City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

Meeting Agenda

Monday, June 3, 2024

6:30 PM

Council Chambers

Mayor and Council

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

A. Call to Order by Mayor Craig Newton

PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES

B. Invocation

C. Pledge of Allegiance to the Flag of the United States of America

D. Roll Call (recorded)

E. Presentation of previous meetings minutes for acceptance

1. **24-7022** **Approval of Previous Meeting Minutes**

Mayor and Council - Regular Meeting - May 6, 2024, 6:30 PM

Policy Work Session - Policy Work Session - May 20, 2024, 6:30 PM

F. Set Agenda as Presented for Scheduled Meeting

1. **24-7023** **Acceptance of the Agenda & Approval of Consent Agenda**

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies

1. **24-7025** **Target Industries Analysis Presentation**

KB Advisory Group, along with the Metts Group, are presenting the updated Target Industry Analysis for the City of Norcross. The consultant team will share the new target industries, real estate analytics, demographic influences, and best practices moving forward.

Norcross Target Industries Final Presentation

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

a. Comments by Citizens

b. Comments by Council

c. Comments by City Manager

A request to add the following item from the floor:

2014 SPLOST Change Order No. 2 Agreement

PH. Public Hearings

1. **24-6992** **RZ2024-003 717 S Peachtree St**

Approve the rezoning from R100 (Single Family Residential) to OI (Office Institutional) at 717 S Peachtree St, The Jain Society of Greater Atlanta.

Agenda Report - RZ2024-003 - 717 S Peachtree St, The Jain Society of Greater Atlanta

Staff Report RZ2024-003 Jain Society

RZ2024-003 Rezoning Application

Draft Ordinance - RZ2024-003

J. Reports of the Mayor and Councilmembers

a. General Announcements

JUNE CALENDAR OF EVENTS

Summer Concert Series: American Flyers
Friday, June 7 | 7:30 - 9:30 p.m. | Thrasher Park

Movie Monday: Wonka
Monday, June 10 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Coffee With Council
Saturday, June 15 | 8:00 a.m. | 45 South Cafe

Bluesberry Beer & Music Festival
Saturday, June 15 | 3:00 - 10:00 p.m. | Betty Mauldin Park

Policy Work Session
Monday, June 17 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Juneteenth Observance
Wednesday, June 19 | Sanitation & Recycling Will Operate As Normal

Juneteenth Celebration
Wednesday, June 19 | 10:00 - 10:50 a.m. | Cultural Arts & Community Center

Summer Concert Series: Still Swingin'
Friday, June 21 | 7:30 - 9:30 p.m. | Thrasher Park

Jazz In The Alley: Justin Ruff, Adrienne Woods & The Headliner Band
Saturday, June 22 | 7:30 - 9:30 p.m. | Betty Mauldin Park

Movie Monday: Arthur The King
Monday, June 24 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

K. Board Appointments

There are no Board, Commission, or Authority appointments/re-appointments for Mayor and Council to consider at this time.

L. Consent Agenda

1. **24-6999**

Selection of Construction Manager at Risk (CMR) / General Contractor (CM/GC) for the City of Norcross Public Safety Building

Approve Reeves Young as our Construction Manager at Risk (CMR) / General Contractor (CM/GC) for the Public Safety Building project and the attached contract with Reeves Young for those services.

Agenda Report - Selection of Construction Manager at Risk (CMR) / General Contractor (CM/GC) for the City of Norcross Public Safety Building

2. **24-7000**

Purchase of Solacom Unit for 3Rd Dispatch Call Taking Station

Approve the purchase of a new Solacom phone system from AT&T and a budget amendment that reflects both this unbudgeted purchase as well as the post-purchase reimbursement from Gwinnett County 911.

Agenda Report - Purchase of Solacom Unit for 3rd Dispatch Call Taking Station

Quote from AT&T for one (1) Solacom Phone System

Budget Amendment

3. **24-6998**

Modification of Lionheart Management Agreement to Facilitate Added Rental Of Space in the Community Center

Modify the Management Agreement between the City of Norcross and Lionheart Theatre Company, Inc. (LIONHEART) to accommodate a request for meeting space in a room on the ground floor of the Community Center at an additional cost to LIONHEART of $250 per month.

Agenda Report - Modification of Lionheart Management Agreement to Facilitate Added Rental of Space in the Community Center

Management Agreement between the City of Norcross, Georgia and Lionheart Theatre Company, Inc.

Lionheart Request for Space Letter

4. **24-7001**

Centro Norcross Mural Installation

Approve the painting of a mural on the Clean Wave Laundry wall in the Centro Norcross Plaza located at 5720 Buford Highway.

Agenda Report - Centro Norcross Mural Installation

Mural Proposal 1

Mural Proposal 2 - Recommended Mural

Upper Westside Murals Website

5. **24-7002**

Award of Contract for Replacement of Pergola Structures

Approve contract between the City of Norcross and CGS, LLC. For replacement of pergola structures at Lillian Webb Park at a cost of $38,329.21.

Agenda Report - Award of Contract for Replacement of Pergola Structures

RFP PWUP 24-04 - Replacement of Pergola Structures

Responsive Proposals

Evaluation Worksheet

DRAFT Contractual Agreement between CGS, LLC and the City of Norcross

6. **24-7003**

Award of Contracts for On-Call Professional Engineering & Design Services

Approve contract for several firms to provide a number of on-call professional engineering & design services.

Agenda Report - Award of Contracts for On-Call Professional Engineering & Design Services

RFQ PWUP 24-02 - On-Call Professional Engineering & Design Services

Responsive Proposals

Evaluation Worksheet & On-Call List

DRAFT Contract

7. **24-7004**

Pinnacle Park Dredging

Approval of agreement to receive funds from Agellan Capital Management to remove sediment and authorize Invitation to Bid (ITB) release.

Agenda Report - Pinnacle Park Dredging

Agreement between Agellan Capital Management and the City of Norcross

Photo - Pinnacle Park Remediation Area

Aquatic South Dredging Estimate

CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020

Budget Amendment Stormwater

8. **24-7005**

Boards, Commissions, and Authorities (BCA) Manual Updates

Approve the proposed updates to the City of Norcross' Boards, Commissions, and Authorities (BCAs) policies and procedures manual.

Agenda Report - BCA Manual Updates

BCA Manual - Redlined

BCA Manual - Updated May 2024 - DRAFT

BCA Manual Revision Tracker

9. **24-7009** **Sidewalk Safety - Bicycles**

Discussion on sidewalk safety with respect to bicycles, especially electric bikes.

Agenda Report - Sidewalk Safety - Bicycles

Bicycle Riding on Sidewalks Ordinance

M. Items for Discussion

N. Adjourn in memory of

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

P. Signed by_____ Mayor Craig Newton

Q. Attest:_____ Monique Philip, City Clerk

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

City of Norcross

Legislation Details (With Details)

File #:	24-7022	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/3/2024 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 May 6th Regular Council Meeting Minutes and the May 20th Policy Work Session and Executive Session.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

NORCROSS
a place to imagine

Meeting Minutes

Monday, May 6, 2024

6:30 PM

Council Chambers

Mayor and Council

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

A. Call to Order by Mayor Craig Newton

B. Invocation

C. Pledge of Allegiance to the Flag of the United States of America

D. Roll Call (recorded)

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

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

E. Presentation of previous meeting minutes for acceptance

24-6996: Approval of Previous Meeting Minutes

Motion

A motion to Approve the April 1st Regular Council Meeting Minutes and the April 15th Policy Work Session and Executive Session Minutes.

Mayor and Council - Regular Meeting - Apr 1, 2024, 6:30 PM

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

Policy Work Session - Policy Work Session - Apr 15, 2024, 6:30 PM

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

F. Set agenda as presented for scheduled meeting.

1. 24-6995: Acceptance of the Agenda and Approval of the Consent Agenda

A motion to accept the agenda and Approve the Consent Agenda with **the following items being moved to discussion:**

24-6970: ADA Ramp at Norcross Gallery and Studios

24-6953: Training and Travel Expenses Policy

24-6974: Consolidation of Community Development and Planning and Economic Development Departments

24-6980: Addition of Three Traffic Officers

24-6978: Mixed Use Development Standards

Motion A motion to add the following items from the floor:

24-6997: PI 00160067 - Norcross Greenway Reimbursable Contract for Acquisition of Right-Of-Way (ROW) with GDOT

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

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies

a. 24-6994: Proclamation Recognizing Professional Municipal Clerks Week

RESULT:	**PRESENTED BY MAYOR NEWTON**

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

a. Comments by Citizens

Anne Hall - Invitation to the 2nd Annual Reflections Exhibitions at the Rectory on Saturday, May 11, 2024.

Faye McFarland - comments regarding excessive cars parked in the driveways and the need for Code Enforcement intervention. Comments about the implementation of Senior Citizen Tax Exemption benefits

Kathleen Allen - comments regarding excessive cars parked in the driveways and the need for Code Enforcement intervention.

Joe Beech - comments regarding the lack of provisions for loading and unloading motor homes in the city's code and the need for consistency in violations issued by Code Enforcement

Lynne Ward - comments regarding the need for consistency in violations issued by Code Enforcement

Jim Eyre - comments regarding a sponsored event for the local Downtown Business Association, held in conjunction with the UGA Small Business, make Pinnacle Forest Preserve an active property for the community, specifically regarding the pond and the importance of maintaining the separation of the Community Development and Economic Development departments.

b. Comments by Council

c. Comments by City Manager

* PI 00160067 – Norcross Greenway-LCI - Reimbursable Contract for Acquisition of Right-of-Way (ROW) with GDOT

PH. Public Hearings

PH. 24-6919: SUP2023-005 - Towing Service and Impound Lot

Motion

A motion to deny Special Use Permit SUP2023-005.

Minutes Acceptance: Minutes of May 6, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)

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

PH. 24-6958: RZ2024-002 - 3385 Medlock Bridge Rd

Motion

A motion to Approve, with conditions, the rezoning from R100 (Single Family Residential) to PRD (Planned Residential Development) at 3385 Medlock Bridge Rd, with the addition of the fifth condition:

1. To restrict the use of the property for single-family townhomes.

2. The site shall be developed in accordance with the general conformity to the site plan as submitted.

3. Within the landscape buffer of the sides and rear of the property the applicant is required to install enhanced landscape strips, with no more than 30 percent of trees to be of one species.

4. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with all design standards or UDO code sections not addressed in the staff report.

5. Subject property to be built to fee-simple Town Home standards, including firewalls and individual meters for utilities.

RESULT:	**APPROVED WITH CONDITIONS [UNANIMOUS]**
MOVER:	Josh Bare, Councilmember
SECONDER:	Andrew Hixson, Councilmember
AYES:	Gaynor, Hixson, Bare, Myers, Cheek

PH. 24-6957: RZ2024-001 - 3391 & 3395 Medlock Bridge Rd

Motion

A motion to Approve the rezoning from R100 (Single Family Residential) to C-1 (Neighborhood Commercial) at 3391 & 3395 Medlock Bridge Rd with the following conditions:

1. To restrict the use of the property to the proposed use as a daycare.
2. The site shall be developed in accordance with the general conformity to the site plan as submitted.
3. The site plan will address ingress and egress of traffic in conjunction with the traffic associated with the townhome development.
4. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with all design standards or UDO code sections not addressed in the staff report.

Minutes Acceptance: Minutes of May 6, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)

RESULT:	**APPROVED WITH CONDITIONS [UNANIMOUS]**
MOVER:	Marshall Cheek, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Gaynor, Hixson, Bare, Myers, Cheek

J. Reports of the Mayor and Councilmembers

a. General Announcements

MAY CALENDAR OF EVENTS

Norcross Bike Rodeo
Saturday, May 11 | 9:00 a.m. - 12:00 p.m. | Summerour Middle School Parking Lot

Movie Monday: About My Father
Monday, May 13 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Coffee With Council
Saturday, May 18 | 8:00 a.m. | 45 South Cafe

Policy Work Session
Monday, May 20 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Summer Concert Series: The Platinum Band
Friday, May 24 |7:30 - 9:30 p.m. | Thrasher Park

City Hall Closed For Memorial Day
Monday, May 27 | Sanitation & Recycling Services Will Be Delayed

Memorial Day Remembrance
Monday, May 27 | 11:30 a.m. - 1:00 p.m. | Thrasher Park

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

K. Board Appointments

There are no Board, Commission, or Authority appointments/re-appointments for Mayor and Council to consider at this time.

L. Consent Agenda

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

1. 24-6969: Revised Contractual Agreement with United Futbol Academy

Motion

A motion to Approve a revised contractual agreement between the City of Norcross and United Futbo Academy.

2. 24-6972: Pinnacle Forest Preserve and Fickling Pond Forest Preserve

Motion

A motion to Approve Pinnacle Forest Preserve and Fickling Pond Forest Preserve to be designated as “Forest Preserves.”

Minutes Acceptance: Minutes of May 6, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)

3. **24-6971: State of Georgia Law Enforcement Certification Program Contract Renewal**

Motion

A motion to Approve the renewal of a contract for the State of Georgia Law Enforcement Certification Program, to be executed by the Mayor.

M. Items for Discussion

1. **24-6970: ADA Ramp at Norcross Gallery and Studios**

Motion

A motion to Approve the demo and replacement of the current ADA ramp for wheelchair users at the Norcross Gallery located at 116 Carlyle St NW, at the cost of $19,897.50**,** funded by the Capital project fund established for H V A C units.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Mayor Pro Tem
AYES:	Gaynor, Hixson, Bare, Myers, Cheek

2. **24-6953: Training and Travel Expenses Policy**

Motion

A motion to Approve an amendment to the City of Norcross Financial Management Policies, Part II, Section IV, as presented in the document entitled “Proposed Training and Travel Expenses Policy.”

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Mayor Pro Tem
AYES:	Gaynor, Hixson, Bare, Myers, Cheek

3. **24-6974: Consolidation of Community Development and Planning and Economic Development Departments**

Motion

A motion to table this item indefinitely.

RESULT:	**TABLED INDEFINITELY [UNANIMOUS]**
MOVER:	Bruce Gaynor, Mayor Pro Tem
SECONDER:	Matt Myers, Councilmember
AYES:	Gaynor, Hixson, Bare, Myers, Cheek

4. **24-6980: Addition of Three Traffic Officers**

Motion

a motion to authorize the addition of three traffic officers.

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

5. **24-6997: PI 00160067 - Norcross Greenway-LCI - Reimbursable Contract for Acquisition of Right-Of-Way (ROW) with GDOT**

Motion

A motion to approve the attached funding agreement with GDOT for the reimbursement of right-of-way acquisition costs in the amount of Three Million Four Hundred Eighty Thousand DOLLARS and No Cents ($3,480,000.00).

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Mayor Pro Tem
AYES:	Gaynor, Hixson, Bare, Myers, Cheek

6. **24-6978: Mixed Use Development Standards**

RESULT:	**FAILED SENT TO [2 TO 3]**
	Next: 5/20/2024 6:30 PM
TO:	Policy Work Session
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Andrew Hixson, Marshall Cheek
NAYS:	Bruce Gaynor, Josh Bare, Matt Myers
RESULT:	**TABLED SENT TO [4 TO 1]**
	Next: 6/17/2024 6:30 PM
TO:	Policy Work Session
MOVER:	Matt Myers, Councilmember
SECONDER:	Josh Bare, Councilmember
AYES:	Bruce Gaynor, Andrew Hixson, Josh Bare, Matt Myers
NAYS:	Marshall Cheek

N. Adjourn in memory of

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

Councilmember Bare motioned to adjourn the meeting, seconded by Mayor Pro Tem Gaynor, and the vote was unanimous. The meeting was closed at 8:14 PM.

Signed by _____ **Mayor Craig Newton**

Attest _____ **Monique Philip, City Clerk**

Minutes Acceptance: Minutes of May 6, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

Meeting Minutes

Monday, May 20, 2024

6:30 PM

2nd Floor Conference Room

Policy Work Session

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

A. Roll Call (recorded)

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

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

B. Citizen Input

C. Board Updates

* Architectural Review Board Update - Chair Jeff Hopper

* Planning & Zoning - Chair Jim Poteete (POSTPONED)

D. General Updates

* Update on progress to acquire the Historic Library - Mayor Pro Tem Bruce Gaynor

E. Council - General Discussion

F. City Manager's Report

G. Board Appointments

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

Norcross Public Arts Commission (POSTPONED)

H. Items for Discussion

1. 24-6999: Public Safety Building – Selection of Construction Manager / General Contractor Firm

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/3/2024 6:30 PM**
TO:	Mayor and Council

2. 24-7000: Purchase of Solacom Unit for 3Rd Dispatch Call Taking Station

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/3/2024 6:30 PM**
TO:	Mayor and Council

Minutes Acceptance: Minutes of May 20, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)

3. **24-6998: Modification of Lionheart Management Agreement to Facilitate Added Rental Of Space in the Community Center**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/3/2024 6:30 PM**
TO:	Mayor and Council

4. **24-7001: Centro Norcross Mural Installation**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/3/2024 6:30 PM**
TO:	Mayor and Council

5. **24-6992: RZ2024-003 717 S Peachtree St**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/3/2024 6:30 PM**
TO:	Mayor and Council

6. **24-7002: Award of Contract for Replacement of Pergola Structures**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/3/2024 6:30 PM**
TO:	Mayor and Council

7. **24-7003: Award of Contracts for On-Call Professional Engineering & Design Services**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/3/2024 6:30 PM**
TO:	Mayor and Council

8. **24-7004: Pinnacle Park Dredging**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/3/2024 6:30 PM**
TO:	Mayor and Council

9. **24-6976: Mayor and Council Individual Travel Allocations**

RESULT:	**THIS MATTER WAS REFERRED TO BUDGET MEETING: DATE TBD**

10. **24-7005: Boards, Commissions, and Authorities (BCA) Manual Updates**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/3/2024 6:30 PM**
TO:	Mayor and Council

11. **24-6975: Compliance with Agenda Publications**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/17/2024 6:30 PM**
TO:	Policy Work Session

12. **24-7006: Underground Electric in Downtown**

RESULT:	**THIS MATTER WAS REFERRED TO STAFF**

13. **24-7007: Recreational Vehicle (RV) and Commercial Vehicle Parking**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/17/2024 6:30 PM**
TO:	Policy Work Session

14. **24-7009: Sidewalk Safety - Bicycles**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/3/2024 6:30 PM**
TO:	Mayor and Council

15. **24-7010: City Manager Goals & Objectives**

RESULT:	**THIS MATTER WAS REFERRED TO BUDGET MEETING: DATE TBD**

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

The meeting was adjourned to Executive Session for Real Estate at 9:40 PM with a motion to adjourn made by Councilmember Myers, seconded by Councilmember Cheek.

