0.00	\$0
Subtotal - 111200 - Parking Control Equipment			\$0
Subtotal - 11 - EQUIPMENT			\$0

Attachment: Norcross Public Safety Building - GMP Rev 02 041425 (25-7291 : Norcross Public Safety Building - Guaranteed Maximum Price)



2025-04-14

Total Building Area (GSF):

41,031

DESCRIPTION	QUANTITY	UNIT	TOTAL
12 - FURNISHINGS			
122000 - Window Treatments			
Window Treatments Scope	1.00 Isum	\$21,342.00	\$21,342
Subtotal - 122000 - Window Treatments			\$21,342
Subtotal - 12 - FURNISHINGS			\$21,342
14 - CONVEYING EQUIPMENT			
142000 - Elevators			
Elevator Scope	1.00 Isum	\$125,000.00	\$125,000
Subtotal - 142000 - Elevators			\$125,000
Subtotal - 14 - CONVEYING EQUIPMENT			\$125,000
21 - FIRE SUPPRESSION			
211300 - Fire Suppression Systems			
Fire Protection Scope	1.00 Isum	\$208,840.00	\$208,840
Subtotal - 211300 - Fire Suppression Systems			\$208,840
Subtotal - 21 - FIRE SUPPRESSION			\$208,840
22 - PLUMBING			
220000 - Plumbing			
Plumbing Scope	1.00 Isum	\$649,168.00	\$649,168
Subtotal - 220000 - Plumbing			\$649,168
Subtotal - 22 - PLUMBING			\$649,168
23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)			
230000 - Heating, Ventilation, and Air Conditioning (HVAC)			
HVAC Scope	1.00 Isum	\$1,668,100.00	\$1,668,100
Subtotal - 230000 - Heating, Ventilation, and Air Conditioning (HVAC)			\$1,668,100
Subtotal - 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)			\$1,668,100
26 - ELECTRICAL			
260000 - Electrical			
Electrical Scope	1.00 Isum	\$3,023,707.00	\$3,023,707
Electrical Scope - CCO#2	1.00 Isum	\$150,000.00	\$150,000
Subtotal - 260000 - Electrical			\$3,173,707
Subtotal - 26 - ELECTRICAL			\$3,173,707
27 - COMMUNICATIONS			
271000 - Structured Cabling			
Structured Cabling Scope	1.00 Isum	\$120,779.00	\$120,779
Subtotal - 271000 - Structured Cabling			\$120,779
274000 - Audio-Visual Communications			
Audio Visual System Scope	1.00 Isum	\$323,406.00	\$323,406
Subtotal - 274000 - Audio-Visual Communications			\$323,406
Subtotal - 27 - COMMUNICATIONS			\$444,185
28 - ELECTRONIC SAFETY AND SECURITY			
281000 - Access Control			
Access Control System Scope	1.00 Isum	\$156,827.00	\$156,827
Subtotal - 281000 - Access Control			\$156,827
282000 - Video Surveillance			
CCTV System Scope	1.00 Isum	\$224,393.00	\$224,393



2025-04-14

Total Building Area (GSF): 41,031

DESCRIPTION	QUANTITY	UNIT	TOTAL
Subtotal - 282000 - Video Surveillance			\$224,393
284600 - Fire Detection and Alarm			
Fire Alarm System Scope	0.00 Isum	\$0.00	\$0
Included in Electrical Scope			
Subtotal - 284600 - Fire Detection and Alarm			\$0
Subtotal - 28 - ELECTRONIC SAFETY AND SECURITY			\$381,220
31 - EARTHWORK			
024113 - Selective Site Demolition			
Site Demolition Scope	1.00 Isum	\$189,255.00	\$189,255
Subtotal - 024113 - Selective Site Demolition			\$189,255
312200 - Grading			
Earthwork Scope	1.00 Isum	\$622,326.00	\$622,326
Subtotal - 312200 - Grading			\$622,326
312500 - Erosion and Sedimentation Controls			
Erosion Control Scope	1.00 Isum	\$115,515.00	\$115,515
Subtotal - 312500 - Erosion and Sedimentation Controls			\$115,515
316600 - Special Foundations			
Aggregate Pier Scope	1.00 Isum	\$108,000.00	\$108,000
Subtotal - 316600 - Special Foundations			\$108,000
Subtotal - 31 - EARTHWORK			\$1,035,096
32 - EXTERIOR IMPROVEMENTS			
321216 - Asphalt Paving			
Asphalt Paving Scope	1.00 Isum	\$317,127.00	\$317,127
Subtotal - 321216 - Asphalt Paving			\$317,127
321313 - Concrete Paving			
Site Concrete Scope	0.00 Isum	\$0.00	\$0
Included in Building Concrete Scope			
Subtotal - 321313 - Concrete Paving			\$0
321400 - Unit Paving			
Unit Paving Scope	0.00 Isum	\$0.00	\$0
Included in Landscape Scope			
Subtotal - 321400 - Unit Paving			\$0
321613 - Curbs and Gutters			
Curb & Gutter Scope	0.00 Isum	\$0.00	\$0
Included in Concrete Scope			
Subtotal - 321613 - Curbs and Gutters			\$0
321700 - Paving Specialties			
Pavement Markings Scope	0.00 Isum	\$0.00	\$0
Included in Asphalt Paving Scope			
Subtotal - 321700 - Paving Specialties			\$0
323100 - Fences and Gates			
Fencing Scope	1.00 Isum	\$224,041.00	\$224,041
Subtotal - 323100 - Fences and Gates			\$224,041
323200 - Retaining Walls			
Retaining Wall Scope	0.00 Isum	\$0.00	\$0
Included in Concrete Scope			
Subtotal - 323200 - Retaining Walls			\$0



2025-04-14

Total Building Area (GSF): 41,031

DESCRIPTION	QUANTITY	UNIT	TOTAL
329000 - Planting			
Irrigation Scope	1.00	Isum	\$0.00
<i>Included in Landscape Scope</i>			\$0
Landscape Scope	1.00	Isum	\$190,582.00
Subtotal - 329000 - Planting			\$190,582
Subtotal - 32 - EXTERIOR IMPROVEMENTS			\$731,750
33 - UTILITIES			
331000 - Water Utilities			
Domestic Water & Fire Utilities Scope	1.00	Isum	\$114,306.00
Fire Hydrant Meter Rental - Monthly - CCO#1	1.00	mnth	\$20.00
Subtotal - 331000 - Water Utilities			\$114,326
333000 - Sanitary Sewerage			
Sanitary Utilities Scope	1.00	Isum	\$31,763.00
Subtotal - 333000 - Sanitary Sewerage			\$31,763
334000 - Stormwater Utilities			
Stormwater Utilities Scope	1.00	Isum	\$892,611.00
Subtotal - 334000 - Stormwater Utilities			\$892,611
Subtotal - 33 - UTILITIES			\$1,038,700
99 - MISCELLANEOUS COSTS & FEES			
994100 - Allowances			
Excavation of Unsuitable Soil and Replacement with Suitable Fill - 500CY	1.00	allow	\$36,500.00
Subtotal - 994100 - Allowances			\$36,500
Subtotal - 99 - MISCELLANEOUS COSTS & FEES			\$36,500

Attachment: Norcross Public Safety Building - GMP Rev 02 041425 (25-7291 : Norcross Public Safety Building - Guaranteed Maximum Price)

AIA® Document A133® – 2019 Exhibit A
Guaranteed Maximum Price Amendment

This Amendment dated the 14th day of April in the year 2025, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 7th day of June in the year 2024 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT**:

(Name and address or location)

City of Norcross Public Safety Building
6025 Buford Highway
Norcross, Georgia 30071

THE OWNER:

(Name, legal status, and address)

City of Norcross
65 Lawrenceville Street
Norcross, Georgia 30071

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Reeves Young, LLC
45 Peachtree Industrial Blvd
Sugar Hill, Georgia 30514

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE
§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

Attachment: A133 GMP Amendment (25-7291 : Norcross Public Safety Building – Guaranteed Maximum Price)

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twenty Two Million Two Hundred Fourteen Thousand Six Hundred and Twenty Dollars (\$ 22,214,620.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

(Table deleted)

Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

(Table deleted)

Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Date of Issuance of a Notice to Proceed

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 **Substantial Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

Init.

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User Notes:

(Check one of the following boxes and complete the necessary information.)

☒ Not later than Three Hundred and Ninety Five (395) calendar days from the date of commencement of the Work.

☐ By the following date: November 1, 2024

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

(Table deleted)
N/A

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

(Table deleted)
Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025

(Table deleted)
§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025

(Table deleted)
§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

(Table deleted)
N/A

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

(Table deleted)
Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

N/A

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Craig L. Newton
Mayor
City of Norcross

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Mike Iezzi
Business Unit Leader
Reeves Young, LLC

(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:59:28 ET on 04/15/2025.

PAGE 1

This Amendment dated the 14th day of April in the year 2025, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 7th day of June in the year 2024 (the "Agreement")

...

City of Norcross Public Safety Building
6025 Buford Highway
Norcross, Georgia 30071

...

City of Norcross
65 Lawrenceville Street
Norcross, Georgia 30071

...

(Name, legal status, and address)

Reeves Young, LLC
45 Peachtree Industrial Blvd
Sugar Hill, Georgia 30514

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twenty Two Million Two Hundred Fourteen Thousand Six Hundred and Twenty Dollars (\$ 22,214,620.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025

...

Item

Price

Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025

...

Item	Price	Conditions for Acceptance
<u>Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025</u>		

...

Item	Units and Limitations	Price per Unit (\$0.00)
<u>Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025</u>		

...

☒ Established as follows:

...

Date of Issuance of a Notice to Proceed

PAGE 3

☒ Not later than Three Hundred and Ninety Five (395) calendar days from the date of commencement of the Work.

☐ By the following date: November 1, 2024

...

Portion of Work	Substantial Completion Date
<u>N/A</u>	

...

Document	Title	Date	Pages
<u>Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025</u>			

...

Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025

Section	Title	Date	Pages
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...

Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025

Number	Title	Date
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...

Title	Date	Pages
<u>N/A</u>		
...		
Item	Price	
<u>Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025</u> PAGE 4		
<u>Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025</u>		
...		
<u>Refer to Attachment 1- GMP Package – REV02 dated April 14, 2025</u>		
...		
<u>N/A</u>		
...		
<u>Craig L. Newton</u> <u>Mayor</u> <u>City of Norcross</u>	<u>Mike Iezzi</u> <u>Business Unit Leader</u> <u>Reeves Young, LLC</u>	

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:59:28 ET on 04/15/2025 under Order No. 4104248375 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Attachment: A133 GMP Amendment (25-7291 : Norcross Public Safety Building – Guaranteed Maximum Price)

4/15/2025

	Total Contract/Budget	Incurred To Date	Remaining
Land purchase(s)	\$ 1,050,080.13	\$ 1,050,080.13	\$ -
CROFT - Architect	\$ 1,067,560.00	\$ 822,760.00	\$ 244,800.00
TTH - Project Manager	\$ 405,766.00	\$ 242,971.60	\$ 162,794.40
CROFT - rework front elevations inv#20595	\$ -	\$ 6,715.00	\$ -
CROFT - rework....invoice 10/15 20749-VE	\$ -	\$ 8,777.50	\$ -
CROFT - VE Changes Designer, Project Manager, CAD/BIM 11/6/24	\$ -	\$ 8,513.75	\$ -
CROFT - VE Changes Designer, Project Manager, CAD/BIM 12/5/24	\$ -	\$ 5,220.00	\$ -
CROFT - VE Changes Designer, Project Manager, CAD/BIM 1/3/25	\$ -	\$ 1,135.00	\$ -

CITY's SCOPE/DIRECT PURCHASE/PAY ITEMS

Permits and Impact Fees	\$ 30,000.00	\$ 13,315.00	\$ 16,685.00
Tree removal fee - original estimate - transferred from PSB budget to Tree Fund	\$ 12,350.00	\$ 12,350.00	\$ -
Tree removal fee - amended additional fees 101624 - Transfer to Tree Fund	\$ 10,800.00	\$ 10,800.00	\$ -
Phase I Environmental	\$ 3,500.00	\$ 2,535.51	\$ -
Phase II Environmental	\$ 13,000.00	\$ 12,250.00	\$ -
Phase II Reporting *required add'l work due to materials found from where dry cleaner was	\$ 6,605.00	\$ 12,250.00	\$ -
Geotechnical Investigation	\$ 35,000.00	\$ 34,776.41	
Vibration Monitoring (United Consulting)	\$ 8,500.00	\$ 8,067.50	
Commissioning Services - Dewberry quote rec'd under budget \$140k	\$ 72,240.00		\$ -
Const Testing/Special Inspect	\$ 270,000.00		\$ 270,000.00
Piper Sandler - Financial Advisory Svcs	\$ 500.00	\$ 500.00	\$ -
Advertising/PR	\$ 5,000.00		\$ 5,000.00
Fencing	\$ 46,192.47	\$ 46,135.56	\$ -
Appliances - refrigerators,microwaves.etc	\$ 6,000.00		\$ 6,000.00
Fitness Room Equipment	\$ 36,000.00		\$ 36,000.00
Furniture - rec'd one quote \$864k for all spaces, even if not occupied day 1	\$ 850,000.00		\$ 850,000.00
Courtroom interlocking chairs (80)			
AT&T Internet Access (annually)	\$ 11,604.00		\$ 11,604.00
Comcast (annually)	\$ 1,800.00		\$ 1,800.00
Surelock - Dell Server Package	\$ 234,577.00		\$ 234,577.00
Surelock - Battery Backup Package	\$ 17,077.00		\$ 17,077.00
Mitel SWA (annually)	\$ 12,064.00		\$ 12,064.00
Mitel phones (10 new) - most phones will be moved from City Hall PD/Court spaces to new bldg	\$ 4,800.00		\$ 4,800.00
Police/Dispatch Motorola Radio System	\$ 245,728.00		\$ 245,728.00
Wireless Access Points	\$ 45,084.00		\$ 45,084.00
City Scope Totals (land, firms, testing, purchases)	\$ 4,501,827.60	\$ 2,299,152.96	\$ 2,164,013.40

City's incurred expenses to date 04/15/25 (land, firms, permits, fees, fencing, advertising)	2,299,153
Building cost (GMP without contingency)	20,840,785
City's remaining expenses (firms, permitting, inspection services, FFE, IT)	2,164,013
Reeves Young fees, bonds, insurance	957,019
Total future costs	23,961,817
Total All In - minus contingencies	26,260,970
Construction Contingency (2% of GMP Building Cost)	416,816
Owner Contingency (1.5% of Building Cost)	312,612

Attachment: Public Safety Building Budget v Actuals (25-7291 : Norcross Public Safety Building - Guaranteed Maximum Price)



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

City of Norcross

Legislation Details (With Details)

File #:	25-7292	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	MEAG Municipal Competitive Trust Transfer to Assist Funding the Public Safety Building		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - MEAG Municipal Competitive Trust Transfer to Assist Funding the Public Safety Building](#)
2. [MCT February Statement](#)
3. [MEAG Transfer Approval Letter](#)
4. [Georgia Fund 1 Performance](#)

Title

MEAG Municipal Competitive Trust Transfer to Assist Funding the Public Safety Building

Drafter

Eric Johnson

Motion

A motion to authorize the transfer of \$5,000,000 from MEAG's Short-Term Portfolio Flexible Operating account to the City of Norcross General Fund, and apply MEAG's Intermediate Extended Maturity Portfolio Generation Trust account, comprised of approximately \$5,000,000, towards the purchase of electricity from MEAG over a 17-month period.



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

AGENDA REPORT

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: May 5, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7292

Title: MEAG Municipal Competitive Trust Transfer to Assist Funding the Public Safety Building and Reduce the Investment Risk Profile for the City of Norcross

Recommendation

- 1) To transfer \$5,000,000 from MEAG's Short-Term Portfolio Flexible Operating account to the City of Norcross General Fund.
- 2) To apply MEAG's Intermediate Extended Maturity Portfolio Generation Trust account, comprised of approximately \$5,000,000, towards the purchase of electricity from MEAG over a 17-month period. MEAG will internally transfer \$300,000 a month for 16 months crediting our purchased electricity bill and the remaining account balance will be credited on the 17th month. These funds will be used to reduce 17 monthly invoices from MEAG to the City of Norcross for energy purchased. This will result in a budget surplus in the Electric Fund of \$300,000 per month, replenishing the \$5,000,000 at the end of the 17-month bill crediting period.

Background

The City of Norcross has an investment fund with MEAG called the Municipal Competitive Trust (MCT). This fund was originally set up to offset market disruptions, such as deregulation of electricity sales. It was also established to invest in new generation, like Plant Vogtle's nuclear reactor.

MEAG is only approved to invest these funds in government backed treasury bonds. The City has not previously made any withdrawals from the MCT fund allowing the investments to mature over the years. As of February 28, 2025, the total fund balance was \$15,576,863.10

Financial Impact

Leveraging \$5,000,000 from the MCT fund will reduce the loan amount required for the Public Safety building while also reducing the City's financing costs. Transferring an additional \$5,000,000 to ultimately be invested in the State's Georgia Fund 1 will reduce the City's investment risk profile.

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

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

Attachments

- 1) MCT February Statement
- 2) MEAG Transfer Approval Letter
- 3) Georgia Fund 1 Performance

Municipal Competitive Trust

MONTHLY ACTIVITY STATEMENT

FROM: 02/01/2025 TO: 02/28/2025

CITY OF NORCROSS
65 LAWRENCEVILLE STREET
NORCROSS GA 30071

Intermediate Extended Maturity Portfolio

Account	Transaction	Shares	Price	Amount
85-000055-06	FLEXIBLE OPERATING ACCOUNT			
	Balance Forward - January 31, 2025	3,018.15	95.64	\$288,655.39
02/28/2025	DIVIDENDS AT 0.191	5.969	96.58	\$576.47
02/28/2025	Unrealized Gain/(Loss)	0.000	0.00	\$2,837.07
	Ending Balance - February 28, 2025	3,024.11	96.58	\$292,068.93
85-000056-06	GENERATION TRUST ACCOUNT			
	Balance Forward - January 31, 2025	52,464.28	95.64	\$5,017,684.12
02/28/2025	DIVIDENDS AT 0.191	103.755	96.58	\$10,020.68
02/28/2025	Unrealized Gain/(Loss)	0.000	0.00	\$49,316.41
	Ending Balance - February 28, 2025	52,568.04	96.58	\$5,077,021.21

Intermediate Portfolio

Account	Transaction	Shares	Price	Amount
86-000080-06	FLEXIBLE OPERATING ACCOUNT			
	Balance Forward - January 31, 2025	49,226.70	95.93	\$4,722,317.62
02/28/2025	DIVIDENDS AT 0.2075	105.894	96.46	\$10,214.54
02/28/2025	Unrealized Gain/(Loss)	0.000	0.00	\$26,090.15
	Ending Balance - February 28, 2025	49,332.60	96.46	\$4,758,622.31
86-000109-06	GENERATION TRUST ACCOUNT			
	Balance Forward - January 31, 2025	2,873.45	95.93	\$275,650.44
02/28/2025	DIVIDENDS AT 0.2075	6.181	96.46	\$596.24
02/28/2025	Unrealized Gain/(Loss)	0.000	0.00	\$1,522.91
	Ending Balance - February 28, 2025	2,879.64	96.46	\$277,769.59

Short-Term Portfolio

Account	Transaction	Shares	Price	Amount
87-000088-06	FLEXIBLE OPERATING ACCOUNT			
	Balance Forward - January 31, 2025	51,434.78	100.17	\$5,152,221.61
02/28/2025	DIVIDENDS AT 0.3725	191.269	100.17	\$19,159.45
02/28/2025	Unrealized Gain/(Loss)	0.000	0.00	\$-0.03
	Ending Balance - February 28, 2025	51,626.05	100.17	\$5,171,381.03

MUNICIPAL COMPETITIVE TRUST
CITY OF NORCROSS
65 LAWRENCEVILLE STREET
NORCROSS GA 30071

For Inquiries About Your Account Contact:
Phone: 1-800-773-3863
Fax: 1-252-972-1908

Municipal Competitive Trust
P.O. Box 4365
Rocky Mount, N.C. 27803-0365

March, 2025

Artricia Monfort
 Manager, Treasury Operations
 Municipal Electric Authority of Georgia
 1470 Riveredge Parkway NW
 Atlanta, GA 30328

Dear Ms. Monfort:

This letter serves as authorization to withdraw from the City of Norcross Municipal Competitive Trust as indicated below:

Intermediate Extended Maturity Portfolio Generation Trust Account

Account Number: X _____

Amount: \$5,000,000 or total account balance over the 17-month period by transferring \$300,000 a month for 16 months and the remaining account balance for the 17th month. These funds will be used to reduce 17 monthly invoices from MEAG to the City of Norcross for energy purchased. The first payment will commence April 2025, and the 17th and final payment will end this transaction August 2026.

Short-Term Portfolio Flexible Operating Account

Account Number: X _____

Amount: \$5,000,000 to be transferred to the City of Norcross account listed within 5 business days of receipt of this letter.

City Name: Norcross
 Bank Name: Truist
 Bank Routing Code: X _____
 Account Name: X _____
 Account Number: X _____

If you have any questions, please contact Jon Robinson, City of Norcross Finance Director at 678-421-2067

Sincerely,

Craig Newton
 Mayor

(Signed by the City Designated Officer)

Georgia Fund 1

Monthly Yield

(Calculated on an annualized basis, net of fees)

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
January	0.11	0.14	0.11	0.14	0.31	0.53	1.33	2.43	1.60	0.06	0.06	4.20	5.38	4.37
February	0.12	0.16	0.11	0.15	0.33	0.56	1.37	2.43	1.60	0.05	0.09	4.49	5.39	4.43
March	0.13	0.16	0.12	0.16	0.35	0.65	1.51	2.44	1.17	0.05	0.17	4.58	5.38	
April	0.14	0.15	0.13	0.16	0.37	0.79	1.65	2.45	0.80	0.04	0.34	4.75	5.39	
May	0.15	0.13	0.13	0.17	0.38	0.84	1.72	2.42	0.50	0.036	0.68	5.00	5.39	
June	0.15	0.12	0.13	0.17	0.40	0.94	1.86	2.41	0.25	0.035	1.08	5.12	5.40	
July	0.15	0.11	0.14	0.18	0.39	1.03	1.95	2.39	0.20	0.042	1.56	5.21	5.38	
August	0.15	0.11	0.14	0.18	0.39	1.04	1.97	2.20	0.15	0.045	2.13	5.36	5.36	
September	0.17	0.11	0.14	0.18	0.42	1.08	2.03	2.08	0.11	0.044	2.37	5.37	5.17	
October	0.18	0.13	0.15	0.18	0.42	1.09	2.18	1.89	0.10	0.05	2.87	5.38	4.84	
November	0.18	0.12	0.15	0.17	0.42	1.10	2.23	1.69	0.07	0.05	3.58	5.40	4.69	
December	0.18	0.12	0.15	0.24	0.47	1.21	2.35	1.62	0.06	0.05	3.92	5.39	4.56	

Update



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

City of Norcross

Legislation Details (With Details)

File #:	25-7268	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	UDO Revision Update/Moratorium		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - UDO Revision Update Moratorium](#)
2. [Resolution - Private Road Moratorium](#)

Title

UDO Revision Update/Moratorium

Drafters

William Diehl and Tracy Rye

Motion

A motion to Approve/Deny an extension of the moratorium on private roads for an additional three months, resulting in a total moratorium period of six months from the original date of enactment, due to the complexity of the related code amendment requests; and to consider lifting the moratorium on the development of new public roads.



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

AGENDA REPORT

To: Mayor and Council

From: William Diehl, TOKN, City Attorney
 Tracy Rye, AICP, Assistant City Manager

Meeting Date: May 5, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7268

Title: UDO Revision Update/Moratorium

CC: Eric Johnson, City Manager

Recommendation

Consider request to extend the moratorium on private roads for an additional three months for a total moratorium time of six months from initial date of action due to the complexity of the request for code changes, and to consider release of the moratorium on new public roads.

Background

The City Council adopted moratoria on the implementation of the use of new public and new private roads in the City for projects not already in the review or permitting queue at the time of the enactment of the moratorium until clarifying language is developed, vetted, and adopted through normal, advertised public hearing avenues (Planning and Zoning Board and Mayor and Council).

A number of processes in addition to the use of public and private roads have been identified by Staff as needing editing and they are as follows:

- Preliminary Plat—Administrative Process and formal Mayor and Council Process
- Exemption Plat/Minor Subdivision Plat—Value of Continued Use
- Final Plat—Continuing Mayor and Council Process in addition to Administrative Process
- Use of Private Roads and clarifying when their use is considered for approval by Mayor and Council (Rezoning, Special Use Permit, Preliminary Plat Process)
- Incorporation of in house Norcross development standards
- Development and adoption of standards for a variety of types of roads to include design specifications on asphalt thickness, sidewalks, landscape beauty strips, curb and gutter type

All sections are under review and in the editing phase, with preliminary edits to seven sections and/or processes already made and being reviewed. The more cumbersome sections including development standards for road design standards overall are still in the editing and refining mode. A multi-department committee is leading this effort.

Based on the complexity of this effort, staff is requesting an additional three months be added to the overall timeline for the private road moratorium to allow for editing, review, advertising and appropriate public hearings to be scheduled for the Planning and Zoning Board as well as Mayor and Council.

In addition, the staff requests for consideration of release of the moratorium affecting the creation of new public road due to unintended consequences of the public road moratorium affecting a recent rezoning that has an 18 month plan and permit approval timeline as part of the conditions of zoning.

Financial Impact

Clarity in these areas will lead to improved project designs that will hopefully ultimately lead to a positive financial impact to the tax base overall.

Consistent with Comprehensive Plan?

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

Attachments

N/A

Next Steps

Add three months to the length of the private road moratorium, release the public road moratorium.

**RESOLUTION EXTENDING THE MORATORIUM ON THE ISSUANCE OF
PRELIMINARY PLATS AND CERTAIN PERMITS ISSUED BY THE CITY OF
NORCROSS, GEORGIA THAT PROVIDED FOR INTRA-PARCEL CONNECTIVITY
THROUGH PRIVATE ROADS, ALLEYS, OR OTHER ACCESS POINTS; RELEASING
THE MORATORIUM IMPOSED UPON THE DEVELOPMENT OF PUBLIC ROADS
PROVIDING INTRA-PARCEL CONNECTIVITY; REPEALING INCONSISTENT
RESOLUTIONS; AND PROVISIONS**

The City of Norcross, Georgia (the “City”), by and through its City Council, has duly considered the forgoing and hereby adopts as a Resolution of the City Council the foregoing:

WHEREAS, the City’s Unified Development Ordinance (“UDO”) provides certain provisions for the location, standards of development, access, utility placement, and other design and development components for private and public roads;

WHEREAS, as the Council for the City of Norcross found that such design regulations fail to adequately address the City’s public safety, welfare, and aesthetic needs and desires and that immediate cessation of permits based on the UDO’s provisions is necessary to protect the public interests;

WHEREAS, the City adopted on March 3, 2025, by vote and subsequent resolution of the City Council, a moratorium on all applications involving the construction of public or private roads including but not limited applications for platting (preliminary, minor, major, and final plats), land disturbance, and certain zoning decisions as defined by the Zoning Procedures Law (O.C.G.A. Sec. 36-66-1 *et seq.*) (the “March Moratorium”);

WHEREAS, the March Moratorium was set to expire by its terms on or before 90 days, that being June 1, 2025;

WHEREAS, the City’s staff has worked diligently to review its regulations and propose code amendments to address procedural issues; however, due to the scope of UDO amendments and the necessity for public hearings and review by the Planning Commission, the June 1, 2025 expiration is unattainable and an extension of the moratorium is necessary to draft, vet, and publish for public comment such regulations;

WHEREAS, upon presentation of regulations by City staff and the consideration of existing regulations the City Council finds that the UDO’s application to publicly dedicated roads does not necessitate the emergency preclusions of the March Moratorium and that permitting and platting activity involving publicly dedicated roads should proceed under the existing regulatory scheme; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF NORCROSS, GEORGIA, that the March Moratorium shall be repealed and that the provisions contained herein shall replace those restrictions; accordingly this resolution shall hereby preclude staff for the City of Norcross from considering or accepting any application for rezoning or special use permits, land disturbance permits, construction plans, preliminary plat, combination

plat, or for a final plat wherein the development, disturbance, or subdivision details the development of Private Residential Roads, as defined *infra*;

BE IT FURTHER RESOLVED, that aforementioned moratorium shall apply to any and all privately owned access roads, alleys, lanes, rights-of-way, or any point of ingress and/or egress, whether owned by adjoining property owners or by a community or neighborhood association, that provides access and/or frontage to three or more residentially-zoned parcels (including those parcels to be subdivided through the putative plat or subdivision) (herein, “Private Residential Roads”);

BE IT FURTHER RESOLVED, that the moratorium shall be established as of the effective date of this resolution and shall continue through September 1, 2025;

BE IT FURTHER RESOLVED, that this moratorium shall not impact any application for permits, application for plat review, or any land use petition for rezoning or special use permit filed before the March Moratorium's issuance;

BE IT FURTHER RESOLVED, that this moratorium shall not impact any application for permits or for plating involving public roads meeting the then existing design requirements of the UDO nor shall this moratorium apply to private driveways accessing public roads in a manner that is otherwise compliant with the UDO;

BE IT FURTHER RESOLVED that the City Council, having considered evidence and the opinions of experts, including those of City Staff, believes that the recitals of this resolution were adequately researched to reach an informed decision and that such recitals are fully valid, enforceable and constitutional; that every section, paragraph, sentence, clause or phrase of this Resolution is severable from any other section, paragraph, sentence, clause or phrase herein; that no section, paragraph, sentence, clause or phrase of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by a valid judgment or decree of any court of competent jurisdiction; it is further the express intent of the City Council that, in the event a court of competent jurisdiction were to declare by valid and final judgment that any such section, paragraph, sentence, clause, or phrase of this Resolution to be invalid, unconstitutional, or otherwise unenforceable, it shall not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases, clause, sentences, paragraphs or sections of the resolution shall remain valid, constitutional, enforceable, and of full force and effect;

BE IT FURTHER RESOLVED that all resolutions, ordinances, or acts of the City Council in conflict with this Resolution are, to the extent of the conflict, hereby repealed.

Continued on Following Page

SO RESOLVED by the City Council for the City of Norcross, Georgia.

ADOPTED THIS 5th DAY OF MAY, 2025.

CITY OF NORCROSS, GEORGIA

(SEAL)

By: _____
Craig Newton, Mayor

Attest: _____
Monique Philips, City Clerk

Attachment: Resolution - Private Road Moratorium (25-7268 : UDO Revision Update/Moratorium)



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

City of Norcross

Legislation Details (With Details)

File #:	25-7293	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	Downtown Parking Study Update		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Downtown Parking Study Update](#)
2. [Agreement for Professional Services - Kimley Horn and Associates INC](#)
3. [Budget Amendment \\$29K](#)

Title

Downtown Parking Study Update

Drafter

Tracy Rye

Motion

A motion to Approve/Deny an update to the Downtown Parking Study by on-call firm Kimley-Horn for a fee not to exceed \$28,500, plus reimbursable expenses of \$500, to be funded from the Mayor and Council Contingency.



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

AGENDA REPORT

To: Mayor and Council

From: Tracy Rye, AICP, Assistant City Manager

Meeting Date: May 5, 2025 - Regular Council Meeting (RCM)

Item No.: 25-7293

Title: Downtown Parking Study Update

CC: Eric Johnson, City Manager

Update Recommendation

Approval to perform an update to the Downtown Parking Study based on the attached scope by on call firm Kimley Horn for a fee not to exceed \$28,500 plus reimbursable expenses of \$500 from Mayor & Council Contingency as recommended in the Financial Impact section below.

Background

The City has performed several downtown parking studies in the last several decades and continues to see parking challenges as the downtown transitions to a more mixed use town center with restaurants and retail to restaurant conversion. A fresh post-pandemic look at the continued revitalization of the downtown can provide insight into a variety of parking management strategies to add increasing parking efficiency and possibly update parking ratio calculations.

Consultant Kimley-Horn has updated the scope of work based on feedback from Mayor and Council to include six tasks that include a basic review of existing documents, a brief several hour observation of parking behavior in downtown Norcross on a Friday evening with assessment of availability by facility noting areas of high parking demand, congestion hotspots, and opportunities to optimize parking utilization with the production of photography and occupancy heatmap overlaid on aerial imagery. These items are necessary to inform the consultant so that subsequent tasks can net tangible recommendations.

Kimley-Horn will then perform a high level review of existing parking requirements, benchmarked against up to five similarly situated cities. Parking management strategies will be highlighted to address adaptive re-use developments, minimum, maximum and variable parking requirements, as well as parking in-lieu fee rates. A policy brief will be established based on the information gathered highlighting parking management strategies that should be considered by the City and a virtual workshop will be conducted with staff and other identified and invited stakeholders such as members of the DDA.

Kimley-Horn will also develop a context-sensitive parking in-lieu fee rate as well as identify future public parking locations, evaluating up to three locations and highlighting pros and cons of each location including expenses, and project the number of spaces that can be added to the downtown. A high level overview of operational expenses will eventually yield a recommended in-lieu fee for consideration.

A draft downtown parking management ordinance will also be established for the boundaries of a parking overlay district, minimum parking requirements, procedures for accommodating site constrained adaptive reuse and parking management regulations to enhance the efficiency of the Downtown Norcross system. Final ordinance adoption is the responsibility of the City.

One additional presentation can be made to Council as an optional add-on fee that is not part of the overall price and scope currently shown. Creation of a power point and the presentation itself would be an additional cost, not to exceed an additional \$7,500 and billed on an hourly on-call rate.

Estimated completion time of Tasks 1-6 is twelve weeks from notice to proceed.

Financial Impact

Approximately \$29,000 in the short term, without the additional add on of Task 7, presentation to Council. Recommend the transfer of funds from Mayor & Council budget, decrease to 100-5.1310-579000 Contingency, to the Community Development Budget, increase to 100-5.7000-523850, Contract Labor.

Consistent with Comprehensive Plan?

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

Attachments

Agreement for Professional Services - Kimley Horn and Associates INC

Budget Amendment \$29K

Next Steps

Approve funding allocation and allow City Manager to authorize the work to commence.



April 25, 2025

Tracy Rye, AICP – Assistant City Manager
City of Norcross
65 Lawrenceville Street, NW
Norcross, GA 30071

Re: Letter Agreement for Professional Services for
2025 Downtown Norcross Parking Study
65 Lawrenceville Street, NW, Norcross, GA 30071

Dear Assistant City Manager Rye,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) submits this Letter Agreement (“Agreement”) to the City of Norcross (“Client”) for providing professional parking planning services for the 2025 Downtown Norcross Parking Study (“Project”).

Project Understanding

The City of Norcross is flourishing. Since the 2019 Downtown Norcross Parking Study, the City has seen new development and revitalization. Former retail establishments have been converted into restaurant spaces, new multifamily housing has been built, and the Gwinnett County Public Library's Norcross Branch has been added as a local amenity. With continued development and revitalization, the City of Norcross is experiencing challenges with the downtown parking experience. Although the 2019 Downtown Norcross Parking Study concluded that there was sufficient parking supply to meet future parking demand, the City has continued to experience parking shortages during peak periods. The purpose of this study is to evaluate the parking policies and management strategies that can enhance the parking and travel experience while also supporting growth in Downtown Norcross.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth as follows.

Task 1: Previous Plan Review

In addition to the 2019 Downtown Norcross Parking Study, the City of Norcross recently developed a Unified Development Ordinance (UDO). This ordinance provides guidance and requirements for future development in Downtown Norcross. To develop an understanding of previous planning efforts, Kimley-Horn will perform a review of the 2019 Downtown Norcross Parking Study and Norcross UDO. The findings of this assessment will be used to establish a baseline for the parking landscape in Downtown Norcross.

Task 2: Parking Behavior Observations

Building on the 2019 parking inventory provided by the Client, Kimley-Horn will observe parking behavior in Downtown Norcross during a peak period as designated by the City of Norcross. This update will evaluate downtown's existing on-street and off-street parking supply and assess the level of public parking accessibility by facility. Based on this performance observation, Kimley-Horn will note areas of observed high parking demand, congestion hotspots, and opportunities to optimize parking

utilization. Up to one (1) Kimley-Horn professional will perform parking utilization observations. Findings from this task will be documented in observation photographs and an occupancy heatmap on aerial imagery.

Task 3: Policy Review and Benchmark Study

Kimley-Horn will perform a high-level review of the City of Norcross' existing parking requirements and compare the city's requirements to up to five (5) benchmarked cities. This policy review and benchmark study will highlight parking management strategies implemented to address adaptive re-use developments, minimum, maximum, and variable parking requirements, and parking in-lieu fee rates. Based on the findings of this task, Kimley-Horn will develop a policy brief for review by the Client. This policy brief will highlight parking management strategies that should be considered by the City of Norcross. Kimley-Horn will participate in a virtual workshop with the Client and key stakeholders identified by the Client to refine the list of parking management strategies that could be incorporated into the City's municipal code. Additionally, Kimley-Horn will participate in up to one (1) one-hour virtual call with the Community Development Department to evaluate the application of the City of Norcross municipal code Chapter 200 – Land Use and Zoning Article III – Parking and Loading. Kimley-Horn will rely upon the Client to schedule and coordinate the meeting with the Community Development Department and key stakeholders. Findings from this task will be incorporated into the development of a draft ordinance as detailed in **Task 5**.

Task 4: Parking Valuation and Facility Siting

As a part of developing a context-sensitive parking in-lieu fee rate, Kimley-Horn will work with the Client to identify a potential location for a future public parking facility. During this task, Kimley-Horn will identify and evaluate up to three (3) potential facility locations, highlight the pros and cons associated with each location, evaluate parking management expenses, and project the number of parking spaces that can be added to the Downtown area, assuming an efficient parking layout. Based on the City's preferred parking facility location, Kimley-Horn will work with the Client to determine the expected value of the land and potential construction costs associated with developing a parking lot. As a part of this task, Kimley-Horn will provide a high-level review of the operational expenses required to manage a public parking operation. The result of this evaluation will be a recommended parking in-lieu fee structure. Lastly, this assessment will include a high-level comparison of funding sources for public parking. A comparison will be developed between a self-sustaining parking operation and a Tax Allocation District-funded program. Kimley-Horn will rely upon the Client to provide parameters for the Tax Allocation District and tax rates.

Task 5: Draft Ordinance Development

Kimley-Horn will develop a draft ordinance for parking management in Downtown Norcross. This draft ordinance will establish the boundaries of a parking overlay district, minimum parking requirements, procedures for accommodating site-constrained adaptive reuse developments, and parking management regulations to enhance the efficiency of Downtown Norcross' parking system. Kimley-Horn will address up to two (2) rounds of consolidated revisions to this draft ordinance. This deliverable is expected to remain in draft format upon completion by Kimley-Horn, allowing the Norcross City Council to adjust it before the city finalized the ordinance. Kimley-Horn does not guarantee approval of

this ordinance by the City Council. Revisions to this ordinance beyond the amount detailed in this proposal can be provided as an additional service.

Task 6: Meetings and Coordination

Kimley-Horn will participate in up to six (6) bi-weekly meetings with the Client. Additionally, Kimley-Horn will participate in up to two (2) additional meetings, as requested by the Client, to socialize study findings and address revisions. Up to two (2) Kimley-Horn professionals will participate in meetings with the Client.

Optional Task 7: City Council Presentation

As requested by the Client, Kimley-Horn will prepare a PowerPoint presentation documenting the findings from the previous tasks. This presentation will include an overview of the project's objectives, a summary of observed parking behavior, a recap of stakeholder feedback, and a comparison of management scenarios and potential outcomes. As a part of this task, Kimley-Horn will participate in up to one (1) presentation to the City of Norcross staff/City Council. Kimley-Horn will address up to one (1) round of consolidated revisions for the PowerPoint presentation. This task can be performed as an hourly not-to-exceed task at our then-current hourly rates. We anticipate this task not to exceed **\$7,500**.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include but are not limited to, the following:

- Developing a Comprehensive Parking Operations Plan
- Opinions of probable cost or revenue projections associated with management strategies
- Stakeholder Engagement. Kimley-Horn recommends performing at least two rounds of stakeholder engagement to understand the needs of business owners and downtown stakeholders and to socialize the menu of parking management strategies developed in this scope of work.
- Conceptual or Schematic Design development of a parking deck
- Development of a Parking Operator Request for Proposals (RFP)
- Procuring technology services or providing a comprehensive technology review

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- The 2019 Downtown Norcross parking inventory.
- Any previous parking utilization or parking demand studies for Downtown Norcross.
- Any previous planning efforts for Downtown Norcross.

SCHEDULE

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed-upon schedule. We anticipate completing the services in this scope within twelve (12) weeks following receiving a notice to proceed.

FEE AND EXPENSES

Kimley-Horn will perform the services described in Tasks 1 - 6 for the total lump sum labor fee below. In addition to the lump sum, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client.

Task Number & Name		Lump Sum
1	Previous Plan Review	\$2,000
2	Parking Behavior Observations	\$2,500
3	Policy Review and Benchmark Study	\$7,000
4	Parking Valuation and Facility Siting	\$6,000
5	Draft Ordinance Development	\$8,000
6	Meetings and Coordination	\$3,000
Total Lump Sum		\$28,500
Direct Reimbursables		\$500

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be billed as incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Norcross.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:

Printed Name: Jeffrey Elsey, P.E., CAPP, LEED AP

Title: Vice President



City of Norcross

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Standard Provisions

**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

- f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
 - 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
 - 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
 - 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
 - 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
 - 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability,

in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken

pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Finance Department Budget Adjustment Entry

Purpose: Item 25-7293: To appropriate from Mayor & Council Contingency to Community Development Contract Labor for Downtown Parking Study Update

Effective Date: 5/5/2025

Description	Account Number	Increase	Decrease
Community Development, Contract Labor	100.5.7000.523850	29,000	
Mayor & Council, Contingencies	100-5.1310.579000		29,000
	Totals	29,000	29,000

This budget amendmenthas a net zero impact to budget.



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

City of Norcross

Legislation Details (With Details)

File #:	25-7296	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	Pedestrian Railroad Crossing(S) Project		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Pedestrian Railroad Crossing\(s\) Project](#)
2. [AutoCad Project Renderings](#)
3. [Construction Agreement & Plans with NFS RR](#)
4. [Project Cost Summary](#)
5. [Final Cost Estimate for Construction](#)
6. [Budget Amendment - \\$171,452.00](#)

Title
Pedestrian Railroad Crossing(S) Project

Drafter
Len Housley

Motion
 A motion to Approve/Deny the construction agreement with Norfolk Southern Railroad, authorize the release of the construction Request for Proposals (RFP), and approve a budget amendment in the amount of \$171,452.00 from Transportation SPLOST.



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

AGENDA REPORT

To: Mayor and Council

From: Len Housley, Director Public Works

Meeting Date: May 5, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7296

Title: Pedestrian Railroad Crossing(s) Project

CC: Eric Johnson, City Manager

Recommendation

Approve the Construction Agreement with NFS RR, the RFP release for construction with brick paver option, and a budget amendment from Transportation SPLOST to Project account.

Background

In October 2022, Council approved a total budget of \$610,600.00 to improve 5 Pedestrian Railroad Crossings at Rowan St., Autry St., Holcomb Bridge Rd., Jones St./Park Dr. and Langford Road. Keck & Wood was awarded the contract for Planning and Engineering. (Renderings attached)

Plans have been approved by NFS Railroad and Gwinnett County. The project is ready for release of an RFP for construction. Various project improvements will include concrete sidewalks, curb & gutter, and stormwater drainage modifications. NFS RR Agreement and final plans are attached.

Total cost of project is \$674,054.00. To date, M&C has approved \$610,600.00 and this leaves a project shortfall of \$64,000 (rounded up). Construction costs are estimated at \$495,275.00 with 10% contingency. Detailed project cost summary and construction cost estimate attached.

Financial Impact

- Approval of budget amendment for \$171,452.00 in additional funds from Transportation SPLOST.

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

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Increases Opportunities for Travel via Different Modes within and Outside the Community

Attachments

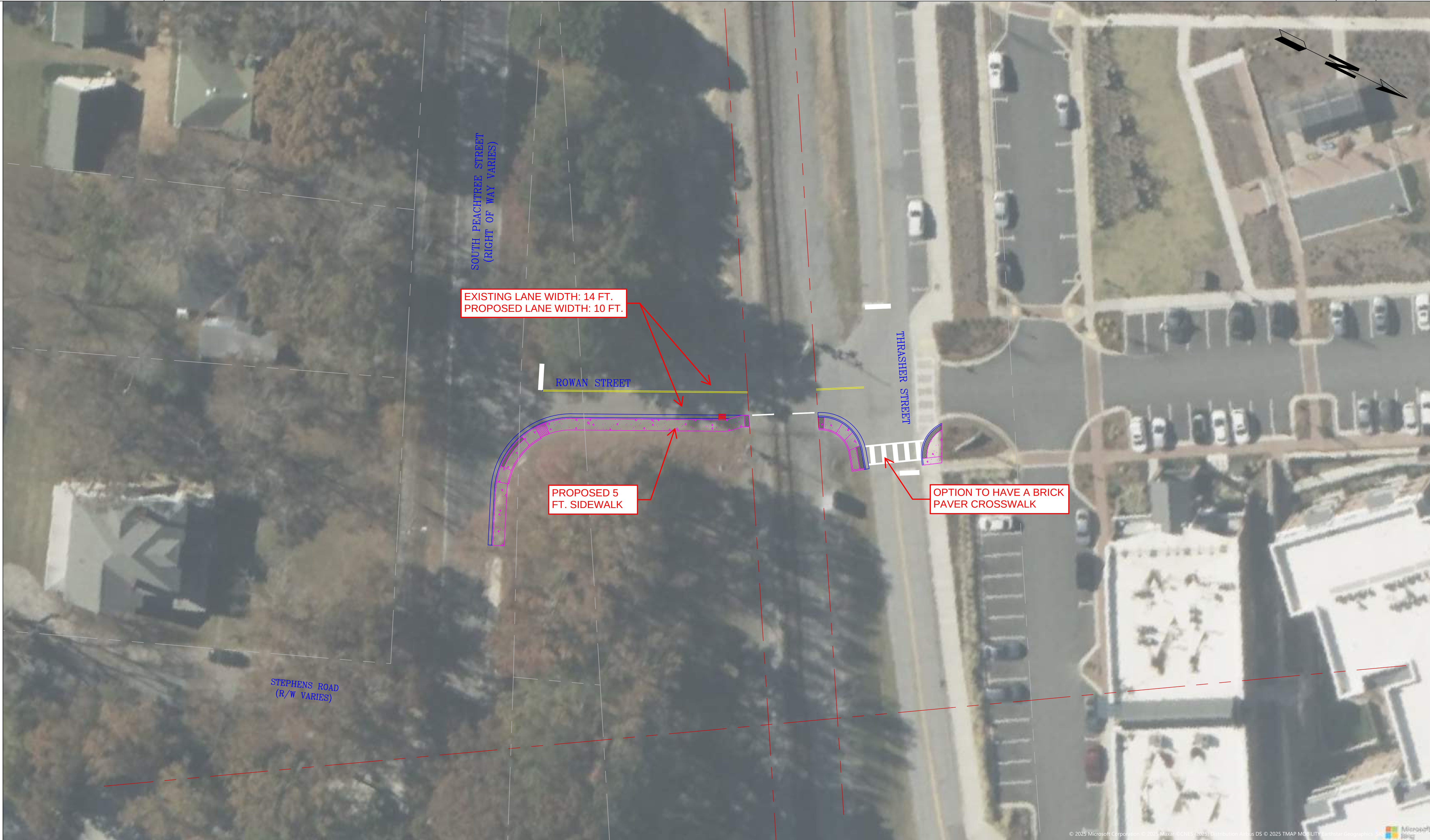
- Project Renderings
- Construction Agreement & Plans with NFS RR
- Project Cost Summary
- Final Cost Estimate for Construction

Update

During the April 2025 Policy Work Session, Council requested an option to also brick-pave crosswalk at the intersection of Rowan and Thrasher; and increase contingency funding for the project.

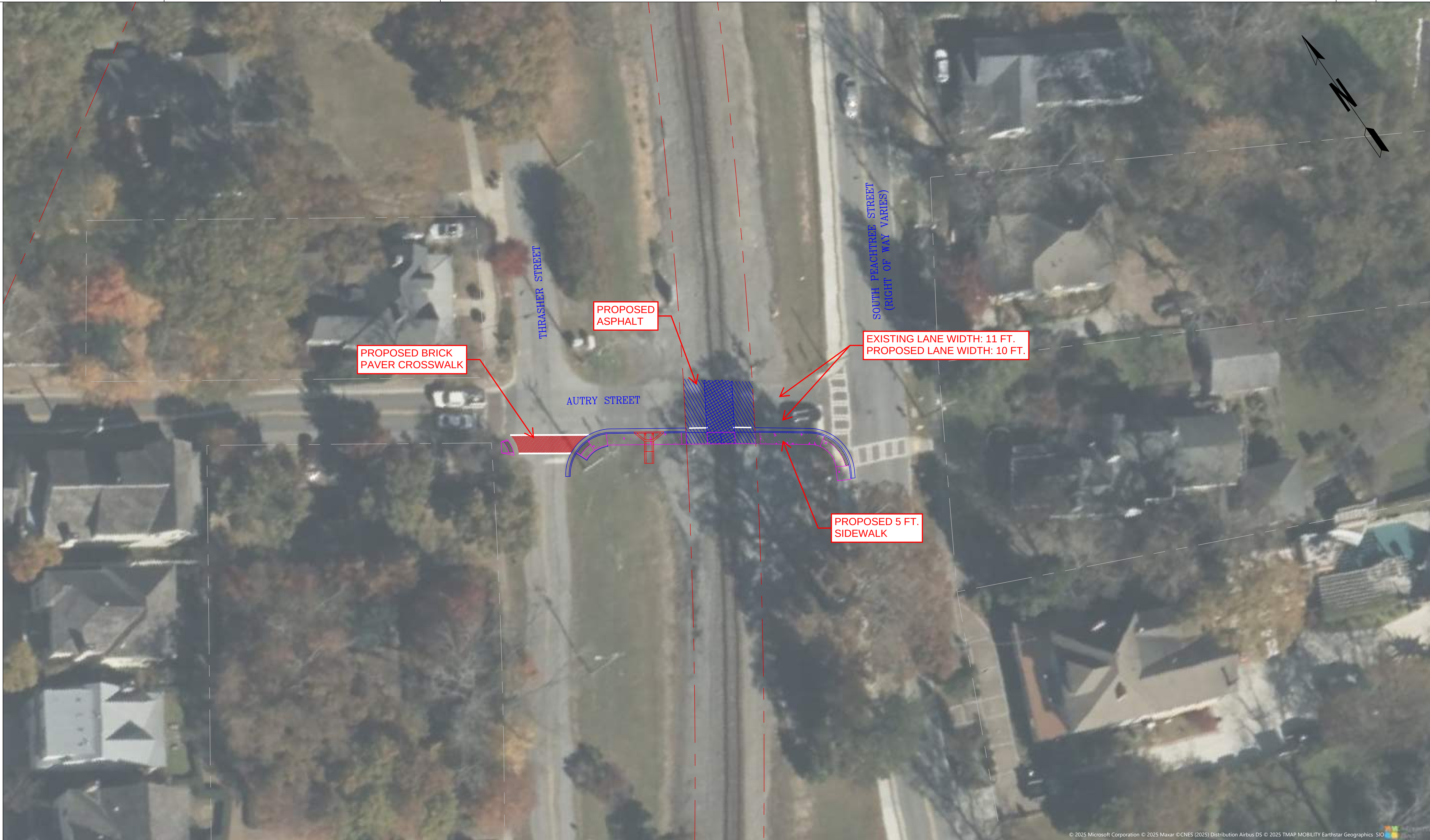
Cost estimate for the brick paver option is included and contingency was increased from 10% to 15%. The total cost of project with option is \$782,100.00. Detailed project cost summary and updated construction cost estimate for both options attached.

The intent is to have an RFP release for original construction design and include an additional brick paver option costed out separately. Once proposals are reviewed and evaluated, Staff will brief known costs to Council for contract approval—with or without option.



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THIS AGREEMENT, dated as of the ____ day of _____, 20__ is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is 650 West Peachtree Street NW – Box 45, Atlanta, Georgia 30308 (hereinafter called “RAILWAY”); and

CITY OF NORCROSS, a Georgia Municipality, whose mailing address is 65 Lawrenceville Street, Norcross, Georgia 30071 (hereinafter called “LICENSEE”).

RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to widen the Autry Street at-grade crossing (DOT# 717855H), as well modifying the approach roadway at Rowan Street (DOT# 717857W), Holcomb Bridge Road (DOT# 717853U), Jones Street (DOT# 717852M), and Langford Road (DOT#717851F) (the “Facilities”), in the vicinity of RAILWAY Mileposts 618.60, 618.93, 618.45, 618.40, and 617.37 at or near Norcross, Gwinnett County, Georgia (the “Premises”), located substantially as shown on Exhibit A; and

WHEREAS, upon RAILWAY’s written approval of the project plans and specifications, RAILWAY is willing to permit LICENSEE to enter upon RAILWAY’s right of way for installation, construction, maintenance, operation and removal of the Facilities upon the terms and conditions of this Agreement. Preliminary plans and specifications are attached hereto as Exhibit B; and

WHEREAS, RAILWAY is willing, at LICENSEE’s sole expense, to make modifications to RAILWAY’s right of way and/or appurtenances rendered necessary by LICENSEE’s installation, construction, maintenance, operation and removal of its Facilities in accordance with the force account estimate marked Exhibit D.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

I. LICENSEE’S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard contractor right-of-entry agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current “as is” condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall submit the plans and specifications for the Facilities at 30%, 60%, 90% and final design levels. Upon RAILWAY’s written approval of the plans and specifications, LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with: (a) the approved plans and specifications (if any) and any other specifications prescribed by RAILWAY; (b) applicable governmental regulations or laws and (c) applicable specifications adopted by the American RAILWAY

Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above.

4. Indemnification. To the extent permitted by applicable law, LICENSEE hereby agrees to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises or in any manner grows out of (a) the presence of LICENSEE, its employees, agents and/or contractors on or about the Premises, regardless of whether negligence on the part of RAILWAY, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any allegation that RAILWAY is an employer or joint employer of a LICENSEE or is liable for related employment benefits or tax withholdings; or (c) any decision by RAILWAY to bar or exclude LICENSEE from the Premises pursuant to the terms of this Agreement.

5. Environmental Matters. LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities. LICENSEE agrees to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities.

6. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities, it is agreed that the safety of people and the safety and continuity of RAILWAY's operations shall be of first importance. LICENSEE shall always act and shall require its employees, agents, contractors, and invitees to act, with the highest regard for safety and RAILWAY operations continuity and shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard. LICENSEE shall itself comply and shall require its employees, agents, contractors, and invitees to comply with all RAILWAY "Special Provisions for Protection of Railway Interests" ("Special Provisions"), as may be amended from time to time, attached hereto in current form as Exhibit C and hereby incorporated by reference. As used in the Special Provisions, LICENSEE is the "Contractor" should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to function as a single point-of-contact for LICENSEE (referred to as the "Sponsor's Engineer" in Exhibit C).

7. Qualified Protective Services. LICENSEE agrees that it will require its contractor to furnish and maintain qualified protective services equipped to operate around RAILWAY operations to protect the LICENSEE, or its contractor, when construction activities are taking place on or adjacent to the RAILWAY property and/or has the potential to foul the RAILWAY's tracks or operations. All expenses for the qualified protective services shall be covered by the LICENSEE. Prior to use, RAILWAY has the right to ensure the qualified protective services used is properly equipped to provide services around RAILWAY operations to ensure safety.

8. Insurance. Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall procure and maintain (and/or cause a LICENSEE agent or contractor to procure and maintain, as applicable), at its expense, insurance as defined in the Special Provisions.

9. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks during the installation, maintenance, repair, renewal or removal of the Facilities.

10. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional

responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

11. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

12. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall, upon thirty (30) days prior written notice from RAILWAY and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY.

13. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees shall not be responsible for any liability for such damage.

14. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay any sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

- (a) If LICENSEE shall discontinue the use or operations of the Facilities; or
- (b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or
- (c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or
- (d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

18. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the termination of this Agreement, LICENSEE shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by RAILWAY, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event LICENSEE shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by LICENSEE, and the same shall become the property of RAILWAY for RAILWAY to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities, RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

19. Interests in Real Property

LICENSEE shall acquire or settle all property, property rights and all damages to property affected by the installation, construction, maintenance, and operation of the Facilities. The cost of said property, property rights and damages to property shall be borne by LICENSEE.

RAILWAY, insofar as it has the legal right so to do, shall permit LICENSEE to enter upon lands owned or operated by RAILWAY to construct and occupy its property with sufficient width to permit construction and maintenance of the Facilities. LICENSEE and RAILWAY shall enter into good faith negotiations for a price to be consistent with the property interest determined by LICENSEE to be needed for the proposed improvement.

However, the price to be paid by LICENSEE to RAILWAY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by LICENSEE, and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, LICENSEE will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this Agreement shall survive the institution of such eminent domain proceeding.

LICENSEE shall furnish the plans and descriptions for any such conveyance. It is understood, however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate RAILWAY to convey any interest in its land.

II. SCOPE OF RAILROAD PROJECT, AND MAINTENANCE AND OWNERSHIP OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection and superintendence within and along RAILWAY property necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities ("Railroad Project").

2. Construction of the Railroad Project. The RAILWAY shall construct the Railroad Project in accordance with the force account estimate, attached as Exhibit D and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All work performed by the RAILWAY related to the Railroad Project and consistent with the force account estimate will be deemed reimbursable project expenses and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish work on the Railroad Project by use of one or more of the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Project. Upon completion of the Railroad Project, the RAILWAY shall own and, at its own cost and expense, maintain the Railroad Project improvements until such time as RAILWAY deems such maintenance to no longer be necessary.

4. Construction of the Railroad Project. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY with the Railroad Project ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence construction on the Railroad Project as soon as possible, in RAILWAY's sole discretion, after the date of availability for RAILWAY to commence its construction activities on the Railroad Project.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE, all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse RAILWAY for the actual cost of the work performed by it, which is estimated to be **ONE HUNDRED THREE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS and Zero Cents (\$103,179.00)**. It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the Railroad Project shall be submitted to LICENSEE for final audit.

(c) Incurred Costs. The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE.

III. GENERAL PROVISIONS

1. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

3. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

4. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:
c/o City of Norcross
65 Lawrenceville Street
Norcross, Georgia 30071
Attention: Engineer

As to RAILWAY:
c/o Norfolk Southern Railway Company
Engineering – Design & Construction
650 West Peachtree Street NW – Box 45
Atlanta, Georgia 30308
Attention: Engineer Public Improvements

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

5. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

6. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and RAILWAY and their successors and assigns.

7. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

8. Amendment; Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

9. Waiver of Workers Compensation Immunity. In the event that all or a portion of the Premises is located in the State of Ohio, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code. In the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Pennsylvania Workers' Compensation Act, 77 P.S. 481.

10. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Premises exist.

11. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

12. Approval of Plans. By its review and written approval of the plans for construction of the Facilities, RAILWAY signifies only that the improvements to be constructed in accordance with the plans satisfy the RAILWAY's requirements. RAILWAY expressly disclaims all other representations and warranties in connection with said plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the LICENSEE or any other person(s) of the plans or improvements constructed in accordance with the plans.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

CITY OF NORCROSS

By: _____

Name: _____

Title: _____

Date: _____

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

Name: _____

Title: _____

Date: _____

NS File: CX0104129

Attachment: Construction Agreement & Plans with NFS RR (25-7296 : Pedestrian Railroad Crossing(S)



Project Location
DOT# 717855H
MP 618.60

Project Location-Park
Dr
DOT# 717852M
MP 618.40

Project Location
DOT# 717851F
MP 617.37

Project Location
DOT# 717853U
MP 618.45

LOCATION SKETCH

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

END PROJECT
STA: 31+91.30
N 1433651.0786
E 2282290.0432

BEGIN PROJECT
STA: 50+00.00
N 1437521.0785
E 2286489.7853

END PROJECT
STA: 41+71.46
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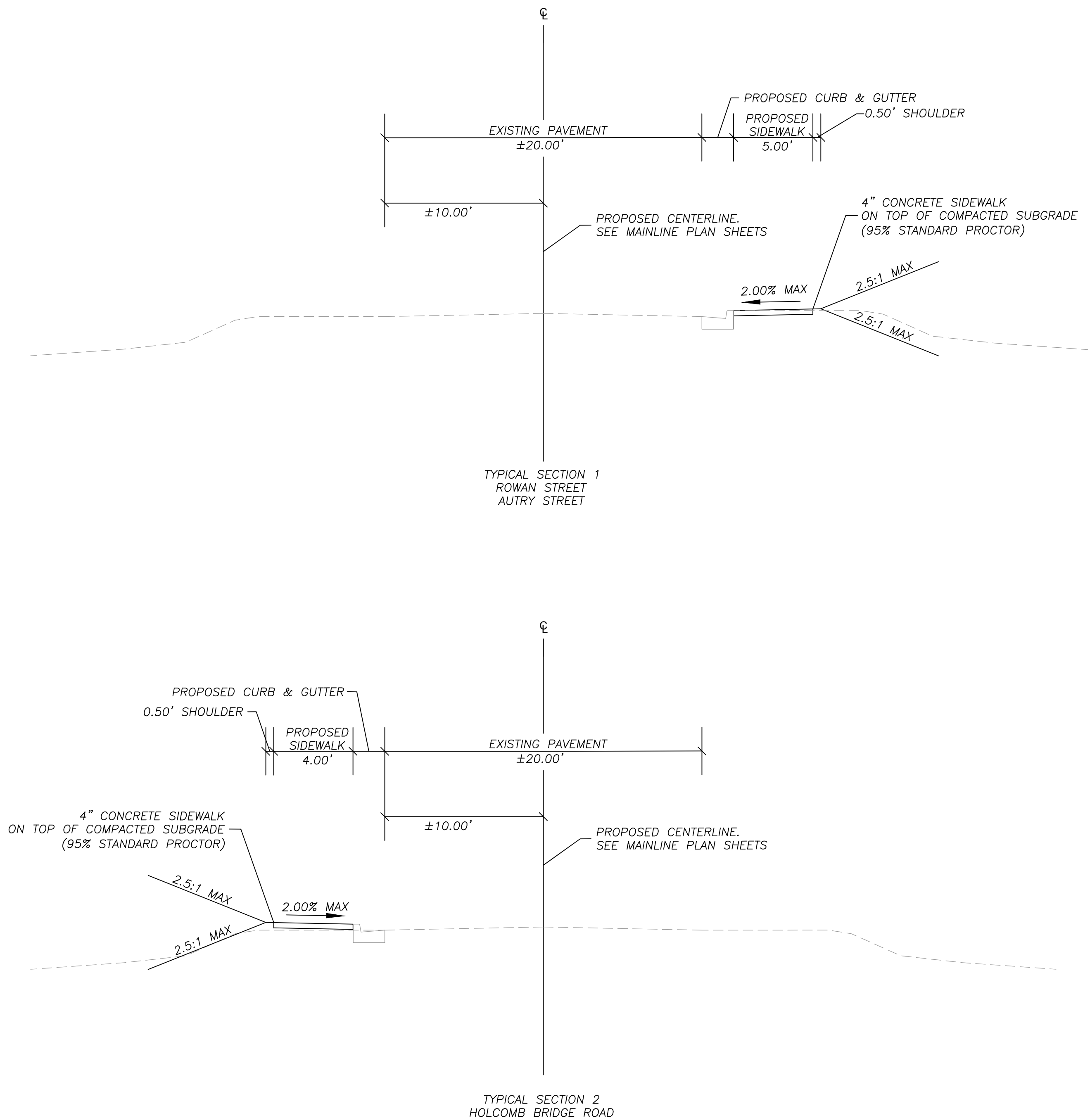
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Attachment: Construction Agreement & Plans with NFS RR (25-7296 : Pedestrian Railroad Crossing(S) Project)