J. Signed by: _____ Mayor Craig Newton

K. Attest: _____ Monique Philip, City Clerk

Minutes Acceptance: Minutes of May 20, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)

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

City of Norcross

Legislation Details (With Details)

File #:	24-7023	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/3/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Acceptance of the Agenda & Approval of Consent Agenda		
Sponsors:			
Code Sections:			

Title
Acceptance of the Agenda & Approval of Consent Agenda

Motion
A motion to Accept the Agenda & Approve the Consent Agenda

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

City of Norcross

Legislation Details (With Details)

File #:	24-7025	**Version:**	
Type #:	Agenda Item	**Status:**	
On Agenda:	6/3/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Target Industries Analysis Presentation		

Sponsors:

Code Sections:

Attachments:

1. Norcross Target Industries Final Presentation

Title
Target Industries Analysis Presentation

Presenters
William Corbin and Will Newton

NORCROSS
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2024 Target Industries Update

KB ADVISORY GROUP

TheMettsGroup
planning commu

Attachment: Norcross Target Industries Final Presentation (24-7025 : Target Industries

Target Industries Update

The City of Norcross has hired KB Advisory Group to assess whether the target industries identified in the 2018 Plan still align with the market conditions and economic ecosystem of post-pandemic Norcross over five years later.

KB | ADVISORY GROUP

Geoff Koski

Tate Davis

Gabrielle Oliverio

TheMettsGroup
planning communities that thrive

Alivia Metts

NORCROSS
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City of Norcross Target Industries

2024 UPDATE

Norcross in the Numbers

Just northeast of the City of Atlanta, the City of Norcross sits at a nexus of connectivity and opp

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high

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Target Industries

Trends in the industry composition, growth, and unique
Norcross Area were paired with qualitative analysis obt
with key Norcross stakeholders to determine the followi
industries:

Advanced Manufacturing

- Bio-pharma & Medical Device Manufacturing
- MRO & Aerospace Suppliers

Professional & Business Servi

- Architectural & Engineering Services
- Software & IT
- Digital Design & Media
- Essential Business Support Services

Wholesale Trade

- Industrial Machinery & Supplies
- Digital Infrastructure Equipment
- Building Materials

SWOT

Based on the various conversations the consultant team had with a number of stakeholders, a basic Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis was conducted to summarize recurring sentiments and themes. These findings were used to help inform the best practices and recommendations.

Strengths are internal trends or conditions that have helped contribute to the economic development successes of Norcross to-date and will likely continue to drive its momentum. Identified strengths included: geographic proximity to Atlanta and the are
top-end perimeter & I-85; repu
commercial uses despite the a
business community; existing

Weaknesses are int
economic develop
included: difficulty
user pool- half a n
commercial real estate due to
and needs among residents a
owners (white/blue collar, lang
focus areas/industries.

Opportunities are exte
to assist in meeting
included: finding wa
filling in the gaps no
to address the "last-mile" supp
ecosystem of nearby sister cit
marketing existing resources t
Entrepreneurship Center.

Threats are external tre
development efforts a
outside of Downtown,
Holcomb Bridge, Peac
destination; limited growth for
commercial displacement for s

Best Practices & Recommendations

Economic development is a team exercise and cannot successfully be done at only one level of governance. The factors that influence and shape the business environment also do not confine themselves to political jurisdictions. As such, the KB team has drafted the following best practices and recommendations to assist the Norcross Economic Development team in shaping their business retention and recruitment opportunities in lieu of these updated targeted industries:

BP 1. Consider an Economic Development Incentive Ordinance Tied to the Target Industries

BP 2. Consider an Economic Development (Strategic) Plan (EDP/ EDSP)

BP 3. Create and Monitor Metrics for Internal Business Development with Industry Software Tools

BP 4. Host a Semi-Annual Working Group of Target Industry Businesses and Attend Any Related Existing Working Groups

BP 5. Create a 'Norcross Pitch Kit'

BP 6. Create a 'Welcome Packet' for New Businesses and Entrepreneurs

BP 7. Create a Recurring Business Climate Survey

BP 8. Explore Extension Opportunities with the Gwinnett County Entrepreneurship Center

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BP 10. Explore an "Upskill" Program for Norcross Residents

BP 11. Work with Local High Schools to Sponsor "Industry" Days

BP 12. Assist in Connecting Both Residents and Businesses to Apprenticeship Programs

KB | ADVISORY GROUP

Economic Profile

WHY IT MATTERS

Household Income

An area's household income is a key metric of both the local workforce and new business opportunities. From a workforce perspective, it can serve as the first indicator of whether residents are working in high-paying jobs. From a business perspective, this metric is often used in location decisions (i.e., would there be enough local spending to support that business?).

Labor Force and Job Mix

Discerning the jobs resident workers have (labor force) versus the jobs that exist within the community can uncover any mismatches between the local workforce and existing jobs. For example, if a large portion of the jobs within the community are in one industry but a small share of the local labor force is employed in that same industry, then that industry may be one to target for workforce initiatives.

Commuting Patterns

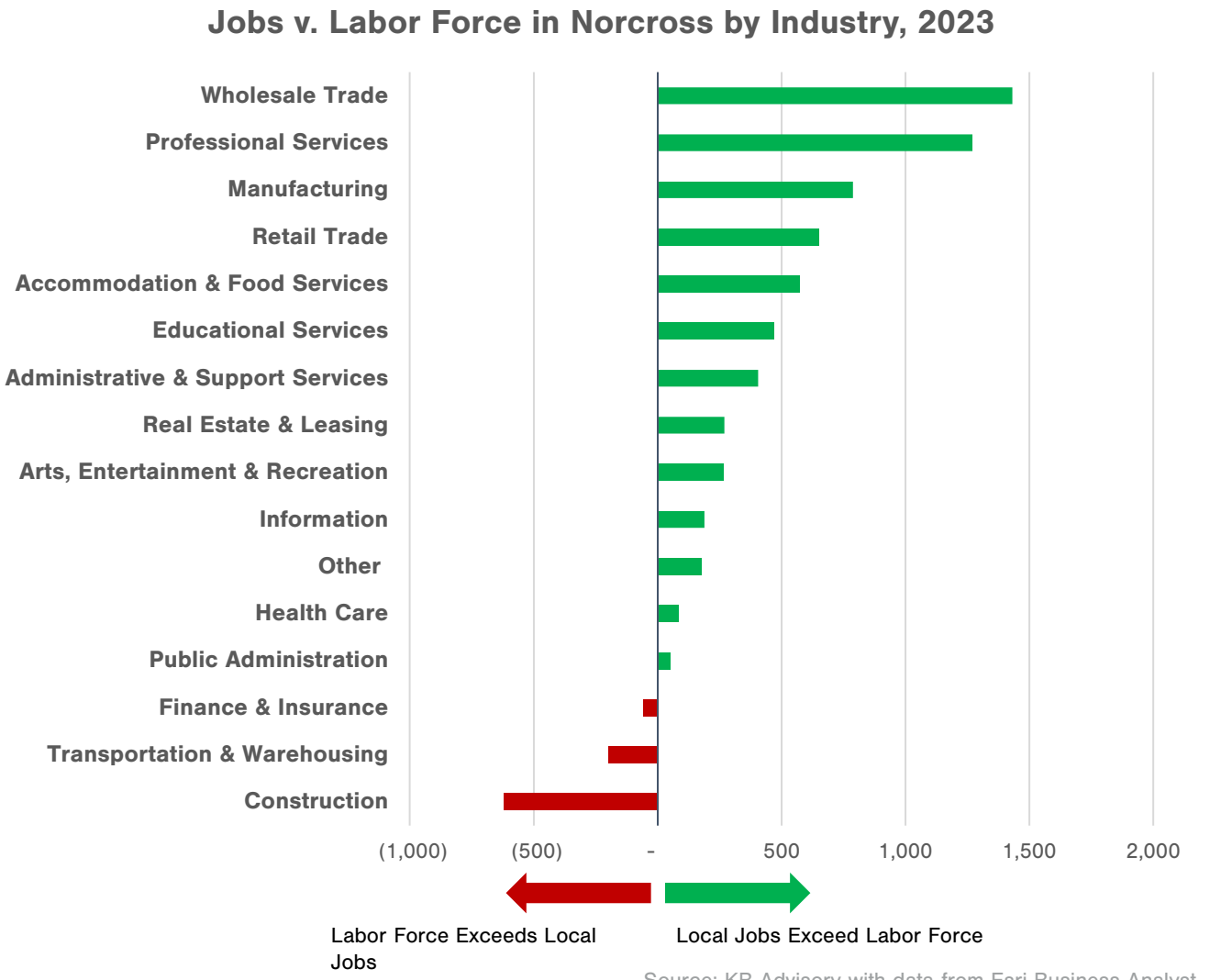
Building on any labor force and job mix mismatches, observing commuting patterns can help determine where resident workers are employed if they leave the city for work. It can also show in which local industries workers are being "imported". If a community has many in-commuters, this may be due to the land use mix between residential and commercial or a particular industry may be serving as a regional hub.

Job v. Labor Force

With the number of jobs exceeding the total labor force, Norcross employers have to “import” workers from outside the geographic city limits.

This reflects several factors including:

- Overall labor force participation of 75%
- Share of typical non-working populations (those under 17 and those 65+) representing 37% of the city’s population
- Low labor force participation among those aged between 18 and 24 (another 10% of the city’s population)



Source: KB Advisory with data from Esri Business Analyst

KB ADVISORY GROUP

Demographic Profile

WHY IT MATTERS

Population & Households

Future economic growth is partially dependent on the ability of the city to add new residents and households. If so, this creates a larger tax base that can help fund new projects and improvements for the city. This can also serve as a larger client base for the existing businesses and support the creation of new ones.

Demographic Composition

Understanding the demographic composition of a place can provide insights into the different needs and preferences residents have for spending and amenities. For example, a multicultural community will more likely increase the demand for restaurant options that offer varied cuisine while a community with an older population is more likely to put higher emphasis on strong healthcare options.

Educational Attainment

While not all well-paying jobs require a post-secondary degree, the share of the population that has pursued post-secondary education is an indicator of a local workforce that is often targeted by employers in industries such as Information, Professional Services, Finance, and Health Care.

Age Distribution

Since 2020, Norcross has seen faster growth rates in almost all major age groups compared to the county and region overall.

Norcross has grown faster than Gwinnett County and the Atlanta MSA in all major age cohorts except for Tenured Professionals, or those aged 45-64. This is the only age group that noticeably decreased since 2020. A growth in multiple different age groups will influence demand for different amenities and local services within the city.

2020-2023 Population Growth by Age Group	Norcross	Gwinnett County	Atlanta MSA
School-Aged Children (5-17)	9%	-4%	1%
Young Adults (18-24)	-1%	-2%	-2%
Early to Mid-Career Professionals (25-44)	21%	13%	7%
Tenured Professionals (45-64)	-14%	-1%	0%
Senior (65+)	14%	7%	8%

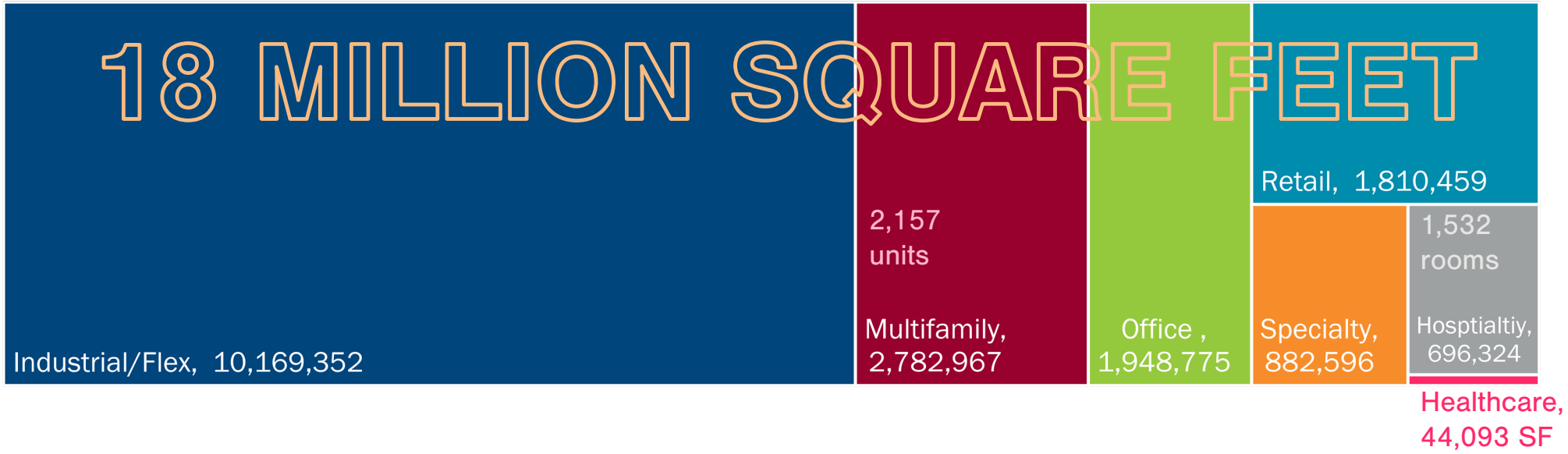
Source: KB Advisory with data from Esri Business Analyst

Commercial Inventory Summary

Norcross is home to over 18 million square feet of commercial space.

Industrial and flex space dominates Norcross' commercial landscape with the second highest being multifamily. Office and retail inventory are nearly matched, making up just under 2 million square feet each . Specialty, Hospitality, and Healthcare space collectively represent less than 2 million square feet.

City of Norcross Commercial Inventory



Source: KB Advisory with data from CoStar

KB ADVISORY GROUP

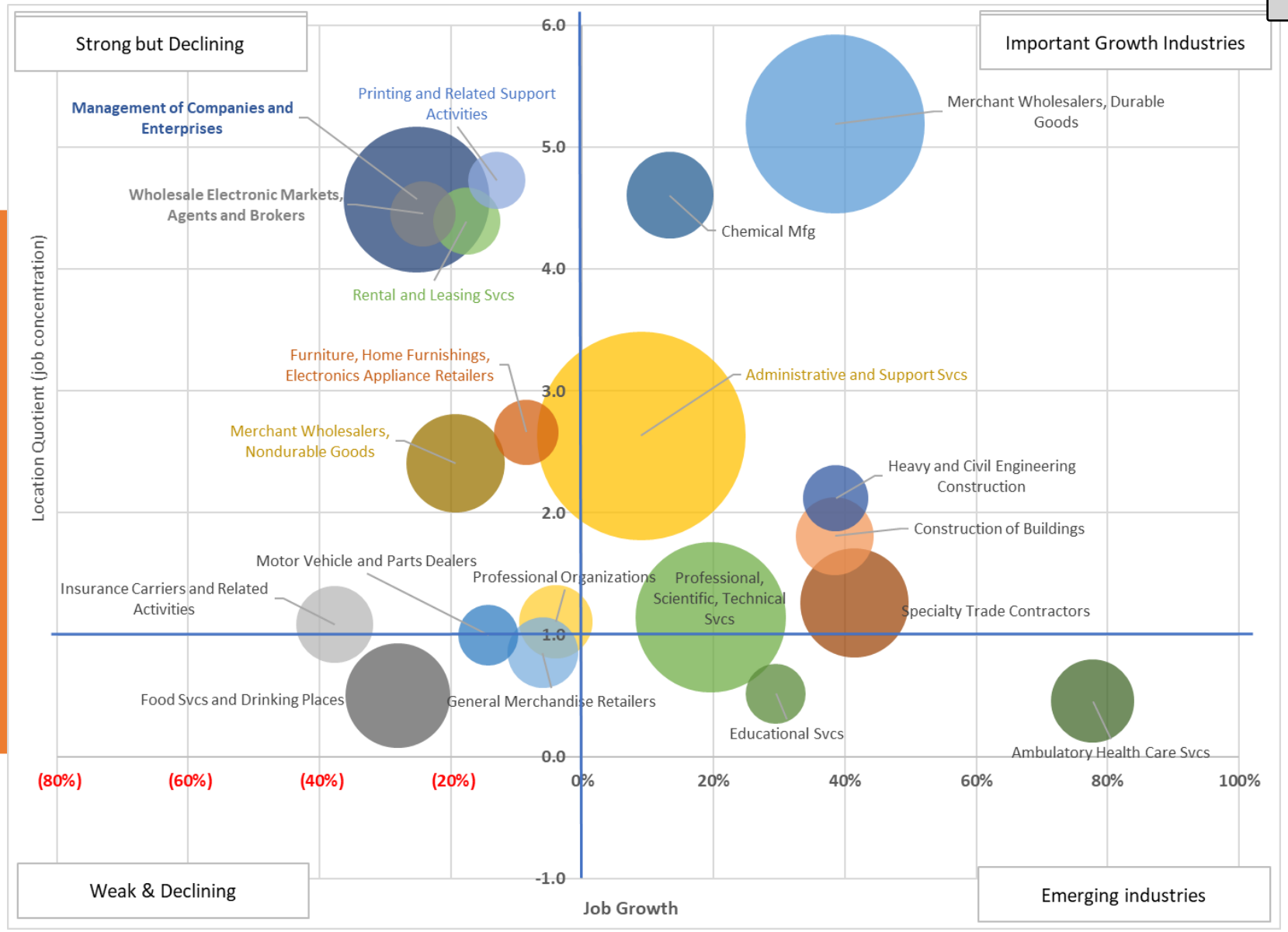
Attachment: Norcross Target Industries Final Presentation (24-7025 : Target Industries

Top Professional Service Tenants in Industrial Space by SF and Subcategory

Source: KB Advisory with data from CoStar

KB ADVISORY GROUP

Industry Health



*Size of bubble indicates number of jobs

KB ADVISORY GROUP

Advanced Manufacturing

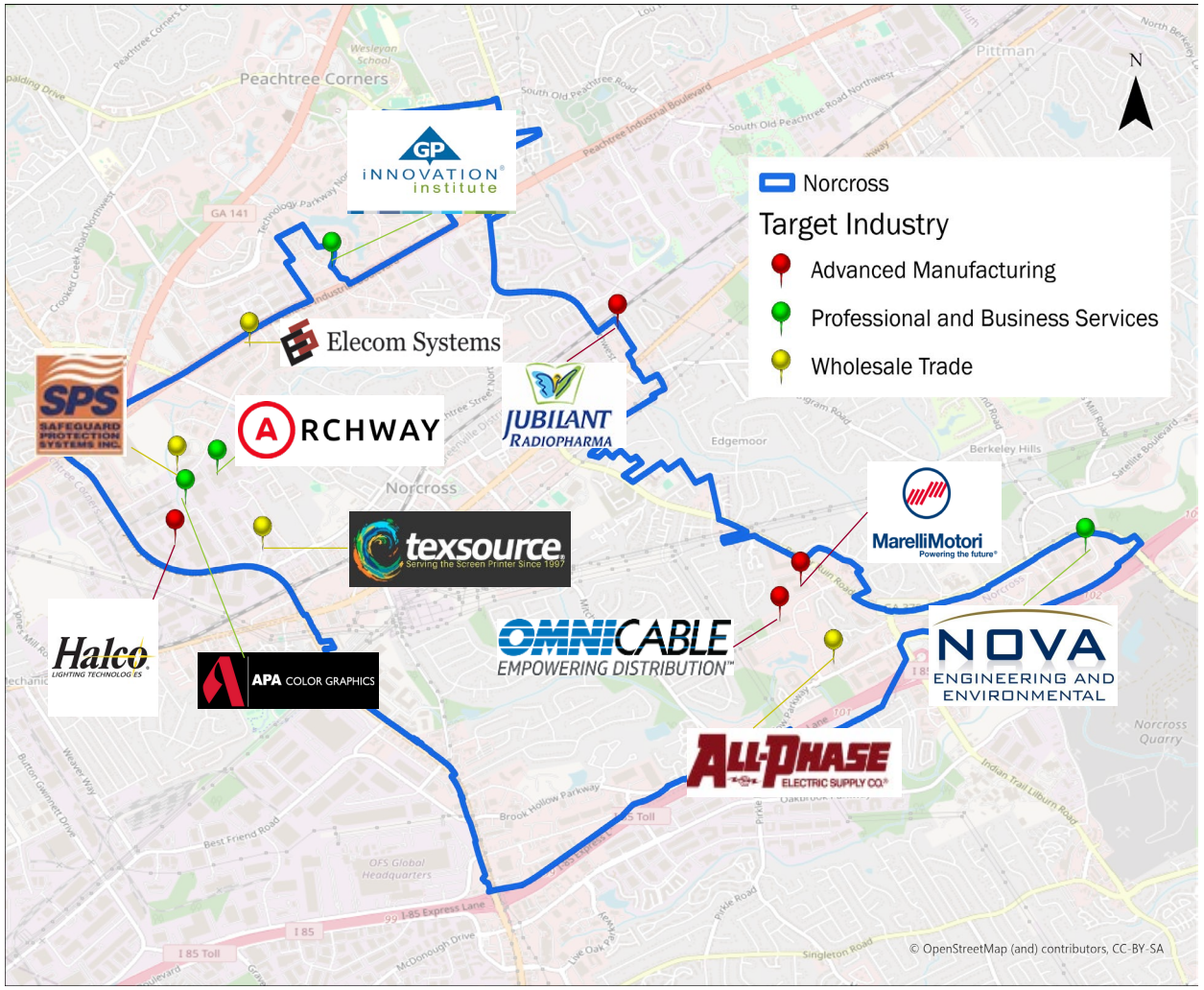
- Bio-pharma & Medical Device Manufacturing
- MRO & Aerospace Suppliers
- Electronics Manufacturing

Professional & Business Services

- Architectural & Engineering Services
- Software & IT
- Digital Design & Media
- Essential Business Support Services

Wholesale Trade

- Industrial Machinery & Supplies
- Digital Infrastructure Equipment
- Building Materials



KB ADVISORY GROUP

Best Practices

BP 1. Consider an Economic Development Incentive Ordinance Tied to the Target Industries

BP 2. Consider an Economic Development (Strategic) Plan (EDP/ EDSP)

BP 3. Create and Monitor Metrics for Internal Business Development with Industry Software Tools

BP 4. Host a Semi-Annual Working Group of Target Industry Businesses and Attend Any Related Existing Working Groups

BP 5. Host Lunch & Learns for the Business Community

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Attachment: Norcross Target Industries Final Presentation (24-7025 : Target Industries

Thank you!

We would like to thank the following stakeholder entities and organizations for speaking with us to help inform Norcross's target industries and best practices:

- City of Norcross Mayor & City Council
- City of Norcross Community Development Department
- City of Norcross Public Works
- Norcross Development Authority
- Norcross Downtown Development Authority
- Norcross High School
- Paul Duke STEM Academy
- Norcross Art Gallery
- Gwinnett County Economic Development
- Partnership Gwinnett
- ECG - Electric Cities of Georgia
- The Southwest Gwinnett Chamber
- Gwinnett Technical College
- Gateway85 CID
- EXP Realty
- Avison Young
- Realty Companies - Atlanta

Attachment: Norcross Target Industries Final Presentation (24-7025 : Target Industries

Target Industries

Half of the leading industries in employment within Norcross are characterized by their unique presence, demonstrated by their elevated employment concentration, or LQ. This signifies that these sectors underscore the region's specialized strengths and distinctiveness in these specific industries.

2018 Target Industries

- Tech & Innovation
  - BioMed
  - Electronics & Machinery
  - Software & IT
- Professional & Business Svcs
  - Administrative Support Svcs
  - Data Centers
  - Logistics & Distribution
  - Freelance & Entrepreneurs
- Culture & Innovation
  - Art & Design
  - Digital Content
  - Film & TV

2024 Target Industries

- Advanced Manufacturing
  - Biopharma & Medical Device Mfg
  - MRO & Aerospace Suppliers
  - Electronics Mfg
- Professional & Business Svcs
  (synergistic with “creative” industries)
  - Architectural & Engineering Svcs
  - Software & IT
  - Digital Design & Media
  - Essential Business Support Svcs
- Wholesale Trade
  - Industrial Machinery and Supplies
  - Digital Infrastructure Supplies
  - Building Materials

Attachment: Norcross Target Industries Final Presentation (24-7025 : Target Industries

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

City of Norcross

Legislation Details (With Details)

File #:	24-6992	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/3/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	RZ2024-003 717 S Peachtree St		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - RZ2024-003 - 717 S Peachtree St, The Jain Society of Greater Atlanta
2. Staff Report RZ2024-003 Jain Society
3. RZ2024-003 Rezoning Application
4. Draft Ordinance - RZ2024-003

Title
RZ2024-003 717 S Peachtree St

Drafter
Kellie Littlefield

Motion
A motion to Approve/Deny the rezoning from R100 (Single Family Residential) to OI (Office Institutional) at 717 S Peachtree St, The Jain Society of Greater Atlanta.

NORCROSS
a place to imagine

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

Agenda Report

To: Mayor and Council

From: Kellie Littlefield, Senior Planner

Meeting Date: June 3, 2024 – Mayor and Council

Item No.: 24-6992

Title: RZ2024-003 - 717 S Peachtree St, The Jain Society of Greater Atlanta

CC: Eric Johnson, City Manager

Recommendation

Approve the rezoning from R100 (Single Family Residential) to OI (Office Institutional) at 717 S Peachtree St, The Jain Society of Greater Atlanta.

Background:

The Applicant is seeking to consolidate the zoning of a parcel, in order to expand the worship center. The use is religious, and requires expansion to accommodate the population in attendance.

Financial Impact:

None

Consistent with Comprehensive Plan?

1. Continues to define Norcross' sense of place

Attachments:

Staff Report RZ2024-003 Jain Society

RZ2024-003 Rezoning Application

Draft Ordinance - RZ2024-003

Next Steps:

Attachment: Agenda Report - RZ2024-003 - 717 S Peachtree St, The Jain Society of Greater Atlanta (24-6992 : RZ2024-003 717 S Peachtree St)

Meeting Date: 05/01/2024 at 6:30 PM | Petition Number: RZ2024-003

Project Type:	Religious
Property Location:	717 S Peachtree St (a portion of 669 S Peachtree St)
Tax Parcel ID:	6244 025
Petitioner:	Vijay Kothari
Petitioner's Request:	Rezoning from R100 (Single Family Residential) to OI (Office Institutional)
Recommendation:	**Approval with Conditions**

Summary

The property owner seeks to rezone a portion of the parcel located at 669 South Peachtree Street. The original tract was divided into three parcels, with a house on the portion zoned R100. The tract was combined without the rezoning, the applicant seeks to consolidate the property by rezoning the portion (approximately 1.6 acres) from R100 to OI. The property will be used for additional space for religious activities.

Timeline

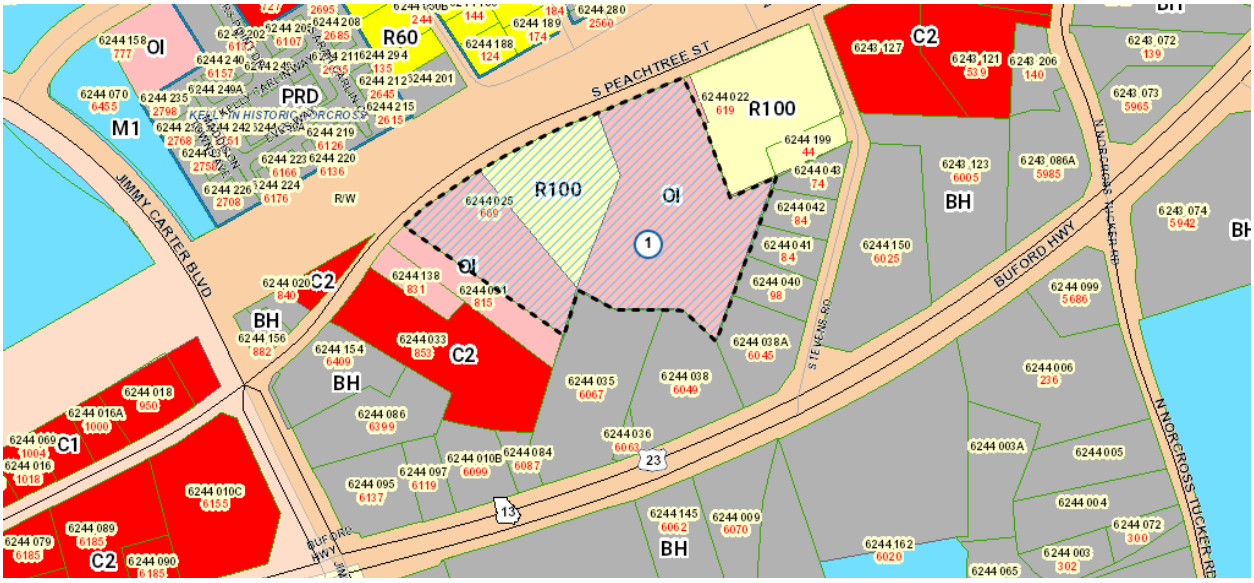
Under the UDO Section 104-3.B rezoning applications require the first review to be by the Planning and Zoning Board, followed by Mayor and Council's policy meeting and the Mayor and Council's regular meeting for final action. Below is the proposed schedule of dates.

Board	Meeting Type	Meeting	Meeting Time	Room
P&Z	Hearing	Wednesday, May 1, 2024	6:30 PM	Community Room 2nd Floor
M&C Policy	Meeting	Monday, May 20, 2024	6:30 PM	Conference Room 2nd Floor
M&C Regular	Hearing	Monday, June 3, 2024	6:30 PM	Council Chambers 1st Floor

Attachment: Staff Report RZ2024-003 Jain Society (24-6992 : RZ2024-003 717 S Peachtree St)

Aerial View

Zoning Map



Recorded: 06/11/2020 04:57 PM
20L027162 Pages: 1 Fees: $10.00
Richard T. Alexander, Jr.
Clerk of Superior Court, Gwinnett County, GA
eFile Participant IDs: 3064355382.

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

SCALE : 1" = 30'
0' 10' 20' 30' 40' 50' 60'

THE EXISTING UTILITIES SHOWN ON THIS PLAN WERE OBTAINED FROM VARIOUS UTILITY COMPANIES, VARIOUS GOVERNMENTAL AGENCIES, AND ABOVE GROUND OBSERVATION. THE SURVEYOR AND/OR ENGINEER MAKE NO CLAIM TO THE COMPLETENESS OF THIS INFORMATION. THE SIZE, LOCATION, OR ADDITIONAL UTILITIES MAY BE UNCOVERED UPON EXCAVATION. PRIOR TO BEGINNING ANY EARTH DISTURBING ACTIVITIES, THE UTILITY PROTECTION SERVICE FOR THIS AREA MUST BE NOTIFIED.

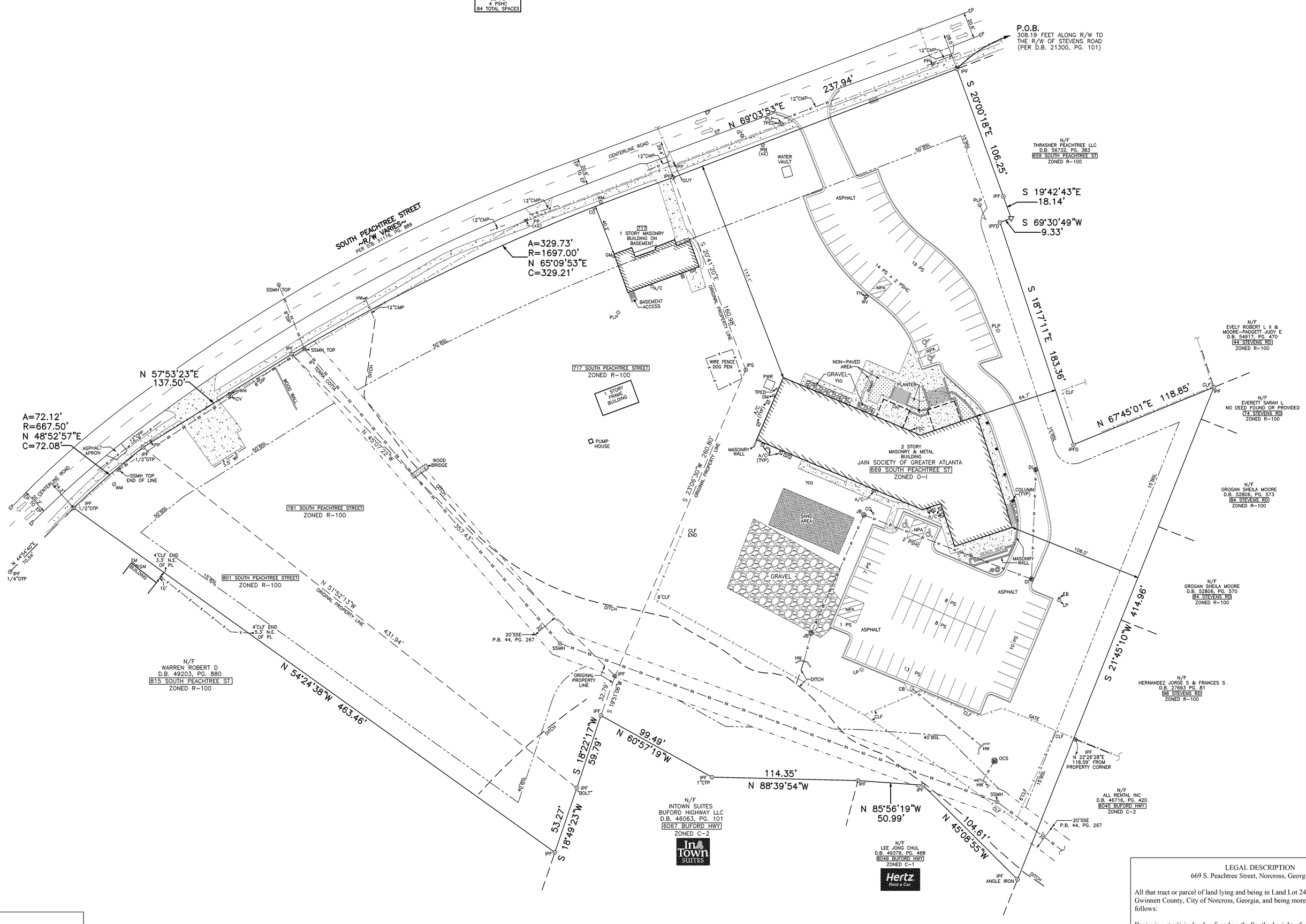
IF YOU DIG GEORGIA...
CALL US FIRST!
UTILITIES PROTECTION CENTER
811
IT'S THE LAW !

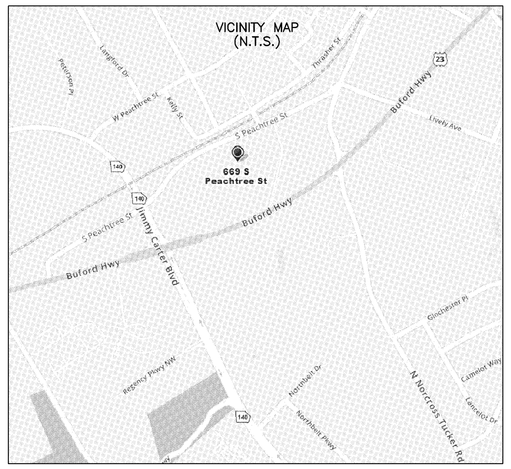
669 SOUTH PEACHTREE ST	7.034 ACRES 306,416 SQ. FEET
717 SOUTH PEACHTREE STREET	1.640 ACRES 71,470 SQ. FEET
781 SOUTH PEACHTREE STREET	0.982 ACRES 42,795 SQ. FEET
801 SOUTH PEACHTREE STREET	0.623 ACRES 27,161 SQ. FEET
TOTAL AREA	7.034 ACRES 306,416 SQ. FEET

PARKING
80 PS
1 PSHC
84 TOTAL SPACES

FLOOD HAZARD STATEMENT:
THIS PROPERTY DOES NOT LIE WITHIN THE 1% ANNUAL FLOOD (100-YEAR FLOOD) FEDERAL FLOOD HAZARD AREA AS PER PANEL NO. 13135C 0082G DATE: MARCH , 2013

N
MAGNETIC





LEGEND

A	ARC
R	RADIUS
C	CHORD
A/C	AIR CONDITIONING
R/W	RIGHT-OF-WAY
N/F	ADJOINING OWNERSHIP
S/W	SIDE WALK
BC	BACK OF CURB
CLF	CHAIN LINK FENCE
CPP	CORRUGATED PLASTIC PIPE
BOB	BOTTOM OF BOX
BSL	BUILDING SETBACK LINE
CB	CATCH BASIN
CMP	CORRUGATED METAL PIPE
CO	CLEAN-OUT
CONC	CONCRETE
	CONCRETE
C&G	CURB & GUTTER
CP	CALCULATED POINT
CTP	CRIMP TOP PIPE
DIP	DUCTILE IRON PIPE
EM	ELECTRICITY METER
EB	ELECTRIC POWER BOX
EP	EDGE OF PAVEMENT
FH	FIRE HYDRANT
GM	GAS METER
ICV	IRRIGATION CONTROL VALVE
HDW	HARDWOOD TREE
HW	HEAD WALL
IPF	1/2" REBAR
IPS	1/2" REBAR W/ CAP
LP	LIGHT POLE
OH	OVERHANG
PL	PROPERTY LINE
PP	POWER POLE
D.B.	DEED BOOK
P.B.	PLAT BOOK
PG.	PAGE
P.O.B.	POINT OF BEGINNING
RCP	REINFORCED CONCRETE PIPE
RB	REBAR
— ss —	SANITARY SEWER LINE
SSMH	SANITARY SEWER MANHOLE
WF	WOOD FENCE
TC	TERRA COTTA
WM	WATER METER
WV	WATER VALVE
— z —	OVERHEAD UTILITY LINES
YI	YARD INLET

NOTES:

UNLESS STATED OTHERWISE HEREON, ONLY EVIDENCE OF EASEMENTS OR STRUCTURES THERETO WHICH ARE READILY APPARENT FROM A CASUAL ABOVE GROUND VIEW OF PREMISES ARE SHOWN. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO THE EXISTENCE OF ANY EASEMENT NOT DISCOVERED FROM MY CASUAL ABOVE GROUND VIEW OF THE PREMISES.