			STATE		PROJECT No.	
			GA		220312	
GENERAL NOTES						
1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CURRENT GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) STANDARD DETAILS AND THE GDOT STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF TRANSPORTATION SYSTEMS, LATEST EDITION, AND SUPPLEMENTS THERETO, AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION. 2. ALL KNOWN UTILITY FACILITIES ARE SHOWN SCHEMATICALLY ON THE PLANS AND ARE NOT NECESSARILY ACCURATE IN LOCATION AS TO PLAN OR ELEVATION. UTILITY FACILITIES SUCH AS SERVICE LINES OR UNKNOWN FACILITIES NOT SHOWN ON THE PLANS WILL NOT RELIEVE THE CONTRACTOR OF HIS OR HER RESPONSIBILITY UNDER THIS REQUIREMENT EXCEPT AS NOTED BELOW. "EXISTING UTILITY FACILITIES" MEANS ANY UTILITY THAT EXISTS ON THE PROJECT IN ITS ORIGINAL, RELOCATED, OR NEWLY INSTALLED POSITION. THE CONTRACTOR WILL NOT BE HELD RESPONSIBLE FOR THE COST OF REPAIRS TO DAMAGED UTILITY FACILITIES OTHER THAN SERVICE FROM STREET MAINS TO ABUTTING PROPERTY, WHEN SUCH FACILITIES ARE NOT SHOWN ON THE PLANS AND THEIR EXISTENCE IS UNKNOWN TO THE CONTRACTOR PRIOR TO THE DAMAGES OCCURING, PROVIDED THE ENGINEER DETERMINES THE CONTRACTOR HAS OTHERWISE FULLY COMPLIED WITH THE SPECIFICATIONS. ALL UTILITY FACILITIES WHICH ARE IN CONFLICT WITH CONSTRUCTION AND ARE NOT COVERED AS SPECIFIC ITEMS IN THE DETAILED ESTIMATE ARE TO BE REMOVED OR RELOCATED TO CLEAR CONSTRUCTION IN ADVANCE OF THE WORK. 3. UTILITY WORK COORDINATION WILL BE REQUIRED AS PART OF THIS CONTRACT. THE CONTRACTOR WILL BE REQUIRED TO USE THE ONE-CALL CENTER TELEPHONE NUMBER, 811, FOR THE PURPOSE OF COORDINATING THE MARKING OF UNDERGROUND UTILITIES. THE CONTRACTOR'S ATTENTION IS CALLED TO SUBSECTION 105.06 OF THE GDOT STANDARD SPECIFICATIONS "COOPERATION WITH UTILITIES" 4. ALL UNDERGROUND UTILITIES ARE TO BE LOCATED BY THE UTILITY OWNER OR A "LOCATE" FIRM PRIOR TO EARTH DISTURBING ACTIVITIES. 5. IF PERMIT WORK IS WITHIN 1000 FEET OF A GDOT TRAFFIC SIGNAL, A SEPARATE LOCATE REQUEST IS REQUIRED. FOR MORE INFORMATION, CALL 770-531-5856. 6. THE CONTRACTOR SHALL STRICTLY ADHERE TO DUST CONTROL REGULATIONS. ALL AREAS SUBJECTED TO DUST FORMATION MUST BE PERIODICALLY WATERED SUFFICIENT TO RETARD DUST. ALL COSTS FOR DUST CONTROL SHALL BE INCLUDED IN PRICE BID FOR GRADING COMPLETE - LUMP SUM. 7. TYPE OF GRASS OR SOD USED ON THIS PROJECT WILL BE REQUIRED TO MATCH ANY TYPE OF GRASS OR SOD WHICH MAY BE PLANTED AND GROWING ON THE ADJACENT LAWN. I.E. BERMUDA SOD FOR BERMUDA SOD, ZOYSIA FOR ZOYSIA ETC. NO SEPERATE PAYMENT WILL BE MADE FOR ANY COST INCURRED TO COMPLY WITH THIS REQUIREMENT. 8. INGRESS AND EGRESS SHALL BE MAINTAINED AT ALL TIMES TO ADJACENT PROPERTIES. REFER TO SUB-SECTION 107.07 OF THE GDOT STANDARD SPECIFICATIONS. 9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH SUITABLE BORROW MATERIAL FOR THE PROJECT AND DISPOSE OF ANY UNSUITABLE OR WASTE MATERIAL. 10. HORIZONTAL CONTROL IS BASED UPON GEORGIA STATE PLANE COORDINATION SYSTEM. 11. ALL DRIVEWAYS THAT ARE TO BE RECONSTRUCTED SHALL BE IN KIND I.E. CONCRETE FOR CONCRETE. OFTEN WITH URBAN SHOULDERS, VALLEY GUTTER IS USED. THIS IS A SEPARATE PAY ITEM FROM THE REST OF THE DRIVEWAY PAVEMENT MATERIALS. WITH CONCRETE DRIVEWAYS THE VALLEY GUTTER THICKNESS SHOULD NOT BE LESS THAN THE CONCRETE THICKNESS. RESIDENTIAL DRIVEWAY DRIVES SHALL BE CONSTRUCTED USING: CONCRETE - DRIVEWAY CONCRETE, 6" THICK COMMERCIAL DRIVEWAY DRIVES NOT USING THE MAINLINE PAVEMENT SHALL BE CONSTRUCTED USING: CONCRETE - DRIVEWAY CONCRETE, 8" THICK Water: Gwinnett County Sewer: Gwinnett County Traffic: Gwinnett County Gas: AGL Telephone: AT&T, Verizon, COMCAST, CenturyLink, Crown Castle, Zayo, Lamberts, Hargray, Fiberlight Electric: Georgia Power & City of Norcross 12. THE CONTRACTOR SHALL OBSERVE ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY REGULATIONS REGARDING PIPE INSTALLATION IN TRENCHES. 13. THE CONTRACTOR'S ATTENTION IS DIRECTED TO ARTICLES 104.05 AND 107.07 OF THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS FOR TRAFFIC CONTROL AND SEQUENCE OF OPERATIONS IN REGARDS TO MAINTENANCE OF TRAFFIC DURING CONSTRUCTION. 14. ALL TEMPORARY SIGNING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", CURRENT EDITION AND/OR AS DIRECTED BY THE ENGINEER. 15. ALL CUT AND FILL SLOPES SHALL BE GRASSED AS DIRECTED BY THE ENGINEER IMMEDIATELY AFTER THE SLOPES ARE ESTABLISHED IN ORDER TO REDUCE EROSION, IF THE SEASON DOES NOT PERMIT GRASSING, TEMPORARY MULCH SHALL BE USED AS DIRECTED BY THE ENGINEER. REFER TO SECTION 161 OF THE STANDARD SPECIFICATIONS. 16. THE CONTRACTOR SHALL ENSURE THAT POSITIVE AND ADEQUATE DRAINAGE IS MAINTAINED AT ALL TIMES WITHIN THE PROJECT LIMITS. 17. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO OR CONCURRENT WITH LAND DISTURBANCE ACTIVITIES AND SHALL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION OR AS DIRECTED BY THE ENGINEER. 18. ALL SILT FENCES MUST BE PLACED AS ACCESS IS OBTAINED DURING CLEARING, NO GRADING SHALL BE DONE UNTIL SILT FENCE INSTALLATION IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ALL SILT FENCES AND TO REPAIR OR REPLACE ANY SILT FENCE THAT IS NOT SATISFACTORY. EROSION CONTROL GATES SHALL BE PLACED IMMEDIATELY AFTER DRAINAGE STRUCTURES ARE IN PLACE. ALL EROSION CONTROL DEVICES SHALL BE PLACED ACCORDING TO THE PLANS AND AS DIRECTED BY THE ENGINEER. SEE THE GEORGIA STANDARD SPECIFICATIONS AND THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA", CURRENT EDITION REGARDING EROSION CONTROL. 19. CITY OF NORCROSS, GWINNETT COUNTY DOT, AND GEORGIA DOT SHALL BE NOTIFIED A MINIMUM OF 72 HOURS IN ADVANCE OF ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL COORDINATE THIS ACTION WITH THE PROJECT ENGINEER. 20. CONTRACTOR TO ADJUST ALL UTILITIES TO FINISHED GRADE UNLESS NOTED OTHERWISE, INCLUDING SANITARY SEWER MANHOLES, WATER METERS, WATER VALVES, GAS METERS, GAS VALVES. 21. ANY ADJUSTMENTS OR RELOCATIONS OF GWINNETT COUNTY DEPARTMENT OF PUBLIC UTILITIES' FACILITIES SHALL BE IN ACCORDANCE WITH THE DEPARTMENT'S "SPECIFICATIONS FOR THE CONSTRUCTION OF SEWER MAINS" BOTH ARE AVAILABLE AT THE DEPARTMENT'S OFFICE AT 684 WINDER HIGHWAY, LAWRENCEVILLE, GEORGIA. TELEPHONE 678-376-7151 22. CONTRACTOR TO CONFIRM LOCATIONS OF ALL UTILITIES AND INFORM ENGINEER OF ANY CONFLICTS PRIOR TO CONSTRUCTION. 23. THE USE OF PRECAST STRUCTURES FOR STORM SEWER IMPROVEMENTS WILL BE DONE SO AT THE CONTRACTOR'S RISK. NO ADDITIONAL PAYMENT WILL BE MADE FOR A REPLACEMENT STRUCTURE DUE TO UTILITY CONFLICTS. 24. ALL ADA WHEELCHAIR RAMPS WITHIN RADII SHALL BE 8 INCH THICK CONCRETE. 25. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND LOCATING ALL EXISTING IRRIGATION SYSTEMS WITHIN THE PROJECT LIMITS (IF APPLICABLE). NO ADDITIONAL PAYMENT WILL BE MADE FOR REMOVING RELOCATING, OR REPLACING DAMAGED IRRIGATION SYSTEMS. 26. THE CONTRACTOR SHALL ENSURE THAT POSITIVE AND ADEQUATE DRAINAGE IS MAINTAINED AT ALL TIMES WITHIN THE PROJECT LIMITS. SLOPE STABILIZATION (MATTING) SHALL BE PLACED ON CUT AND FILL SLOPES THAT ARE 2.5:1 OR GREATER. 27. AT LOCATIONS WHERE NEW PAVEMENT IS TO BE PLACED ADJACENT TO EXISTING PAVEMENT WITHOUT AN OVERLAY OR WHERE CURBING IS TO BE PLACED ACROSS A PAVED AREA, A JOINT SHALL BE SAWED ON A LINE ESTABLISHED BY THE ENGINEER TO ENSURE PAVEMENT REMOVAL TO A NEAT LINE. 28. THE CONTRACTOR SHALL ENSURE THAT NO CONSTRUCTION-RELATED ACTIVITIES (SUCH AS THE USE OF EASEMENTS, STAGING, CONSTRUCTION, VEHICULAR USE, BORROW OR WASTE ACTIVITIES, SEDIMENT BASINS, TRAILER PLACEMENT, ETC.) OCCUR IN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES TO REMAIN IN THE RIGHT OF WAY. <u>THIS DOES NOT APPLY TO TREES WITHIN THE CONSTRUCTION LIMITS OR LIMITS OF DISTURBANCE THAT WILL BE REMOVED OR DESTROYED TO ALLOW FOR CONSTRUCTION.</u> 29. CONTRACTOR TO PERFORM SOIL TESTS TO IDENTIFY AND IMPLEMENT SITE-SPECIFIC FERTILIZER NEEDS. SEE SHEET 51-0002. 30. CONTRACTOR TO CONDUCT TURBIDITY SAMPLING AFTER EVERY RAIN EVENT OF 0.5 INCH OR GREATER WITHIN ANY 24 HOUR PERIOD, RECOGNIZING THE EXCEPTIONS SPECIFIED IN SECTION IV.D.6.d OF THE NPDES PERMITS. SEE SHEET 51-0002. 31. CONTRACTOR SHALL NOT PERFORM LAND DISTURBING ACTIVITIES WITHIN THE STATE MANDATED STREAM BUFFER UNTIL APPROVAL IS RECEIVED FROM THE USACE. 32. GRADING COMPLETE INCLUDES BUT IS NOT LIMITED TO MOBILIZATION, CLEARING, GRUBBING, GRADING, DEMOLITION, TEMPORARY MEASURES, SAWCUTTING PAVEMENT, RESETTING FENCE, RESETTING MAILBOXES, REPLACING EXISTING SIGNS AND SIGN POSTS, REMOVAL OF TREES AND STUMPS, REMOVAL OF CURB AND PAVEMENT, ADJUSTING MANHOLES, MANHOLE CURB ENTRANCE, 8" UNDERWAY PIPE, FIRE HYDRANTS, WATER VALVES, WATER METERS, AND OTHER UTILITIES TO FINISH GRADE, REPLACING SPECIAL DESIGN AND STANDARD CATCH BASIN TOPS, CONSTRUCTION TESTING, REPLACEMENT OF PRIVATE PROPERTY OWNER FEATURES (IN KIND OR TO THE SATISFACTION OF THE PRIVATE OWNER) DAMAGED OR REMOVED DURING CONSTRUCTION (THIS INCLUDES ITEMS INSIDE AND OUTSIDE THE CONSTRUCTION LIMITS). ANY ITEM NOT SPECIFIED SHALL BE CONSIDERED INCIDENTAL TO THE WORK AND SHALL BE INCLUDED IN THE LUMP SUM PRICE FOR GRADING COMPLETE. 33. PERTAINING TO HOLCOMB BRIDGE RD AND LANGFORD RD: ANY AND ALL REQUESTS FOR AN OPEN ROAD CUT OR LANE CLOSURE SHALL NEED TO BEGIN WITH AN EMAIL TO DOTCOMMUNITYRELATIONS@GWINNETTCOUNTY.COM TO INITIATE THE PROCESS. APPROVAL OF EITHER A ROAD CUT OR LANE CLOSURE WILL NOT BE CONSIDERED UNTIL A REQUEST HAS BEEN SENT TO THE EMAIL ADDRESS SHOWN ABOVE. FOR ANY QUESTIONS, PLEASE SEND AN EMAIL TO THE ADDRESS ABOVE, OR CALL THE GWINNETT COUNTY DEPARTMENT OF TRANSPORTATION MAIN NUMBER AT 770.822.7400 34. ALL TRAFFIC CONTROL SIGNS THAT ARE REMOVED OR DAMAGED MUST BE REINSTALLED OR REPLACED. ALL SIGNS MUST BE REINSTALLED TO THE STANDARDS IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). GEORGIA811 Utilities Protection Center, Inc. Know what's below. Call before you dig. REVISION DATES GENERAL NOTES NORCROSS PEDESTRIAN RAILROAD CROSSINGS CITY OF NORCROSS, GEORGIA CHECKED: DATE: BACKCHECKED: DATE: CORRECTED: DATE: VERIFIED: DATE: DRAWING No. 04-0001 keck+Wood COLLABORATION BY DESIGN 3090 PREMIERE PARKWAY, SUITE 200 DULUTH, GA 30097 (678) 417-4000 keckwood.com Packet Pg. 152						

					STATE	PROJECT No.
					GA	220312
	NORFOLK SOUTHERN NOTES					
	1. ALL WORK TO BE PERFORMED ON OR ADJACENT TO THE RAILROAD RIGHT-OF-WAY SHALL COMPLY WITH THE NORFOLK SOUTHERN RAILWAY COMPANY ("RAILROAD", "NSR" OR "NS") PUBLIC PROJECTS MANUAL (APPENDIX E, SPECIAL PROVISIONS FOR THE PROTECTION OF RAILWAY INTERESTS). WHEN IN CONFLICT WITH OTHER PROJECT SPECIFICATIONS, THE MOST STRINGENT ONE SHALL APPLY. 2. "ONE CALL" SERVICES DO NOT LOCATE BURIED RAILROAD SIGNAL AND COMMUNICATION LINES. THE CONTRACTOR SHALL CONTACT THE RAILROAD'S REPRESENTATIVE 2 DAYS IN ADVANCE OF WORK AT THOSE PLACES WHERE EXCAVATION, PILE DRIVING, OR HEAVY LOADS MAY DAMAGE THE RAILROAD'S UNDERGROUND FACILITIES. UPON REQUEST FROM THE CONTRACTOR OR SPONSOR, RAILROAD FORCES WILL LOCATE AND PAINT MARK OR FLAG THE RAILROAD'S UNDERGROUND FACILITIES. THE CONTRACTOR SHALL AVOID EXCAVATION OR OTHER DISTURBANCE OF THESE FACILITIES. IF DISTURBANCE OR EXCAVATION IS REQUIRED NEAR A BURIED RAILROAD FACILITY, THE CONTRACTOR SHALL COORDINATE WITH THE RAILROAD TO HAVE THE FACILITY POTHOLED MANUALLY WITH CAREFUL HAND EXCAVATION. THE FACILITY SHALL BE PROTECTED BY THE CONTRACTOR DURING THE COURSE OF THE DISTURBANCE UNDER THE SUPERVISION AND DIRECTION OF THE RAILROAD'S REPRESENTATIVE. (SEE NS PUBLIC PROJECTS MANUAL, APPENDIX E, SECTION 3.D). 3. ALL UTILITY INSTALLATIONS OR RELOCATIONS THAT ARE REQUIRED IN CONJUNCTION WITH THIS PROJECT CAN BE INSTALLED OR RELOCATED AS PART OF THE PROJECT PROVIDED THE CONSTRUCTION IS PREFORMED BY THE PROJECT CONTRACTOR OR PROJECT CONTRACTOR'S SUB-CONTRACTOR. HOWEVER, THE UTILITY MUST SUBMIT AN APPLICATION FOR THE INSTALLATION OR RELOCATION TO RAILPRO'S FOR APPROPRIATE HANDLING FOR LICENSE AGREEMENT AND APPLICABLE FEES. FOR UTILITY APPLICATIONS GO TO: WWW.NSCORP.COM8 > REAL ESTATE > NS SERVICES > WIRE, PIPELINE, & FIBER OPTIC PROJECTS > RAILPRO'S. NOTE: LICENSE AGREEMENT MUST BE EXECUTED PRIOR TO UTILITY BEING INSTALLED OR RELOCATED. 4. THE CONTRACTOR SHALL NOT COMMENCE ANY WORK ON RAILROAD RIGHTS-OF-WAY UNTIL HE HAS COMPLIED WITH THE CONDITIONS PRESENTED ON NS PUBLIC PROJECTS MANUAL (SEE APPENDIX E, NORFOLK SOUTHERN – SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTERESTS). 5. THE CONTRACTOR SHALL SO ARRANGE AND CONDUCT HIS WORK THAT THERE WILL BE NO INTERFERENCE WITH RAILROAD'S OPERATIONS. WHENEVER WORK IS LIABLE TO AFFECT THE OPERATIONS OR SAFETY OF TRAINS, THE METHODS OF DOING SUCH WORK SHALL FIRST BE SUBMITTED TO THE RAILROAD ENGINEER FOR APPROVAL, BUT SUCH APPROVAL SHALL NOT RELIEVE THE CONTRACTOR FROM ANY LIABILITY.					
	NORFOLK SOUTHERN CONTACT: MR. JACOB WATSON ENGINEER PUBLIC IMPROVEMENTS DESIGN AND CONSTRUCTION NORFOLK SOUTHERN CORPORATION 1200 PEACHTREE STREET NE ATLANTA, GA 30309 TELEPHONE: (404) 529-1225 EMAIL: JACOB.WATSON@NSCORP.COM					
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STATE	PROJECT No.
GA	220312





COLLABORATION BY DESIGN

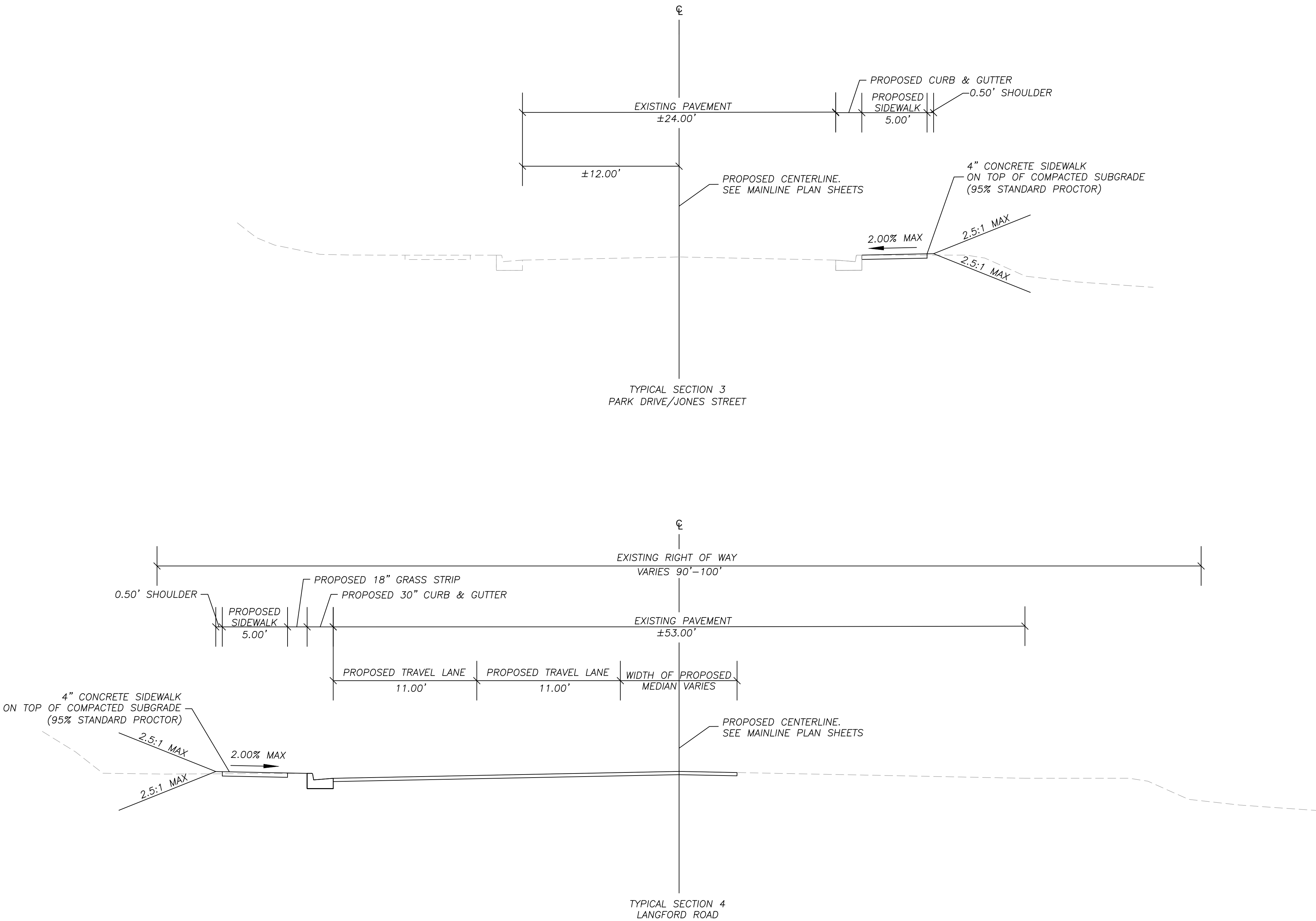
3090 PREMIERE PARKWAY, SUITE 200
DULUTH, GA 30097
(678) 417-4000 keckwood.com

REVISION DATES

TYPICAL SECTIONS
NORCROSS PEDESTRIAN
RAILROAD CROSSINGS
CITY OF NORCROSS, GEORGIA

CHECKED:	DATE:	DRAWING No.
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VERIFIED:	DATE:	

STATE	PROJECT No.
GA	220312





COLLABORATION BY DESIGN

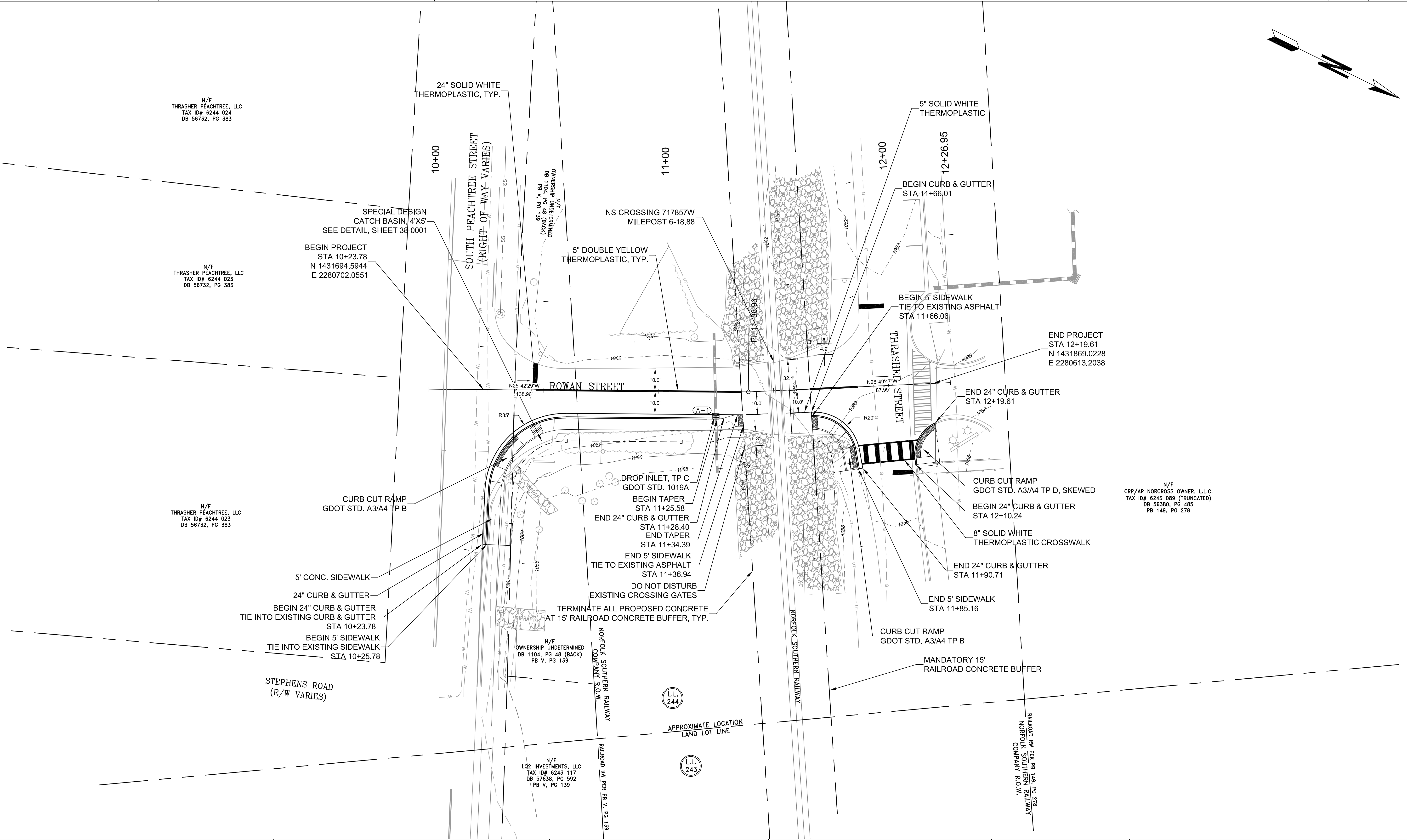
3090 PREMIERE PARKWAY, SUITE 200
DULUTH, GA 30097
(678) 417-4000 keckwood.com

REVISION DATES

TYPICAL SECTIONS
NORCROSS PEDESTRIAN
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STATE	PROJECT No.
GA	220312



PROPERTY AND EXISTING R/W LINE

REQUIRED R/W LINE

CONSTRUCTION LIMITS

EASEMENT FOR CONSTR

& MAINTENANCE OF SLOPES

EASEMENT FOR CONSTR OF SLOPES

EASEMENT FOR CONSTR OF DRIVES

— R —

— C —

— F —

BEGIN LIMIT OF ACCESS.....BLA

END LIMIT OF ACCESS.....ELA

LIMIT OF ACCESS

REQ'D R/W & LIMIT OF ACCESS

ORANGE BARRIER FENCE

ESA — ENV. SENSITIVE AREA

(SEE ERIT TABLE)

Keck+Wood

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DULUTH, GA 30097

(678) 417-4000

keckwood.com

SCALE IN FEET

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REVISION DATES

CONSTRUCTION PLAN

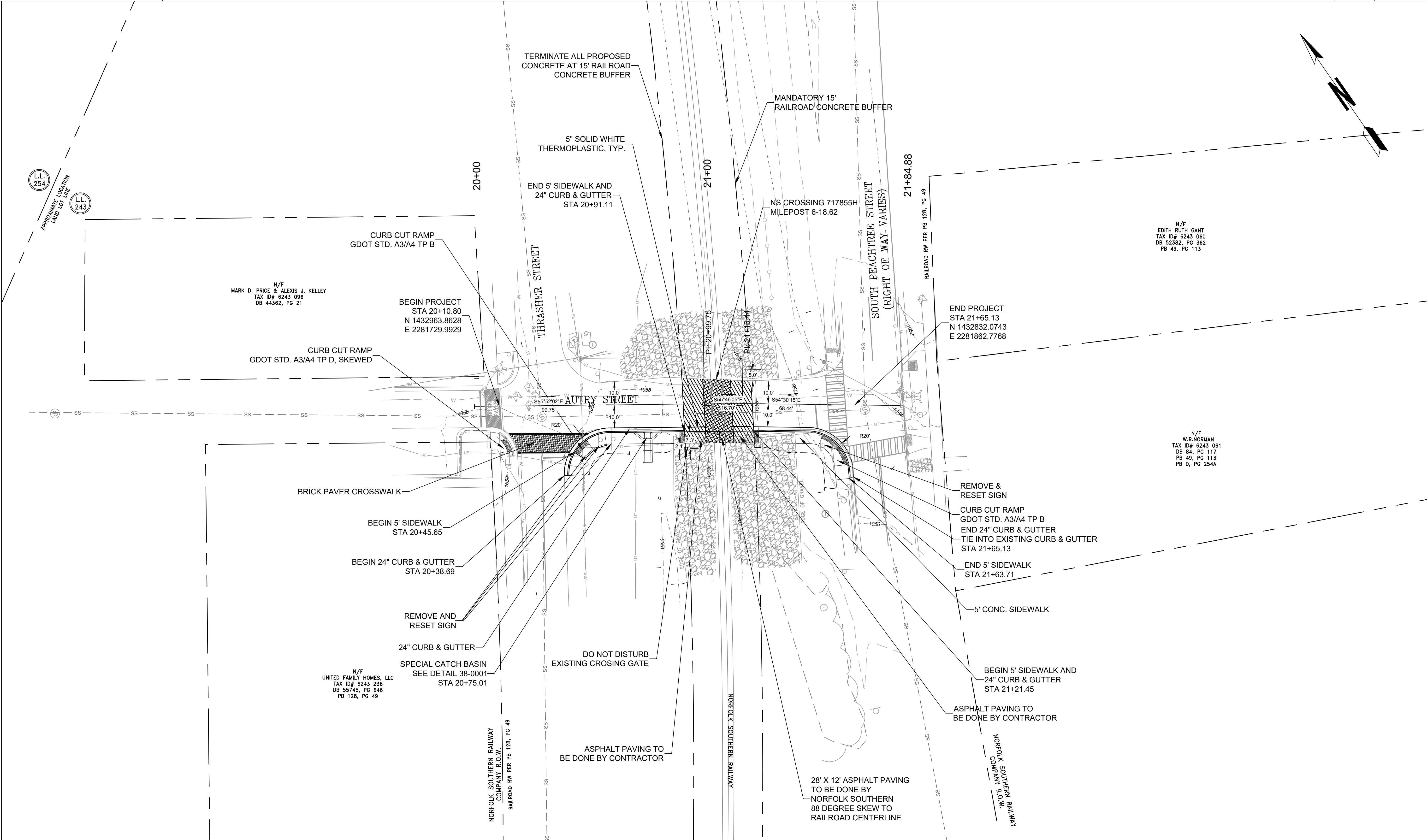
NORCROSS PEDESTRIAN

RAILROAD CROSSINGS

CITY OF NORCROSS, GEORGIA

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13-0001



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

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LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)

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COLLABORATION BY DESIGN

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DULUTH, GA 30097

(678) 417-4000 keckwood.com

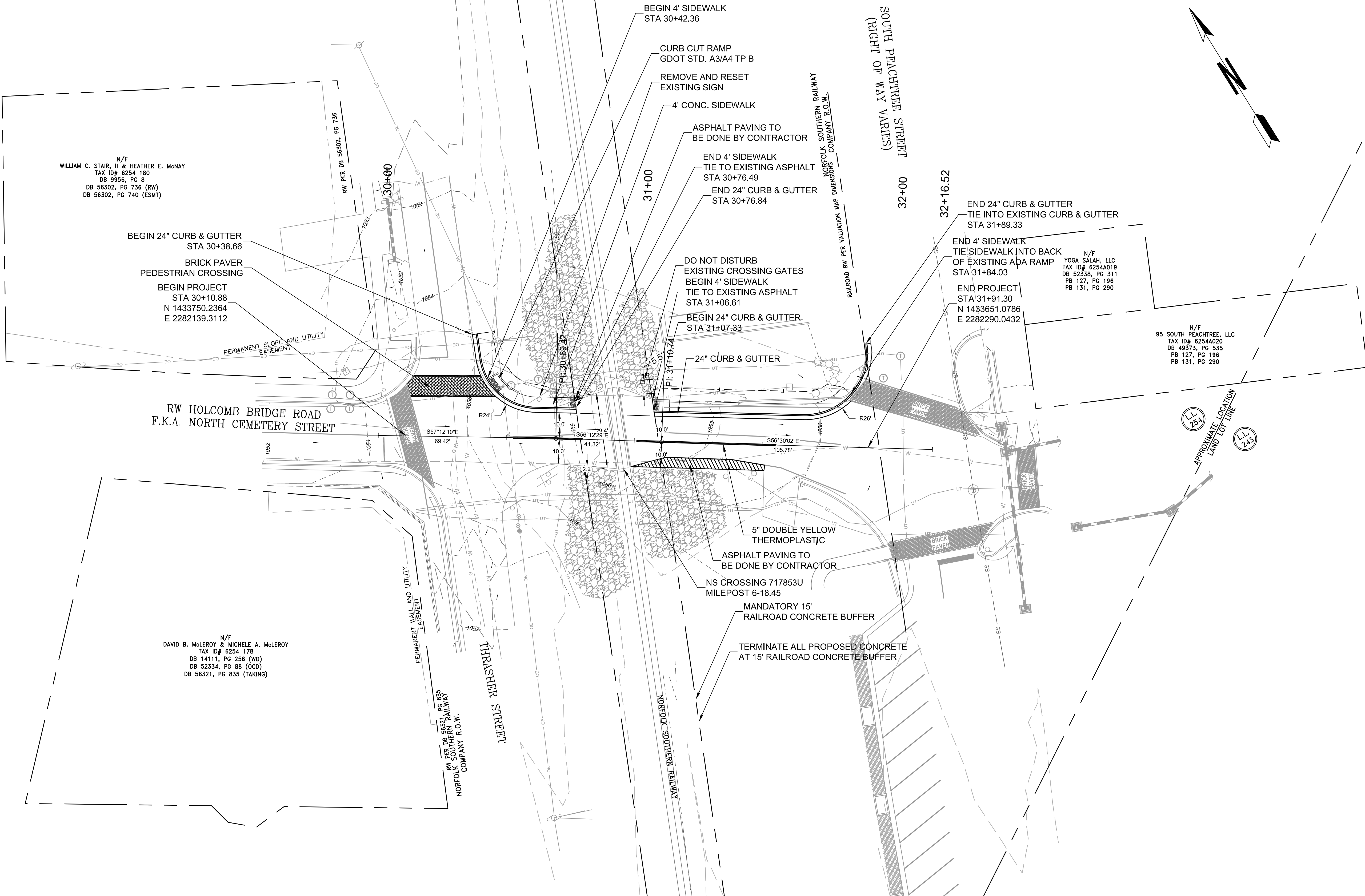
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REVISION DATES		

CONSTRUCTION PLAN
NORCROSS PEDESTRIAN
RAILROAD CROSSINGS
CITY OF NORCROSS, GEORGIA

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CORRECTED:	DATE:	
VERIFIED:	DATE:	

STATE	PROJECT No.
GA	220312



PROPERTY AND EXISTING R/W LINE

REQUIRED R/W LINE

CONSTRUCTION LIMITS

EASEMENT FOR CONSTR

& MAINTENANCE OF SLOPES

EASEMENT FOR CONSTR OF SLOPES

EASEMENT FOR CONSTR OF DRIVES

— P —

— C — F —

BEGIN LIMIT OF ACCESS.....BLA

END LIMIT OF ACCESS.....ELA

LIMIT OF ACCESS

REQ'D R/W & LIMIT OF ACCESS

ORANGE BARRIER FENCE

ESA — ENV. SENSITIVE AREA

(SEE ERIT TABLE)

COLLABORATION BY DESIGN

3090 PREMIERE PARKWAY, SUITE 200
DULUTH, GA 30097

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REVISION DATES

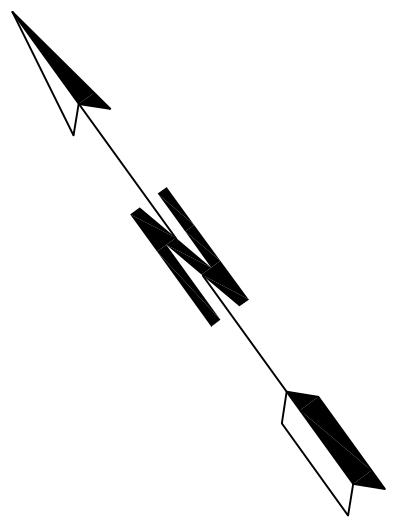
CONSTRUCTION PLAN
NORCROSS PEDESTRIAN
RAILROAD CROSSINGS
CITY OF NORCROSS, GEORGIA

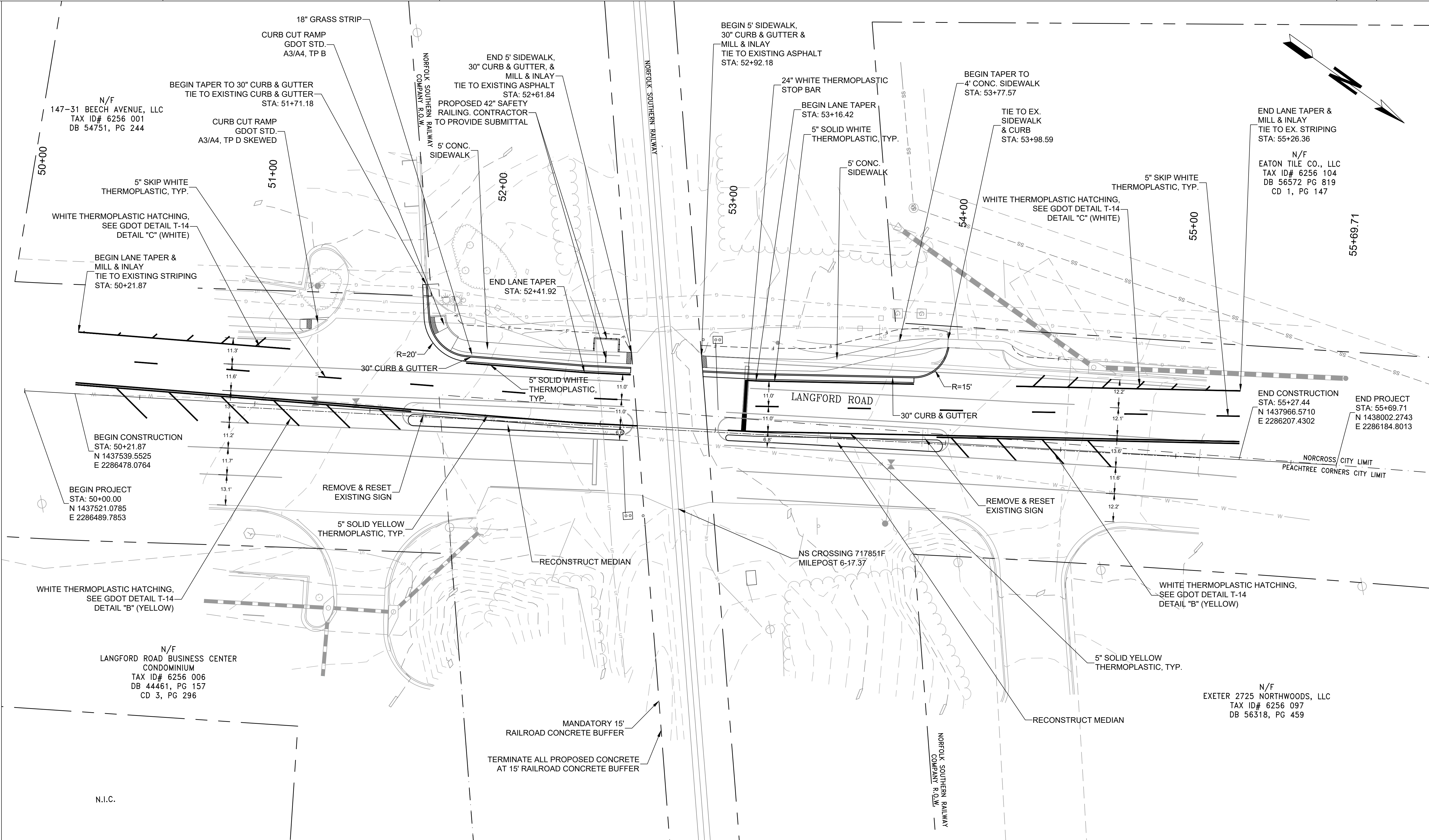
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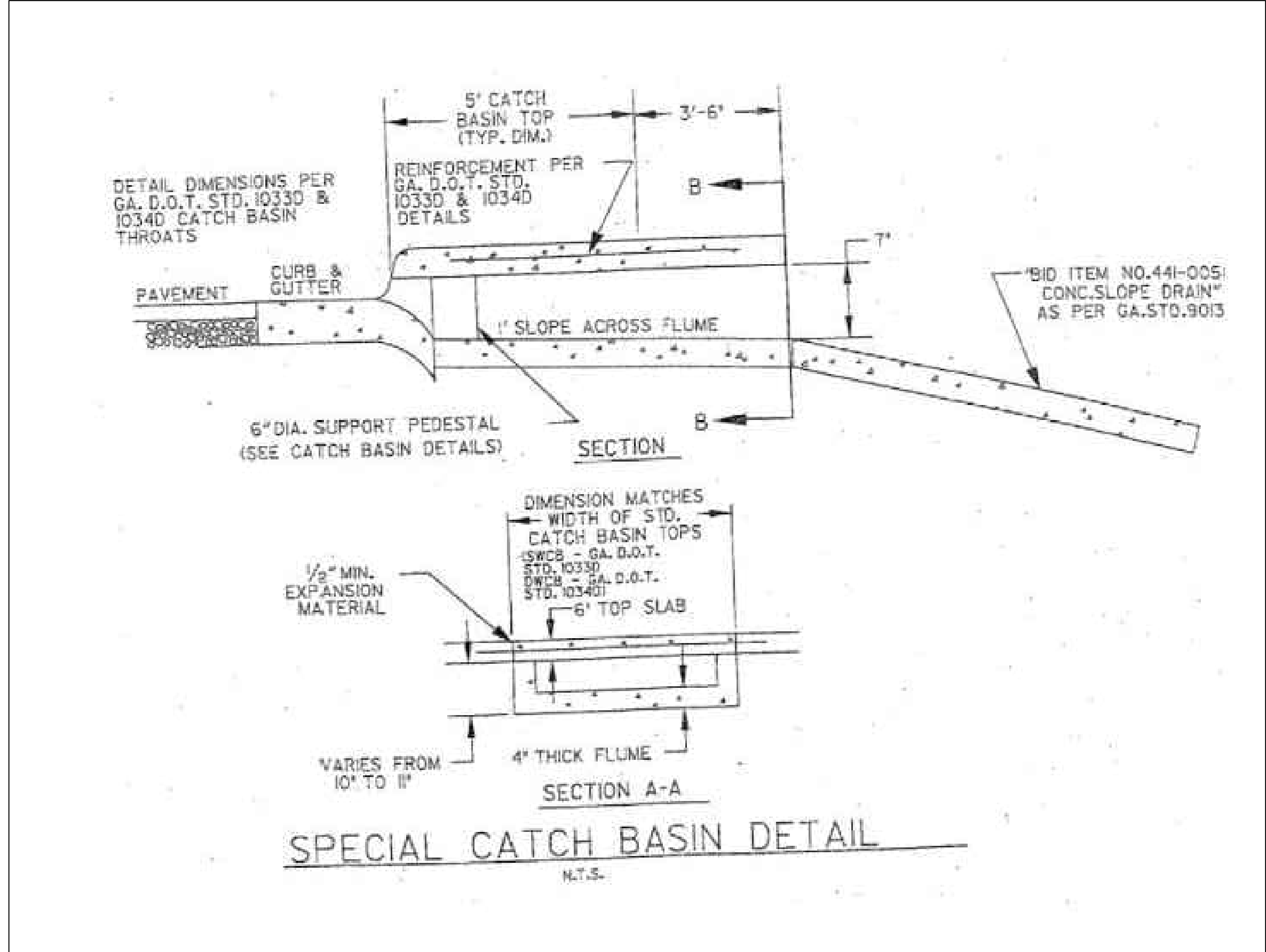
Attachment: Construction Agreement & Plans with NFS RR (25-7296 : Pedestrian Railroad Crossing(S) Project)

Packet Pg. 159



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	— P — — C — F — [Hatched Box] [Hatched Box] [Hatched Box]	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS REQ'D R/W & LIMIT OF ACCESS ORANGE BARRIER FENCE ESA — ENV. SENSITIVE AREA (SEE ERIT TABLE)	ooo — ooo — ————— —————	Keck+Wood COLLABORATION BY DESIGN 3090 PREMIERE PARKWAY, SUITE 200 DULUTH, GA 30097 (678) 417-4000 keckwood.com	SCALE IN FEET 0 20 40 80	<table><tr><th colspan="3">REVISION DATES</th></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>	REVISION DATES																					CONSTRUCTION PLAN NORCROSS PEDESTRIAN RAILROAD CROSSINGS CITY OF NORCROSS, GEORGIA	<table><tr><td>CHECKED:</td><td>DATE:</td><td rowspan="4">DRAWING No. 13-0005</td></tr><tr><td>BACKCHECKED:</td><td>DATE:</td></tr><tr><td>CORRECTED:</td><td>DATE:</td></tr><tr><td>VERIFIED:</td><td>DATE:</td></tr></table>	CHECKED:	DATE:	DRAWING No. 13-0005	BACKCHECKED:	DATE:	CORRECTED:	DATE:	VERIFIED:	DATE:
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STATE	PROJECT No.
GA	220312



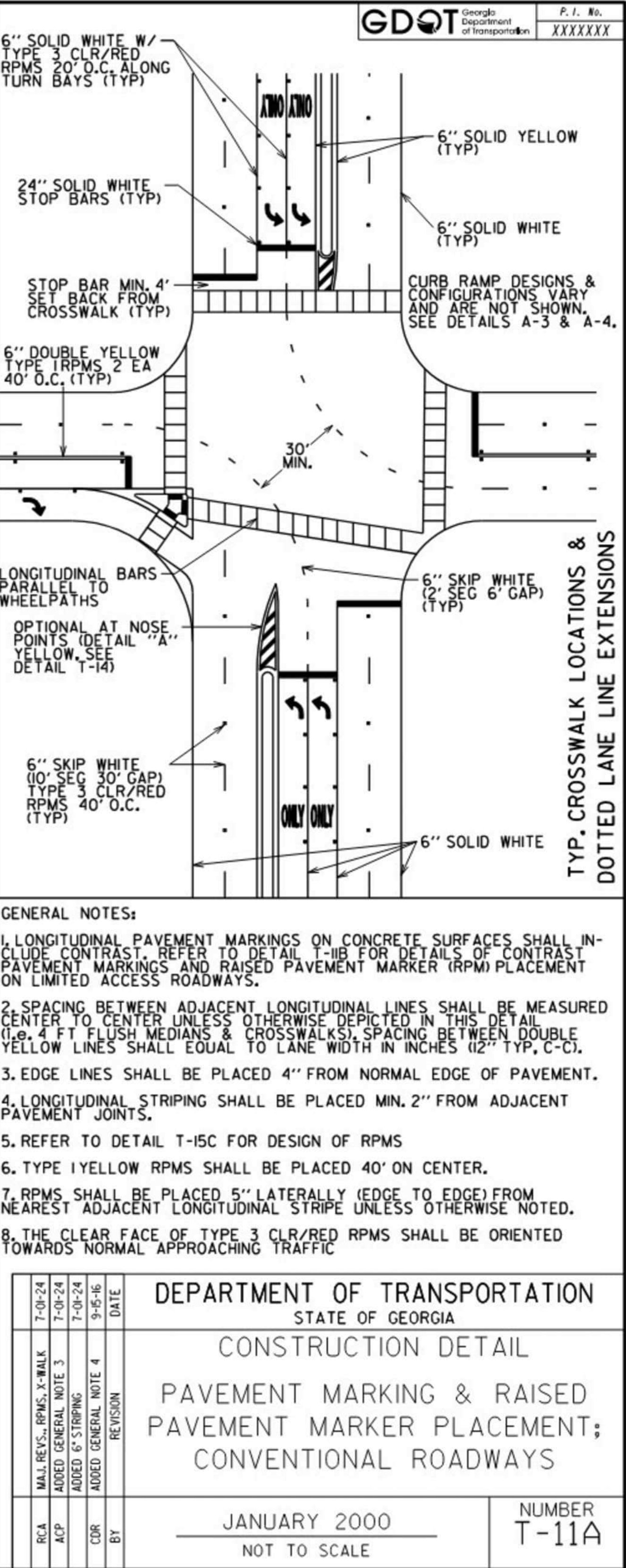
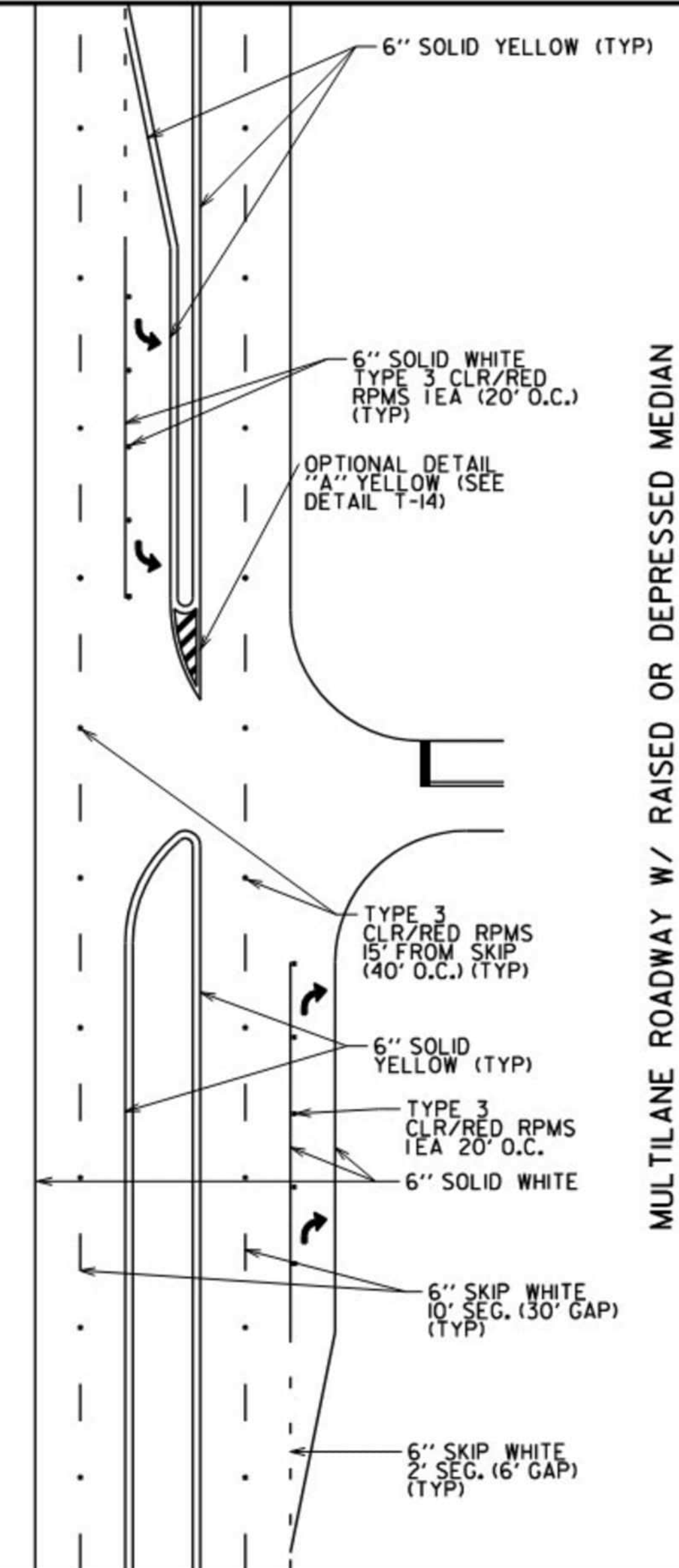
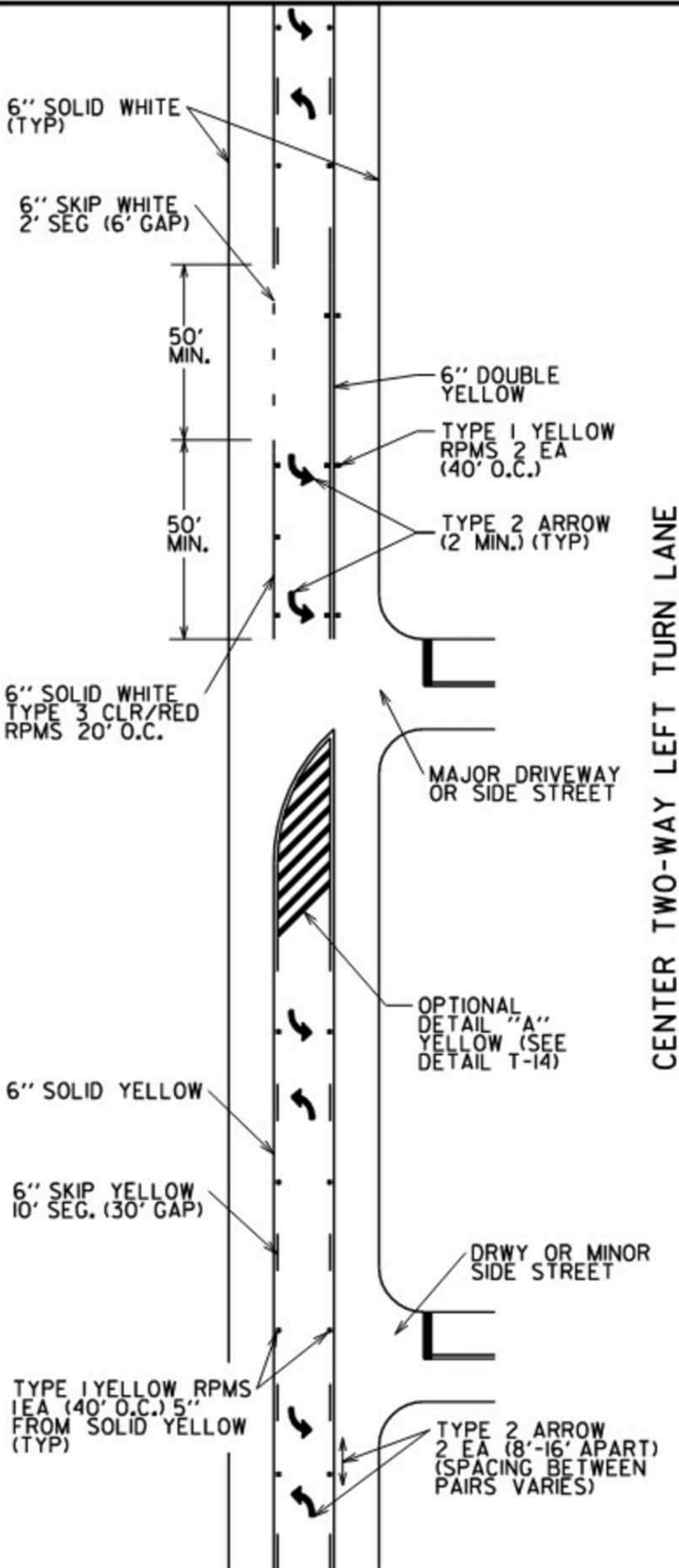
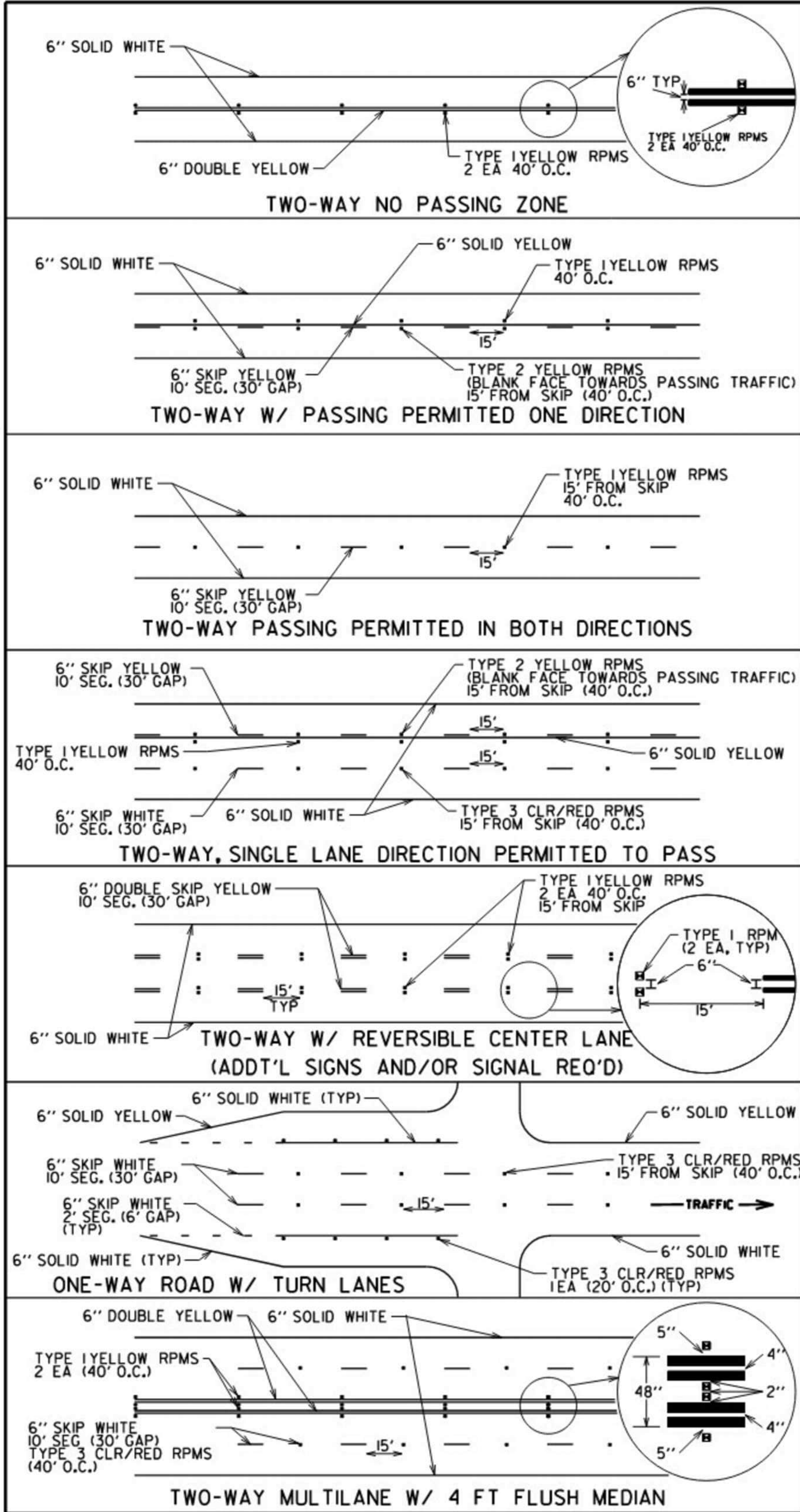


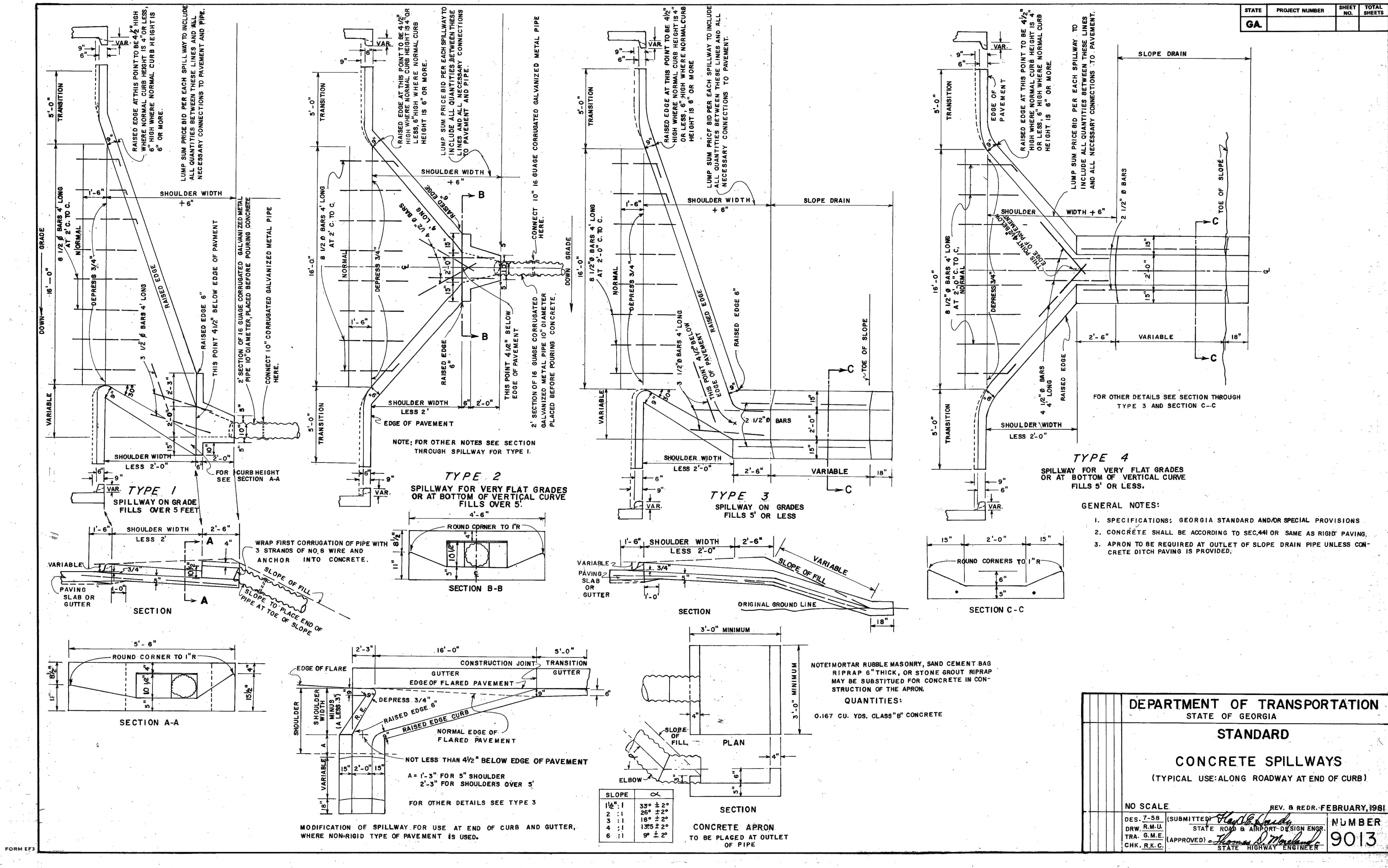
Keck+Wood
COLLABORATION BY DESIGN

3090 PREMIERE PARKWAY, SUITE 200
DULUTH, GA 30097

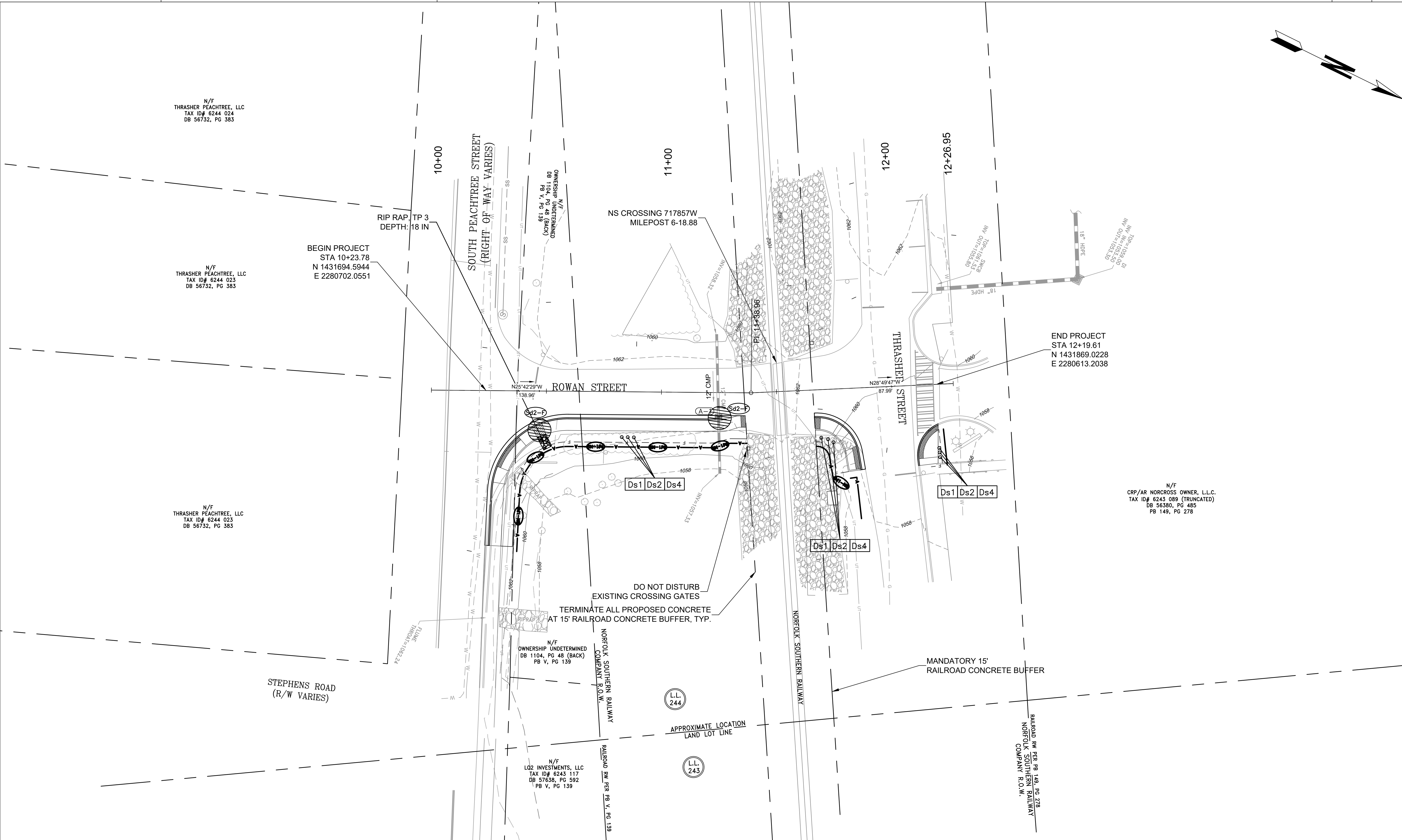
(678) 417-4000 keckwood.com

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STATE	PROJECT No.
GA	220312



PROPERTY AND EXISTING R/W LINE

REQUIRED R/W LINE

CONSTRUCTION LIMITS

EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES

EASEMENT FOR CONSTR OF SLOPES

EASEMENT FOR CONSTR OF DRIVES

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BEGIN LIMIT OF ACCESS.....BLA

END LIMIT OF ACCESS.....ELA

LIMIT OF ACCESS

REQ'D R/W & LIMIT OF ACCESS

ORANGE BARRIER FENCE

ESA – ENV. SENSITIVE AREA (SEE ERIT TABLE)