UNLESS STATED OTHERWISE HEREON, THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.

THIS PLAT OF SURVEY MAKES NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OF ANY EASEMENTS OF ANY TYPE. NO ABSTRACT OR TITLE SEARCH WAS PERFORMED TO DISCOVERED THE EXISTENCE OF ANY EASEMENTS.

ONLY ACTS OF POSSESSIONS, IF ANY, THAT ARE VISIBLE FROM CASUAL INSPECTION OF THE PROPERTY ARE SHOWN HEREON. NO WARRANTY OR GUARANTEE IS IMPLIED AS TO THE EXISTENCE OF ACTS OF POSSESSION BY THE ADJOINERS TO THE LANDS SHOWN AND DESCRIBED HEREON.

UNLESS STATED OTHERWISE, GOVERNMENTAL JURISDICTIONAL AREAS OR NEGATIVE EASEMENT, IF ANY, WHICH MIGHT IMPACT ON THE USE OF THE PREMISES WERE NOT LOCATED. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS RESULTING FROM THE EXERCISE OF ANY GOVERNMENTAL JURISDICTION AFFECTING THE USE OF THE PREMISES.

REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SIGNED, DATED, AND SEALED WITH A SURVEYOR'S SEAL.

LEGAL DESCRIPTION

669 S. Peachtree Street, Norcross, Georgia 30071

All that tract or parcel of land lying and being in Land Lot 244, of the 6th District, Gwinnett County, City of Norcross, Georgia, and being more particularly described as follows:

Beginning at a ½ inch rebar found on the Southerly right-of-way of South Peachtree Street, said point being 308.19 feet in a Southwesterly direction from the intersection of said right-of-way and the Westerly right-of-way of Stevens Road; thence leaving said right-of-way of South Peachtree Street South 20°00'18" East a distance of 106.25 feet to a ½ inch rebar found; thence South 19°42'43" East a distance of 18.14 feet to a calculated point; thence South 69°30'49" West a distance of 9.33 feet to a ½ inch rebar found; thence South 18°17'11" East a distance of 183.36 feet to a ½ inch rebar found; thence North 67°45'01" East a distance of 118.85 feet to a ½ inch rebar found; thence South 21°45'10" West a distance of 414.96 feet to an angle iron found; thence North 45°08'55" West a distance of 104.61 feet to a ½ inch rebar found; thence North 85°56'19" West a distance of 50.99 feet to a ½ inch rebar found; thence North 88°39'54" West a distance of 114.35 feet to a 1-inch crimp top pipe; thence North 60°57'19" West a distance of 99.49 feet to a ½ inch rebar found; thence South 18°22'17" West a distance of 59.79 feet to a bolt found; thence South 18°49'23" West a distance of 53.27 feet to a ½ inch rebar found; thence North 54°24'38" West a distance of 463.46 feet to a ½ inch open top pipe on the Southeasterly right-of-way of South Peachtree Street; thence along said right-of-way the following courses and distances: following a curve to the right, said curve having an arc distance of 72.12 feet and a radius of 667.50 feet and being subtended by a chord bearing North 48°52'57" East a distance of 72.08 feet to a ½ inch open top pipe; thence North 57°53'23" East a distance of 137.50 feet to a ½ inch rebar found; thence following a curve to the right, said curve having an arc distance of 329.73 feet and a radius of 1697.00 feet and being subtended by a chord bearing North 65°09'53" East a distance of 329.21 feet to a ½ inch rebar found; thence North 69°03'53" East a distance of 237.94 feet to THE TRUE POINT OR PLACE OF BEGINNING.

Said tract or parcel of land containing 7.034 acres.

2"x3" FOR OFFICIAL USE ONLY

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.

SIGNATURE	PRINTED NAME	DATE
	JAMES A. JACOBS	02/20/2020

NOTES:

FIELD INFORMATION FOR THIS SURVEY WAS OBTAINED WITH A 5 SECOND THEODOLITE AND AN ELECTRONIC DISTANCE METER.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 103,292 FEET AND AN ANGULAR ERROR OF 02 SECOND(S) PER ANGLE POINT AND WAS ADJUSTED BY LEAST SQUARES.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURES AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 266,604 FEET.

ALL IRON PINS LABELED AS SET OR FOUND (IPS OR IPF) ARE 1/2" REBAR RODS, UNLESS OTHERWISE NOTED. (ALL 1/2" REBAR W/ CAP)

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON, THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON.

ZONING INFORMATION:

ZONING PER CITY OF NORCROSS, GA.
ZONED R-100 (RESIDNRTIAL)
BUILDING SETBACK REQUIREMENTS:
FRONT – 50'
SIDE – 1 YARD–10' / 2 YARDS–25'
REAR – 40'

ZONING PER CITY OF NORCROSS, GA.
ZONED O-I (OFFICE & INSTITUTIONAL)
BUILDING SETBACK REQUIREMENTS:
FRONT – 50'
SIDE – 0'
REAR – 15' / 40' IF ABUTTING RES DISTRICT

NOTE:
ZONING INFORMATION SHOWN HEREON TAKEN FROM ZONING MAPS AND MUNICODE.COM ONLINE LIBRARY. NO ZONING REPORT PROVIDED FOR THIS SURVEY.

NOTES:

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW.

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

REVISIONS

OFFICE:	02/20/2020
BY:	DWJ
FIELD:	02/17/2020
BY:	AMB
SCALE:	1"=30'
SHEET # 1 OF 1	

LEGAL REFERENCES
D.B. 53361, PG. 487 / D.B. 51176, PG. 889
D.B. 55518, PG. 464 / D.B. 11500, PG. 132
P.B. 44, PG. 267
SURVEY FOR: JAIN SOCIETY OF GREATER ATLANTA
DATED: 05/02/2019 BY: ADAM & LEE LAND SURVEYING

ADAM & LEE LAND SURVEYING
5640 GA. HWY. 20 S.
LOGANVILLE, GA. 30052 (770)554-8995
www.adamandlee.com FAX=(770)554-8134

PROJECT DESCRIPTION:
COMBINATION PLAT FOR:
JAIN SOCIETY OF GREATER ATLANTA
669 S. PEACHTREE STREET, NORCROSS, GEORGIA 30071
COUNTY: GWINNETT
CAPACITY: SAME
DISTRICT: 6TH
SECTION:

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR No. 2933 JAMES A. JACOBS

20033

PROPERTY INFORMATION	
Property Location	669 S Peachtree St – Location of existing facility. 717 S Peachtree St portion to be rezoned.
Acreage:	7.03 acres - Existing facility. 1.6 acres – The portion to be rezoned
Existing Zoning / Land Use	Portion to be rezoned R100 – Single Family Residential
Proposed Zoning / Land Use	O/I – Office Institution
Character Area	7 – Town Center
Existing Lot Dimensions:	Frontage: Approximately 746' along S Peachtree St Depth: Approximately 600'

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	PRD - Planned Residential Development; R60 – Single Family Residential	Residential Neighborhoods	2 subdivisions composed of approximately 10.4 acres
East	R-100 – Single Family Residential BH – Buford Highway	Single Family Residences along Stevens Road	4.4 acres total
West	OI – Office Institutional	815 S Peachtree – Office Space	0.6 acres
South	BH – Buford Highway	Commercial Businesses	3.41 acres total

Applicant's Request

The property owner seeks to rezone a portion of the property from R100 to OI to use the property for additional space for religious activities..

Existing Conditions

The subject portion of the property is currently undeveloped.

Project Description

The property owner seeks to use the property as an auxiliary building for activities associated with the religious center.

Attachment: Staff Report RZ2024-003 Jain Society (24-6992 : RZ2024-003 717 S Peachtree St)

ZONING ANALYSIS

Current Zoning

The subject property is zoned R100 (Single Family Residential). Adjacent zoning districts include PRD and R-60 to the north, currently used as single family residences. The properties to the east are zoned R100 and BH, and are used as single-family residences. The property to the south is developed commercially and zoned BH (Buford Highway).

Zoning Request

The proposed Rezoning of the property and auxiliary building use aligns with adjacent zoning.

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 12 Character Areas;

3) The overarching policy goals for the city, and

4) Land Use Definitions. The subject parcels fall within Character Area 7 – Town Center

A. Land Uses by Character Area

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

7 – Town Center	
Low Density Residential	
Medium Density Residential	Entertainment related commercial
Planned Residential Community	Mixed-use (vertical)
Skilled Nursing Facilities (no rehab)	**Places of Assembly**
Neighborhood level commercial	Transportation, Communication, Utilities
Community level commercial or office	Parks and Recreation

B. Policy Goals

Under the policy goals the proposed rezoning meets the following criteria:

- *Policy 1-3: Support opportunities for infill development that reflects the neighborhood character*
- *Policy 1-9: Add value to our community through landscaping, lighting, signage,*

Attachment: Staff Report RZ2024-003 Jain Society (24-6992 : RZ2024-003 717 S Peachtree St)

underground utilities, and building design.

- *Policy 2-3: Promote walkable, bicycle friendly, safe neighborhoods.*
- *Policy 2-4: Encourage walkability, interaction among businesses, clear visibility of entryways and centralized open space.*
- *Policy 2-8: Integrate educational opportunities into parks and recreational services, public libraries, museums, and other cultural amenities.*

C. Character Area Vision

The Town Center Character Area contains four points that support the area's vision, of which the following applies:

- *A compatible blend of historic and modern buildings create an economically and environmentally sustainable place to live, work, and visit.*

D. Land Use Definition

The Town Center Character Area specifically addresses this type of development.

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

Standards Governing the Exercise of Zoning Power

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

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

Staff is of the opinion that the request to rezone the subject property from R100 to OI, for the purpose of a religious center, is suitable based on the existing uses of adjacent and nearby properties, which consist of neighborhood, commercial and single-family detached residential units.

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

The proposed rezoning request does not have an adverse effect on existing uses or usability of nearby properties.

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 under the current R100 zoning district. However, the borders of the R-100 zoned portion of the property would necessitate buffering and re-platting of the property.

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?

Attachment: Staff Report RZ2024-003 Jain Society (24-6992 : RZ2024-003 717 S Peachtree St)

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 Town Center Character Area 7, which is intended to be a compatible blend of historic and modern buildings.

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?

It should be noted that the property is not characterized by separate parcels. The seven-acre parcel has two zoning classifications located on it. This is the result of a consolidated plat, which did not require re-platting due to the use being allowed the zoning district.

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 density residential definition in Section D.

Recommendation

Staff recommends **approval** of the zoning component of RZ2024-003 subject to the following conditions:

1. To restrict the use of the property to the proposed use of expansion of religious facilities.
2. Non-opaque perimeter fencing shall be allowed with final design subject to approval by the Architectural Review Board
3. Exterior lighting shall be non-flashing and shall project toward the property and shielded to prevent light from projecting over property lines.
4. The site shall be developed in accordance with the general conformity to the site plan as submitted.
5. The site plan will address ingress and egress of traffic in conjunction with the traffic associated with the religious center development.
6. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with all design standards or UDO code section not addressed in the staff report.

Planning & Zoning Board recommended for approval 5/1/2024

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REZONING APPLICATION

PROPERTY OWNER'S INFORMATION

Owner's Name:
JAIN Society of Greater Atlanta

Owner's Address:
669 S Peachtree St, Norcross

City: Norcross State: GA Zip Code: 30071

Phone: 678-523-5997 Cell Phone: 678-523-5997 Email: kaniska@yahoo.com

APPLICANT'S CONTACT INFORMATION

Applicant's Name:
JAIN Society of Greater Atlanta (Represented by Vijay Kothari)

Applicant's Address:
669 S Peachtree St

Suite: City: Norcross State: GA Zip Code: 30071

Phone: 678-523-5997 Cell Phone: 678-523-5997 Email: kaniska@yahoo.com

PROPERTY LOCATION

Tax Parcel Number(s): R6244 027 Size in acres: 1.61

Address(es): 717 S Peachtree St. Norcorss, GA 30071

Number of existing structures: 0 Number of parking spaces: 0

PROPOSED USE

Current Zoning: R100 Requested Zoning: O&I

Date of Pre-Application Mtg: 12/21/2023

Is the request in conformity with the Current Land Use Plan? X Yes ____ No

Comp Plan Designation: ____ If No, Comp Plan Amendment is required

Is this site located in the National/Local Historic District? ____ Yes X No

If yes, what are the plans for the historic resources, if any, onsite ____

REVISED APRIL 2019

Attachment: RZ2024-003 Rezoning Application (24-6992 : RZ2024-003 717 S Peachtree St)

Proposed Use Details:
JAIN Society of Greater Atlanta is a non-profit religious organization. JSGA owns 4 parcels:
669 S. Peachtree
717 S. Peachtree
781 S. Peachtree
801 S. Peachtree
Except 717 all others are OI. 717 S. Peachtree is R100. JSGA is requesting 717 S. Peachtree to be rezoned OI as well. JSGA plans to expand building & Parking lot on 717 S. Peachtree.

ITEMS THAT MUST ACCOMPANY APPLICATION

A. **Owner's Signature or Affidavit** - If the owner and applicant are not the same, the owner must sign the application or complete the attached affidavit.

B. **Plat/Survey** – Submit one (1) full size, one (1) 11 x 17 and one (1) digital copy of a plat in JPG or PDF format, drawn by an engineer or land surveyor, describing in detail the tract, parcel or lot of land proposed to be rezoned. The plat must include the following information:
   1. A current boundary survey and plot plan, dimensioned and to scale, prepared by a registered surveyor, architect or engineer showing the seal of such surveyor, architect, or engineer.
   2. This survey shall be a plat of the land in question, or a description by metes and bounds, bearings and distances of the land, or if the boundaries conform to the lot boundaries within a subdivision for which a plat is recorded in the land records of the City of Norcross, then, the lot, block, and subdivision designations with appropriate plat reference.
   3. A description of existing land uses on adjacent and surrounding property.

C. **Concept Plan** – Submit one (1) full size copy, one (1) 11x17 copy and one (1) digital copy in JPG or PDF format of a concept plan, including but not limited to all items listed on the attached checklist for such plan.

D. **Impact Analysis –**
   1. If the zoning change has been initiated by an owner or their representative, the application must be accompanied by a written, documented analysis of the proposed zoning change with regard to each of the standards governing consideration attached to this application.
   2. A traffic study, a hydrology study, market study and other studies of the impact of the proposed development prepared by a duly licensed engineer or qualified professional may be required by the Community Development Department, Planning & Zoning Board or the Mayor & City Council as deemed necessary for adequate consideration and a fully-informed decision on the proposed request. The studies shall be prepared under the direction of the City at the applicant's expense.

E. **Warranty Deed** – A copy of the recorded warranty deed to the property must accompany each application. The owner on the deed must be the same as the owner listed on the application.

Attachment: RZ2024-003 Rezoning Application (24-6992 : RZ2024-003 717 S Peachtree St)

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 Rezonings** – An applicant may apply for conditional zoning and so state on the application. The conditional zoning applications may be based on written conditions contained within the relevant section of the application only or it may be based on the narrative AND a site plan.

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

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

Vijay Kathan 12/18/2023

Signature of Applicant Date

JSGA Rep

CITY USE ONLY. DO NOT WRITE BELOW

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

Notes: _____

DEADLINE AND HEARING SCHEDULE

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

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

REVISED APRIL 2019

Attachment: RZ2024-003 Rezoning Application (24-6992 : RZ2024-003 717 S Peachtree St)

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.

Attachment: RZ2024-003 Rezoning Application (24-6992 : RZ2024-003 717 S Peachtree St)

Criteria and Standards for Considering a Rezoning

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

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

Yes. Both left & Right of 717 are OI&I

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

NO

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

NO

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;

NO

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

Yes

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.

JSGA Plan to expand temple facility & Parking space

REVISED APRIL 2019

Attachment: RZ2024-003 Rezoning Application (24-6992 : RZ2024-003 717 S Peachtree St)

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.

Vijay Kothari 12/18/2023 VIJAY KOTHARI - Representative

SIGNATURE OF APPLICANT DATE TYPE OR PRINT NAME AND TITLE

SIGNATURE OF APPLICANT'S ATTORNEY OR REPRESENTATIVE DATE TYPE OR PRINT NAME AND TITLE

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

NO (YES or NO)

VIJAY KOTHARI

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)

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

REVISED APRIL 2019

Attachment: RZ2024-003 Rezoning Application (24-6992 : RZ2024-003 717 S Peachtree St)

DATE RECEIVED: _____ CASE#: _____ ACCEPTED BY: _____

REVISED APRIL 2019

Attachment: RZ2024-003 Rezoning Application (24-6992 : RZ2024-003 717 S Peachtree St)

Ordinance _____ (RZ2024-003)

A Sample Ordinance Allowing a Rezoning

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 rezoning of a parcel from R100 to OI conditions is granted for a portion of the parcel at 669 S Peachtree St, more fully described as parcel identification number 6244 02, and subject to all regulations and ordinances as adopted by the City of Norcross, and subject to the following conditions:

1. To restrict the use of the property to the proposed use of expansion of religious facilities.
2. Non-opaque perimeter fencing shall be allowed with final design subject to approval by the Architectural Review Board
3. Exterior lighting shall be non-flashing and shall project toward the property and shielded to prevent light from projecting over property lines.
4. The site shall be developed in accordance with the general conformity to the site plan as submitted.
5. The site plan will address ingress and egress of traffic in conjunction with the traffic associated with the religious center development.
6. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with all design standards or UDO code section not addressed in the staff report.

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

_____
Craig Newton, Mayor

ATTEST:

_____
Monique Philip, City Clerk

Attachment: Draft Ordinance - RZ2024-003 (24-6992 : RZ2024-003 717 S Peachtree St)

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

City of Norcross

Legislation Details (With Details)

File #:	24-6999	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/3/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Selection of Construction Manager at Risk (CMR) / General Contractor (CM/GC) for the City of Norcross Public Safety Building		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Selection of Construction Manager at Risk (CMR) / General Contractor (CM/GC) for the City of Norcross Public Safety Building

Title
Selection of Construction Manager at Risk (CMR) / General Contractor (CM/GC) for the City of Norcross Public Safety Building

Drafter
Bill Grogan

Motion
A motion to Approve/Deny Reeves Young as the Construction Manager at Risk (CMR) / General Contractor (CM/GC) for the Public Safety Building project and the attached contract with Reeves Young for those services.

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

Agenda Report

To: Mayor and Council

From: Bill Grogan, Chief of Police

Meeting Date: June 3, 2024 – Mayor and Council

Item No.: 24-6999

Title: Selection of Construction Manager at Risk (CMR) / General Contractor (CM/GC) for the City of Norcross Public Safety Building

CC: Eric Johnson, City Manager

Recommendation (updated)

Approve Reeves Young as our Construction Manager at Risk (CMR) / General Contractor (CM/GC) for the Public Safety Building project and the attached contract with Reeves Young for those services.

Background (updated)

In April, the City received seven (7) responses to the Construction Manager at Risk (CMR) / General Contractor (CM/GC) request for qualifications (RFQ). Members of an evaluation committee reviewed and scored the submissions and narrowed the list to four (4) firms to be interviewed. The firms are:

Barnsley Construction Group
Hogan Construction Group
Reeves Young
Winter Construction

Those firms were required to provide sealed bids with costs for General Conditions and Contractor Fees by May 14th and to attend an interview with the evaluation committee on May 23rd.

On May 23rd, the evaluation committee established the ranking of the four (4) shortlisted firms based on their response to the RFQ, their cost of General Conditions and their Contractor Fee, and their Interview.

Reeves Young was the highest scoring firm and is the selection committee's recommendation.

The attached contract has been negotiated with Reeves Young by way of City legal and staff.

Attachment: Agenda Report - Selection of Construction Manager at Risk (CMR) / General Contractor (CM/GC) for the City of Norcross Public

Financial Impact: (updated)

Funding for this contract will be included in project funding, which is currently estimated at a total of $25 million, net of the cost of parcels previously acquired for the site. Funding sources include a dedication of 2 SPLOST administrative facilities funds, as well as funding from the Special Investigations Fund through a combination of cash and long-term debt.

Reeves Youngs' General Conditions and Contractor Fees can be found in the contract.

Consistent with Comprehensive Plan?

(Select the appropriate goal(s).

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

Next Steps

Execution of contract upon Mayor and Council approval.

Updates

The May 23rd interviews of the 4 shortlisted firms resulted in Reeves Young being the top scoring firm by a large margin.

Since May 23rd, staff, City legal, and Reeves Young have worked diligently to develop a contract that meets both parties' needs.

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

City of Norcross

Legislation Details (With Details)

File #:	24-7000	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/3/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Purchase of Solacom Unit for 3Rd Dispatch Call Taking Station		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Purchase of Solacom Unit for 3rd Dispatch Call Taking Station
2. Quote from AT&T for one (1) Solacom Phone System
3. Budget Amendment

Title
Purchase of Solacom Unit for 3Rd Dispatch Call Taking Station

Drafter
Beverly Parnell

Motion
A motion to Approve/Deny the purchase of a new Solacom phone system from AT&T and a budget amendment that reflects both this unbudgeted purchase as well as the post-purchase reimbursement from Gwinnett County 911.

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

Agenda Report

To: Mayor and Council

From: Beverly Parnell, Captain

Meeting Date: June 3, 2024 – Mayor and Council

Item No.: 24-7000

Title: Purchase of Solacom Unit for 3rd Dispatch Call Taking Station

CC: Eric Johnson, City Manager
Bill Grogan, Chief of Police

Recommendation
Approve the purchase of a new Solacom phone system from AT&T and a budget amendment that reflects both this unbudgeted purchase as well as the post-purchase reimbursement from Gwinnett County 911.

Background
The Norcross Police Department has now fully staffed our traffic unit and increased the number of incoming phone lines. The effect has been an increase in officer-dispatcher radio traffic and incoming phone calls to our Dispatch Center. We now require three call taking stations versus just the two we currently have to maintain officer safety and a level of service our residents, visitors and businesses expect of us.

Financial Impact:
The purchase price of a new unit is $24,932; that amount has been approved for reimbursement by Gwinnett County 911 under the current SDS agreement. Budget amendment attached. The recurring operating costs for Norcross would be $159 per month ($1,908 per year). That cost can be absorbed in current budget and will be accounted for in the next FY budget needs.

Consistent with Comprehensive Plan?
Yes, it is consistent with Goal 6 as it furthers strong leadership and insures a high level of quality services.

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

Attachment: Agenda Report - Purchase of Solacom Unit for 3rd Dispatch Call Taking Station (24-7000 : Purchase of Solacom Unit for 3Rd

Attachments

1) Quote from AT&T for one (1) Solacom phone system.
2) Budget amendment

Next Steps

Approval by Council for purchase of this new equipment.

Update

N/A

April 07, 2024

Customer: Gwinnett County, GA

Site: Norcross PD

Solacom Quote: 230503-03-TM V02
E000018474

AT&T Contact: Jason Eckenstein
Phone: (803) 873-6225
Email: je4856@att.com
Note: IMPORTANT: See notes included at the bottom of this document regarding computer dimensions and other specifications.
Detail: Add a new Position

Guardian Call Taker Position			Quantity
Line	**Item**		
1	**S-UpgradePos-v4**	**Upgrade/Add-on for PSAP**	
	P-SUP POS-5YS+	Superior Position PC	1.00
	Includes 5 year Support		
	P-MONITOR 24in	Standard Monitor 24"	1.00
	SL-GUARDPOSLIC	Guardian Call Taker Position License	1.00
	P-IRR	Dual IRR Recording Software License	1.00
	IRR will only work if computer is on the Guardian local network.		
	SL-TextOut-POS	Text-from-911 Guardian Position License	1.00
	SL-MIS G/C_POS_GEO	MIS Position License	1.00
	P-PAC II	Position Audio Controller II w/ Jack Box	1.00
	P-KYPADU6	Keypad - 24 Button 6' Cable W/10' ext	1.00
	P-ENH_IP PHONE	Enhanced IP Phone - Mitel 6869i	1.00
	SL-RespondAdd	Guardian Responder Add-on	1.00
	for IP Phone (ALI)		
	P-UPS-TW-900	900VA UPS for Guardian Workstation	1.00

Professional Services			Quantity
Line	**Item**		
2	**S-Installation-v4**	**Installation Services Offering**	
	SV-InstDaily	Installation Services - Daily Rate	1.00
	SV-T&L1stD	Travel and Living Expenses - First Day	1.00
	SV-T&LSubD	Travel and Living Expenses - Daily	1.00

Warranty/Maintenance- 5 Years Upfront Payment			Quantity
Line	**Item**		
3	**S-MAINTENANCE-V3**	**Maintenance and Support Offering**	
	MT-SSGUARD-05	Position Software Support - Years 1 to 5	1.00
	MT-Warranty	Guardian First Year HW Warranty	1.00
	The Guardian first year warranty covers all Hardware for the first year.		
	MT-HSGUARD-0205	Hardware Support - Years 2 through 5	1.00
	The Guardian hardware support program covers all hardware purchased from Solacom with the following exceptions: 1. Computers and servers are excluded, and are covered under manufacturer support for up to five (5) years. 2. Monitors, keyboards and mouse devices purchased with the initial computer order will carry the same support purchased for the associated computer or server. 3. UPS, Individually purchased; Keyboards, mouse devices, headsets, and handsets are covered under the initial one (1) year warranty and are not eligible for extended support.		

Shipping			Quantity
Line	**Item**		
4	**ShippingFee**	**Shipping and Handling Charges**	1.00

One Time Charge	**$24,362.00**
Monthly Recurring Charge	**$159.00**

Options

Options are not required and made available only for your review and consideration. Any desired options must be added into the quote via the quote revision request process due to associated services time and applicable hardware support.

Item

Guardian Call Taker Position

P-TCH MON 24in	Touch Monitor 24"	1.00

Total Amount: **$570.00**

Solacom Call Taker Computer Specifications.

Subject to Revision or Modification on all Expired Quotes.

Features	STANDARD	ENHANCED	SUPERIOR
PC Type	Yes	Yes	No
Workstation	No	No	Yes
Processor	i3-12300	i3-12300	Intel Xeon W-2104
RAM	8 GB	8 GB	8 GB
Drive size	256 GB SSD	512 GB SSD	512 GB SSD
PCIe Slots	2	4	6
Sound Card	1	1	1
Graphic Card	On-board	1	2
Monitor Supported	2	2	6
Monitor Cables Provided	Supplied with monitor	Supplied with monitor	Supplied with monitor
Adapters Provided	No	No	6 mDP to DP
NIC Teaming	Yes	Yes	Yes
Guardian Map	No	Yes	Yes
3rd Party Software Cohabitation	No	CAD Only	Certified 3rd Party Map Certified CAD
Physical Size (HeightxLengthxDepth)	11.5 x 3.7 x 11.4"	**14.45 x 6.65 x 11.84"**	**16.45 x 6.95 x 20.4"**

When a Solacom solution configuration includes a FortiGate edge device, it has been included for the known interfaces at the time of implementation. If interface requirements change in the future, including but not limited to, the ESInet using IPv6, SIP over TLS (Secure SIP), SRTP (Secure RTP), deep packet inspection and manipulation, etc., an additional edge device(s) may be required. Additionally, if transcoding is required (i.e., from ARM or ARM-WB to G711uLaw), an additional edge device may also be required.

Finance Department
Budget Adjustment Entry

Purpose: Purchase of Solacom Unit

Effective Date: 5/6/2024

Description	Account Number	Increase	Decrease
Equipment	100-5.3800.542500	24,932	
Intergovernmental Revenue Gwinnett	100-336100	24,932	
	Totals	49,864	-

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

City of Norcross

Legislation Details (With Details)

File #:	24-6998	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/3/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Modification of Lionheart Management Agreement to Facilitate Added Rental Of Space in the Community Center		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Modification of Lionheart Management Agreement to Facilitate Added Rental of Space in the Community Center
2. Management Agreement with Lionheart Theatre Company
3. Lionheart Request for Space Letter

Title
Modification of Lionheart Management Agreement to Facilitate Added Rental Of Space in the Community Center

Drafter
Councilmember Matt Myers

Motion
A motion Approve/Deny the modification of the Management Agreement between the City of Norcross and Lionheart Theatre Company, Inc. (LIONHEART) to accommodate a request for meeting space in a room on the ground floor of the Community Center at an additional cost to LIONHEART of $250 per month.

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

Agenda Report

To: Mayor and Council

From: Councilmember Matt Myers

Meeting Date: June 3, 2024 - Mayor and Council

Item No.: 24-6998

Title: Modification of Lionheart Management Agreement to Facilitate Added Rental of Space in the Community Center

CC: Eric Johnson, City Manager

Recommendation Modify the Management Agreement between the City of Norcross and Lionheart Theatre Company, Inc. (LIONHEART) to accommodate a request for meeting space in a room on the ground floor of the Community Center at an additional cost to LIONHEART of $250 per month.

Background The City of Norcross has a management agreement with LIONHEART for exclusive use of City property at 10 College Street. The management agreement was last updated in 2023. The City also currently provides LIONHEART limited storage space within the Community Center that is not referenced in the management agreement.

The City received a request on behalf of LIONHEART for a permanent assignment of a classroom to be used for rehearsals, meetings, read-throughs, auditions, classes, dressing rooms, and camps. The request indicates that the monthly payment to the City be increased by $250 per month. Since the $750 per month management fee is a minimum, subject to a net income calculation, the $250 per month would be added to the fee otherwise due to the City under the existing management agreement.

As referenced in the request, the Community Center has times when space is not currently available, so the impact of any new assignment of space would impact availability for other rentals. An estimated monthly impact is the loss of $500 in rentals, less the added payment by Lionheart of $250, for a net impact of $250 per month or an annual loss of $3,000 in City revenue. Given the community's commitment to the visual and performing arts, this allocation of City space is worthy of such commitment for the success of LIONHEART.

The management agreement is subject to termination by either party on 30 days' notice, so a request for "permanent" space is not compatible with the management agreement. A room can be allocated fulltime for LIONHEART use subject to the continuation of the management agreement between the City and LIONHEART.

Financial Impact The City's projected annual cost is $3,000 due to the estimated frequency when rentals will be unavailable to other groups.

Consistent with Comprehensive Plan? Yes.

Next Steps The Management Agreement will be modified from the current payment of $750.00 per month or 10% of net income, to add $250.00 per month to the greater of $750.00 per month or 10% of net income. In other words, whatever LIONHEART would pay under the existing management agreement will increase by a fixed $250.00 per month. A dedicated room in the Community Center will be referenced subject to a continuing management agreement between the City and LIONHEART.

Attachments

- Management Agreement between the City of Norcross, Georgia and Lionheart Theatre Company, Inc.
- LIONHEART request for space letter

Update

MANAGEMENT AGREEMENT BETWEEN THE CITY OF NORCROSS, GEORGIA AND LIONHEART THEATRE COMPANY, INC.

This Management Agreement is made and entered into this 6th day of September 2022 by and between the City of Norcross, Georgia, a Georgia Municipal City (hereinafter "the City") and Lionheart Theatre Company, Inc., a limited liability corporation with the Georgia Secretary of State's Office (hereinafter "LIONHEART").

WHEREAS, the City controls the real property and improvements thereon located at 10 College Street, Norcross, Georgia 30071, Gwinnett County Tax Parcel No. 6254-202, which is described in Exhibit A and shown on the diagram in Exhibit B which exhibits are attached hereto and incorporated by reference (hereinafter the "Premises"); and

WHEREAS the City desires that the Premises serve as an anchor attraction for downtown, act as a development stimulus for the City of Norcross, provide enjoyment for the benefit of its citizens, promote Norcross's business community and its surrounding areas; and

WHEREAS LIONHEART in the business of managing community theatres and shows, and conducting workshops, drama camps, talent shows, classes, manuscript contests, studios and meetings for professional and aspiring actors, and conducting meetings and presentations that are open to the general public; and

WHEREAS the City desires to contract with LIONHEART to perform management and booking for the Premises;

NOW THEREFORE, in consideration of the amounts set forth herein, the covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. MANAGEMENT: The City hereby retains LIONHEART to manage and maintain the Premises under the terms and conditions as hereinafter set forth for the purposes of producing community theatres and shows, and conducting workshops, drama camps, talent shows, classes, manuscript contests, studios, and meetings for professional and aspiring actors, and conducting meetings and presentations that are open to the general public. In fulfilling its obligation as manager of the Premises, LIONHEART shall make the premises available to third parties for events and shows that fulfill the purposes set forth above.

2. PREMISES: During the term of this agreement, the City shall make the Premises available for performances, workshops, drama camps, talent shows, classes, and meetings conducted by LIONHEART and other production companies, shows or acts booked by *LIONHEART.*

3. BOOKING: LIONHEART shall be responsible for booking all acts, shows and productions to be held at the Premises during the term of this agreement. No company, person, or entity other than the City shall have the right or ability to use the Premises without contracting with LIONHEART.

4. CONTRACTS WITH THIRD PARTIES: LIONHEART will be solely responsible for entering into contracts with third parties for use of the Premises. In every contract with any third party involving the use of the Premises, LIONHEART will include a provision in every such contract with any third party that the parties agree that the City of Norcross is not responsible for any payment or percentage of gross receipts. LIONHEART shall also include a provision in any such contract with third parties that binds the third party to the City to the same extent that LIONHEART is bound to the City.

5. COMPENSATION: LIONHEART will pay $750.00 per month or 10% of the net income received by LIONHEART, whichever is greater. The net income is the total gross income received by LIONHEART minus the cost of paying the third party their respective agreed upon percentage for the act, show, production, workshop, class or other event, and administrative cost. The Compensation due the City shall be subject to review not less than annually and shall be adjusted based on LIONHEART's revenue stream; provided however, that the annually adjustment shall not be more than 15% of the prior years' compensation to the City. Due to the unforeseen consequences of the Covid 19 Pandemic, LIONHEART received reduced payments for a specified period after which payments should have resumed. LIONHEART accumulated back rent of $10,125 but paid a lump sum of $5,000 to the City in July, 2022. To facilitate payment of the remainder of accumulated back rent, LIONHEART will pay no further rent until February 1, 2023, at which time a payment of $5,125 will be due to the City. Beginning in March 2023, LIONHEART will resume payments of $750.00 per month or 10% of the net income received by LIONHEART, whichever is greater.

6. PROMOTION: LIONHEART will be responsible for promoting all of the events and activities held at the Premises and at other venues within the City. Such promotion shall include, but not limited to the following:

    a. LIONHEART shall provide the City with advertising in all playbills,

    b. LIONHEART will be an active member in the Norcross Arts Alliance,

    c. LIONHEART will represent the City at arts events throughout the Metropolitan Atlanta area,

    d. LIONHEART shall provide the City with a schedule of events on a regular basis, and

    e. LIONHEAR shall promote the City as a destination for the arts and City attractions on its website and through LIONHEART's e-mail lists.

7. REPAIRS AND MAINTENANCE: The City shall be responsible for major structural repairs such as roof repair, major plumbing repairs, and maintenance of the HVAC systems on the Premises. LIONHEART shall be responsible for all regular and normal maintenance of the facility such as, but not limited to, standard maintenance of heating and air conditioning systems such as changing of air filters and routine service, dealing with routine plumbing situations such as stopped up toilets, leaking pipes, and routine maintenance such as minor repairs, painting, and upkeep of both the interior and exterior of the facility.

8. UTILITY BILLS: The City shall be responsible for payment of all utility bills associated with the Premises. All building custodial requirements shall be the responsibility of LIONHEART.

9. TERM: The term of this agreement shall begin upon execution of the agreement by both parties and shall run for thirty successive days. Unless thirty days prior written notice of termination is given by either party, this agreement shall automatically renew for a successive period of thirty days until terminated.

10. TERMINATION OF AGREEMENT : The City has the right to cancel this agreement upon giving thirty days written notice with or without cause. LIONHEART shall provide thirty days' notice to the City Manager of its intent to terminate this contract for any reason.

11. PROHIBITION OF ADULT ENTERTAINMENT: LIONHEART acknowledges and agrees that no uses of the Premises will be allowed which could be defined as adult entertainment. Such uses include, but are not limited to, nudity, simulated sexual activities or movies or video production which would require that members of the audience be 18 years or older to view said productions. In the event that any production or event being held at the Premises contains profanity, adult themes or graphic violence LIONHEART shall be responsible for providing an appropriate warning to patrons in all advertisement and promotion of such event or production. Violation of this provision shall be grounds for immediate termination of this agreement.

12. CITY USE OF FACILITIES: LIONHEART shall cooperate with the City in the scheduling of any City events at the Premises that do not conflict with a previously scheduled event.

13. CITY'S ACCESS: City shall have the right to enter the Premises at all reasonable times to make repairs or to perform any necessary maintenance or for any reason.

14. ALTERATIONS AND ADDITIONS: LIONHEART shall not make any structural alterations, improvements , modifications , or additions within, on, or about the Premises without the prior written consent of City. To the extent that City may consent or agree in writing to any structural or non-structural modifications, alterations, or additions within, on or about the Premises, LIONHEART acknowledges that any such alterations, modifications, or additions shall be at LIONHEART sole expense and LIONHEART shall pay all bills for labor and material incurred in connection therewith and LIONHEART shall permit no materialmen 's or supplier's lien to be levied, claimed, or filed against the premises, the real property upon which such premises in situate or any part or portion thereof. In the event of the filing of any such lien, LIONHEART shall take such action as may be required to cause

said lien to be removed, cancelled, or satisfied as respects the LIONHEART and the real property on which it is situate. LIONHEART understands and agrees that any and all structural alterations, modifications, or additions made within, on or about the Premises shall become permanent fixtures and shall not be removable *by* LIONHEART on the normal termination or prior termination of this agreement as provided for herein in this Agreement.