COLLABORATION BY DESIGN

3090 PREMIERE PARKWAY, SUITE 200
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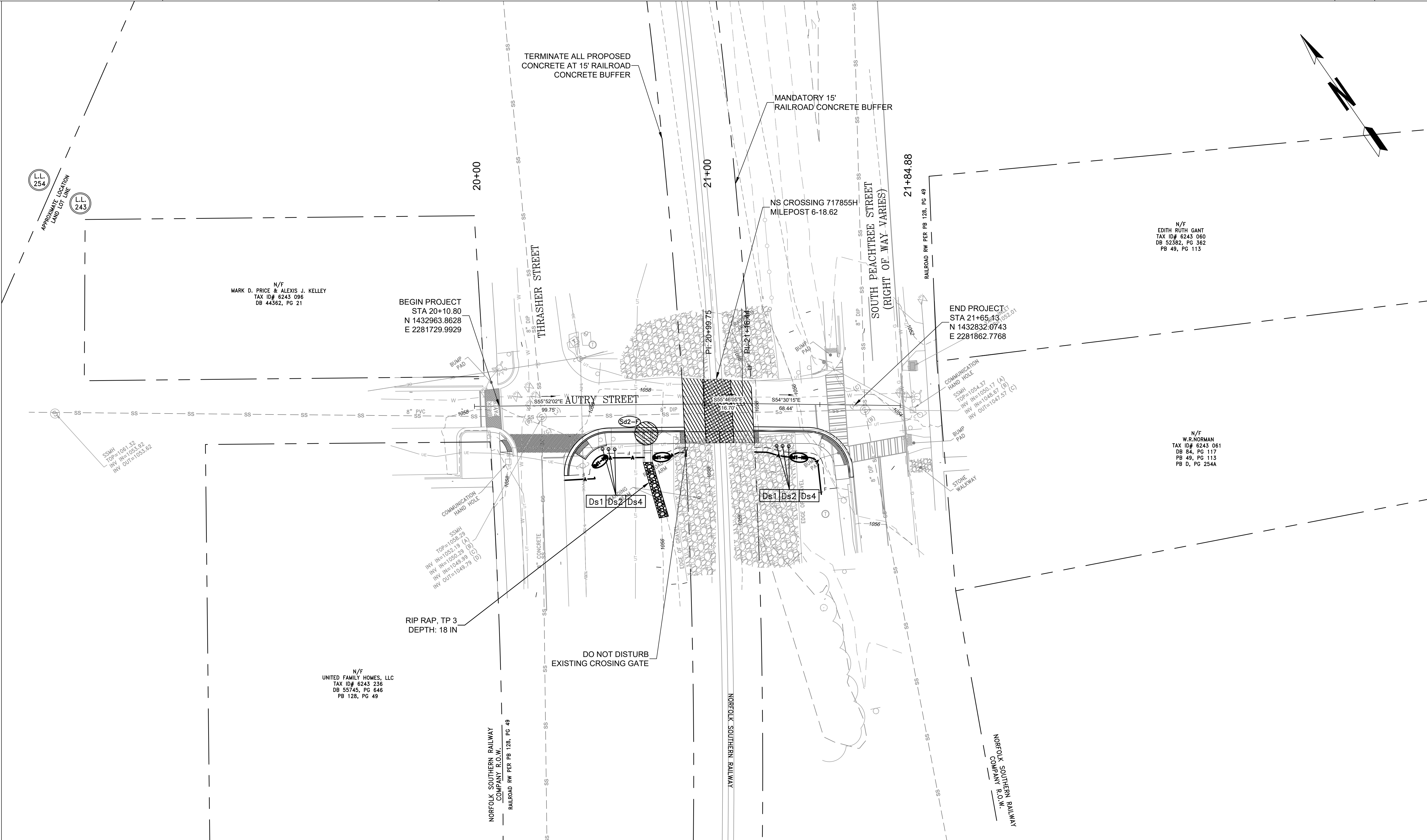
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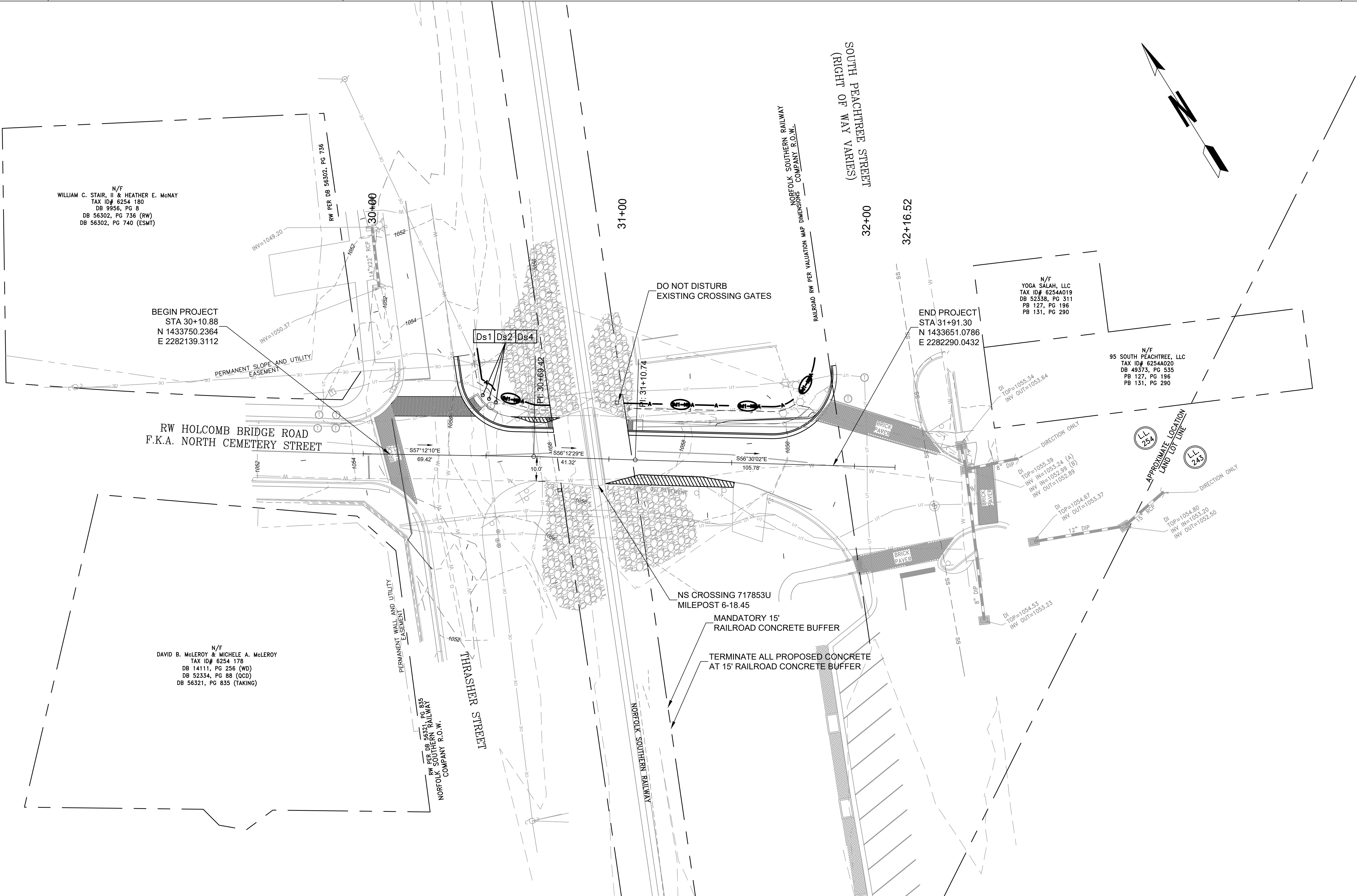
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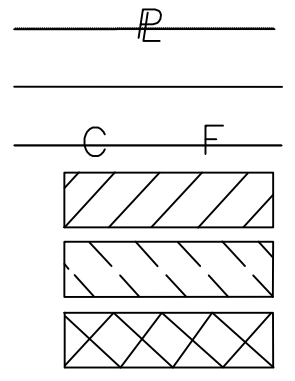
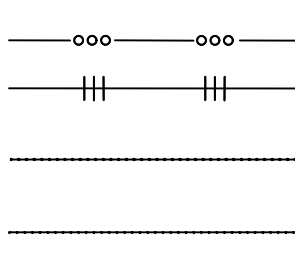
EROSION CONTROL PLAN
NORCROSS PEDESTRIAN
RAILROAD CROSSINGS
CITY OF NORCROSS, GEORGIA

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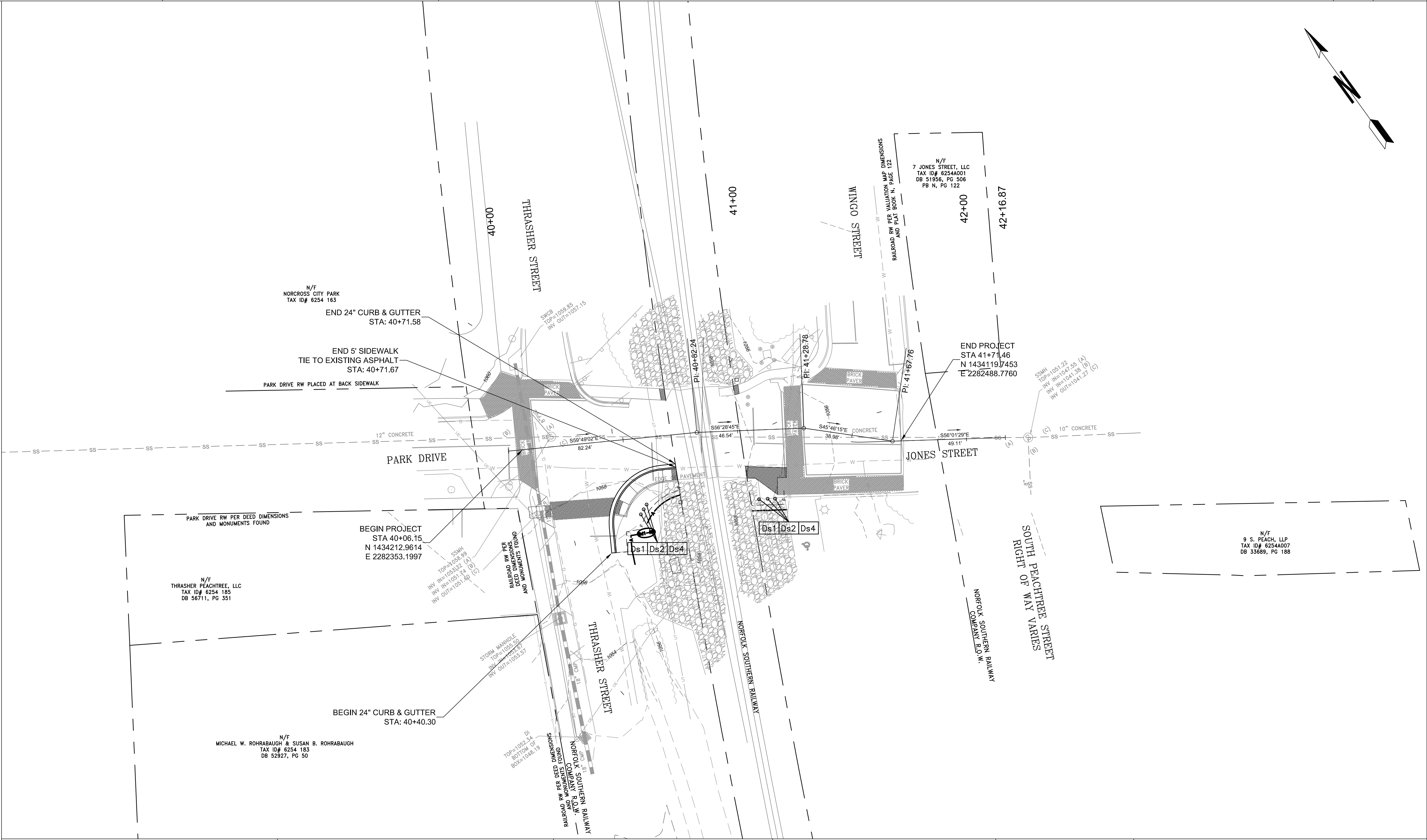


PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	—P— —C—F— [Hatched Box] [Hatched Box] [Hatched Box]	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS REQ'D R/W & LIMIT OF ACCESS ORANGE BARRIER FENCE ESA – ENV. SENSITIVE AREA (SEE ERIT TABLE)	—ooo—ooo— — — — —.....— —————	Keck+Wood COLLABORATION BY DESIGN 3090 PREMIERE PARKWAY, SUITE 200 DULUTH, GA 30097 (678) 417-4000 keckwood.com	SCALE IN FEET 0 20 40 80	REVISION DATES <table><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>																			EROSION CONTROL PLAN NORCROSS PEDESTRIAN RAILROAD CROSSINGS CITY OF NORCROSS, GEORGIA
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STATE	PROJECT No.
GA	220312



PROPERTY AND EXISTING R/W LINE

REQUIRED R/W LINE

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COLLABORATION BY DESIGN

3090 PREMIERE PARKWAY, SUITE 200

DULUTH, GA 30097

(678) 417-4000 keckwood.com

SCALE IN FEET

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REVISION DATES		

EROSION CONTROL PLAN

NORCROSS PEDESTRIAN

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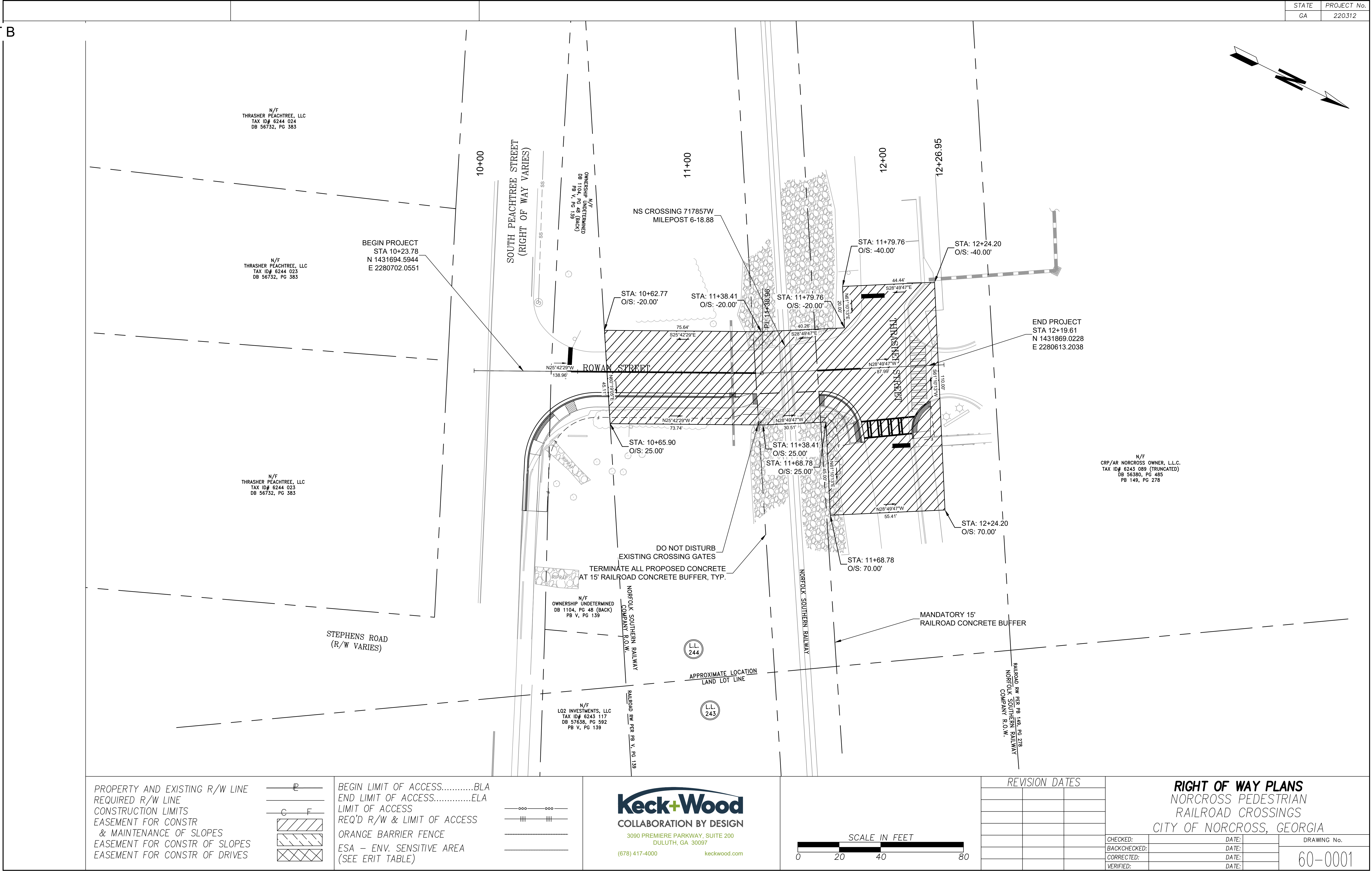
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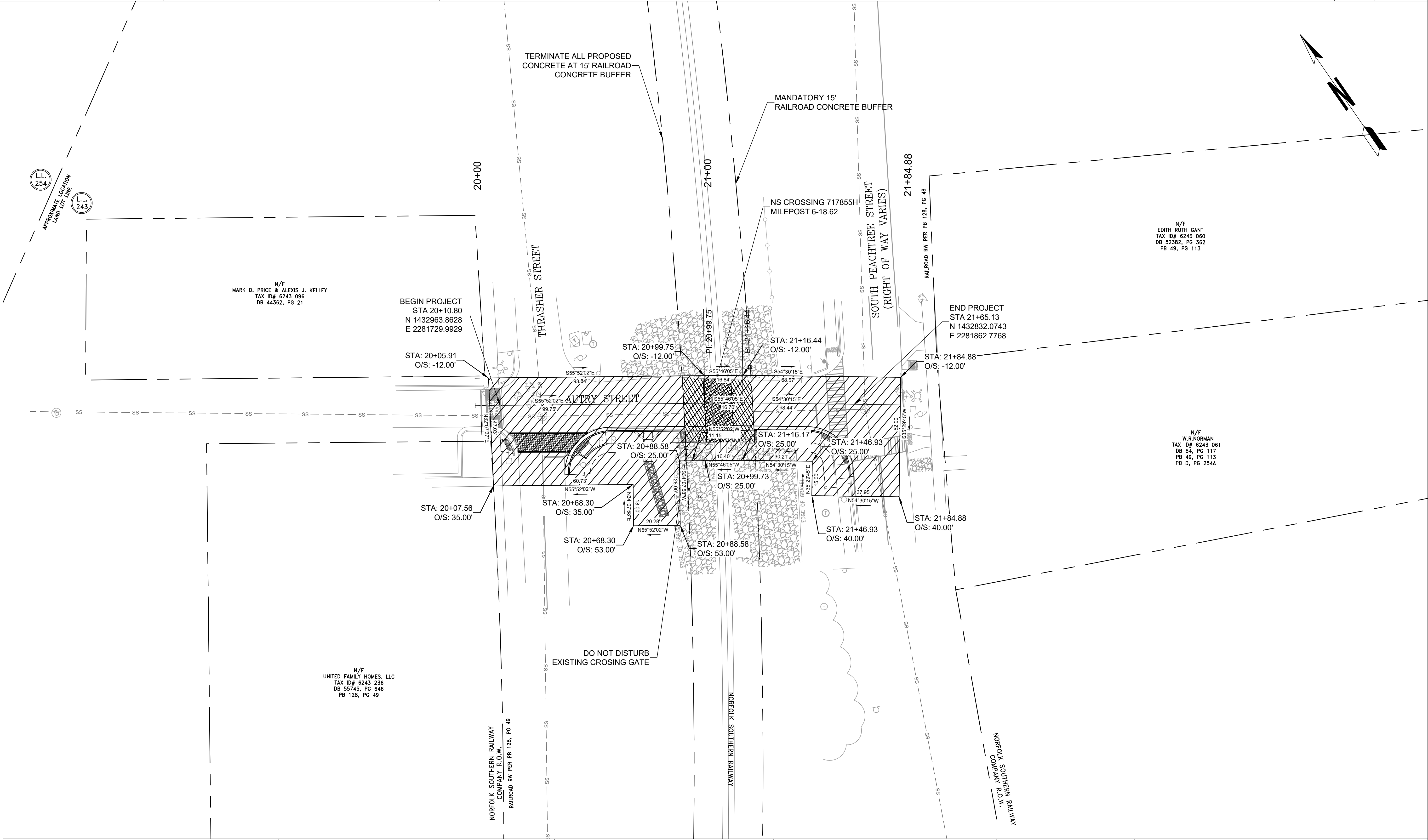
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Attachment: Construction Agreement & Plans with NFS RR (25-7296 : Pedestrian Railroad Crossing(S) Project)

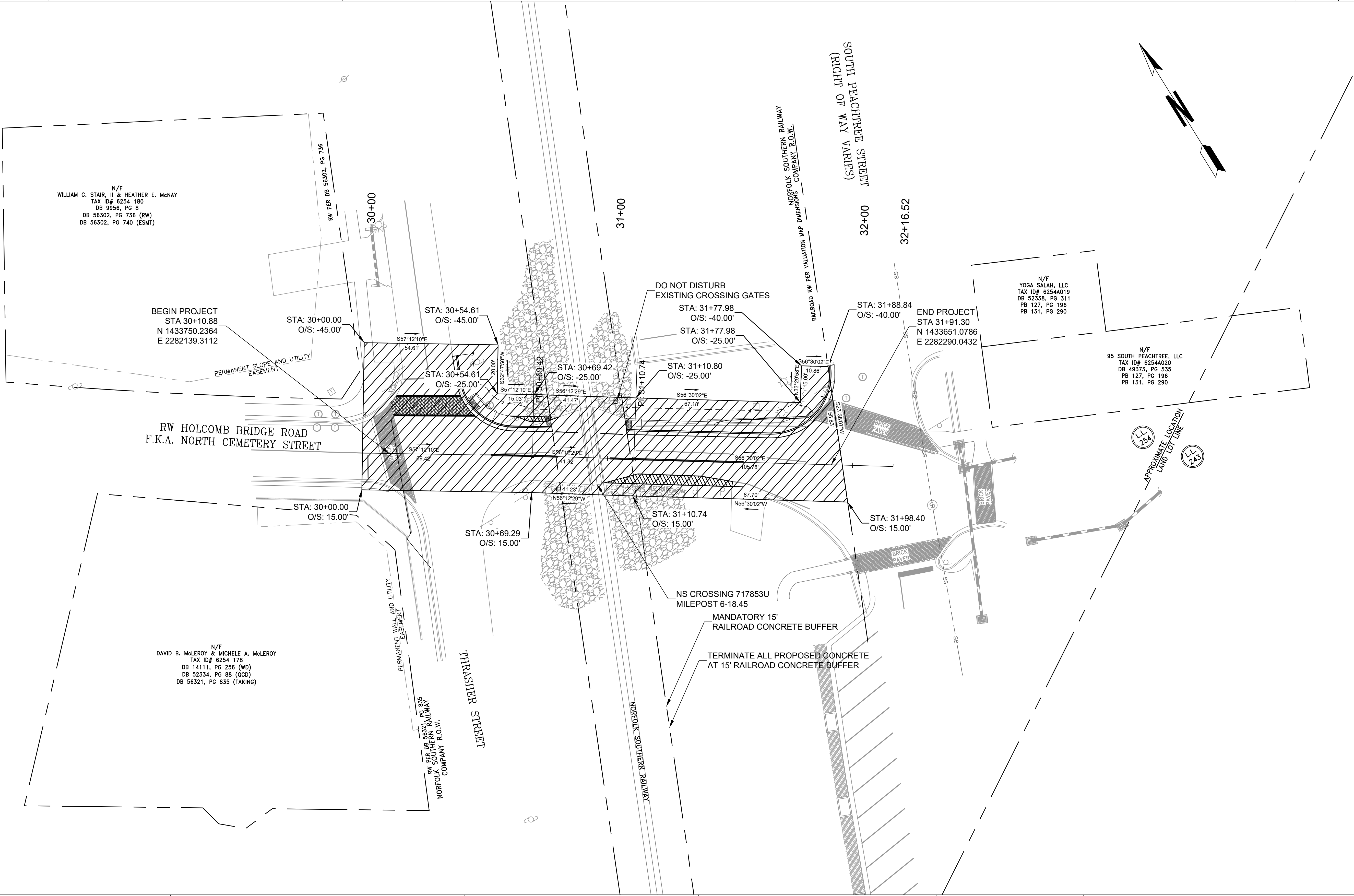


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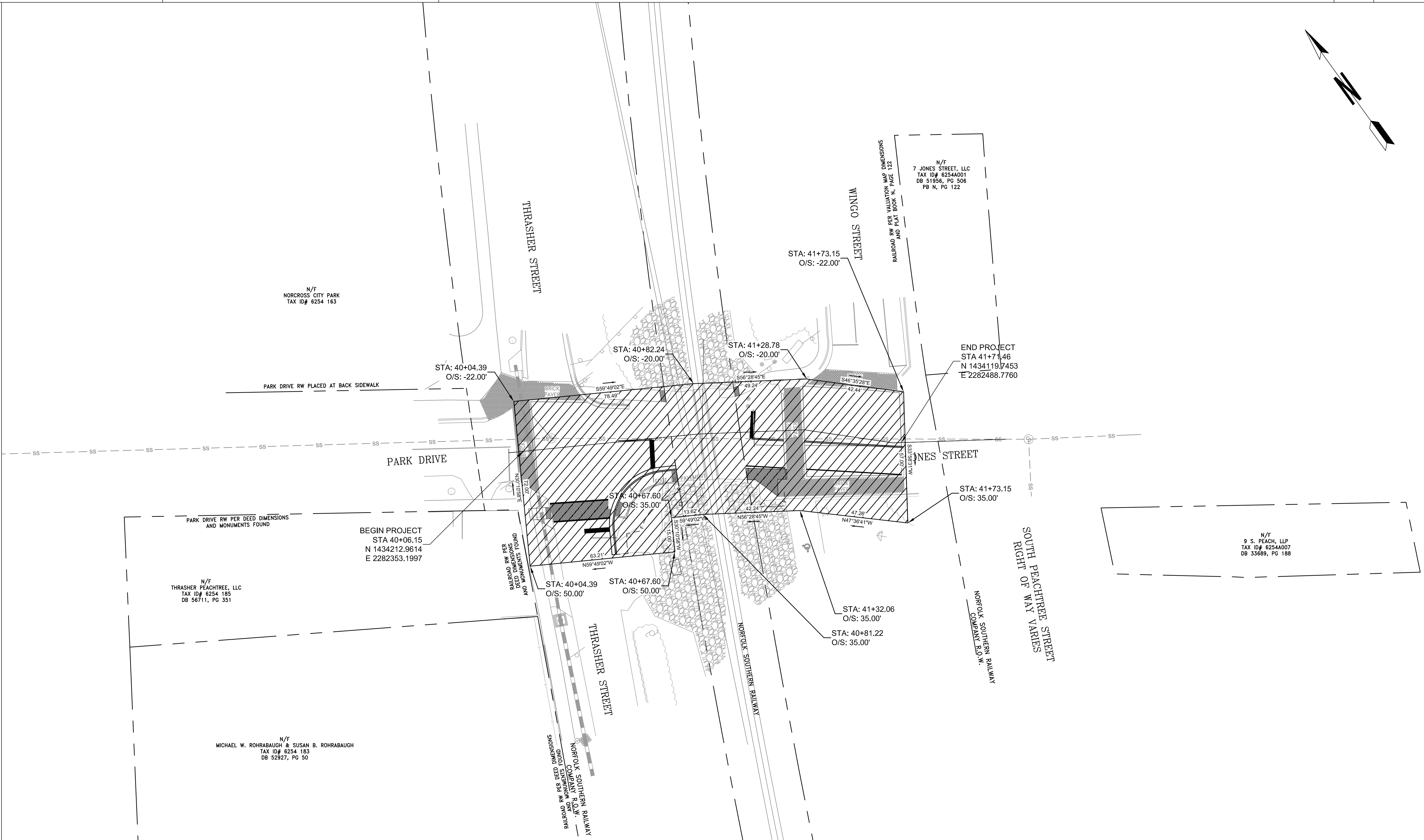




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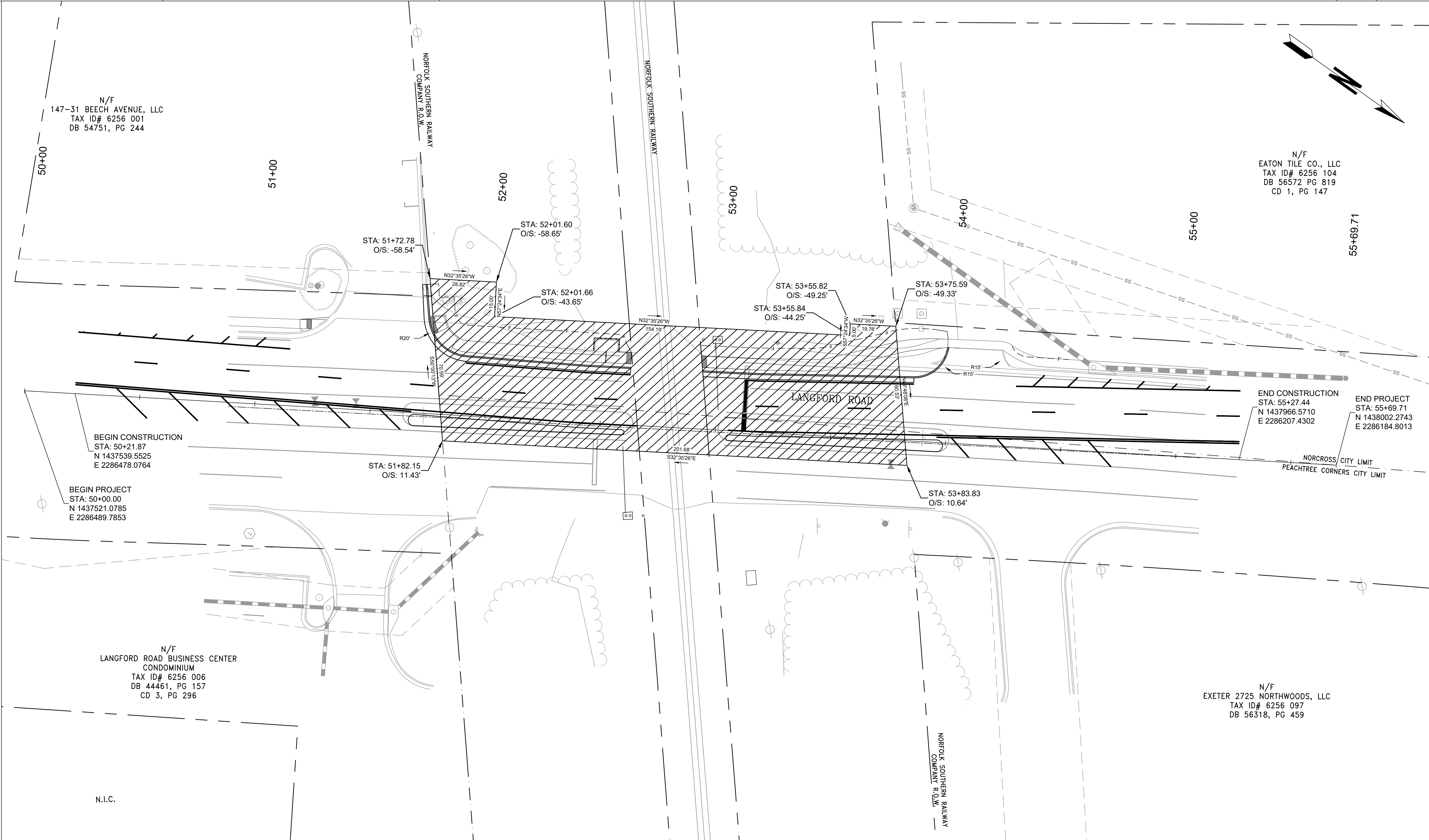


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Keck+Wood

COLLABORATION BY DESIGN

3090 PREMIERE PARKWAY, SUITE 200

DULUTH, GA 30097

(678) 417-4000 keckwood.com

SCALE IN FEET

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REVISION DATES		

RIGHT OF WAY PLANS

NORCROSS PEDESTRIAN

RAILROAD CROSSINGS

CITY OF NORCROSS, GEORGIA

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60-0005

Attachment: Construction Agreement & Plans with NPS RR (25-7296 - Pedestrian Railroad Crossing(S) Project)

Norfolk Southern Railway Company



E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as “Railroad”, and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad’s Public Improvements Engineer or Engineer Planning, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

A general engineering consultant may be utilized to assist the Railroad Engineer in handling the Project, hereinafter referred to as “Construction Engineering Representative”.

Other designated personnel by the Railroad Engineer shall hereinafter be referred to as “Railroad Representative”.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. This shall include the qualified protective services of a contractor directly hired by the Contractor to protect their workers and construction activities while working on or adjacent to Railroad property, hereinafter referred to as “Contractor Protective Services”.

This document titled E. Norfolk Southern – Special Provisions for Protection of Railway Interests shall hereinafter be referred to as “Special Provisions”.

These terms and conditions are subject to change without notice at the sole discretion of the Railroad. The Contractor must request the latest version of these Special Provisions from the Railroad prior to commencing work and must follow the requirements outlined therein.

2. AUTHORIZATION TO PROCEED:

A. The Contractor shall not commence mobilizing to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, until the Contractor has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement. Contractor Right of Entry Agreements to be submitted via email to the Railroad Engineer.
2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 15 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

Norfolk Southern Railway Company

3. Held a preconstruction meeting between the Contractor, the Sponsor, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the preconstruction meeting at their discretion.
 4. Obtained Contractor Protective Services as required by Section 8 herein.
 5. Furnished a schedule for all construction activities which may impact the Railroad's property or operations. NOTE: Contractor Protective Services shall be provided any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations as required by Section 8 herein.
 6. Schedule an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start-of-work meeting at their discretion.
 7. Obtained written authorization to proceed from the Railroad to begin mobilization to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the Norfolk Southern Checklist for Construction - Direct Hire have been completed.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad Representative(s) and any specific Construction Engineering Representative who shall be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
- C. All project-related utility work that is to occur on, over, or under Railroad right-of-way must be coordinated with the Norfolk Southern Pipe and Wire Program. The Contractor must receive approval from the Norfolk Southern Pipe and Wire Program prior to commencing any utility work.
3. NOTICE OF STARTING WORK:
- A. Before undertaking any construction activities on the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, the Contractor shall:
1. Notify the Railroad Representative(s) at least 72 hours in advance of any construction activities that Contractor Protective Services have been obtained for use.
 2. Hold an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start of work meeting at their discretion.

Norfolk Southern Railway Company

3. Receive assurance from the qualified protective services contractor that the Contractor Protective Services are properly equipped and have been site specific trained by the Railroad Representative prior to performing the full duties of protecting the Contractor. Until assurance from the qualified protective services contractor is obtained, Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.

4. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct the Contractor's work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires Construction Engineering Representative inspection services shall be deferred by the Contractor until the Construction Engineering Representative inspection services are available at the job site. Contractor Protective Services shall be provided onsite any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct the Contractor's operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as the Railroad deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Norfolk Southern Signals and Communications Lines. The contractor shall contact the Railroad's representative 7 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the Contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's Representative.