15. DESTRUCTION OF OR DAMAGE TO PREMISES: If the premises are totally destroyed by storm, fire, lightning, earthquake, or other casualty, or so substantially damaged as to make the terms of this agreement impossible by reason of such causes, this agreement shall terminate as of the date of such destruction or damage.

16. INSURANCE: LIONHEART shall, at its expense, procure and throughout the time that this Management Agreement is in force, maintain the following insurance:

    Comprehensive Public Liability Insurance (also known as General Liability Coverage), on an occurrence basis with minimum limits of liability of not less than One Million Dollars ($1,000,000.00) for bodily injury, personal injury, death and medical payments to any one person and Two Million Dollars ($2,000,000.00) for bodily injury, personal injury or death to more than one person and Five Hundred Thousand Dollars ($500,000 .00) for damage to property.

17. INDEMNITY: LIONHEART shall indemnify and save harmless the City from and against any and all loss, cost (including reasonable attorney's fees), damage, expense and liability (including statutory liability and liability arising under the Workmen's Compensation Laws) in connection with any and all claims (including claims arising from the condition of the agreement premises or of any driveway, sidewalk, or parking lot on or adjacent to the agreement Premises) for damages as a result of injury or death of any person or property damage to any property sustained by:

    A. LIONHEART its partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees, regardless and irrespective of the cause of such claims for damages; and

    B. All other persons, including City's agents and employees, if such injury, death or property damage arises from or in any manner grows out of any act or neglect on or about the Premises (including any driveway, sidewalk, or parking lot adjacent to the Northeast side of the Premises) by LIONHEART or any LIONHEART partners, agents, employees, customers, invitees, contractors, and subcontractors, their partners, agents, and employees, or which arise from or in any manner grow out of any defect in any undertaking hereunder by LIONHEART or any failure of LIONHEART to comply with the provisions of this agreement.

    C. In the event that any action or proceeding is brought against City by reason of any such claim, then LIONHEART upon notice from City, shall defend

Attachment: Management Agreement with Lionheart Theatre Company (24-6998 : Modification of Lionheart Management Agreement to Facilitate

such action or proceeding at LIONHEART cost, and LIONHEART shall pay all costs and attorney's fees and any judgment or decree and interest thereon which may be entered against City. The obligations imposed on LIONHEART by this Paragraph No. 16 accruing prior to any termination of the initial or any subsequent term of this agreement shall survive such termination.

18. GOVERNMENTAL ORDERS : LIONHEART agrees, at its sole expense, to promptly comply with all federal, state, and local laws, rules and regulations, including compliance with the City of Norcross's Code and Zoning regulations. LIONHEART further agrees to comport with the requirements of any legally constituted public authority made necessary by reason of LIONHEART, occupancy or management of the Premises.

19. REMOVAL OF FIXTURES – CONDITION OF PREMISES ON TERMINATION: LIONHEART may (if not in default hereunder) prior to the expiration of this Agreement, or any extension or renewal hereof, remove all fixtures and equipment which LIONHEART has placed in the premises, provided LIONHEART repairs all damage to premises caused by such removal. Not later than the last day of the term hereof, or any renewal or extension of the term hereof, LIONHEART shall, at LIONHEART expense, remove all of LIONHEART personal property and improvements which have not become the property of City, repair all injury done by or in connection with the installation or removal of said property and improvements and surrender the Premises to City in substantially the same condition as the Premises were in when received by LIONHEART reasonable wear and tear, damage by fire, casualty or other cause not due to the misuse or neglect by LIONHEART its partners, customers, invitees, agents, employees, or licensees excepted.

20. All property of LIONHEART remaining on or in the Premises upon the termination of this agreement shall be conclusively deemed "Abandoned" and may be removed by City and LIONHEART shall reimburse City for the cost of such removal. City may have any such property stored at LIONHEART risk and expense or City may dispose of such property in any manner City deems desirable without any liability whatsoever to LIONHEART The obligations imposed upon LIONHEART by this paragraph shall survive the termination of this agreement.

21. EFFECT OF TERMINATION: No termination of this agreement prior to the normal ending thereof, by lapse of time or otherwise, shall affect City's right to enforce the provisions of this agreement for obligations that arose prior to termination.

22. RIGHTS CUMULATIVE: All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

23. WAIYER OF RIGHTS : No failure of City to exercise any power given City hereunder, or to insist upon strict compliance by LIONHEART with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of City's right to demand exact compliance with the terms hereof.

24. TIME OF ESSENCE : Time is of the essence of this agreement.

25. SIGNS: No sign, billboard, or other advertising may be placed on the premises or the building which is located on the premises, or on the grounds outside the Premises by LIONHEART without City's prior written approval. The City reserves the right to approve the size, and style set forth on any such sign and City shall have the right to specify and designate wherein any such sign shall be placed with reference to the Premises as well as the and method of installation of any such sign.

26. OUTSIDE STORAGE: LIONHEART agrees that there is to be no outside storage of supplies or materials except as permitted by the Zoning Ordinances of the City of Norcross for the zoning classification of the premises. This paragraph is of utmost. importance and must be strictly adhered to.

27. APPLICABLE LAW: The parties hereto acknowledge and agree that this Agreement shall be governed and interpreted in accordance with the laws of the State of Georgia.

28. LEGAL RESTRICTIONS: This Agreement is subject to any requirements and limitations as provided by the City Charter, the laws of the State of Georgia, the laws of the United States, and all applicable local, state, or federal regulations as they apply to the City of Norcross or its properties. Such limitations shall include, but not be limited to, the ability of the City Council to bind any future City Councils as to prevent free legislation in matters of municipal government, and any provisions of the Georgia Constitution that prohibit the granting of gratuities by local government.

29. RESTRICTIVE COVENANT: The City has agreed to the terms of this Agreement because it believes that the location of a venue promoting the arts in its downtown area is essential to draw patrons to the downtown area and build support for its downtown redevelopment projects.

[signatures on following page]

Attachment: Management Agreement with Lionheart Theatre Company (24-6998 : Modification of Lionheart Management Agreement to Facilitate

IN WITNESS WHEREOF, the Parties have executed this Agreement under their hands and seals, the day and year first above written.

CITY OF NORCROSS, GEORGIA:

BY: Cy Newton

TITLE: Mayor

ATTEST:

BY: Monique Ivey

TITLE: City Clerk

LIONHEART THEATRE COMPANY, INC

BY: Tanya Gilmer

TITLE: Artistic Director

ATTEST:

BY: _____

TITLE: _____

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Attachment: Management Agreement with Lionheart Theatre Company (24-6998 : Modification of Lionheart Management Agreement to Facilitate

Dear Mayor and Council,

The opportunity has presented itself that a classroom/business office may now be available for permanent rental in the Community Center.

As we have discussed at past meetings, Lionheart needs a permanent room downstairs to use for various events. The room would be used for rehearsals, meetings, read-throughs of plays in production, auditions, classes, dressing rooms, camps, and some storage.

Lionheart has grown by leaps and bounds and is currently bursting at the seams with attendance for shows and requests for more educational classes for all ages and youth drama camps.

I would like to propose to The Council that we increase our overall monthly rent from **$750** per month for the theatre to **$1000** per month to include this room.

Having this additional space will be a game changer for us.

Not only will we have our own space in the same building as our theatre, but we will also not have to worry when scheduling around other Community Center rentals. If you have been downstairs on a weeknight, you can see just how busy they are.

Please consider this opportunity for us so we can bring community theatre, drama camps and theatre education to an expanding audience to continue serving our Norcross community.

Thank you,

Tanya Gilmer
Founder & Producing Artistic Director
The Lionheart Theatre Company

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

City of Norcross

Legislation Details (With Details)

File #:	24-7001	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/3/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Centro Norcross Mural Installation		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Centro Norcross Mural Installation
2. Mural Proposal 1
3. Mural Proposal 2 - Recommended Mural
4. Upper Westside Murals Website

Title
Centro Norcross Mural Installation

Drafter
Sonia Lopez

Motion
A motion to Approve/Deny the painting of Mural Proposal 2 on the wall of Clean Wave Laundry located in the Centro Norcross Plaza at 5720 Buford Highway, with all associated costs to be financed by King Retail Group.

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

Agenda Report

To: Mayor and Council

From: Sonia Lopez, Norcross Public Arts Commission

Meeting Date: June 3, 2024 – Mayor and Council

Item No.: 24-7001

Title: Centro Norcross Mural Installation

CC: Eric Johnson, City Manager

Recommendation

Approve the painting of a mural on the wall of Clean Wave Laundry located in the Centro Norcross Plaza at 5720 Buford Highway, with all associated costs to be financed by King Retail Group.

Background

The owner of Centro Norcross, King Retail Group, has expressed interest in painting a mural on the outer wall next to Clean Wave Laundry in the Centro Norcross Plaza.

The owner is committed to covering 100% of the associated costs.

An artist has already been identified to complete the mural, Ms. Lenia Castro of Upper Westside Murals, and has produced two concept designs for consideration.

Consistent with Comprehensive Plan?

1. Continues to define Norcross' sense of place

Financial Impact

There is no financial impact on the city. King Retail Group will finance this project in its entirety.

Attachment: Agenda Report - Centro Norcross Mural Installation (24-7001 : Centro Norcross Mural Installation)

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

Attachments

Mural Proposal 1

Mural Proposal 2 - Recommended Mural

Upper Westside Murals Website

Next Steps

Share Mayor & Council's feedback with King Retail Group and artist for consideration.

Commence with mural painting.

Update

As per Council's feedback, staff reached out to Gwinnett County to inquire about painting over/around the FDC sign.

Gwinnett County approved moving forward with the mural with a reminder that the FDC sign must not be painted over.

Attachment: Agenda Report - Centro Norcross Mural Installation (24-7001 : Centro Norcross Mural Installation)

NORCROSS
FDC
OPEN FRO
6AM
12AM

NORCROSS
OPEN FRO
6AM
12AM

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

City of Norcross

Legislation Details (With Details)

File #:	24-7002	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/3/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Award of Contract for Replacement of Pergola Structures		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Award of Contract for Replacement of Pergola Structures
2. RFP PWUP 24-04 - Replacement of Pergola Structures
3. Responsive Proposals
4. Evaluation Worksheet
5. DRAFT Contractual Agreement between CGS, LLC and the City of Norcross

Title
Award of Contract for Replacement of Pergola Structures

Drafter
Michael Jones

Motion
A motion to Approve/Deny a contract between the City of Norcross and CGS, LLC. For replacement of pergola structures at Lillian Webb Park at a cost of $38,329.21, to be funded by 2017 SPLOST.

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

Agenda Report

To: Mayor and Council

From: Michael Jones, Parks Superintendent

Meeting Date: June 3, 2024 – Mayor and Council

Item No.: 24-7002

Title: Award of Contract for Replacement of Pergola Structures

CC: Eric Johnson, City Manager

Recommendation
Approve contract between the City of Norcross and CGS, LLC. For replacement of pergola structures at Lillian Webb Park.

Background
Two existing pergola structures in Lillian Web Park have been identified as needing replacement due to safety concerns. The two structures have been vandalized and misused (swings), and the structure is splitting/cracking. Replacing the existing cedar wood structures with steel structures will ensure durability and extend the life of the replacement structures.

After issuance of RFP and evaluation of proposals received, CGS, LLC. scored the highest.

Financial Impact
$38,329.21

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

1. Continues to define Norcross' sense of place.

Next Steps
Finalize and execute contract for Summer 2024 completion date.

Attachment: Agenda Report - Award of Contract for Replacement of Pergola Structures (24-7002 : Award of Contract for Replacement of

Attachments
RFP PWUP 24-04 – Replacement of Pergola Structures
Responsive Proposals
Evaluation Worksheet
DRAFT Contractural Agreement between CGS, LLC and the City of Norcross

Update
N/A

Attachment: Agenda Report - Award of Contract for Replacement of Pergola Structures (24-7002 : Award of Contract for Replacement of

City of Norcross

Department of Public Works, Utilities & Parks

REQUEST FOR PROPOSALS
REPLACEMENT OF PERGOLA STRUCTURES
RFP PWUP 24-05

Attachment: RFP PWUP 24-04 - Replacement of Pergola Structures (24-7002 : Award of Contract for Replacement of Pergola Structures)

City of Norcross
Department of Public Works, Utilities & Parks

REQUEST FOR PROPOSALS
REPLACEMENT OF PERGOLA STRUCTURES
RFP 24-05

INSTRUCTIONS:

The proposal package should be clearly marked "**RFP PWUP 24-05 – REPLACEMENT OF PERGOLA STRUCTURES"** on its face and submitted by **April 19, 2024, at 11:00 a.m**. to the address below. Please submit two printed copies and one electronic copy (USB) of your RFP package to:

Christabel Ghansah
Capital Projects Manager
City of Norcross – PWUP Department
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information. Clearly mark name and address on the proposal packet.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at procurement@norcrossga.net by **March 29, 2024, at 5:00 p.m.**

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

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

We appreciate your interest in the City of Norcross!

Attachment: RFP PWUP 24-04 - Replacement of Pergola Structures (24-7002 : Award of Contract for Replacement of Pergola Structures)

RFP/RFQ CHECKLIST

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

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. _____ **Note the City of Norcross' staff member's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFP/RFQ and is an excellent source of information for any questions you may have.

3. _____ **Attend the Pre-Proposal webinar** if one is offered, these conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/RFQ.

4. _____ **Take advantage of the "question and answer" period.** Submit your questions by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP/RFQ. All addenda issued for this RFP/RFQ will be posted on the City's website and will include all questions asked and answered concerning the RFP/RFQ.

5. _____ **Follow the format required in the RFP/RFQ** when preparing your response. Provide point- by-point responses to all sections in a clear and concise manner.

6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the City or Evaluation Committee will know what your capabilities are or what items/services you can provide, even if you have previously contracted with the City. Evaluations are based solely on the information and materials provided in your response.

7. _____ **Use the forms provided**, i.e., reference form, sample budget form, certification forms, etc..

8. _____ **Check the City website for RFP/RFQ addenda.** Before submitting your response, check the City website at https://www.norcrossga.net/bids.aspx to see whether any addenda were issued for the RFP/RFQ.

9. _____ **Review and read the RFP/RFQ document again** to make sure that you have addressed all requirements.

10. _____ **Submit your response on time.** Note all the dates and times listed and be sure to submit all required items on time. Late and incomplete responses are never accepted.

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

1.0 INTRODUCTION

The City of Norcross, Department of Public Works, Utilities & Parks is requesting proposals to replace two pergola structures at Lillian Webb Park with steel structures.

The vendor shall include in their RFP response details about their ability to supply and install the specific types of pergola structures matching specifications listed in this RFP.

PROJECT SCOPE

Location address:
Lillian Webb Park
5 College street
Norcross, GA 30071

Description
- Install (2) custom 9’ x 25’ cantilevered steel trellises with quad columns similar to existing structure
- Match same coating color as existing structure

Design Criteria
Structure shall be designed to be free-standing, open-air trellis in conformance with all applicable building code.

Frame
All structural framing of the trellis shall be structural tube steel with end caps to form a clean, neat appearance with no place for birds to nest or small animals to roost. The compression ring shall be structural steel plate. Since all connections will bolt together, field welding shall not be required. Bolts shall be concealed within the tubing when possible.

1.1 SCHEDULE OF EVENTS

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

1.2 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

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

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

Attachment: RFP PWUP 24-04 - Replacement of Pergola Structures (24-7002 : Award of Contract for Replacement of Pergola Structures)

1.3 PROPOSAL SUBMISSION INSTRUCTIONS

1. **Introduction** – Establishing basic information.
   a. **Cover Letter –** Indicating interest and identifying a point of contact
      i. Please include name, title, email address, phone number, etc.
   b. **Firm Information –** Including office locations, size, etc.
   c. **Organizational Chart –** Showing team structure and personnel

2. **Experience & Qualifications –** Showing proof of understanding and ability to perform scope of work
   a. **Resumes –** Resumes for key personnel
   b. **Portfolio** of 3-5 past work completed (or in progress) of similar scope and certifications if applicable
   c. **Project plan –** including implementation plan and timeline

3. **References –** Please use attached reference form

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

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

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

4. **Cost Proposal –** In a separate envelope

1.4 EVALUATION CRITERIA

The proposal evaluation will be made on the following criteria:

Evaluation Criteria	**Max Score**
Experience & Qualifications	50
Cost Proposal	30
References	15
Compliance with submission guidelines	5
Total	**100**

<u>The City reserves the right to interview top-scoring firms</u>.

Attachment: RFP PWUP 24-04 - Replacement of Pergola Structures (24-7002 : Award of Contract for Replacement of Pergola Structures)

2.0 GENERAL CONDITIONS

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

2.1 QUALIFICATIONS

2.1.1 Proposals will be considered only from experienced and well-equipped Vendor(s) engaged in work of this type and magnitude.

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

2.1.3 Proposers must provide their own materials and labor for this contract.

2.2 AUTHORITY TO SIGN

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

2.3 RIGHTS RESERVED

2.3.1 The City of Norcross reserves the right to reject any or all proposals, to waive informalities or to re-advertise. It is understood that all proposals are made subject to this agreement, and that City of Norcross reserves the right to decide which proposal(s) it deems the most qualified. In arriving at this decision, full consideration will be given to the experience and qualifications of the Proposer, work of this type successfully completed and past performance with the City of Norcross.

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

2.4 AWARD OF CONTRACT

2.4.1 The contract will be awarded to the most qualified firm whose proposal will provide the best value and be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.

2.4.2 Prior to award of the Contract, the successful Proposer will be required to submit a schedule to the City, demonstrating the Proposer's ability to commence and proceed in a timely manner. A Proposer's failure to demonstrate the ability to proceed as required may result in contract cancellation.

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

2.5 PRODUCTION REQUIREMENTS

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

2.6 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

2.6.1 Payment shall be provided based on the cost schedule provided in Vendor's response. Vendor shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to the Parks Superintendent, Michael Jones via email at michael.jones@norcrossga.net

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

2.6.2 The City shall retain a maximum of 10% of each progress payment; provided, however, when 50% of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage. At the discretion of the City and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes their work.

2.7 NON-COLLUSION

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

2.8 MATERIALS

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

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

2.9 CONTRACT REQUIREMENTS

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

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

2.9.1.1.2 Provide Insurance Certificates as specified in the RFP documents.

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

2.10 SCHEDULE

2.10.1 Schedule: The Vendor shall provide to the Parks Superintendent a schedule of activities at micheal.jones@norcrossga.net**.** The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents and/or businesses.

APPENDIX A

RFP PWUP 24-05

SCHEDULE OF EVENTS

Release of RFP	March 19, 2024, at 11:00 a.m.
Deadline for Written Questions	March 29, 2024, at 5:00 p.m.
Proposals Due	April 19, 2024, at 11:00 a.m.
Proposal Evaluation	May 2024
Contract Award (On/about)	July 2024

APPENDIX B

RFP PWUP 24-05

REFERENCES

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

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

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

Attachment: RFP PWUP 24-04 - Replacement of Pergola Structures (24-7002 : Award of Contract for Replacement of Pergola Structures)

APPENDIX C

RFP PWUP 24-05

CURRENT STATE OF PERGOLA STRUCTURES

Figure 1 - Pergola Structure

Figure 2 - Pergola Base

Figure 3 - Damaged Swing

APPENDIX D

RFP PWUP 24-05

COST PROPOSAL

In a separate envelope, please include a cost proposal.