Norfolk Southern Railway Company

5. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.
 3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

6. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer and/or their designated Construction Engineering Representative.
 - b. The contractor should anticipate a minimum of 45 days for Railroad and their Construction Engineering Representative to complete the review of all construction submittals. Time frames for reviews can vary significantly depending on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.

Norfolk Southern Railway Company

- c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's property must be submitted and approved by the Railroad prior to work being performed.
- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor's Engineer prior to submission to the Railroad Engineer for review. Submittals are reviewed by the Railroad for impacts to Railroad operations only; therefore, approval from the Railroad Engineer shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Girder Shop Drawings including welding/fabrication procedures
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Shop Drawings for drainage, handrails/fencing, and expansion dams
 - (4) Concrete Mix Design
 - (5) Structural Steel, Rebar, and/or Strand Certifications
 - (6) 28-day Cylinder Test for Concrete Strength
 - (7) Waterproofing Material Certification
 - (8) Dampproofing materials
 - (9) Test Reports for all steel
 - (10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance, or safety related issues. Submissions shall also provide: a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunctions.

B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.
2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.
3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zones 1, 2, or 3) as shown on NS Typical Drawing No. 4 – Shoring Requirements without written approval from the Railroad Engineer.
4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6 - Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

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5. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in Section 6.G of these Special Provisions.
6. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
7. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
8. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
9. The front face of shoring located closest to the NS track for all shoring setups located in Zone 2 (shown on NS Typical Drawing No. 4 – Shoring Requirements in Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow runoff. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8.

F. Demolition Procedures

1. General
 - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
 - b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

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- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire demolition procedure period.
- e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw-cutting). No impact equipment (track-mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.
- f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these Special Provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (2) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

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- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 5.A.1 of these Special Provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 5.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

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4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Railroad right-of-way.
- c. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the erection procedure.
- e. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire erection procedure period.
- f. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Improvement Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (3) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been “built-in” to the crane charts are not to be considered when determining the 150% factor of safety.
- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) The Contractor shall provide a sketch of all rigging components from the crane’s hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been “built-in” to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with additional provisions as designated by the Railroad Engineer.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.

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2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by Contractor Protective Services shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save the Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim, or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

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L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or the Railroad Representative.

7. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment, and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

8. CONTRACTOR PROTECTIVE SERVICES:

A. Requirements:

1. Qualified protective services are those services of a contractor, directly hired by the Prime Contractor, that have been vetted through the Railroad and are allowed to be performed on Railroad property.
2. Contractor Protective Services shall be onsite anytime construction activities are taking place on or adjacent to the Railroad Property and/or have the potential to foul the Railroad's track or operations.
3. Contractor Protective Services shall be those services of a subcontractor to the Contractor who have the ability to fully protect the Contractor's workers and machinery once the qualified protective services contractor confirms the Contractor Protective Services are properly equipped and site specific trained by the Railroad Representative. Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.
4. Contractor Protective Services will not be allowed on the property until all items on the Norfolk Southern Checklist for Construction- Direct Hire have been completed and the authorization to proceed is given by the Railroad Engineer.
5. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for any Railroad Protective Services required to protect its operations or work designated to be done by the Railroad through the force account estimate.

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9. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across the Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by the Contractor's own forces or by Railroad personnel.
- B. No crossing may be established for use by the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, use, until the Contractor has a fully executed a temporary private crossing agreement between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

10. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

11. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the Contractor's schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these Special Provisions.

12. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Contractor Protective Service is provided shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

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13. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on the Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However, the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots and reflective vests are required.
- C. No person is allowed to perform construction activities which may impact the Railroad's property or operations without specific authorization from the Contractor Protective Services.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No person is allowed to cross tracks without specific authorization from the Contractor Protective Services.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Contractor Protective Services.

14. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad Representative and Contractor Protective Services personnel.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without the authorization from the Contractor Protective Services personnel who are site specific trained and properly equipped.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the Railroad Representative and Contractor Protective Services personnel.

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- H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from Railroad Representative and Contractor Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 5.A.2 and shall be maintained for the duration of construction.
- I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Contractor Protective Services personnel.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Contractor Protective Services personnel if said personnel views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer, Railroad Representative and Contractor Protective Services personnel.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Contractor Protective Services personnel to remain in communication with at all times. Contractor Protective Services personnel must also be in direct contact with the individual(s) directing the crane operation(s).

15. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. A Commercial General Liability ("CGL") policy containing products and completed operations, bodily injury, property damage, and contractual liability coverage, with a combined single limit of not less than \$5,000,000 for each occurrence with a general aggregate limit of not less than \$5,000,000. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CGL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85.

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2. Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years.
3. Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.
4. Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.
5. All insurance required in Section 15.A (excluding any Workers' Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, and affiliated companies as additional insureds with an appropriate endorsement to each policy.
6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railroad as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railroad may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railroad may have secured for itself.
7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.
8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 15.A shall include a waiver of subrogation in favor of Railroad with an appropriate endorsement to each policy.
9. All policies required in Section 15.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.
10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Railroad and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.
11. Any deductibles or retentions in excess of \$50,000 maintained on any insurance required in 15.A shall be disclosed and approved by Railroad with a request made for approval to NSRISK3@nscorp.com.

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12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional Insured endorsement to provide coverage for up stream parties.
 13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 15.A.
- B. In addition to the insurances required in Section 15.A, the Contractor shall also procure on behalf of the Railroad for the entirety of the project:
1. Railroad Protective Liability (RPL) Insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") RPL Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04; or
 - (5) CG 00 35 12 07; or
 - (6) CG 00 35 04 13.
- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries and affiliates
 650 West Peachtree Street NW – Box 46
 Atlanta, GA 30308
 Attn: Risk Manager

(NOTE: Railroad does not share coverage on RPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
- f. The name and address of the prime Contractor must appear on the Declarations.

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- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that are **required** are:
 - (1) Physical Damage to Property Amendment
 - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
- j. Endorsements/forms that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) An Endorsement that limits or excludes Professional Liability coverage
 - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - (7) An Endorsement that excludes TRIA coverage
 - (8) A Sole Agent Endorsement
 - (9) Any type of deductible endorsement or amendment
 - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

SPONSOR:

RAILROAD:

Risk Management
 Norfolk Southern Corporation and its subsidiaries
 650 West Peachtree Street NW – Box 46
 Atlanta, GA 30308
NSRISK3@NSCORP.COM

- C. All insurance required under Section 15.A and 15.B shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railroad. Prior to entry on Railroad right-of-way, the original electronic RPL Insurance Policy shall be submitted by the Prime Contractor to the Railroad at NSRISK3@NSCORP.COM for review and approval. In addition, certificates of insurance evidencing the Prime Contractor's insurance compliant with the requirements in 15.A shall be issued to the Railroad at NSRISK3@NSCORP.COM at the same time the RPL Policy is submitted.
- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

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E. Insurance Submission Procedures

1. The Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. **Please provide point of contact information with the submission including a phone number and email address.**

For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer:

Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor Project #

2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:
 - a. The full original or certified true electronic countersigned copy of the RPL Insurance Policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements as required in Section 15.B.
 - b. A certificate of insurance from the Contractor evidencing the Contractor's insurance in Section 15.A (i.e. the Contractor's commercial general, automobile, and workers' compensation liability insurance, etc.). The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies as an additional insured on the General Liability and Auto policies. The certificate should also indicate that the Workers' Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance.

16. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these Special Provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

Norfolk Southern Railway Company



18. PROJECT INFORMATION

- A. Date: May 30, 2024
- B. NS File No.: CX0104129
- C. NS Milepost: 618.60
- D. Sponsor’s Project No.

Attachment: Construction Agreement & Plans with NFS RR (25-7296 : Pedestrian Railroad Crossing(S) Project)

FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company
For the Account of: City of Norcross, GA
Project Description: Widen Autry St and modify other roadways
Location: Norcross, Gwinnett County, GA
Project No.:
Milepost: 618.6
File: CX0104129
Date: May 24, 2024

ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	38,126
ITEM C - Administration	4,155
ITEM D - Railroad Protective Services	0
ITEM E - Communications	0
ITEM F - Signal & Electrical	0
ITEM G - Track Work	60,898
ITEM H - T-Cubed	0
Total	\$ 103,179
GRAND TOTAL	\$ 103,179

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
NET TOTAL - ITEM A		\$ -

Attachment: Construction Agreement & Plans with NFS RR (25-7296 : Pedestrian Railroad Crossing(S) Project)

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	60 Hours @ \$60 / hour=	3,600
Labor Additives:		4,026
Travel Expenses:		500
Services by Contract Engineer:		30,000
NET TOTAL - ITEM B		\$ 38,126

ITEM C - Administration

Agreement Construction, Review and/or Handling:		2,460
Protective Services Process/Handling Fee:		0
Miscellaneous Handling (i.e. Real Estate ValMap fee):		0
Accounting Hours (Labor):	20 Hours @ \$40 / hour=	800
Accounting Additives:		895
NET TOTAL - ITEM C		\$ 4,155

ITEM D - Railroad Protective Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Protective Services	
	0 days @ 435.00 per day=	0
	(based on working 12 hours/day)	
Labor Additive:		0
Travel Expenses, Meals & Lodging:		
	0 days @ \$100/day=	0
Rental Vehicle	0 months @ \$950/month=	0
NET TOTAL - ITEM D		\$ -

ITEM E - Communications

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
NET TOTAL - ITEM E		\$ -

ITEM F - Signal & Electrical

Material:	0
Labor:	0
Purchase Services:	0
Other:	0
NET TOTAL - ITEM F	\$ -

ITEM G - Track Work

Material:	47,236
Labor:	3,174
Additive:	8,425
Purchase Services:	2,063
NET TOTAL - ITEM G	\$ 60,898

ITEM H - T-CUBED

Lump Sum	\$ -
----------	------

NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 272.34%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 111.82%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (05/24/2024). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

Pedestrian RR Crossing Project Cost Estimates

		Option with Brick Pavers all crosswalks	
Category	Costs	Category	Costs
Keck & Wood		Keck & Wood	
P&E	\$40,600.00	P&E	\$40,600.00
Project MGMT	\$20,000.00	Project MGMT	\$20,000.00
NFS RR		NFS RR	
CON Eng	\$38,126.00	CON Eng	\$38,126.00
Admin Fees	\$4,155.00	Admin Fees	\$4,155.00
Track Work	\$60,898.00	Track Work	\$60,898.00
Construction Vendor		Construction Vendor	
Construction and P Services	\$450,250.00	Construction and P Services	\$524,585.00
15 % Contingency	\$67,537.50	15 % Contingency	\$78,687.75
Testing		Testing	
On-call Eng Contract	\$15,000.00	On-call Eng Contract	\$15,000.00
Total	\$696,566.50	Total	\$782,051.75
Budget Approved		Budget Approved	
2014 SPLOST	\$40,600.00	2014 SPLOST	\$40,600.00
2014 SPLOST	\$429,400.00	2014 SPLOST	\$429,400.00
2017 SPLOST	\$140,600.00	2017 SPLOST	\$140,600.00
Total	\$610,600.00	Total	\$610,600.00
Budget Shortfall	\$ 85,966.50	Budget Shortfall	\$ 171,451.75



DESCRIPTION: Pedestrian Railway Crossing Plans
 Norcross
PROJECT NO.: 220312
DATE: 4/29/2025
PREPARED BY: WB

Item No.	Item	Unit	Quantity	Unit Price	Amount
Startup and Temporary Cost					
1	Grading Complete	LS	1	\$130,000.00	\$130,000.00
2	Traffic Control	LS	1	\$80,000.00	\$80,000.00
3	Protective Services	LS	1	\$100,000.00	\$100,000.00
Site					
4	Thermoplastic Solid Traffic Stripe, 24in, White	LF	100	\$12.00	\$1,200.00
5	Thermoplastic Solid Traffic Stripe, 6in, White	LF	585	\$2.00	\$1,170.00
6	Thermoplastic Skip Traffic Stripe, 6in, White	LF	465	\$2.00	\$930.00
7	Thermoplastic Solid Traffic Stripe, 6in, Yellow	LF	1400	\$2.00	\$2,800.00
8	Thermoplastic Solid Traffic Stripe, 8in, White	LF	245	\$4.00	\$980.00
9	Thermoplastic Traffic Striping, White (C)	SY	70	\$7.00	\$490.00
10	Thermoplastic Traffic Striping, Yellow (B)	SY	225	\$7.00	\$1,575.00
11	19mm Superpave Binder	TN	11	\$150.00	\$1,650.00
12	12.5mm Superpave Surface	TN	175	\$150.00	\$26,250.00
13	10" GAB	SY	65	\$35.00	\$2,275.00
14	Mill Asphalt Roadway, 1 1/2" depth	SY	1900	\$10.00	\$19,000.00
15	Class B Concrete Widening	CY	35	\$340.00	\$11,900.00
16	Concrete Curb & Gutter, 6in x 24in TP 2	LF	590	\$30.00	\$17,700.00
17	Concrete Curb & Gutter, 8in x 30in TP 2	LF	255	\$35.00	\$8,925.00
18	6" GAB	SY	250	\$30.00	\$7,500.00
19	Concrete Sidewalk, 4in	SY	430	\$50.00	\$21,500.00
20	Brick Paver Crosswalk	SF	1275	\$40.00	\$51,000.00
21	Concrete Median, 6in	SY	90	\$100.00	\$9,000.00
22	42" Safety Railing	LF	30	\$150.00	\$4,500.00
Storm System					
23	Special Design CB	EA	2	\$1,500.00	\$3,000.00
24	Concrete Flume	EA	1	\$3,000.00	\$3,000.00
25	Drop Inlet	EA	1	\$5,400.00	\$5,400.00
Erosion Control					
26	Construct and Remove Inlet Sediment Trap	EA	3	\$300.00	\$900.00
27	Standard Dumped Rip Rap, TP 3, 18in	SY	15	\$80.00	\$1,200.00
28	Mulch	TN	1	\$255.00	\$255.00
29	Temporary Grassing	AC	0.26	\$750.00	\$195.00
30	Sod	SY	420	\$13.00	\$5,460.00
31	Temporary Silt Fence, Type A	LF	805	\$6.00	\$4,830.00

Total Cost: \$524,585.00

15% Contingency: \$78,687.75

Overall Total (Rounded): \$604,000.00

Attachment: Final Cost Estimate for Construction (25-7296 : Pedestrian Railroad Crossing(S) Project)

Finance Department Budget Adjustment Entry

Purpose:	Item 25-7296: To approval a budget amendment from the Transportation SPLOST to Pedestrian Railroad Crossing project

Effective Date:	5/5/2025

Description	Account Number	Increase	Decrease
2017 SPLOST, Roads & Streets	350-5.4220.541433	171,452	
2017 SPLOST, Fund Balance-Unreserved	350-134200		171,452
	Totals	171,452	171,452



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

City of Norcross

Legislation Details (With Details)

File #:	25-7294	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	Expanded Downtown Parking		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Expanded Downtown Parking](#)
2. [Area for Design - Expanded Downtown Parking V2](#)
3. [Budget Amendment - \\$76K](#)

Title

Expanded Downtown Parking

Drafter

Len Housley

Motion

A motion to authorize additional funding of \$76,000, including a corresponding budget amendment, to complete the 60% Design Development Plan documents for expanded downtown parking, with the funding to be transferred from the Mayor and Council Contingency Fund.



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

AGENDA REPORT

To: Mayor and Council

From: Len Housley, Director of Public Works

Meeting Date: May 5, 2025 – Regular Council Meeting (RCM)

Item No.: 24-7294

Title: Expanded Downtown Parking

CC: Eric Johnson, City Manager

Recommendation: Authorize additional funding to complete 60% Design Development Plan Documents for expanded downtown parking.

Background: In March 2025 M&C authorized staff to receive at least 3 vendor quotes/proposals from the City's On-call Professional Engineering & Design Services Contract to provide surveying and engineering design to generate a design development plan for expanding parking in the downtown area. Based on recent downtown property acquisitions, and development opportunities in the downtown area, there is a consistent demand for parking in the downtown area.

Columbia Engineering provided a complete and comprehensive response and the best detailed proposal. Columbia is underway for Phase 1, Concept Development and Refinement.

Approval of Phases 2 and 3 will allow a seamless transition into survey analysis, additional surveys, SUE and 60% Design.

Financial Impact: \$76,000 appropriation and budget amendment. Recommend transfer of funding from Mayor and Council budget, decrease 100-5.1310.579000 Contingency, to Public Works 100.5.4100.521302, Professional Services Engineering.

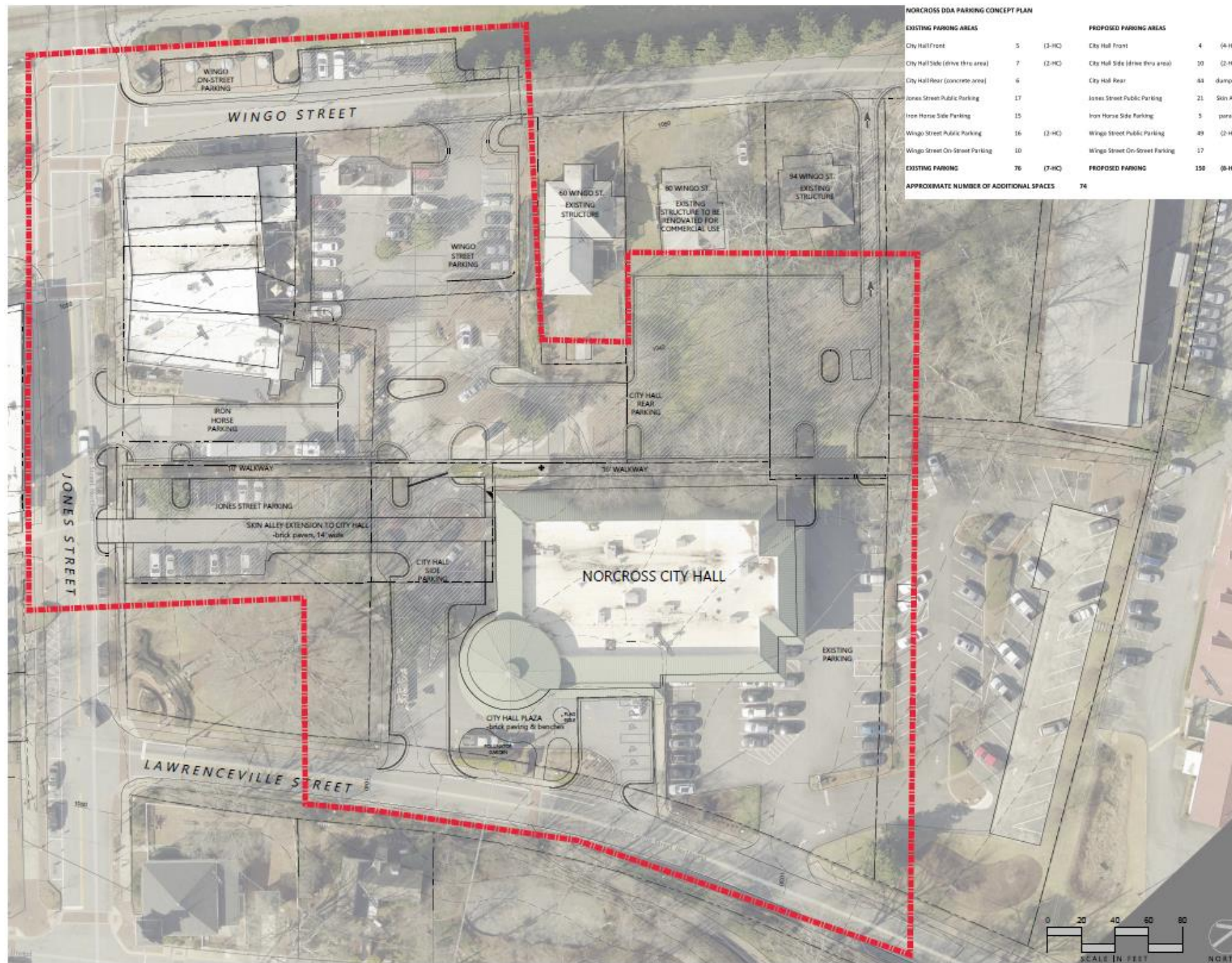
Consistent with Comprehensive Plan? (If applicable, please select which goal applies)

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Increases Opportunities for Travel via Different Modes within and Outside the Community

Attachments

- Area for Design - Expanded Downtown Parking
- Budget Amendment - \$76K

Updates



NORCROSS DDA PARKING CONCEPT PLAN

EXISTING PARKING AREAS			PROPOSED PARKING AREAS		
City Hall Front	5	(3-HC)	City Hall Front	4	(4-HC)
City Hall Side (drive thru area)	7	(2-HC)	City Hall Side (drive thru area)	30	(2-HC)
City Hall Rear (concrete area)	6		City Hall Rear	63	dumpster
Jones Street Public Parking	17		Jones Street Public Parking	21	skin alley
Iron Horse Side Parking	15		Iron Horse Side Parking	5	parallel
Wingo Street Public Parking	16	(2-HC)	Wingo Street Public Parking	49	(2-HC)
Wingo Street On-Street Parking	10		Wingo Street On-Street Parking	17	
EXISTING PARKING	76	(7-HC)	PROPOSED PARKING	159	(8-HC)
APPROXIMATE NUMBER OF ADDITIONAL SPACES			78		

BARCLIFT ASSOCIATES
 1000 Peachtree Street, NE
 4th Floor
 Atlanta, GA 30309
 404.525.1111
 info@barcliftassociates.com
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PARKING EXPANSION CONCEPT PLAN

**NORCROSS DDA
CITY HALL AREA**

OCTOBER 8, 2024

SHEET **SP-1**

Finance Department Budget Adjustment Entry

Purpose: Item 25-7294: To appropriate from Mayor & Council contingency to Public Works Professional Services, Engineering for Expanded Downtown Parking

Effective Date: 5/5/2025

Description	Account Number	Increase	Decrease
Public Works, Professional Services Engineering	100-5.4100.521302	76,000	
Mayor & Council, Contingencies	100-5.1310.579000		76,000
	Totals	76,000	76,000

This budget amendmenhas a net zero impact to budget.



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

City of Norcross

Legislation Details (With Details)

File #:	25-7301	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	Concept Report for Piedmont Pathway, Trailhead, and Greenspaces Within the City of Norcross		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Concept Report for Piedmont Pathway, Trailhead, and Greenspaces within the City of Norcross](#)
2. [Area of Consideration](#)
3. [City of Norcross Scope of Work](#)
4. [PG&T Update to M&C, Jan 2025](#)
5. [Budget Amendment 4.21.25 PWS \\$130K](#)

Title

Concept Report for Piedmont Pathway, Trailhead, and Greenspaces Within the City of Norcross

Drafter

Len Housley

Motion

A motion to Approve/Deny a budget amendment and proposal for an RFP to develop a concept report for the Piedmont Pathway, Trailhead, and Greenspaces, in the amount of \$130,000, funded by Recreation SPLOST.



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

AGENDA REPORT

To: Mayor and Council

From: Len Housley, Director Public Works

Meeting Date: May 5, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7301

Title: Concept Report for Piedmont Pathway, Trailhead, and Greenspaces within the City of Norcross

CC: Eric Johnson, City Manager

Recommendation

Approve budget amendment and proposal for an RFP to develop a concept report for the Piedmont Pathway, Trailhead, and Greenspaces.

Background

In January 2025, the PG&T Board provided Mayor & Council recommended priorities based on review of the Norcross Parks, Greenspaces, Trails, and Green Infrastructure Master Plan, dated August 2024.

The Area defined in Scope of Work is provided in Attachments-Area of Consideration.

As recommended in the Master Plan, the resourcing strategy is to posture for Federal and State Grants to resource a large portion of funding for project execution. A completed concept report will allow the City of Norcross to apply for future Grants.

PG&T Board recommendations are consistent with the analysis and findings outlined in the Master Plan. The RFP to develop a concept report for the Piedmont Pathway, Trailheads/Parks, and Greenspaces meet all 4 goals of the Master Plan, to include providing more recreation infrastructure for residents south of Buford Hwy.

Financial Impact

- \$130,000.00 from Recreation SPLOST. Requires approval of a Budget Amendment.

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

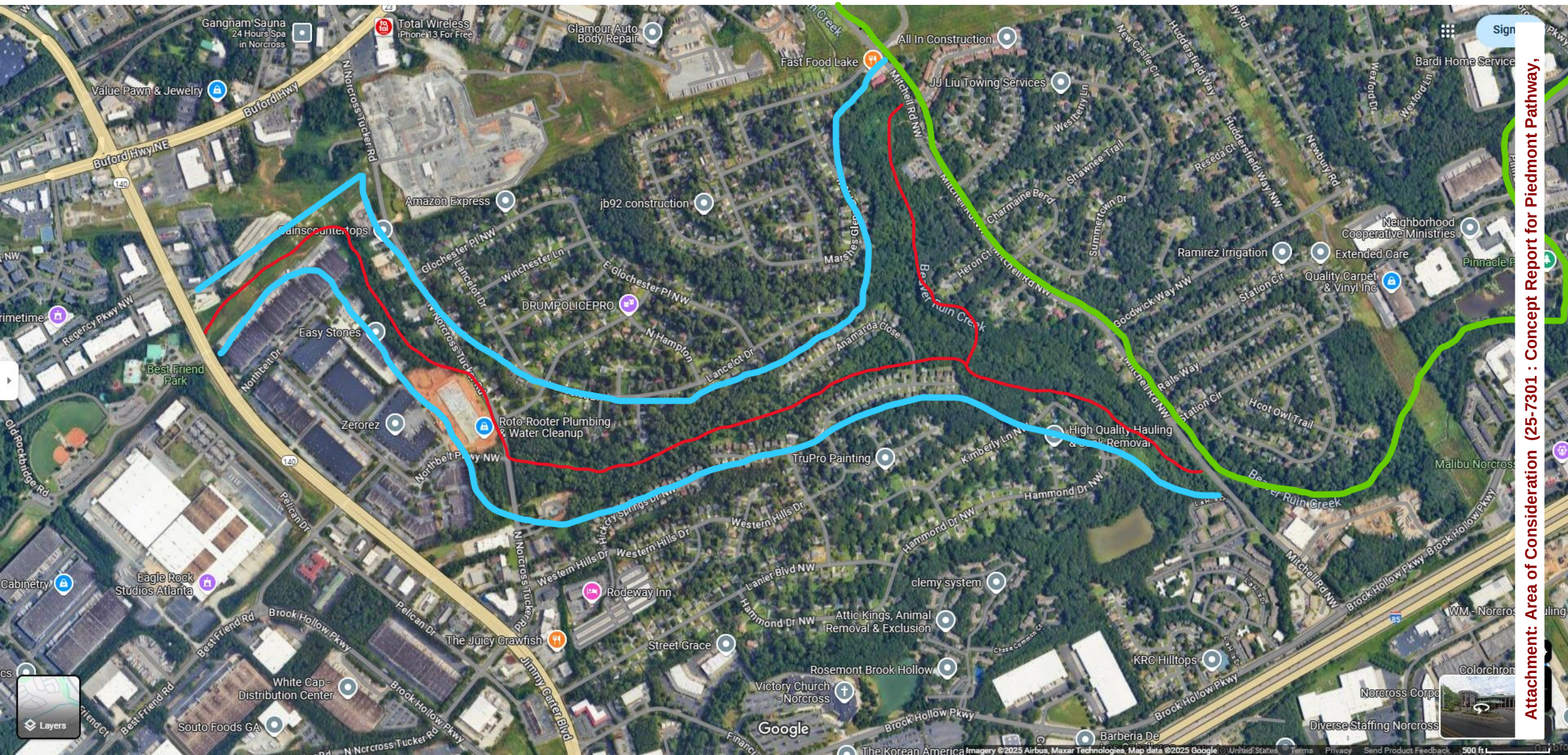
1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Increases Opportunities for Travel via Different Modes within and Outside the Community

Attachments

- Area of Consideration
- City of Norcross Scope of Work
- PG&T Update to M&C, Jan 2025
- Budget Amendment - \$130K

Proposed Piedmont Pathway within City of Norcross connecting to Norcross Beaver Ruin Greenway

L.11.b



Attachment: Area of Consideration (25-7301 : Concept Report for Piedmont Pathway,

Area of Study for Concept Report

Norcross Beaver Ruin Greenway

Packet Pg. 210

Optimize Green Spaces to Serve Community Needs

RIGHT
Concept for
Piedmont
Pathway.

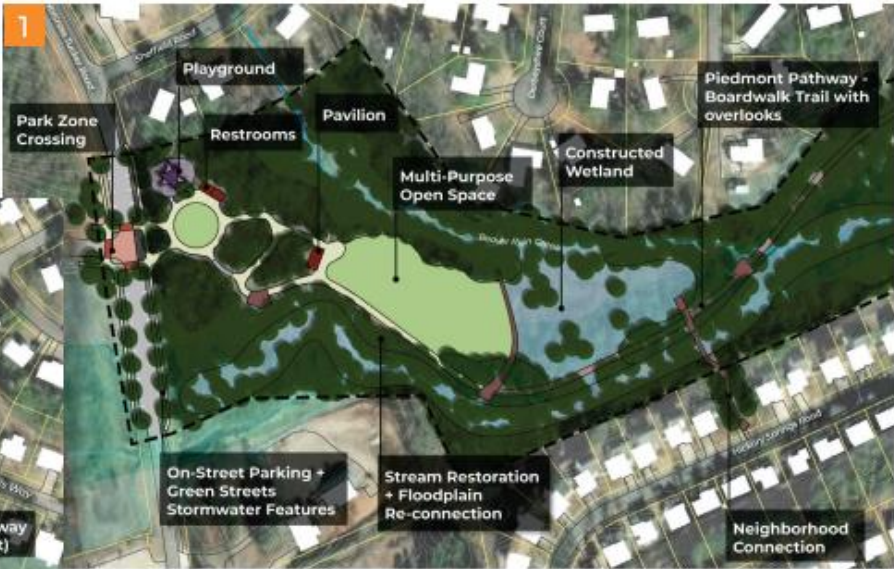
Three new
park spaces
and a variety of
amenities are
proposed along
the Piedmont
Pathway. Top-down
construction of the trail
would minimize
impacts to trees
and wetlands
while providing
opportunities for
stream restoration
and green
infrastructure
installations.

 Norcross Beaver Ruin
Greenway



Concept rendering

RIGHT
The West Entry Park concept fronts Norcross Tucker Road and provides a variety of easily accessible amenities, including a playground, restrooms, pavilion, and open space. The open space and constructed wetland occupy an area that previously was the site of a sewer facility for surrounding neighborhoods.



ABOVE
The East Entry Park fronts Mitchell Road and proposes a variety of easily accessible amenities, including a plaza, restrooms, pavilion, and zone for games like horseshoes or bocce. Opportunities exist for stream restoration and floodplain reconnection in conjunction with trail construction.

RIGHT
The North Entry Park fronts Mitchell Road and occupies a ~10-acre city-owned property that was formerly a dumping ground. Space is provided for a dog park, parking lot, open space, playground, and more.



CITY OF NORCROSS PIEDMONT PATHWAY, TRAILHEAD, AND GREENSPACE GDOT CONCEPT REPORT DRAFT SCOPE OF WORK

Task 1 – Existing Conditions & Technical Analysis:

The consultant will conduct a thorough review and assessment of previous plans and existing conditions in the study area. The focus of the assessment will include the following:

- Review of existing plans covering the area and approved development plans.
- Inventory and prioritize potential user destinations along the trail, trailhead, and greenspaces.
- Evaluate traffic operations and traffic safety in the trail corridor that are relevant to trail, trailhead, and greenspace design.
- Conduct environmental screening to identify potential historical, ecological and/or archeological resources within the area.
- Determine likely impacts to potentially historic properties, if any.
- Review plans for adjacent development.

Task 2 – Phase 1 Environmental Assessment

The consultant will complete a Phase 1 Environmental Assessment for the 1.2-mile corridor. The purpose of this assessment will be to identify conditions indicative of releases and threatened releases of hazardous substances on, at, in, or to the property. This assessment will be in general accordance with the United States Environmental Protection Agency (EPA), “All Appropriate Inquiry” Rules dated November 1, 2005 (Rules) and the general methodology of ASTM E-1527-21 Standard for Phase I Environmental Site Assessments. The assessment will not include testing or surveys, such as for lead, asbestos, mold, endangered species, vapor intrusion, radon, wetlands, and other non-scope issues.

As part of the Phase 1 Environmental Assessment, the consultant will also complete an initial assessment for Vapor Encroachment. The purpose of this assessment is to screen for potential vapor encroachment risks, which could impact future occupants of an existing or future building on the project site. This will include a tier one screening per the ASTM Standard for “Vapor Encroachment Screening on Property Involved in Real Estate Transactions,” E2600-10.

The Phase 1 Environmental Assessment will consist of the following:

1. State and Federal environmental agency records will be reviewed to determine whether the property or properties adjacent to or within a one-mile radius have been the subject of an investigation involving hazardous or petroleum substances. This will include the: LUST, NPL, CERCLIS, Registered UST, RCRA-TSD, RCRA-Generators, ERNS, and other reasonably available database files.
2. The consultant will review historic aerial photographs, Sanborn maps, city directories, and United States Geologic Survey (USGS) maps to check for evidence of areas of past hazardous substance disposal at or near the project corridor and to determine past uses of the property.

3. An environmental professional will perform a reconnaissance of the Project Site and adjacent properties to document visual evidence of previous hazardous substance disposal or storage at or adjacent to the site.
4. Interviews will be conducted, as practical, with the current property owner, past property owners, local residents, and firms located adjacent to the Project Site to assess past and present activities which may have impacted the property. The client will supply the consultant with the current property owner contact information.
5. The consultant will contact government agencies and request information relating to releases and environmental incidents at the Project Site, including the fire department and/or the local health department.
6. The consultant will review the chain of titles, records of environmental liens, and records of institutional and engineering controls for the property, if provided by you, as part of all appropriate inquiry. If these documents are not provided by the client, the consultant can research them for an additional fee of \$700.00/parcel.
7. The consultant will provide a written report outlining the findings. The report will include the results of the consultant's regulatory review, site reconnaissance, site history research and comments pertinent to the project. The report will include the consultants' opinion of the existence of data gaps and their significance. The consultant will issue the report in electronic PDF format.
8. The consultant's report will include the signed declarations by the consultant's Environmental Professionals regarding their qualifications, and that the report was in general accordance with the AAI rule. The qualifications will be provided for the firm and the professional providing the assessment.
9. The consultant will provide a draft prior to finalization of the report.

The Rules require that the client, identified as the "user", must provide specific information for the assessment, such as information about environmental liens, price evaluation, etc., as outlined in a provided questionnaire. Failure to complete this accurately can jeopardize the consultant's ability to obtain the innocent landowner defense from CERCLA (Superfund).

Task 3– Public Involvement:

Conduct an outreach process that promotes the involvement of all stakeholders in the study area. The consultant will be responsible for designing an effective and innovative public involvement program. At a minimum, the outreach process shall include the following elements:

- Seek input and comments from a project advisory group of major stakeholders. The stakeholder group will meet (either in person or via conference call) up to three (3) times during the study process, and will be provided with draft concepts, typical sections and scoping study documents for comment.
- Project information will be uploaded to a project website (hosted by the City) to provide basic project information to the public along with project materials and meeting summaries.

- In coordination with the City the consultant team will conduct up to three (3) public involvement meetings – (1) an initial meeting to understand needs, desired outcomes and gather to gather input on design and desired connections, potential problem areas, (2) a second meeting to present potential alternatives, and (3) a third meeting at the end of the process to review and comment on preferred alternatives. Meeting content will also be translated into Spanish.
- In coordination with the City, the consultant team will conduct two rounds of three (3) stakeholder meetings, (a total of up to six (6) focus group meetings) with area stakeholders. The first round of meetings is intended to identify the needs, opportunities, ideas, and concerns from area stakeholders. The second round of meetings is intended to share potential strategies to address the identified needs, opportunities, ideas, and concerns.
- In coordination with the City, the consultant team will complete up to three (3) presentations to the Mayor and City Council throughout the process - (1) an initial meeting to understand needs, desired outcomes and gather to gather input on design and desired connections, potential problem areas, (2) a second meeting to present potential alternatives, and (3) a third meeting at the end of the process to receive final approval.

Task 4 –Alternatives Analysis & Concept Plan Development:

Prepare a Concept Layout, typical sections and a draft GDOT Limited Scope Concept Report for the trail project and park facility based on the existing conditions, technical analysis, and public involvement.

Specific elements shall include:

- Evaluation of the relative feasibility and constructability of alternative trail alignments and sections in logical phases or segments;
- Preferred and alternative alignments and typical sections for each segment of the path;
- Preparation of draft GDOT Limited Scope Concept Report for the multi-use path, which includes analysis of potential environmental impacts, ROW, utility and cost estimates.

Task 5 - Prepare Implementation and Management Plan

Prepare a step-by-step implementation plan that identifies the logical phases of implementation, potential implementation partners, responsibilities, cost estimates, timeline and potential sources of funding for each phase.

Task 6 – Prepare Project Deliverables

The following shall be developed the format indicated below:

- Deliverables:
 - Concept Summary document: Prepare a document summarizing the goals of the project, methodology, public involvement process, existing conditions, technical analysis and alternatives considered.
 - Preferred alternative concept layout for multi-use path
 - Preferred alternative typical sections for each trail segment and up to three (3) illustrative renderings of proposed conditions.
 - Complete GDOT Limited Scope Concept Report for the project, which includes, but is not limited to the following:
 - Project Location Map
 - Planning & Background Data
 - Design and Structural

- Interchanges and Intersections
 - Utility and Property
 - Environmental and Permits
 - Coordination, Activities, and Responsibilities, and Costs
 - Alternative Discussion
 - List of Attachments/ Supporting Data
- Implementation and Management Plan
- Format:
 - One printed copy of all of the above as a combined final report. Summary document and Concept Report in 8.5"x11", and Concept Layout and Typical Sections in 11"x17".
 - Once single combine PDF file of the final report document
 - Electronic editable original documents for each report element, such as MS Word documents of Concept Report and summary documents, GIS shape files, InDesign files, Excel/CAD or other files.

27 Jan 2025 PWS

Our recommended Action: Issue RFP for Scoping & Feasibility Study for Norcross Piedmont Pathway & Parks (NPPP)

The PG&T Board asks that City Council vote to issue an RFP for a Scoping & Feasibility Study for the NPPP concept.

- **Assessment of Feasibility**
- **Identify Suitable Areas**
- **Identify Stream Restoration & Bank Stabilization Needs**
- **Identify Green Infrastructure Opportunities**
- **Engage Community**
- **Determine Phasing**
- **Estimate Cost**

The PG&T Board asks that Mayor & Council vote to issue an RFP for a Scoping & Feasibility Study for a Norcross Piedmont Pathway & Parks (NPPP) area along Beaver Ruin Creek, in order to accomplish the following goals.

- **Assessment of Feasibility:** The study will evaluate the viability of each proposed parks and trails area of the potential “Norcross Piedmont Pathway & Parks” for specific uses (such as playgrounds, picnic areas, etc.) and to identify any geotechnical, environmental, topographical, permitting issues, or other constraints
- **Identify Suitable Areas:** The study will analyze specific locations within the park to identify which areas are appropriate for various park and trail elements and amenities, ensuring optimal use of space and resources
- **Identify Stream Restoration & Bank Stabilization Needs:** The study will identify priority areas along Beaver Ruin Creek for stream restoration and bank stabilization
- **Identify Green Infrastructure Opportunities:** The study will seek to identify the areas where green infrastructure and stormwater best management practices can be incorporated into detailed design
- **Engage Community:** The study will engage the community to gather input on desired park amenities and features, and ensure that desired types of use are aligned with the suitability and feasibility of each area.
- **Determine Phasing:** The study will identify which areas of the overall concept should be developed first, based on infrastructure readiness, environmental considerations,

- permitting requirements, community needs, cost, etc.
- **Estimate Cost**: The study will provide preliminary cost estimates for detailed design, construction and maintenance, helping the city council make informed decisions regarding funding and resource allocation.

"By conducting a scoping and feasibility plan first, we could anticipate a significant reduction in the cost of the design and engineering phase. This initial step allows us to streamline the process by eliminating unfeasible options early, gathering crucial data, and establishing clear project parameters. While there's an upfront cost for the scoping study, it typically results in a more efficient and focused design phase, potentially saving 15-30% on overall design and engineering costs. This approach would also minimize the risk of costly changes later in the project."

Master Plan’s Top Priorities for New Parks

New Park Projects

Project Rank	Project Name	Description	Order of Magnitude Planning Level Costs	Total Scores
1	Piedmont Pathway West Entry Park	Develop a park entry space & natural play playground on site's western edge along N Norcross Tucker Road. Implement streambed improvements for water quality and flood control.	\$6,000,000	27
2	Piedmont Pathway East Entry Park	Develop a park entry space into playground, multi-purpose open space, outdoor exercise equipment eastern edge along Mitchell Road. Implement streambed improvements for water quality.	\$4,000,000	27
3	Piedmont Pathway North Entry Park	Develop a park entry space, playground, dog run, and multi-purpose open space on property owned by the City of Norcross located at 65 Lawrenceville Street. Implement streambed improvements for water quality.	\$12,000,000	27

Master Plan’s Top Priorities for New Trails

New Trail Projects

Project Rank	Project Name	Description	Order of Magnitude Planning Level Costs	Total Scores
1	Piedmont Pathway North	Develop Piedmont Pathway (boardwalk) with streambank and forest restoration from property owned by the City of Norcross located at 65 Lawrenceville Street to Piedmont Pathway West Entry Park/ Trail.	\$12,000,000	31
1	Piedmont Pathway West	Coordinate with County to develop Piedmont Pathway (boardwalk) with streambank and forest restoration from N Norcross Tucker Road to Anamanda Close.	\$5,000,000	31
2	Piedmont Pathway - East	Coordinate with County to develop Piedmont Pathway (boardwalk) from Anamanda Close to Mitchell Road/GDOT Norcross Greenway. Project with streambank and forest restoration.	\$7,300,000	29

PG&T Board Update & Recommendation for Mayor & Council

A reminder of the 4 goals of the 2024 Parks, Green Spaces & Trails and Green Infrastructure Master Plan:

GOAL 1

Preservation of Natural Areas in Norcross
(such as forests, meadows, wetlands, etc.)

GOAL 2

Enhancement of Natural Resources in Norcross
(projects such as invasive species management, tree planting, streambank restoration, stormwater management/green infrastructure, etc.)

GOAL 3

Providing Connections between Parks and Natural Areas
(projects to implement new/improved sidewalks and trails to connect parks with surrounding communities)

GOAL 4

Identifying New General Recreation Parkland
(land that will be developed for recreation uses, i.e. open lawns, splashpads, playgrounds, etc.)

PG&T Board Update & Recommendation for Mayor & Council



- A recent inquiry to the City from St Mary's Malankara Church on Mitchell Rd about potentially expanding their parking onto adjacent City property may have come at a propitious moment for both the Church and the City, as it has prompted us all to take the first action steps on the #1 priorities identified in our board's recently completed Master Plan — **new parks, green space & trails in the area along Beaver Ruin Creek**, collectively referred to in the Master Plan as the 'Piedmont Pathway & Green Infrastructure Parks' Concept.
- The City property adjacent to the church sits at the very north end of this Concept area. Prior to the City meeting with church leaders to get a clear understanding of their future parking needs and potential property-related requests, 2 weeks ago, over the course of several days, members of the PG&T and Tree Boards, along with Council Members, **walked the City property adjacent to the church**, and further down Beaver Ruin Creek, in the North and East portions of the PPP Concept area to get a first-hand look.
- As most of you know, the City-owned parcel adjacent to the church was

- used in the past for many years as a site to put road construction debris and the like. While it would certainly require work to turn it into park space, assuming that there are no insurmountable geotechnical or environmental challenges, the site clearly has potential as future park space. And, while we don't know at this point exactly what sort of deal can be worked out with the church, the PG&T board feels that it is certainly worth discussing the possibility of a deal that could help the church meet its future parking needs while also simultaneously meeting future parking needs for a city park adjacent to it, as well as providing a kickstart to what could become Norcross's newest park, **and first in the area between Norcross Tucker and Mitchell Rd.**
- As we walked down along Beaver Ruin Creek along the Gwinnett County sewer easement, I think we were all quite struck by the peacefulness and beauty of the area along the creek, and of the real potential that this green space has as a **future linear park in the most underserved area of the city.**

PG&T Board Update & Recommendation for Mayor & Council



Norcross Piedmont Pathway & Parks Concept (NPPP)

RIGHT
Concept for
Piedmont
Pathway.

Three new park spaces and a variety of amenities are proposed along the Piedmont Pathway. Top-down construction of the trail would minimize impacts to trees and wetlands while providing opportunities for stream restoration and green infrastructure installations.

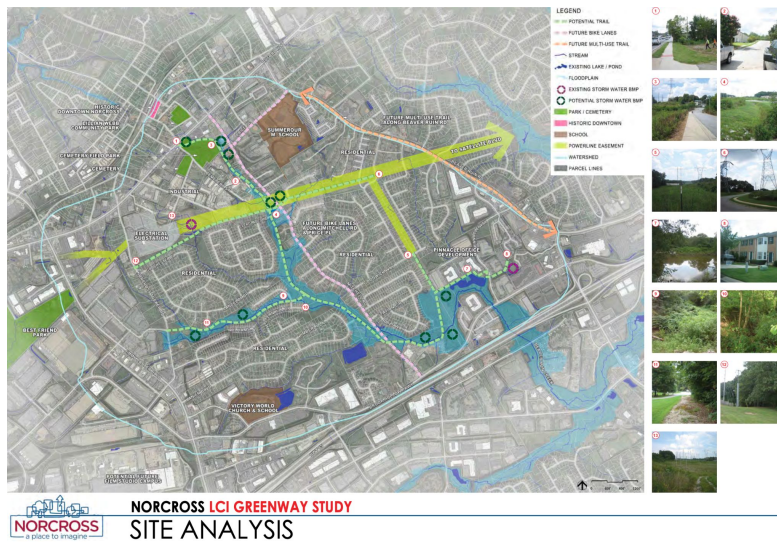
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Master Plan



- In the image shown, note the location of St Mary's Malankara Church, adjacent to the "North Entry" of the "Norcross **Piedmont Pathway & Parks**" (NPPP) - the concept of 3 new parks + connecting trails as shown.
- The NPPP concept received the top priority rankings for both 1) New Parks and 2) New Trails in the **2024 Norcross Parks, Green Spaces, Trails and Green Infrastructure Plan**.
- The NPPP concept was informed by the **2016 Norcross LCI Greenway Concept Study**
- As I mentioned, the name 'Piedmont Pathway' refers to the main cross-county signature trail that is envisioned for Gwinnett County. The County is currently doing an update to their Countywide Trails Master Plan, and we have made sure they are aware that Norcross's recently completed Parks, Greenspaces & Trails and Green Infrastructure Master Plan shows this as the Preferred Route for the Norcross section of the Piedmont

- Pathway. Ultimately, the Piedmont Pathway is envisioned to run from Dacula to Norcross. (Imagine)

View from 2016 Norcross LCI Greenway Study



Finance Department Budget Adjustment Entry

Purpose:	Item #25-7301: Budget amendments for Concept Report for Piedmont Pathway, Trailhead, & Greenspaces
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Effective Date:	5/5/2025
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Description	Account Number	Increase	Decrease
2017 SPLOST, Recreation	350-5.4220.541434	130,000	
2017 SPLOST, Fund Balance-Unreserved	350-134200		130,000
	Totals	130,000	130,000

This budget amendment has a net zero impact to budget.



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

City of Norcross

Legislation Details (With Details)

File #:	25-7302	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	Norcross 2025 Road Resurfacing Program		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Norcross 2025 Road Resurfacing Program](#)
2. [Norcross Paving Recommendations](#)
3. [Detailed Paving Summary-Public Works](#)
4. [Budget Amendment - \\$4,003,211.00](#)

Title
Norcross 2025 Road Resurfacing Program

Drafter
Len Housley

Motion

A motion to Approve/Deny the Norcross 2025 Road Resurfacing Program for residential streets, with a total project budget of \$4,003,211.00, with \$3,800,000.00 to be funded by Transportation SPLOST and \$203,21.00 from LMIG.



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

AGENDA REPORT

To: Mayor and Council

From: Len Housley, Director Public Works Meeting

Date: May 5, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7302

Title: Norcross 2025 Road Resurfacing Program

CC: Eric Johnson, City Manager

Recommendation

Approve the Norcross 2025 road resurfacing program for residential streets with associated budget.

Background

There are 25 residential roads recommended for ITB solicitation for resurfacing within the City of Norcross. Based on additional available funding, more roads may be paved in the near future. (See Attached)

Current priority for resurfacing is based on PCI Ratings minus 7 Commercial Roads, 12 Roads with 2025 CDBG Requests. Fairmount will be paved in the future with Lively Ave and South Cemetery to save costs due to location.

Based on concerns from Council, another analysis and reassessment were conducted on Sunset Drive. There are 22 data segments broken down by linear feet that provide the PCI rating for Sunset Drive. A visual inspection and data captured in Robotics shows no change in the recalculation; the reassessment remains at a PCI rating of 3.05. Robotics is a well-known and accurate road analysis system used by many municipalities and vendors U.S. wide. Data and visuals are provided at attachment.

Financial Impact

- Total \$4,003,211.00 (\$3.8M Transportation SPLOST and \$203,211.00 LMIG).

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

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Increases Opportunities for Travel via Different Modes within and Outside the Community

Attachments

- Norcross Paving Recommendations
- Detailed Paving Summary-Public Works
- Budget Amendment - \$4,003,211.00

Recommended Residential 2025 Paving Program

- 25 Residential Roads-\$4M
- Current Priority based on PCI Ratings minus:
 - 7 Commercial Roads
 - 12 Roads with 2025 CDBG Requests-Awaiting Approval
 - Fairmount to be paved in The future with Lively and South Cemetery to save Costs.

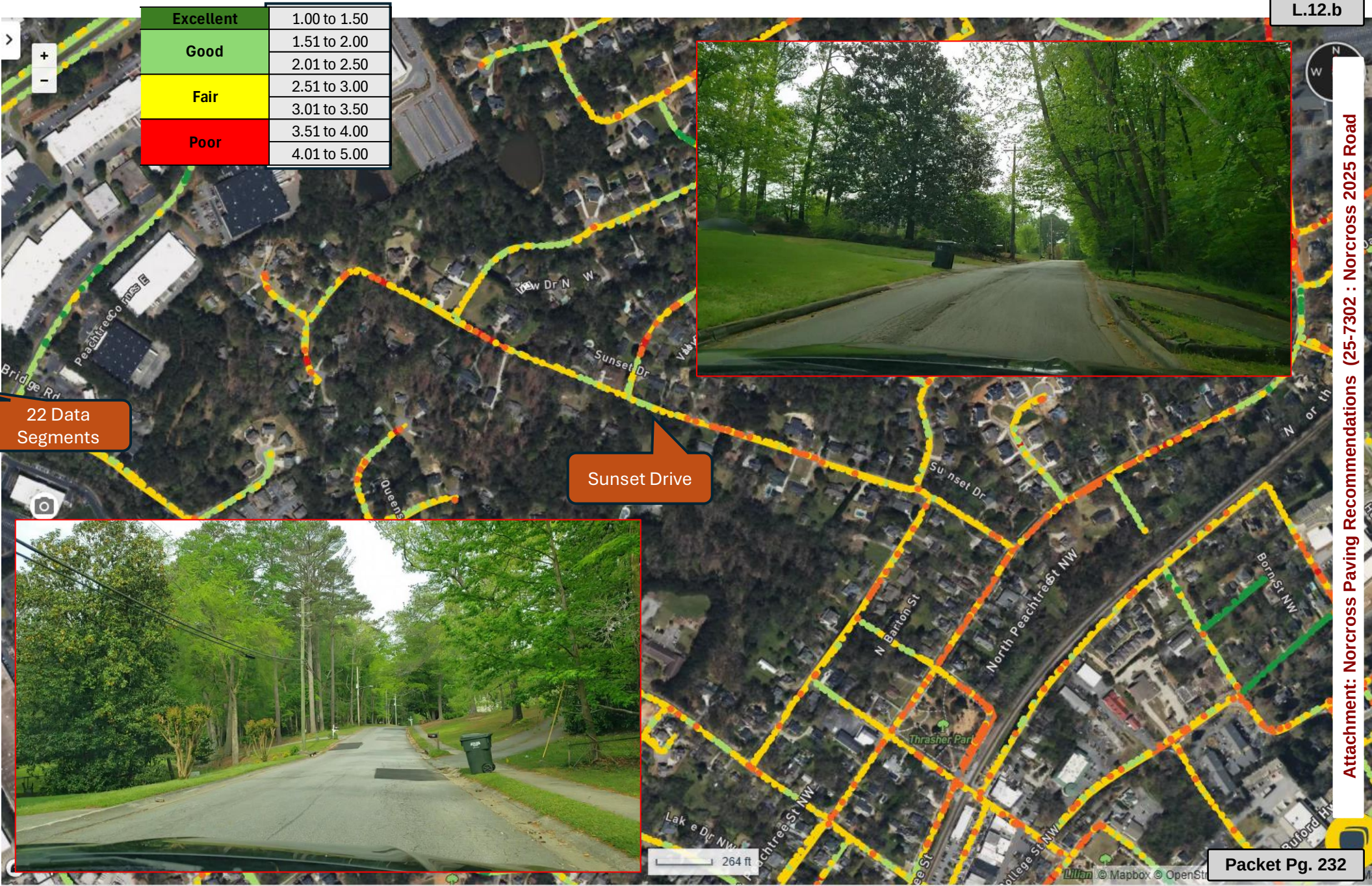
Sunset Drive Analysis on next slide

Roads Recommended for ITB

No	Street	Rating	Length	Cost	Cumulative Cost
1	Glochester Place Northwest	3.67	1305.4	\$156,414.10	
2	Williams Place Northwest	3.60	1580.5	\$188,290.87	\$344,704.97
3	College Street Northwest	3.44	686.5	\$55,796.94	\$400,501.91
4	East Glochester Place Northwest	3.43	2085.1	\$160,788.12	\$561,290.03
5	Goodwick Way N West	3.42	2277.3	\$200,403.36	\$761,693.39
6	Carlyle Street Northwest	3.40	927.4	\$65,427.00	\$827,120.39
7	Western Hills Drive	3.38	4388.4	\$356,474.18	\$1,183,594.57
8	Born Street Northwest	3.34	774.1	\$60,567.88	\$1,244,162.45
9	Thrasher Street Northwest	3.33	4024.0	\$325,317.88	\$1,569,480.33
10	Coventry Circle	3.30	413.6	\$35,227.06	\$1,604,707.39
11	North Peachtree Street Northwest	3.26	4293.6	\$363,985.28	\$1,968,692.67
12	Everglades Lane Northwest	3.25	299.8	\$25,466.00	\$1,994,158.67
13	Jones Street Northwest	3.25	565.9	\$48,002.92	\$2,042,161.59
14	Williams Street	3.23	256.0	\$78,458.98	\$2,120,620.57
15	Huddersfield Way	3.23	3673.6	\$339,058.26	\$2,459,678.83
16	North Barton Street	3.21	999.7	\$84,747.38	\$2,544,426.21
17	Summertown Drive	3.18	2680.8	\$227,296.60	\$2,771,722.81
18	Thames Court Northwest	3.17	206.4	\$17,604.72	\$2,789,327.53
19	Lanier Boulevard Northwest	3.15	2985.3	\$253,230.70	\$3,042,558.23
20	South Barton Street	3.14	492.9	\$41,671.66	\$3,084,229.89
21	Everglades Trail	3.14	3008.8	\$255,195.96	\$3,339,425.85
22	Anamanda Close	3.13	1433.5	\$121,499.46	\$3,460,925.31
23	Hammond Drive Northwest	3.13	4211.7	\$357,107.82	\$3,818,033.13
24	Everglades Lane	3.13	504.3	\$43,035.48	\$3,861,068.61
25	Hickory Springs Dr NW	3.09	1029.2	\$87,520.98	\$3,948,589.59

➤ **Sunset Drive** at
10 Ft Incremental
Analysis with
RoadBotics
Overall recalculated
Rating
Is 3.05 (no change)
Fair

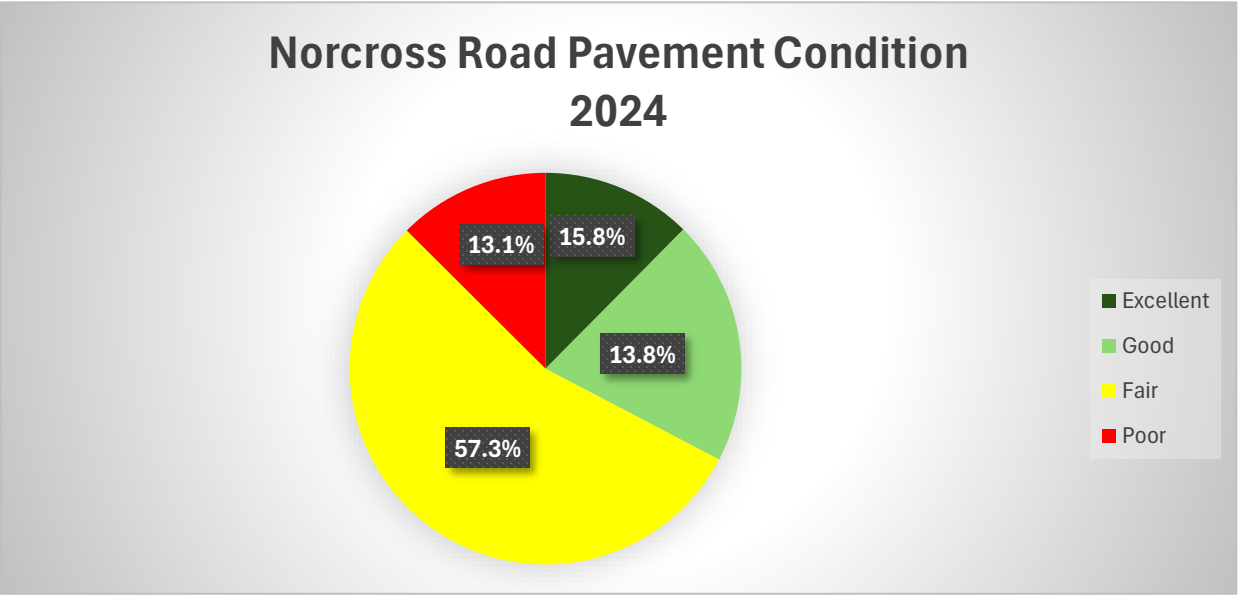
Sunset Drive	
Feet	PCI Rating
144.1	2.26
198.3	3.1
229.7	2.87
74.9	3.12
478.8	3.02
267.5	3.07
132.5	3.46
14.4	3
101.9	2.9
462.6	2.55
139.5	2.64
168.3	3.44
51.9	3
304.4	2.84
26.4	3
492	3.14
25.2	2.75
296	3.45
103.5	3.6
90	3.88
42.9	4
95.2	3.72
3940	3.05
Feet	PCI Rating



Norcross Roads Listed Worst to Best Condition

(City Maintenance Responsibility)

Street Name	Weighted Score	Total Length	
Magnolia Street Northwest	4.36	264.9	Development
Western Hills Court	4.28	265.2	CDBG 2025
Best Friend Road	1.00 was 4.17	441.2	Paved DEC 2024
Atlantic Boulevard-Grant W SPLOST	1.00 was 4.03	4036.7	Paved DEC 2024
Skin Alley Street	4.00	387.3	Pavers N/A
Spike Street Northwest	1.00 was 4.00	426.0	Paved DEC 2024
Pinnacle Way	1.00 was 3.92	3659.7	Paved DEC 2024
Balard Way	3.86	678.7	CDBG 2025
Crest Hollow Court	3.85	195.0	CDBG 2025
Hollow Trace Way	1.00 was 3.82	725.9	Paved DEC 2024
Executive Way	3.79	1083.0	CDBG 2025
Crest Trace Court	3.79	113.3	CDBG 2025
Wexford Lane	3.76	1221.2	CDBG 2025
Goshen Springs Road	3.75	3617.6	\$606,124
Landings Court	3.69	687.8	CDBG 2025
Glochester Place Northwest	3.67	1305.4	\$156,414.10
Williams Place Northwest	3.60	1580.5	\$188,290.87
Lively Avenue	3.58	2721.6	\$227,401.94
Charmaine Bend	3.57	1376.8	CDBG 2025
Bolton Circle (Negotiation CARMAX)	3.56	2261.6	\$492,730.00
Rockies Court Northwest	3.52	464.6	CDBG 2025
Davidson Drive Northwest	3.51	1167.4	CDBG 2025
Price Place Northwest	3.46	2059.9	\$209,783.75
Kimberly Lane Northwest	3.44	1264.9	CDBG 2025
College Street Northwest	3.44	686.5	\$55,796.94
East Glochester Place Northwest	3.43	2085.1	\$160,788.12
Goodwick Way N West	3.42	2277.3	\$200,403.36
Unity Drive	3.41	1403.6	\$113,373.48
Carlyle Street Northwest	3.40	927.4	\$65,427.00
Wexford Court	3.39	206.1	CDBG 2025
Western Hills Drive	3.38	4388.4	\$356,474.18
Born Street Northwest	3.34	774.1	\$60,567.88
Thrasher Street Northwest	3.33	4024.0	\$325,317.88
Financial Drive Northwest	3.33	2005.6	\$184,990.72
Coventry Circle	3.30	413.6	\$35,227.06
North Peachtree Street Northwest	3.26	4293.6	\$363,985.28
Fairmount Drive Northwest	3.26	2162.3	\$177,907.06
Everglades Lane Northwest	3.25	299.8	\$25,466.00
Jones Street Northwest	3.25	565.9	\$48,002.92
Williams Street	3.23	256.0	\$78,458.98
Huddersfield Way	3.23	3673.6	\$339,058.26
North Barton Street	3.21	999.7	\$84,747.38
Mauldin Court	1.00 was 3.20	359.5	Paved DEC 2024
Summertown Drive	3.18	2680.8	\$227,296.60
Thames Court Northwest	3.17	206.4	\$17,604.72
Moore Lane	1.00 was 3.17	418.8	Paved DEC 2024
Stanstead Court	1.00 was3.17	169.3	Paved DEC 2024
Lanier Boulevard Northwest	3.15	2985.3	\$253,230.70
South Barton Street	3.14	492.9	\$41,671.66
Everglades Trail	3.14	3008.8	\$255,195.96
Anamanda Close	3.13	1433.5	\$121,499.46
Hammond Drive Northwest	3.13	4211.7	\$357,107.82
Everglades Lane	3.13	504.3	\$43,035.48
South Cemetery Street	3.10	3539.2	\$300,242.18
Hickory Springs Dr NW	3.09	1029.2	\$87,520.98
Lancelot Drive	3.09	3848.2	\$326,256.76
Sharon Drive Northwest	3.09	795.7	\$67,572.90
Oak Cove	3.07	824.2	\$70,018.88
Queens Court Northwest	3.07	1075.9	\$91,131.50
Sunset Drive	3.05	3940.0	\$334,082.80
Summerour Street	3.05	1512.8	\$128,146.80
Ruth Street Northwest	3.05	610.1	\$51,663.20
Hollow Ridge Lane	3.03	655.1	\$54,941.10
Terrace Garden Way	3.03	336.5	\$28,435.32
New Castle Circle Northwest	3.02	610.6	\$51,914.15
Glenn Hollow Lane	3.00	1169.0	\$68,117.85
Sierra Drive Northwest	2.98	644.8	\$37,516.60
Buchanan Street Northwest	2.98	799.5	\$46,667.35
Georgetown Park Drive	2.96	1117.8	\$64,095.05
Dogwood Circle	2.91	2480.0	\$142,507.00



Summary			
2024 Ranking by Street			
Qualitative Rating	Numerical Rating	Length (miles)	Total (miles)
Excellent	1.00 to 1.50	6.5	6.5
Good	1.51 to 2.00	1.7	5.70
	2.01 to 2.50	4.0	
Fair	2.51 to 3.00	10.2	23.60
	3.01 to 3.50	13.4	
Poor	3.51 to 4.00	4.5	5.40
	4.01 to 5.00	0.9	
Total (miles)		41.2	41.2

- Commercial Roads
- Residential Roads recommended for
2025 Paving Program

To be paved with Lively and S. Cemetary

Paved 2016 LMIG

Terrace Club Court	2.91	520.5	\$30,168.00
Hunt Street Northwest	2.91	378.2	\$22,091.70
Norcross Glen Trace	2.90	858.6	\$50,028.70
Bishops Crossing Northwest	2.89	438.9	\$25,473.35
North Hampton Road Northwest	2.88	827.2	\$48,051.55
Doc's Creek Court	2.87	294.3	\$17,199.10
Ashington Court	2.86	266.1	\$16,244.90
Carroll Court	2.85	1862.8	\$92,199.30
Avon Court Northwest	2.83	220.6	\$13,140.65
Reeves Street Northwest	2.83	667.5	\$38,852.55
Freeman Circle	2.81	206.4	\$12,045.90
Sheffield Road Northwest	2.80	1669.8	\$96,977.85
Wexford Drive	2.75	2263.9	\$131,376.95
Lawrenceville Street Northwest	2.74	4277.6	\$248,214.05
Shawnee Trail	2.73	886.3	\$51,582.90
Kelly Street Northwest	2.72	576.1	\$33,496.40
Valley Road Northwest	2.72	1245.6	\$72,460.25
Rails Way	2.72	3594.3	\$208,484.10
Westberry Lane	2.69	505.1	\$29,458.25
Eton Court Northwest	2.69	405.0	\$23,613.25
Exeter Circle	2.69	637.1	\$36,883.05
Park Drive Northwest	2.68	1208.7	\$70,176.20
Sunset Hills Drive	2.67	925.1	\$53,636.25
South Peachtree Street	2.67	4815.6	\$279,114.75
Derbyshire Court Northwest	2.67	209.1	\$12,073.85
Newbury Road Northwest	2.66	3495.9	\$202,671.73
Cochran Drive	2.65	1862.1	\$107,939.30
Heron Court	2.64	489.7	\$28,585.85
Hoot Owl Trail	2.63	1066.2	\$61,880.56
Lyme Bay Circle	2.62	247.8	\$14,354.55
Ivy Cove	2.61	615.3	\$35,719.75
Langford Lane Northwest	2.60	682.3	\$39,552.30
Stevens Road	2.59	336.2	\$14,145.40
Marshes Court	2.58	176.1	\$7,671.40
West Peachtree Street Northwest	2.57	4351.8	\$182,680.15
Longview Drive Northwest	2.55	2804.8	\$117,505.60
Reseda Court	2.53	495.9	\$21,006.75
Weyden Trail	2.50	105.2	
Gaines Street	2.45	1435.7	
Autry Street Northwest	2.44	2953.5	
Lake Drive Northwest	2.44	828.7	
Dogwood Walk Lane	2.42	898.1	
Rowan Street	2.41	474.0	
Beutell Street Northwest	2.40	980.0	
Woodvalley Trace	2.36	2397.4	
Hunter Street Northwest	2.34	2542.8	
Doncaster Court	2.32	544.6	
Woodvalley Close	2.29	187.3	
Glenn Hollow Court	2.28	179.6	
Marshes Glenn Court	2.28	176.4	
Hoot Owl Cove	2.23	119.0	
Rakestraw Street Northwest	2.22	643.2	Paved 2017 LMIG
Nesbit Street Northwest	2.20	1391.6	
Chatham Circle	2.20	3026.4	
Ewing Street	2.13	315.8	
Norcross Parkway	2.12	996.3	Paved 2018 LMIG
Britt Avenue Northwest	2.12	636.8	
Brundage Lane	2.02	520.7	
Hill Street Northwest	2.00	438.3	Paved 2017 LMIG
Langford Drive Northwest	1.98	4580.6	
Peachtree Corners East	1.93	2217.3	Paved 2018 LMIG
Ridgecrest Drive Northwest	1.91	917.1	
Ken Manor Way	1.82	462.0	
Twin Creeks Drive	1.49	1434.5	
Creek Branch Court	1.36	249.3	
Norcross Industrial Court	1.25	815.2	Paved 2023 LMIG
Pinnacle Court	1.24	285.2	Paved 2023 LMIG
Academy Street Northwest	1.20	597.9	Paved 2023 LMIG
Northbelt Drive	1.09	688.3	Paved 2023 LMIG
Webb Drive Northwest	1.05	395.7	Paved 2023 GC
Baldwin Court	1.00	311.5	Paved 2024 SPLOST
Beaver Ridge Circle	1.00	2623.6	Paved 2024 SPLOST
Business Park Drive	1.00	2318.0	Paved 2021 LMIG

Paved 2017 LMIG

Paved 2016

Paved 2016

	\$6,051,351.56
Total	\$3,220,761.56
\$3,220,761.56	\$9,272,113.12
	Total

Bolton Circle	\$492,730.00
	\$9,272,113.12
with Bolton Circle	\$9,764,843.12

Chastain Manor Drive	1.00	1586.1	Paved 2024 SPLOST
Marshes Glenn Drive	1.00	5050.0	Paved 2024 CDBG
Northbelt Parkway Northwest	1.00	2344.3	Paved 2024 SPLOST
Pacific Drive	1.00	3396.3	Paved 2024 SPLOST
Peterson Place Northwest	1.00	1210.9	Paved 2024 SPLOST
Stanstead Circle	1.00	2592.8	Paved 2024 SPLOST
Station Circle	1.00	4681.0	Paved 2024 CDBG
Woodland Road Northwest	1.00	692.0	Paved 2024 SPLOST
Lanier Terrace Northwest	1.00	233.6	Paved 2024 SPLOST
Oak Terrace	1.00	1051.3	Paved 2024 SPLOST
Weyden Court	1.00	134.1	Paved 2024 CDBG
Camelot Way Northwest	1.00	1036.4	Paved 2024 CDBG
Leeds Drive	1.00	309.7	Paved 2024 CDBG

41.2 Miles

Finance Department Budget Adjustment Entry

Item #25-7302: Budget Amendments for Norcross Road Resurfacing program

Effective Date: 5/5/2025

Description	Account Number	Increase	Decrease
2023 SPLOST, Roads & Strees	365-5.4220.541433	3,800,000	
2023 SPLOST, Revenue	365-341303		3,800,000
Public Works, LMIG Project	100-5.4100.542374	203,211	
General Fund, Fund Balance	100-134200		203,211
	Totals	4,003,211	4,003,211



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

City of Norcross

Legislation Details (With Details)

File #:	25-7295	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	Norcross Beaver Ruin Greenway Contract Amendment for Planning and Engineering (P&E)		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Norcross Beaver Ruin Greenway Contract Amendment for Planning and Engineering \(P&E\)](#)
2. [Contract Amendment Supplement 7](#)
3. [Current ARC TIP Budget-Project 0016067](#)
4. [CPL Planning and Engineering Cost Tracker](#)
5. [Budget Amendment - \\$54,960.00](#)

Title

Norcross Beaver Ruin Greenway Contract Amendment for Planning and Engineering (P&E)

Drafter

Len Housley

Motion

A motion to Approve/Deny Contract Amendment Supplement No. 7 and associated cost increases to complete Preliminary Engineering (P&E) for the Norcross Beaver Ruin Greenway Project (Project No. 0016067), and to approve a budget amendment in the amount of \$54,960.00 from Transportation SPLOST to fund the additional costs.