Attachment: RFP PWUP 24-04 - Replacement of Pergola Structures (24-7002 : Award of Contract for Replacement of Pergola Structures)

APPENDIX E

RFP PWUP 24-05

PACKET CHECKLIST

PROJECT: _____

DATE: _____

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

_____ Packet Checklist (attached to proposal package)

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

_____ Certificate of Liability Insurance

_____ E-Verify Contractor & SAVE Affidavits

_____ Mail or deliver to:

Christabel Ghansah
Capital Projects Manager
City of Norcross – PWUP Department
345 Lively Avenue
Norcross, GA 30071

Attachment: RFP PWUP 24-04 - Replacement of Pergola Structures (24-7002 : Award of Contract for Replacement of Pergola Structures)

City of Norcross
345 Lively Avenue
Norcross, GA 30071

PW Department

COMPOSITE SCORES AND RANKING

RFP No.: PWUP 24-05

RFP Title: REPLACEMENT OF PERGOLA STRUCTURES

EVALUATORS' TOTAL SCORES

RESPONSIVE PROPOSERS	Evaluator 1	Evaluator 2	Evaluator 3	Average	Price	Total	RANKING
CGS	54.00	65.00	70.00	63.00	30.00	93.00	1
The Yanover Group	38.00	25.00	50.00	37.67	15.06	52.72	3
Crown Service Contractors	65.00	70.00	69.00	68.00	7.69	75.69	2

CONTRACT BETWEEN CGS, LLC AND THE CITY OF NORCROSS FOR THE REPLACEMENT OF PERGOLA STRUCTURES

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Attachment: DRAFT Contractual Agreement between CGS, LLC and the City of Norcross (24-7002 : Award of Contract for Replacement of

Agreement for Replacement of Pergola Structures

This Agreement, made and executed as of the_____day of_____, 2024 by and between_____with a place of business at _____(hereinafter called "Consultant") and **the City of Norcross, Georgia,** having its principal place of business at 65 Lawrenceville St., Norcross, Georgia (hereinafter called "Client"), collectively referred to herein as "Parties", provides as follows:

ARTICLE 1 – GENERAL OBLIGATIONS OF CONSULTANT

The description of the Client's project (The "Project") and the Scope of Services as they relate to the replacement of pergola structures at Lillian Webb Park (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Consultant received on **April 19, 2024** (the "Proposal"). The Proposal is made a part of this Agreement by reference. The Proposal includes the scope of services which complies with the requirements of the Request for Proposal (RFP PWUP 24-05).

ARTICLE 2 – COMPENSATION

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

ARTICLE 3 – PAYMENTS

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

ARTICLE 4 – PERIOD OF SERVICE

The Consultant shall make reasonable efforts to complete its services for the project within the time period set forth in the RFP.

ARTICLE 5 – CHANGE IN SCOPE OF SERIVCES

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

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

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

ARTICLE 6 – STANDARD OF CARE

A. Consultant shall perform the services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of *[the execution of this Agreement, submission to building authorities, or other appropriate date].* Changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

B. Following completion of its Services, if the Services provided hereunder do not conform to the applicable Standard of Care, and the same is reported to Consultant by Client in writing promptly after recognition thereof, Consultant shall, at no cost to Client, furnish all remedial services required, to the extent caused by Consultant's negligence therewith as soon as reasonably possible after receipt of such report from Client.

ARTICLE 7 – INDEMNIFICATION

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

ARTICLE 8 – LIMITATION OF LIABILITY

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

ARTICLE 9 – INSURANCE

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

ARTICLE 10 – RELATIONSHIP OF CONSULTANT TO CLIENT

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

ARTICLE 11 – PERSONNEL

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

Attachment: DRAFT Contractual Agreement between CGS, LLC and the City of Norcross (24-7002 : Award of Contract for Replacement of

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

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

ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

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

ARTICLE 13 – PERMITS AND LICENSES

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

ARTICLE 14 – ADHERENCE TO LAWS

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

ARTICLE 15 – NONDISCOLSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

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

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

D. The nondisclosure obligations pertaining to Primary and Secondary data shall terminate three years from date Consultant's association with this project terminates. Those closure obligations shall not apply to any data which:

1. Was known to the Consultant (and previously unrestricted) before disclosure of primary data to Consultant under this Agreement or before generation of secondary data;
2. Is subsequently acquired by the Consultant from a third party who was not in default of any obligation restricting the disclosure of such information; or
3. Is subsequently available or becomes generally available to the public.

E. Notwithstanding this non-disclosure obligation, Consultant may nevertheless draw upon its experience in its future association with other Clients.

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

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

ARTICLE 17 – FORCE MAJEURE

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

ARTICLE 18 – PROJECT DELAY

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

ARTICLE 19 – [RESERVED]

ARTICLE 20 – GOVERNING LAW

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

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

A. Client and Consultant understand and appreciate that their long-term mutual interests will be best served by affecting a rapid and fair resolution of any claims or disputes which may arise out of this Agreement. Therefore, both Parties agree to use their best efforts to resolve all such disputes as rapidly as possible on a fair and equitable basis. Towards this end, both Parties agree to develop and follow a process for presenting, rapidly assessing, and settling claims on a fair and equitable basis.

B. Any dispute or claim arising under this Agreement cannot be resolved by the project managers for the Parties within thirty (30) days after they identified the problem, the Parties agree that either of them may refer the matter to a panel consisting of one (1) executive from each party not directly involved in the claim or dispute for review on resolution. A copy of the Agreement, agreed upon facts (and areas of disagreement), and coincides summary of the basis for each side's contentions will be provided to both executives who shall review the same, confer, and attempt to reach a mutual resolution of the issue.

C. If the dispute cannot be resolved under the process set forth in Section B, the Parties may elect to resolve the dispute through non-binding mediation. If mediation is to be utilized, the Parties shall select a single unrelated but qualified Mediator who shall hold a hearing (not to exceed half a day) during which each party shall present its version of the facts (support, if desired, by sworn, written testimony, and other relevant documents), its assessment of damages, and its argument periods. The Parties shall provide the Mediator with copies of all documents provided to their senior executives under Section B at least ten (10) days prior to the scheduled date of the mediation hearing. The Parties may also provide the Mediator with copies of any laws or regulations that they feel are relevant to the dispute. A copy of the Agreement and any disputed purchase orders will be provided to the Mediator. Formal written arguments, legal memorandum, and live testimony are discouraged but may be permitted at the discretion of the Mediator. Both Parties agree to make any involved employees or documents available to the other party for its review and use in preparing its position under this clause without the need for subpoena or other court order.

D. Following the mediation, the Mediator will meet with both Parties and provide each of them, on a confidential basis, with his/her views of the strengths and weaknesses of their respective positions. The Parties will then reconvene and, with the assistance of the Mediator, attempt to resolve the matter. If the Parties cannot achieve resolution on the day of the mediation hearing or within forty-eight (48) hours thereafter, the Mediator will within fifteen (15) additional days issue a written non-binding decision on the issue.

E. If the matter has not been resolved utilizing the processes set forth above and the Parties are unwilling to accept the non-binding decision of the Mediator, either or both Parties may elect to pursue resolution through litigation. In the event of any litigation between the Parties, it is agreed and stipulated that the case shall be heard and decided by the court, without a jury.

F. The costs of the Mediator shall be borne equally by the Parties. Each Party will bear its own cost of mediation.

ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS

A. All work shall be completed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

B. Consultant may at its discretion engage subcontractors to perform work hereunder provided Contractor shall promptly and fully pay said subcontractor and, in all instances, remain responsible for the proper completion of this contract.

C. Contractor agrees to carry and pay for all workers compensation, public liability, property damage, unemployment compensation insurance and payroll taxes as required by law. Contractor warrants it is insured for injury to its employees and others working on the project through a worker's compensation policy. Contractor further warrants it maintains a comprehensive liability policy insuring against any damages or claims as a result of the acts of the Contractor or its employees and subcontractors in the amount of one million dollars ($1,000,000) per occurrence. Contractor shall supply current declaration pages for such insurance at the execution of this Agreement.

D. Contractor shall at its own expense obtain all permits necessary for the work to be performed.

E. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or unavailability of materials.

F. Contractor warrants all work for a period of twelve (12) months following completion and shall replace and/or repair any faulty or defective work or material including trees and plant materials.

G. Contractor has familiarized itself with the nature and extent of the Agreement, work, locality, and with all local conditions and Federal, State, and Local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work. Contractor is aware that it must be licensed to do business in the State of Georgia.

H. No assignment by Contractor of any rights under or interests in the Agreement will be binding on the other Party hereto without the written consent of the Party sough to be bound.

I. The Contractor further represents as follows:

ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS

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

To Consultant		To Client	
Original to:	_____	Original to:	_____
Position:	_____	Position:	_____
Address:	_____	Address:	_____
	_____		_____
Copy to:	_____	Copy to:	_____
Position:	_____	Position:	_____
Address:	_____	Address:	_____
	_____		_____

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

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

ARTICLE 24 – MISCELLANEOUS

A. *Waiver*. Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limits, or waive such Parties' rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.

B. *Severability*. Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

C. *Rights and Remedies*. The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the services performed by the Consultant here under are the exclusive remedies of the Parties.

D. *Transfer of Ownership*. client represents that either it is the sole owner of the facilities which are the object of the services or that is authorized to bind and does bind all owners of such facilities to the releases and limitations of liability set forth in this Agreement. client further agrees that any future recipient of any interest in the facilities and the services will be bound by such releases and limitations of liability such that the total aggregate liability of consultant to client and such recipients shall not exceed the limits of liability set forth in this Agreement.

E. *Publicity*. Neither of the Parties shall make any press release, news disclosure or other advertising related to the project that includes the name of the other party without first obtaining the written approval of the other party.

F. *Entirety of Agreement*. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

Attachment: DRAFT Contractual Agreement between CGS, LLC and the City of Norcross (24-7002 : Award of Contract for Replacement of

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

Consultant		Client	
By:	_____	By:	_____
Title:	_____	Title:	_____

APPENDIX A – SCOPE OF SERVICES FOR REPLACEMENT OF PERGOLA STRUCTURES

APPENDIX B – COMPENSATION FOR REPLACEMENT OF PERGOLA STRUCTURES

* Please note that appendices A & B are extracted from the CGS, LLC's proposal.

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

City of Norcross

Legislation Details (With Details)

File #:	24-7003	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/3/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Award of Contracts for On-Call Professional Engineering & Design Services		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Award of Contracts for On-Call Professional Engineering & Design Services
2. RFQ PWUP 24-02 - On-Call Professional Engineering & Design Services
3. Responsive Proposals - Award of Contracts for On-Call Professional Engineering & Design Services
4. Evaluation Worksheet & On-Call List
5. DRAFT Contract

Title
Award of Contracts for On-Call Professional Engineering & Design Services

Drafter
Len Housley

Motion
A motion to Approve/Deny contracts for several firms to provide a number of on-call professional engineering & design services.

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

Agenda Report

To: Mayor and Council

From: Len Housley, Public Works Director

Meeting Date: June 3, 2024 – Mayor and Council

Item No.: 24-7003

Title: Award of Contracts for On-Call Professional Engineering & Design Services

CC: Eric Johnson, City Manager

Recommendation
Approve contract for several firms to provide a number of on-call professional engineering & design services.

Background

Initial contracts signed in 2021 were renewed annually with the most recent amendments expiring March 1, 2024. After issuance of the RFQ and evaluation of technical submissions, several firms met the minimum score (75 points) to be considered.

Financial Impact

Funding is accounted for in FY24. Professional services is standard line item.

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. Ensures that Norcross Residents have a Variety of Attainable, Quality Housing Options

Next Steps
Finalize and execute contracts.

Attachments
RFQ PWUP 24-02 – On-Call Professional Engineering & Design Services
Responsive Proposals
Evaluation Worksheet & On-Call List
DRAFT Contract

Update
N/A

City of Norcross

Public Works, Utilities & Parks Department

REQUEST FOR STATEMENT OF QUALIFICATIONS
ON-CALL PROFESSIONAL ENGINEERING & DESIGN SERVICES
RFQ PWUP 24-02

City of Norcross
Public Works, Utilities & Parks Department

REQUEST FOR STATEMENT OF QUALIFICATIONS
ON-CALL PROFESSIONAL ENGINEERING & DESIGN SERVICES
RFQ PWUP 24-02

INTRODUCTION & OVERVIEW:

The City of Norcross is soliciting qualifications from qualified professional firms experienced in and able to provide on-call general engineering services (Traffic Engineering and Road/Drainage Design, Site Development Engineering & Landscape Architecture, Surveying, Environmental Engineering, Geotechnical Engineering and Materials Testing, Architectural Design & Structural Engineering), which will be needed on an as-needed basis on City projects. The City seeks multiple firms to provide engineering services, management, support, and oversight to coordinate, plan, direct, control, and perform the scope of work listed below. Interested firms shall provide qualified and experienced technical and professional personnel to perform duties and responsibilities as assigned.

This Request for Qualifications (RFQ) is an invitation by the City of Norcross for consultants to submit an offer, which shall be subject to evaluation and subsequent discussion(s). All prospective consultants will be afforded full opportunity to submit responses to this RFQ by submitting in the form and manner as indicated in this RFQ their interests, complete details on how they would provide the services, statements of experience and costs to provide the services, along with other requested information.

The statement of qualifications package should be clearly marked "**RFQ PWUP 24-02 – ON-CALL PROFESSIONAL ENGINEERING & DESIGN SERVICES**" on its face and submitted by **11:00 a.m. on March 1, 2024**, to the address below. Please submit two printed copies and one electronic copy (USB) of your RFQ package to:

City of Norcross – PWUP
345 Lively Avenue
Norcross, GA 30071
RFQ 24-04 – ON-CALL PROFESSIONAL ENGINEERING & DESIGN SERVICES
Attn: Christabel Ghansah, Capital Projects Manager

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to procurement@norcrossga.net by **5:00 p.m. on February 16, 2024**.

No submission will be received or accepted after the above specified date and time. Submissions received after the designated date and time will be deemed invalid and returned unopened to the firm. No submission may be withdrawn within thirty (30) days after the deadline and all submissions shall remain firm during this period. Requests for withdrawals must be submitted in writing.

We appreciate your interest in the City of Norcross!

RFP/RFQ CHECKLIST

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

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. _____ **Note the City of Norcross' staff member's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFP/RFQ and is an excellent source of information for any questions you may have.

3. _____ **Attend the Pre-Proposal webinar** if one is offered, these conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/RFQ.

4. _____ **Take advantage of the "question and answer" period.** Submit your questions by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP/RFQ. All addenda issued for this RFP/RFQ will be posted on the City's website and will include all questions asked and answered concerning the RFP/RFQ.

5. _____ **Follow the format required in the RFP/RFQ** when preparing your response. Provide point- by-point responses to all sections in a clear and concise manner.

6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the City or Evaluation Committee will know what your capabilities are or what items/services you can provide, even if you have previously contracted with the City. Evaluations are based solely on the information and materials provided in your response.

7. _____ **Use the forms provided**, i.e., reference form, sample budget form, certification forms, etc..

8. _____ **Check the City website for RFP/RFQ addenda.** Before submitting your response, check the City website at https://www.norcrossga.net/bids.aspx to see whether any addenda were issued for the RFP/RFQ.

9. _____ **Review and read the RFP/RFQ document again** to make sure that you have addressed all requirements.

10. _____ **Submit your response on time.** Note all the dates and times listed and be sure to submit all required items on time. Late and incomplete responses are never accepted.

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

CITY OF NORCROSS STATEMENT OF QUALIFICATIONS LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Statement of Qualifications (RFQ) for which prices have been set. The price or prices offered herein shall apply for the period stated in the RFQ.

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

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

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

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

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

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

Phone Number _____ Email Address _____

CITY OF NORCROSS DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Norcross officials/employees.

Please complete this form and return it part of your RFQ package.

Name of Company _____

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

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

_____

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

Amount/Value	Description
_____	_____
_____	_____
_____	_____

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

_____ _____

_____ _____

1.0 INTRODUCTION

1.1 PURPOSE OF PROCUREMENT

The City of Norcross seeks design-consulting firms to provide professional engineering, planning, and landscape architectural related services for an annual on-call professional services consulting agreement. Services provided under the on-call professional engineering and design services agreement could include the following disciplines.

- **Traffic Engineering and Road/Drainage Design**
- **Site Development Engineering & Landscape Architecture**
- **Surveying**
- **Environmental Engineering, Geotechnical Engineering and Materials Testing**
- **Architectural Design**
- **Structural Engineering**

The City intends to select multiple consulting firms through the qualification-based process and intends to execute on-call consulting agreements (with annual renewal options not to exceed 3-years) with the selected firms for services to be provided. The City reserves the right to assign project task orders as the City desires to the selected firms. The selected consultants will work with and coordinate with the City of Norcross Public Works, Utilities and Parks department and the Community Development department throughout the life of the program. Selected firms will be expected to provide services in accordance with the project schedule established by the City of Norcross.

1.2 SCOPE OF SERVICES

1.2.1 Description of Tasks

The scope and services for each project may vary. It is expected that certain projects may require specialized tasks to be performed by sub-consultants. The following list of services, while not an exhaustive list, is provided to demonstrate the types of services that may be requested from the selected design consultants:

- Surveying
- Collection of traffic counts and preparation of traffic studies
- Assisting with public information meetings
- Environmental studies
- Greenspace Design
- Sidewalk Design
- Interior Renovations
- Park Amenity Architecture

Attachment: RFQ PWUP 24-02 - On-Call Professional Engineering & Design Services (24-7003 : Award of Contracts for On-Call Professional

- Permitting services including Erosion, Sedimentation, and Pollution Control Plans, environmental permits (wetlands, state waters buffers, etc.), FEMA floodplain map revisions
- Streetscape/Landscape Architecture services
- Bridge/culvert and retaining wall design services
- Hydraulic and Hydrological Studies
- Geotechnical Studies (Bridge Foundation Investigation, Soil Survey)
- Bid Document Preparation and Bid Assistance
- Other services as authorized by the City of Norcross

1.2.2 General Information

1. It is extremely important that project schedules be met. Only those firms or teams with the necessary resources and a commitment to complete all work on schedule should submit a Statement of Qualifications (SOQ).

2. City of Norcross will expect to liaise with a single project manager representing the prime consultant firm and the sub-consultants.

3. The City of Norcross reserves the right to approve sub-consultants.

4. The City may select the best-qualified consultant(s) based on the information received from interested firms because of this solicitation.

5. City of Norcross reserves the right to cancel all Request for Qualifications at any time when it is determined to be in the best interest of the City.