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AGENDA REPORT

To: Mayor and Council

From: Len Housley, Director Public Works

Meeting Date: May 5, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7295

Title: Norcross Beaver Ruin Greenway Contract Amendment for Planning and Engineering (P&E)

CC: Eric Johnson, City Manager

Recommendation

Approve Contract Amendment, Supplement 7, and cost increases to complete P&E for the Norcross Beaver Ruin Greenway Project 0016067.

Background

Through the Preliminary Design Phase and the Final Design Phase for GDOT PI# 0016067, the scope of the project expanded beyond the original contract scope and fee assumptions. Clark Patterson & Lee (CPL) requires additional fees for the following tasks:

Task 1: Signal Design: Based on the location of the proposed greenway, several of the utility poles supporting the existing traffic signals at the intersection of Price Place and Mitchell Road will need to be relocated. In discussions with Gwinnett County Department of Transportation, they are requesting a design of the new poles and equipment replacement.

Task 2: Environmental Services for Final Design: The original environmental documentation including ecology, archaeology, history, air/noise and NEPA reporting was completed in the conceptual phase of the project. Per GDOT, due to changes in the design from concept to final design, these documents will need to be reevaluated. In addition to design changes, the Ecology and History field surveys were conducted over 5 years ago – these reports require a reevaluation every 5 years.

Task 3: Right of Way Revisions: As the City progresses through the right of way (ROW) acquisition, several changes to the design are needed based on acquisition negotiations, property development, etc. CPL has and will continue to make design revisions based on this process; however, the changes have been more substantial than originally anticipated.

Task 4: Additional Utility Coordination: CPL's original scope consisted of SUE Level C and (2) submissions for utility coordination (1st Submission and 2nd Submission). Throughout the design phase, CPL has made multiple submissions to utility owners, above and beyond the typical two submissions. Due to lack of timely response from utility owners, CPL has had extended efforts to gather information regarding relocations and conflicts. Although this work is necessary to complete the construction documents, our efforts have exceeded what was originally budgeted for this task.

Task 5: PFPR Comments: CPL has addressed the PFPR comments as directed by GDOT in preparation for the FFPR submittal. However, many comments were based on changes to GDOT policies enacted after CPL was under contract for this project. In addition, CPL addressed comments that were unnecessary and/or redundant for a typical GDOT project, the final design phase scope and fee is not established until PFPR comments are received and responded to which would allow contractor the effort required. The level of effort exceeded CPL has historically encountered.

The five tasks total \$274,800.00. ARC has given VOCO approval to cover 80%. (Will show in next update to the Transportation Improvement Program (TIP) Budget). The City Match of 20% will be \$54,960.00

Financial Impact

- Approval of budget amendment for \$54,960.00 in additional funds from Transportation SPLOST are needed.

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

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Increases Opportunities for Travel via Different Modes within and Outside the Community

Attachments

- Contract Amendment Supplement 7
- Current ARC TIP Budget-Project 0016067
- CPL Planning and Engineering Cost Tracker
- Budget Amendment - \$54,960.00

CONTRACT FOR PROFESSIONAL SERVICES
Design Engineering Services

This **CONTRACT Amendment** made and entered into this ____ day of ____, 2025 by and between the **City of Norcross Georgia** (Party of the First Part, hereinafter called the "City"), and, (Party of the Second Part, hereinafter called **Clark Patterson Engineers, Surveyor and Architects, P.C.** the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

The services to be performed under this Contract shall commence upon execution of this Contract. The initial term of this Contract shall be through December 31, 2027. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31, 2027 and each December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

This Contract may be renewed for three (3) additional twelve-month term, upon the same terms and conditions, as provided for in this Contract, unless terminated by the City, by notice to service provider or termination and non-renewal by December 31 of the Contract year. This Contract will terminate on December 31, 2027.

ATTACHMENTS:

The following documents are attached and are specifically incorporated into this Contract by reference:

Exhibit A: General Conditions

Exhibit B: Fees/Rate

Exhibit C: Supplement 7

Scope of Services

Exhibit D: Timeline

Exhibit E: Contractor's Affidavit and Agreement

Exhibit F: Drug Free Workplace

2. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform the services in accordance with the Contract Documents (the "work").

3. PRICE:

As full compensation for the performance of this Contract, the City shall pay the Service Provider for the actual quantity of work performed. The amount shown on Exhibit B is the total obligation of the City pursuant to O.C.G.A section 36-60-13(a)(3). The fees for the work to be performed under this Contract shall be charged to the City in accordance with the lump sum fees and rate schedule shown on Exhibit B. The City agrees to pay the Service Provider following receipt by the City of a detailed invoice, reflecting the actual work performed by the Service Provider.

4. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A---General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the City, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

5. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

6. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon thirty (30) days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

7. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to a lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

8. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

9. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

10. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

12. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnet County, Georgia.

13. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this CONTRACT to be signed, sealed and delivered.

Norcross, GEORGIA

By: _____

Mayor
City of Norcross, Georgia

ATTEST:

City Clerk

[CITY SEAL]

APPROVED AS TO FORM:

w. H. Zorn D.ehl
City Attorney

SERVICE PROVIDER:

Clark Patterson Engineers, Surveyor and Architects, P.C.

BY: Matthew T. Smullen
Signature

Matthew T. Smullen

Print Name

Vice President

Title

ATTEST:

Signature

Eric C. Wies

Print Name

Corporate Secretary

(Seal)

Contract #XXXXXXX

EXHIBIT A**GENERAL CONDITIONS****1. SCOPE OF WORK**

The Contract will be to provide the work to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Services attached hereto as Exhibit "C".

2. REGULATIONS

- 2.1 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

3. INTENTIONALLY OMITTED**4. CONTRACTOR'S PERSONNEL**

- 4.1 The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City, if requested.
- 4.4 The Contractor shall transfer promptly from the City any employee or employees that the City advises are not satisfactory, and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.

- 4.5 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 4.6 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.7 While working on city property all Contractors' employees shall wear neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.8 Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to the work. The initial Project Manager shall be (Brian Miller).
- 4.8.1 The Project Manager shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project.
- 4.8.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.
- 4.8.3 In the event that the designated Project Manager terminates employment with the Contractor, or is requested by the City to be removed from the role of Project Manager (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 4.9 The process by which the implementation partner requests the removal of a team member from the project. If a Contractor replaces a proposed team member, the Contractor shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

6. PERFORMANCE REQUIREMENTS

- 6.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 6.2 The Contractor's personnel shall perform work in compliance with all Federal, State, and City of Norcross regulations.
- 6.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- 6.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.

7. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each work day, the Service Provider shall remove daily all waste materials and debris from, and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

8. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Service Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

9. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES

- 9.1 The City shall pay the Contractor, subject to any authorized deductions, the applicable lump sum prices set forth for each service authorized by the City in Exhibit B Fees/Rates, and actually delivered or performed on a percent complete basis for Design Services and hourly for Construction Administration Services and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.
- 9.2 The Contractor will bill the City monthly for the percentage of work accomplished for that month. The City shall pay the Contractor the price as set forth within 30 days after the City's receipt of the invoice. The Contractor shall only invoice the City for the implementation services that were completed and accepted under the Contract, accompanied by such supporting documentation and other backup material as the City may reasonably require.
- 9.3 The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require.
- 9.4 The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.
- 9.5 The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract for a period of up to twelve (12) months from the date of payment.
- 9.6 The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- 9.7 The Contractor shall submit all invoices to: City of Norcross, GA, Accounts Payable, 65 Lawrenceville St. Norcross, GA 3007.

10. COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable

laws of the United States, the State of Georgia, Gwinnet County, the City of Norcross, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.

- 10.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 10.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02.

11. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the City or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract for a period of twelve (12) months.

12. INDEMNIFICATION AND INSURANCE

- 12.1 Indemnification by The Service Provider. To the fullest extent permitted by law, the Service Provider shall indemnify and hold harmless the City, and the City's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Service Provider or Service Provider's officers, directors, partners, employees, or Consultants.
- 12.2 Indemnification by the City. To the fullest extent permitted by law, the City shall indemnify and hold harmless Service Provider, Service Provider's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the City or the City's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the City with respect to this Contract or to the Project.
- 12.3 Environmental Indemnification. In addition to the indemnity provided under Section 13 of Exhibit A---General Conditions of this Contract, and to the fullest extent permitted by law, the City shall indemnify and hold harmless the Service Provider and its officers, directors, partners, agents, employees, and Consultants from and

against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate the City to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

12.4 Percentage Share of Negligence. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of the City, Service Provider, and all other negligent entities and individuals.

12.5 Mutual Waiver. To the fullest extent permitted by law, the City and Service Provider waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

12.6 Insurance

12.6.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of the Service Provider's performance of the Contract work:

(1) Commercial general liability insurance with coverage of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

13.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance.

12.6.2 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service Provider's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

12.6.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance

must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statute of Limitations has run for the work done on the project.

12.6.4 Health Insurance. Not applicable.

12.6.5 Garage Liability Insurance. Not applicable.

12.6.6 Garage Keeper's Legal Liability Insurance. Not applicable.

12.6.7 Crime Coverage. Not applicable.

12.6.8 Pollution Liability Insurance. Not applicable.

12.6.9 Deductibles. The Service Provider's policies of insurance required by this Section 12.7 may require the Service Provider's payment of a deductible, provided the Service Provider's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Service Provider pay the deductible prior to its insurer's payment of the claim.

12.6.10 Other Insurance Requirements. All insurance policies required by this Section 13.7 shall provide that they are primary insurance with the exception of Professional Liability and Worker's Compensation and Employer's Liability with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions, and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider's execution of the Contract. The Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, an "adverse material change" shall mean any reduction in the limits of the insurer's liability below the minimum limits of insurance required by this Section 13, non-renewal, or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. In the event of an adverse material change, the Service Provider shall, within five (5) days after such adverse material change, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

13. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE

13.1 A surety Bond/Letter of Credit is not required for this Contract.

13.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M.

Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

14. CONTRACT ADJUSTMENTS

- 14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 14.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

15. SUBCONTRACTORS

- 15.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City. The City approves the sub-contractors listed in the Statement of Qualifications.
- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.
- 15.3 In the event that the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

16. DEFAULT AND TERMINATION**16.1 In the event that:**

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service

Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.

17. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

18. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

19. NOTICES

- 19.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.
- 19.2 Unless otherwise stated herein, all notices or other writings which the Contractor is required or permitted to give to the City may be hand delivered to the City Manager, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Norcross, GA
ATTN: City Manager
65 Lawrenceville St.
Norcross, GA 30071

Clark Patterson Engineers, Surveyor and Architects, P.C.
ATTN: Brian Miller, PE
3011 Sutton Gate Drive, Suite 130
Suwanee, GA 30024
678-318-1008

19.3 Either party may change its notice address by written notice to the other given as provided in this section.

20. NONDISCRIMINATION

20.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

20.1.1 Compliance with Regulations. The Service Provider shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

20.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

20.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

20.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Service Provider is in the exclusive possession of another who fails or refuses to furnish this information, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

20.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

21.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

21.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

21.1.6 Incorporation of Provisions. The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

- 21.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

21. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

22. GENERAL PROVISIONS

- 22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions and the Request for best and final offer. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Fees/Rate, (v) the Proposal Forms, and (vi) the Request.
- 22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 22.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, , with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract for a period of twelve (12) months.

- 22.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Gwinnet County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City
- 22.6 The section headings herein are for the convenience of the City and the Service Provider, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 22.8 The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 22.9 In any litigation commenced between the Service Provider, the City, and/or a third party arising out of the Service Provider's operations and activities at the premises or in any action to enforce the terms of this Contract, then the non-prevailing party shall pay all costs and reasonable attorney's fees and other court or legal costs incurred by or imposed upon the prevailing party in connection with such litigation for all trial and appellate proceedings in proportion equal to the percentage liability of the non-prevailing party as ultimately adjudicated using principles of comparative fault. The parties shall give prompt notice to the other party of any claim or suit instituted against it by such third party. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.
- 22.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any current employee of the City.
- 22.11 The Service Provider shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.
- 22.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 22.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.

- 22.14 The Service Provider is an independent Contractor and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 22.15 The Service Provider and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors and which support the amounts reported and/or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from the City be made available in Gwinnet County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof.
- 22.16 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 22.17 There are no third-party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- 22.18 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 22.19 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 22.20 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 22.21 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated

profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

- 22.22 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to the Service Provider or any governmental agency resulting from the purchase by that agency of products and/or services from the Service Provider in connection with this Contract.

* * * * * END OF GENERAL CONDITIONS * * * * *

EXHIBIT B**Fees/Rates****Design Fee: \$274,800.00****Additional Services to be billed hourly at the rates provided below.**Fees:

Task 1: \$26,500

Task 2: \$115,500

Task 3: \$52,900

Task 4: \$37,200

Task 5: \$42,700

Title	Hourly Rate
Principal	\$210 - 270
Project Manager	\$150 -210
Project Architect/Professional Engineer/Planner	\$135 -175
Sr. Architect /Sr. Engineer/Sr. Interior Designer	\$100 -135
Sr. Draftsperson/Jr. Engineer/Jr. Interior Designer	\$70-95
Jr. Draftsperson	\$75
Specification - Word Processor/Analyst	\$65
Clerical	\$65

EXHIBIT C**SCOPE OF SERVICES**

Through the Preliminary Design Phase and the Final Design Phase of the City of Norcross Beaver Ruin Creek Greenway (GDOT PI# 0016067), the scope of the project expanded beyond the original contract scope and its fee assumptions. CPL requests a supplemental fee to cover the following tasks:

Task 1: Signal Design: Based on the location of the proposed greenway, several of the utility poles supporting the existing traffic signals at the intersection of Price Place and Mitchell Road will need to be relocated. In discussions with Gwinnett County Department of Transportation, they are requesting a design of the new poles and equipment replacement.

Scope

1. Prepare traffic signal plans to install new poles, cabinet, signal heads, cable, control equipment, detectors and all conduit and wiring.
2. Determine all required ADA provisions.
3. Revise plan sheets, utility plans and quantities to account for the new signal equipment and poles.
4. Coordination with Gwinnett County DOT and GDOT.

Lump Sum Fee: \$26,500

Task 2: Environmental Services for Final Design: The original environmental documentation including ecology, archaeology, history, air/noise and NEPA reporting was completed in the conceptual phase of the project. Per GDOT, due to changes in the design from concept to final design, these documents will need to be reevaluated. In addition to design changes, the Ecology and History field surveys were conducted over 5 years ago – these reports require a reevaluation every 5 years.

Scope

1. Ecology resource reevaluation including bat survey.
2. Archeology resource reevaluation.
3. History resource reevaluation.
4. Air and Noise resource reevaluation.
5. Reevaluation of Categorical Exclusion (PCE) and Section 4(f) de minimus coordination and reevaluation.
6. Project Management and Administration.

Lump Sum Fee: \$115,500.00

Task 3: Right of Way Revisions: As the City progresses through the right of way (ROW) acquisition, several changes to the design are needed based on acquisition negotiations, property development, etc. CPL has and will continue to make design revisions based on this process; however, the changes have been more substantial than originally anticipated. The following parcels require design revisions to date:

- Parcel 5/6: revise ROW and construction easements, revise drainage design
- Parcel 9: revise design to accommodate development, adjust drainage design, ROW and easements
- Parcel 66: revise drainage design

As we make changes to the design, it reflects in many aspects (ROW plans, utility plans, erosion control, drainage plans and quantity calculations). The fee below reflects our effort to date and anticipated amount to complete the ROW acquisition.

Lump Sum Fee: \$52,900.00

Contract #XXXXXXX

Task 4: Additional Utility Coordination: Our original scope consisted of SUE Level C and (2) submissions for utility coordination (1st Submission and 2nd Submission). Throughout the design phase, CPL has made multiple submissions to utility owners, above and beyond the typical two submissions. Due to lack of timely response from utility owners, CPL has had extended efforts to gather information regarding relocations and conflicts. Although this work is necessary to complete the construction documents, our efforts have exceeded what was originally budgeted for this task.

GDOT district utilities has also requested detailed information for utility cost estimates. Most of the information they've requested was for non-reimbursable expenses. Since non-reimbursable utility costs are not part of the project responsibility, we don't typically provide the cost information. All of which has resulted in additional effort for which we are asking for additional fees.

Lump Sum Fee: \$37,200.00

Task 5: PFPR Comments: CPL has addressed the PFPR comments as directed by GDOT in preparation for the FFPR submittal. However, many comments were based on changes to GDOT policies enacted after CPL was under contract for this project. In addition, we addressed comments that were unnecessary and/or redundant. For a typical GDOT project, the final design phase scope and fee is not established until PFPR comments are received and responded to which would allow us to understand the effort required. Although we do expect a reasonable amount of feedback from stakeholders as part of the preliminary design phase, the level of effort exceeded what we have historically encountered. These following drawings series were most impacted by this effort:

- Plan Sheets (13 series)
- Drainage design and drawings (22 series)
- Bridge Plans (35 series)
- Erosion Control Plans (54 series)

Lump Sum Fee: \$42,700.00

EXHIBIT D

TIMELINE

To be developed later with input by both Parties

EXHIBIT "E"

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT



E-Verify Contractor Affidavit
O.C.G.A. § 13-10-91 (b)(1)

Physical performance of services: Contracts with the City involving both physical labor and any services over \$2499.99 in value.

Contractors must be registered with and use the E-Verify program. If you have not registered, you can find the information at www.uscis.gov (click on E-verify Homepage, see start here directions.)

It is the responsibility of the Contractor to submit additional E-Verify Affidavits on every Sub-Contractor for this project.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Norcross has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Project Name: _____ Date of Project: _____

Legal Name of Contractor: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Federal Work Authorization User Identification Number (E-Verify Number): _____ (4-6 digit numeric #)

Date of Authorization: _____ **EXEMPT: YES OR NO**

****If a contractor has no employees and does not hire or intend to hire they may satisfy the law by submission of (State DL or State ID) Drivers' License Number: _____***

I hereby declare under penalty of perjury that the foregoing is true and correct

Signature of Authorized Officer/Agent _____ Date _____ Printed Name and Title of Authorized Officer/Agent _____

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Executed in _____ (City) _____ (State)

NOTARY PUBLIC Signature _____

My Commission Expires _____

65 Lawrenceville St. Norcross, GA 30071 [P] 770.448.2122 [F] 770.448.5945 www.norcrossga.net

EXHIBIT F
DRUG FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with _____ (Contractor),
_____ (Subcontractor) certifies to the Contractor that a drug free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Company Name

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Date

Contract #XXXXXXX

GW-412	NORCROSS LCI GREENWAY - PRIORITY ONE NETWORK SEGMENTS	
0016067		
TIP / 24Q4		

Jurisdiction	Gwinnett
Sponsor	City of Norcross
Service Type	Sidepaths and Trails

Existing	Planned	Length (mi.)	Network Year
		1	N/A
Analysis	Exempt from Air Quality Analysis (40 CFR 93)		LCI ☒ Flex ☐

	Fund Type	Year	Status	Federal	State	Local	Bonds	Total
PE	Surface Transportation Block Grant (STBG) Program - Urban (>	2019	Authorized	\$720,000	\$0	\$180,000	\$0	\$900,000
PE	Surface Transportation Block Grant (STBG) Program - Urban (>	2023	Authorized	\$21,000	\$0	\$5,250	\$0	\$26,250
ROW	Surface Transportation Block Grant (STBG) Program - Urban (>	2024	Authorized	\$2,784,000	\$0	\$696,000	\$0	\$3,480,000
ROW	Carbon Reduction Program - Urbanized Areas With Population	2024	Authorized	\$800,000	\$0	\$200,000	\$0	\$1,000,000
CST	Surface Transportation Block Grant (STBG) Program - Urban (>	2026	Authorized	\$6,428,020	\$0	\$1,607,005	\$0	\$8,035,025
UTL	Surface Transportation Block Grant (STBG) Program - Urban (>	2026	Authorized	\$637,056	\$0	\$159,264	\$0	\$796,320
UTL	Local Jurisdiction/Municipality Funds	2026	Authorized	\$0	\$0	\$20,775	\$0	\$20,775
CST	Local Jurisdiction/Municipality Funds	2026	Authorized	\$0	\$0	\$482,062	\$0	\$482,062
				\$11,390,076	\$0	\$3,350,356	\$0	\$14,740,432

CPL P&E Costs-Norcross Beaver Ruin Greenway

						City SPLOST paid to date
Category	Budget Est	Paid	ARC Budget	City Match	Reimbursed	
Original Contract Amount	\$475,000.00					
Sup 1	\$368,276.00					
Sup 2	\$51,250.00					
Sup 3	\$0.00					
Sup 4	\$5,900.00					
Sup 5	\$0.00					
Sup 6	\$0.00					
Total	\$926,250.00	\$807,684.00	\$741,000.00	\$185,250.00	\$683,942.87	\$123,741.13
Sup 7	\$274,800.00					
New budget Total	\$1,201,050.00					
Shortfall from budget			\$274,800.00			
			\$219,840.00	\$54,960.00		
			\$960,840.00	\$240,210.00	New Total budget	

Finance Department Budget Adjustment Entry

Purpose:	Item #25-7295: Budget amendments: Norcross Beaver Ruin Greenway Contract amendments for P&E
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Effective Date:	5/5/2025
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Description	Account Number	Increase	Decrease
2017 SPLOST, Recreation	350-5.4220.541434	54,960	
2017 SPLOST, Fund Balance-Unreserved	350-134200		54,960
	Totals	54,960	54,960

This budget amendment has a net zero impact to budget.



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

City of Norcross

Legislation Details (With Details)

File #:	25-7299	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	5/5/2025 6:30 PM	In Control:	Mayor and Council
Title:	IGA with Gwinnett County Board of Voter Registration and Elections for Use of Election Equipment		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - IGA with Gwinnett County Board of Voter Registration and Elections for Use of Election Equipment](#)
2. [2025 Equipment Agreement with Gwinnett County Elections](#)

Title

IGA with Gwinnett County Board of Voter Registration and Elections for Use of Election Equipment

Drafter

Monique Philip

Motion

A motion to Approve/Deny an Intergovernmental Agreement with the Gwinnett County Board of Registrations and Elections to authorize the loaning of election equipment to conduct the 2025 Municipal Elections.



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

AGENDA REPORT

To: Mayor and Council

From: Monique Philip, City Clerk

Meeting Date: May 5, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7299

Title: IGA with Gwinnett County Board of Voter Registration and Elections
 Authorizing the Loaning of Election Equipment

CC: Eric Johnson, City Manager

Recommendation

Approve an IGA with the Gwinnett County Board of Registrations and Elections authorizing the loaning of Optical Scanners to conduct the 2025 Municipal Elections.

Background

The city has received an Intergovernmental Agreement (IGA) from the Gwinnett County Board of Voter Registrations and Elections, which outlines the duties and obligations of each party and authorizes the use of election equipment.

Traditionally, municipalities were limited to using optical scanners and paper ballots for elections. However, for the first time this year, the County is offering municipalities the option to use Ballot Marking Devices (BMDs) in addition to Optical Scanners.

Ballot Marking Devices (BMDs) are electronic machines that assist voters in marking their ballots. These devices provide an electronic interface where voters can make their selections, and the device then generates a paper ballot that reflects their choices. The marked paper ballots are subsequently scanned and processed by Optical Scanners for vote counting. BMDs offer several advantages, including improved accessibility for voters with disabilities (e.g., through features like audio assistance, adjustable font sizes, and tactile feedback) and reduced human error during voting.

Given this new option, the City Clerk's Department seeks guidance from the Mayor and Council on whether to continue using paper ballots with Optical Scanners or incorporate Ballot Marking Devices alongside Optical Scanners in the upcoming municipal elections.

Financial Impact

The city will budget and bear all costs to conduct the municipal elections. Therefore, there are no costs associated with this agreement.

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

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

Attachments

2025 Equipment Agreement with Gwinnett County Elections

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT BETWEEN THE CITY OF _____ AND THE GWINNETT COUNTY
BOARD OF VOTER REGISTRATIONS AND ELECTIONS FOR USE OF ELECTION
EQUIPMENT

THIS AGREEMENT entered into between the City of _____, Georgia, a Municipal Corporation, lying within the County of Gwinnett, Georgia, hereinafter referred to as "City" and the Gwinnett County Board of Registrations and Elections, hereinafter referred to as "Board."

WITNESSETH

WHEREAS, the Georgia General Assembly created the Gwinnett County Board of Registrations and Elections having jurisdiction over the conduct of primaries and elections (1988 Ga. Laws, p. 4296, as amended), and provided that the Board was empowered with all the powers and duties relating to the conduct of elections and registration of voters as election superintendent and board of registrars pursuant to the provisions of Title 21 of the Official Code of Georgia; and

WHEREAS, pursuant to 1988 Ga. Laws, p. 4296, as amended, the Board has the authority to contract with any municipal corporation located within Gwinnett County for the holding by the Board of any primary or election to be conducted within the municipal corporation; and

WHEREAS, O.C.G.A. § 21-2-300(e)(1) authorizes the loaning of election equipment to municipalities without a fee; and

WHEREAS, the City and the Board, in the performance of their electoral functions, desire to enter into this contract outlining the duties and obligations of each party to this Agreement in the conduct of any 2025 Municipal Elections for the citizens of the City (hereinafter referred to as the "City Election") as hereinafter described; and

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows:

(1) Conduct of City Election

This Agreement shall govern the use of the Board's Election Equipment by the City for the Election in the City of _____. It is the intent of the parties that the use of the Election Equipment in conduct of the City Election shall be in compliance with all applicable federal, state and local legal requirements.

(2) Term of Agreement

The duties and obligations to be performed pursuant to this Agreement shall commence on _____, 2025 and end on December 31, 2025.

(3) Duties and Responsibilities

As used in this subsection the term "City" shall be construed to include the City's designee, agent, or authorized representative. The term "Board" shall be construed to include the Board's designee, agent, or authorized representative.

(a) City

1. The City will be responsible for ordering any and all ballots from its vendor.
2. The City will be responsible for contracting with State approved vendors for programming election equipment and creating Absentee by mail ballots, Provisional voting ballots, Challenge voting ballots and Election Day voting and Advance in person voting.
3. The City will be responsible for obtaining all material forms for the conduct of the election from the Secretary of State's Election Division.
4. The City will be responsible for complying with any and all bilingual election requirements in accordance § 203 of the Voting Rights Act including but not limited to translation and dissemination of election-related materials, Spanish language assistance, and appropriate election/poll official training.
5. The City shall provide the Board with a written request indicating specifically the number of Ballot Marking Devices (hereinafter referred to as BMDs), if any, that the City needs to borrow, as soon as possible, but no less than 60 days prior to election date.
6. The City shall provide the Board with a written request indicating specifically the number of Optical Scanners (hereinafter referred to as "OS Units") for use in scanning and tabulation of absentee, challenge, advance in person and provisionally voted ballots.
7. The City may use a Ballot Marking Device for ballot marking purposes.
8. The City may use printers to print ballots created by the Ballot Marking Device.
9. The City may use optical scanners to scan the printed ballot generated from the printer and created by the Ballot Marking Device
10. The City will be responsible for purchasing specialized security ballot paper from state approved vendor, if BMDs are used for ballot marking purposes.
11. The City will be responsible for and will conduct its own Logic and Accuracy Testing on all equipment.
12. The City will be responsible for hiring and training its own poll officials.
13. The City will be responsible for any training of its staff.
14. The City will be responsible for conducting all aspects of the City Election.
15. The City will be responsible for certifying its own election results.

(b) Board and/or Elections Supervisor

1. The Board shall provide the City with an Electors List.
2. The Board shall provide the City with the specified number of BMD's and/or ICP units and peripheral items as requested.

(c) The Board and the City agree that designated staff shall discuss and schedule dates and times for the City to pick-up the requested equipment. The Board and the City further agree that staff shall set mutually agreeable date and time for the City will return the requested equipment to the Board.

(4) Costs

Any and all costs associated with the conduct of the City Election shall be the responsibility of the City.

(5) Legal Responsibilities

To the extent permitted under Georgia Law, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to the City Election. In the event that any of the equipment and/or components become damaged, corrupted, or no longer usable due to the City's use of such equipment and/or components, the City agrees that it will reimburse the County's replacement costs.

(6) Miscellaneous

- (a) The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.
- (b) This Agreement shall be construed under the laws of the State of Georgia.
- (c) If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid.
- (d) Any notice of communications hereunder shall be in writing, addressed as follows:

City: _____

Board: Grayson Davis, Assistant Elections Supervisor
 455 Grayson Highway Suite 200
 Lawrenceville, GA 30046
 Grayson.Davis@GwinnettCounty.com

- (e) This Agreement shall be exclusively for the benefit of the City and the Board and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- (f) The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of an Uncontrollable Circumstance, which shall be defined as follows: Any act, event, or condition, or any combination thereof, that is beyond the reasonable control of the party relying on the same and that materially interferes with the performance of the party's obligations, to include, but not be limited to, (i) acts of God; (ii) fire, flood, hurricane, tornado, and earthquakes; (iii) the failure of any utility provider to provide and maintain utility services through no fault of the party; and (iv) the preemption, confiscation, diversion, destruction, or other interference in possession or performance or supply of materials or services, by or on behalf of, or with the authority of, a governmental body in connection with a declared or asserted public emergency by an entity other than one of the parties; (v) the calling of a special election in Gwinnett County pursuant to O.C.G.A. § 21-2-540 which requires the Board to conduct such special election and use the election equipment for its own purposes thereby rendering said equipment unavailable to fulfill the contractual obligations set forth in this Agreement.
- (g) Each of the individuals who execute this Agreement agrees and represents that he or she is authorized to execute this Agreement on behalf of the respective party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this ____ day of _____, 2025.

City of _____:

By: _____, Mayor

Attest:

City Clerk, Seal

Gwinnett County Board of Registrations and Elections:

By: David Hancock, Chairman

Attest:

Zach Manifold, Elections Supervisor

Seal