6. City of Norcross also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.

7. City of Norcross strongly encourages the solicitation of interest from Disadvantaged Business Enterprises (DBE). Any selection made because of this notice will be made without regard to race, color, religion, sex, or national origin.

8. City of Norcross anticipates hourly/not to exceed contracts to be awarded because of this advertisement.

9. It is the responsibility of all firms interested in submitting Statement of Qualifications (SOQs) for this advertisement to routinely check the posting on the website for any revisions to this RFQ.

10. Incomplete submittals will not be considered. Late submittals will not be accepted.

1.3 BACKGROUND INFORMATION

Each successful consultant that is awarded an on-call consulting agreement by the City of Norcross will be forwarded selected project descriptions from time to time. Projects descriptions may also be provided by the following phases but not limited to: Database, Concept, Preliminary Plans, Right of way Plans, and Final Plans and Miscellaneous services.

The firm will be requested to prepare and submit proposed scopes of services and fees to produce (in accordance with the on-call consulting agreement) project related documents or provide the requested services. The consultant's submittal package for each project shall include:

- A detailed description of the services to be provided,
- A milestone schedule for major tasks to be conducted by the consultant
- A list of deliverables to be provided by the consultant
- A proposed fee structure for the project

The City will review each submittal and accept, reject, or negotiate a final scope and fee with the selected consultant. The City reserves the right to issue a project description to more than one consultant with on-call agreements. Upon acceptance of a final scope and fee for each project, the City will issue to the consultant a task order-indicating acceptance of the project proposal and authorization to commence services in accordance with the on-call consulting agreement and the project proposal.

1.4 STATEMENT OF QUALIFICATIONS CERTIFICATION

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), the City of Norcross certifies the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition described in this RFQ. All Statement of Qualifications submitted pursuant to this request will be made in accordance with the provisions of this RFQ.

1.5 SCHEDULE OF EVENTS

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

1.6 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

From the issue date of this RFQ until a contractor is selected and the selection is announced, no Firm is allowed to communicate for any reason with any City staff, elected officials, or other contractors or sub-contractors except through the Capital Projects Manager named herein, or during the Company's conference, or as provided by existing work agreement(s).

The City reserves the right to reject the Statement of Qualifications of any Firm violating this provision. All questions concerning this RFQ must be submitted in writing via email to the Capital Projects Manager. No questions other than written questions will be accepted. No response other than written responses will be binding upon the City.

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

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

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at procurement@norcrossga.net by **5:00 p.m. on February 16, 2024**.

1.7 STATEMENT OF QUALIFICATIONS SUBMISSION GUIDELINES

1.7.1 PROCESS FOR SUBMITTING STATEMENT OF QUALIFICATIONS

1.7.2 Preparation of Statement of Qualifications

Each Statement of Qualifications should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical Statement of Qualifications, the Company should reference these materials in the technical Statement of Qualifications, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

1.7.3 Packaging of Statement of Qualifications

Submissions in response to this RFQ must be divided into two appropriately labeled sections: a Technical Submission and a Cost Proposal. The contents of each package will include:

1. Technical Submission:

   - Proposal Certification
   - Technical Proposal, addressing all submission requirements

2. Cost Proposal
   - The Company must use the Cost Proposal form

Do not include cost information in the Technical Proposal

ANY STATEMENT OF QUALIFICATIONS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE EVALUATED.

1.8 EVALUATION CRITERIA

Evaluation Criteria	Max Score
Qualifications	30
Experience	30
Understanding & Willingness to Meet Expectations	20
QC/QA Procedures	10
Pricing	10
Total	**100**

➢ **Qualifications of Design Team (including sub-consultants) (30%)**

- Qualifications of the design team members.
- Demonstrated experience and reputation of project manager in the management of similar type projects.
- Knowledge of current design criteria (including FHWA Policies, AASHTO Guidelines and GDOT Design Policies).

➢ **Past experience of the Design Team (30%)**

- Demonstrated experience with similar type of projects
- Demonstrated ability to complete multiple projects for municipal clients in a timely manner
- References

➢ **Understanding/Willingness to meet expectation (20%)**

- Demonstrated perceived ability to provide the services described
- Ability to provide requested services in a timely manner

➢ **QC/QA Procedures (10%)**

- Demonstrated proposed QC/QA procedures

➢ **Pricing (10%)**

- See Appendix C

References may be contacted to confirm the consultant's history of project performance. The final selection of consultants to support the City of Norcross for Professional Services will be made based on qualifications and perceived ability to provide services.

1.8.1 Evaluation Process

All responsive Statement of Qualifications will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified.

1.8.2 Administrative Review

The Statement of Qualifications will be reviewed by the Capital Projects Manager for the following administrative requirements:

1. All required information and documentation submitted by deadline
2. Technical Submission of Statement of Qualifications
3. All documents requiring an original signature have been signed (scanned original or digitally signed)

1.8.3 Evaluation Committee Review

In this phase, the Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFQ. The RFQ carries a total weight of 100 points. Technical submittals will be evaluated and scored in categories. Each category is assigned a maximum point value. Technical submittals must receive at least 75 points (75%) to be further evaluated.

1.8.4 Site Visits and Oral Presentations

The City reserves the right to conduct site visits or to invite a Company to present their technical solution to the Technical Evaluation Team.

1.8.5 Submittal Requirements

Failure to meet these requirements will result in the Statement of Qualifications being determined “non-responsive” and the entire submittal will be rejected.

1. Submittals of firm information and qualifications should be double-sided, 8½” x 11” 10 pages, exclusive of resumes and required forms.

2. Provide firm name, address, telephone number, e-mail address for the primary contact person, former firm names, official Georgia address (if

applicable), joint venture partner information (if applicable), and sub-consultants to be used by the firm. If the firm has branch offices, state which office will be performing the majority of the work.

3. Provide the following information for prime and sub-consultant(s) for the last three
(3) years: average number of permanent employees. Firms having offices other than the local office, this information should be listed for both the local office and the firm as a whole.

4. In table format and labeled TABLE 1, also for the last three (3) years, provide a brief description of 5-10 related projects completed (including construction costs). Include the name of the project owner, a contact name and telephone number, and where the work was performed.

5. One page of the SOQ shall be devoted to an Organizational Chart. This page shall be single-sided and shall not exceed 11” x 17” in size. Additional information should not be added on this page.

6. Provide the names of key personnel (Principal, Project Manager, Lead Engineer, Hydraulic Engineer (list experience with drainage software), Surveyor, Structural Engineer, QC/QA Engineer, etc.) who will perform the work. Personnel information should include professional registrations [type, number, and state(s) where registered], years of experience, years with firm, actual work performed by the individual and experience with drafting and design software to be used (name and version).

7. The consultant's proposed project manager shall be identified and must be a professional licensed in the State of Georgia.

8. Consultants shall clearly indicate in the submittal package the designated staff person that will act as the primary point of contact with the City.

9. The consultants should provide the name of their insurance carrier and the current insurance limits.

10. The consultant should provide a minimum of three (3) references, including name, position, phone number and email address.

1.9 REJECTION OF STATEMENT OF QUALIFICATIONS/CANCELLATION OF RFQ

The City reserves the right to reject any or all Statement of Qualifications, to waive any irregularity or informality in a Statement of Qualifications, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject Statement of Qualifications **that do not contain all elements and information requested in this document**. The City reserves the right to cancel this RFQ at any time. The City will not be liable for any cost/losses incurred by the Company throughout this process.

1.10 CITY'S RIGHT TO INVESTIGATE AND REJECT

The City may make such investigations as deemed necessary to determine the ability of the Company to provide the supplies and/or perform the services specified.

1.10.1 Company Informational Requirements

In determining the capabilities of a Company to perform the services specified herein, the following informational requirements must be met by the Company. (Note: Each item must be thoroughly addressed. Company taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

1.10.2 Resumes/Company Profile and Experience

Company shall specify how long the individual/company submitting the Statement of Qualifications has been in the business of providing services similar to those requested in this RFQ and under what company name. A resume or summary of Statement of Qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

1.10.3 Company Financial Stability

Company shall demonstrate their financial stability to supply, install and support the services specified by: (1) providing financial statements, preferably audited, for the 2 (two) consecutive years immediately preceding the issuance of this RFQ, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

2.0 TERMS AND CONDITIONS

FIRMS ARE ADVISED TO THOROUGHLY UNDERSTAND THE TERMS AND CONDITIONS, PRIOR TO SUBMISSIONS.

2.1 RFQ AMENDMENTS

The City reserves the right to amend this RFQ prior to the Statement of Qualifications due date. All amendments and additional information will be posted to the City's website at: https://www.norcrossga.net/bids.aspx. Companies are encouraged to check this website frequently.

2.2 STATEMENT OF QUALIFICATIONS WITHDRAWAL

A submitted Statement of Qualifications may be withdrawn prior to the due date by a written request to the Capital Projects Manager. A request to withdraw a Statement of Qualifications must be signed by an authorized individual.

2.3 COST FOR PREPARING STATEMENT OF QUALIFICATIONS

The cost for developing the Statement of Qualifications is the sole responsibility of the Company. The City will not provide reimbursement for such costs.

2.4 TERM

The term of this contract shall be for one (1) year from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Department during said term shall be filled at the contract price.

2.5 RENEWAL

The City shall have the option, in its sole discretion, to renew the Contract for three (3) additional renewals as defined in the Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Contractor's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

2.6 CONFLICT OF INTEREST

If a Company has any existing client relationship that involves the City of Norcross, the Company must disclose each relationship.

2.7 ADA GUIDELINES

The City of Norcross adheres to the guidelines set forth in the Americans with Disabilities Act. Firms should contact the Capital Projects Manager at least one week in advance if they require special arrangements. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.8 COMPLIANCE WITH LAWS

The Contractor will comply with all City, State of Georgia and Federal laws, rules, and regulations.

2.9 GOVERNING TERMS

This RFQ expressly limits acceptance to the terms stated below. Any additional or different terms proposed by Contractor and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Contractor's receipt of this contract, shall not be binding upon City. City's silence or acceptance of the Materials shall not constitute consent to such additional or different terms.

2.10 INDEMNIFICATION

Contractor shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney's fees) relating to or arising from (a) Contractor's breach of any of the representations and warranties contained herein; (b) Contractor's failure to follow City's specifications; (c) Contractor's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of Contractor, its employees, independent contractors,, agents, and suppliers.

2.11 CORRECTIONS/CREDITS

At City's option, Contractor shall either issue an appropriate credit or undertake, at Contractor's sole cost, corrections to materials made necessary by reason of Contractor's failure to follow City's specifications or Contractor's other breach of the terms hereof. The remedies afforded City in this paragraph is in addition to, not in lieu of, any other remedy herein or provided by law or equity.

2.12 INSURANCE

Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than $1,000,000.00 per person and $1,000,000.00 per occurrence, and property damage with limits of no less than $1,000,000.00 per occurrence;

and (b) statutory worker's compensation insurance, including employer's liability insurance. In addition to above general coverages, Contractor shall maintain Professional Liability Insurance with limits of $2,000,000 per occurrence and in aggregate. All insurance shall be provided by an insurer(s) acceptable to City and shall be provided for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

2.13 CANCELLATION

City may cancel this agreement at any time prior to City's acceptance of the Materials, upon giving written notice of cancellation to Contractor. In such event, in lieu of the price(s) specified on the reverse hereof, Contractor shall be entitled only to payment of the direct non-cancelable costs theretofore incurred by Contractor and any direct non-cancelable committed costs theretofore committed by Contractor, as directly relating to the performance of Contractor's obligations hereunder prior to such cancellation; provided, however, the total amount of such costs shall not exceed the price(s) specified on the reverse side. City shall not be responsible for any other amounts whatsoever including, without limitation, penalties.

2.14 INDEPENDENT CONTRACTOR

Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of City. Contractor shall have no authority to contract for or bind City in any manner.

2.15 NO ASSIGNMENT

Contractor may not assign this agreement or any of its rights or responsibilities hereunder, without City's prior written consent.

2.16 AUDIT

Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Contractor which pertain to Contractor's fulfillment of this agreement and charge, therefore.

2.17 ATTORNEY'S FEES

In the event of Contractor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Contractor the reasonable attorney's fees and court costs incurred by City because of such breach.

2.18 MISCELLANEOUS

a) No remedy of City shall be exclusive of any other remedy herein or provided by law as equity, but each shall be cumulative.
b) City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
c) If any of the terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect.
d) The terms contained in this contract constitute the entire agreement between City and Contractor and supersedes all other oral or written Statement of Qualifications, purchase orders, invoices, agreements and communications between City and Contractor relating to the subject matter hereof.
e) No term of this agreement may be modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is sought.
f) This agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

2.19 SPECIAL STIPULATIONS

To the extent City attaches to this agreement any special terms, which conflict with or are inconsistent with any of the foregoing terms, the attached special terms shall control.

3.0 DEFINITION OF TERMS

OCGA - Official Code of Georgia Annotated (State Statute)

Company – Respondent to this Request for Statement of Qualifications

RFQ - Request for Statement of Qualifications

3.1 DESCRIPTION OF REQUIREMENTS

The City of Norcross has established certain requirements with respect to Statement of Qualifications/ to be submitted by Company.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFQ, the specification being referred to be a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will cause rejection of the Company's Statement of Qualifications.

Whenever the terms "can", "may", or "should" are used in the RFQ, the specification being referred to be a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

3.1.1 Resulting Contract

This RFQ and any addenda, the Company's RFQ response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. A draft contract, attached as Appendix D, contains the contract terms and conditions which may form the basis of any contract between the City and the highest scoring Company. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

3.1.2 Mandatory Requirements

To be eligible for consideration, a Company must meet the intent of all mandatory requirements. The City will determine whether a Company's RFQ response complies with the intent of the requirements. RFQ responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

3.1.3 Understanding of Specifications and Requirements

By submitting a response to this RFQ, Company agrees to an understanding of and compliance with the specifications and requirements described in this RFQ.

3.1.4 Company's Signature

The Statement of Qualifications must be signed by an individual authorized to legally bind the Company submitting the Statement of Qualifications. The Company's signature on the Statement of Qualifications in response to this RFQ guarantees that the offer has been established without collusion and without effort to preclude the City of Norcross from obtaining the best possible supply or service. Proof of authority of the person signing the RFQ response must be furnished upon request.

3.2 SUBMITTING A STATEMENT OF QUALIFICATIONS

3.2.1 Organization of Statement of Qualifications

Company must organize their Statement of Qualifications into sections that follow the format of this RFQ. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the Company's response to a specific subsection, the Company

shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following Statement:

"(Company's Name)" understands and will comply.

3.2.2 Failure to Comply with Instruction

Company failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any Statement of Qualifications that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

3.2.3 Copies Required and Deadline for Receipt of Statement of Qualifications

Submit 2 physical copies and 1 electronic copy (USB Drive) of Statement of Qualifications by 11:00 a.m. local time on March 1, 2024.

3.2.4 Late Statement of Qualifications

Regardless of cause, late submissions will not be accepted and will automatically be disqualified from further consideration. It shall be the Company's sole risk to ensure delivery at the receptionist's desk at the designated office by the designated time. A late Statement of Qualifications will not be opened and may be returned to the Company at the expense of the Company or destroyed if requested.

3.3 REQUIRED REVIEW

3.3.1 Review RFQ

Company should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFQ and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error, which they discover upon examination of this RFQ.

3.3.2 Form of Questions

Company with questions or requiring clarification or interpretation of any section within this RFQ must address these questions via e-mail before February 16th, 2024, at 5:00 p.m.. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

Contact person for questions is Christabel Ghansah, Capital Projects Manager
procurement@norcrossga.net

3.3.3 City's Responses

The City will provide official written responses to all questions received in the form of a formal written addendum. Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City. Any formal written addendum will be posted on the City's website at: https://www.norcrossga.net/bids.aspx.

3.3.4 Standard Terms and Conditions/Standard Contract.

By submitting a response to this RFQ, Company agrees to acceptance of the standard terms and conditions and standard contract as set out in Appendix D of this RFQ. Much of the language included in the standard terms and conditions and standard contract reflects requirements of state law. Requests for exceptions to the standard terms and conditions, standard contract terms, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions or with the Company's RFQ response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the Company's ability to respond to the RFQ or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring Company during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFQ and will apply to all Company submitting a response to this RFQ.

3.3.5 Project Oversight and Staffing

The successful company will report to either the Public Works Department or Community Development. Staff contacts and oversight will be determined at the Project Kickoff Meeting. Project status is mandatory, during the work via in-process reviews (IPRs), reports and/or other interactions as proposed or specified.

4.0 RFQ STANDARD INFORMATION

4.1 AUTHORITY

This RFQ is issued under the authority of the City of Norcross. The RFQ process is a procurement option allowing the award to be based on stated evaluation criteria. The RFQ states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFQ, will be used.

4.2 COMPANY COMPETITION

The City encourages free and open competition among Companies. Whenever possible, the City will design specifications, Statement of Qualifications, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

4.3 RECEIPT OF STATEMENT OF QUALIFICATIONS AND PUBLIC INSPECTION

4.3.1 Public Information

All information received in response to this RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying the day after the Mayor and Council select a list of Qualified Consultants and the Statement of Qualifications has passed with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Norcross (3) any company financial information requested by the City of Norcross to determine Contractor responsibility, unless prior written consent has been given by the Company; and (4) other constitutional protections.

4.3.2 Procurement Officer Review of Statement of Qualifications.

Upon opening the Statement of Qualifications received in response to this RFQ, the staff member in charge of the solicitation will review the Statement of Qualifications and separate out any information that meets the referenced exceptions in Section 2.4.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Statement of Qualifications.
- The Statement of Qualifications does not contain confidential material in the cost or price section.
- An affidavit from a Company's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Statement of Qualifications containing trade secrets.

Information separated out under this process will be available for review only by the staff member, the evaluation committee members, and limited other designees. Company must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

4.4 CLASSIFICATION AND EVALUATION OF STATEMENT OF QUALIFICATIONS

4.4.1 Initial Classification of Statement of Qualifications as Responsive or Non- responsive

All Statement of Qualifications will initially be classified as either "responsive" or "non-responsive". Statement of Qualifications may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFQ; or the Statement of Qualifications is not within the plans and specifications described and required in the RFQ. If a Statement of Qualifications is found to be non-responsive, it will not be considered further.

4.4.2 Determination of Responsibility

The procurement officer will determine whether a Company has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and throughout contract negotiations, if information surfaces that would result in a determination of non-responsibility. If a Company is found to be non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Company.

4.4.3 Evaluation of Statement of Qualifications

All responsive Statement of Qualifications will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified

Attachment: RFQ PWUP 24-02 - On-Call Professional Engineering & Design Services (24-7003 : Award of Contracts for On-Call Professional

4.4.4 Completeness of Statement of Qualifications

Selection and award will be based on the Company's Statement of Qualifications and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Company outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the Company being disqualified from further consideration.

4.5 CITY'S RIGHTS RESERVED

Issuance of the RFQ in no way constitutes a commitment by the City of Norcross to award and execute a contract. Upon determination, such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- Cancel or terminate this RFQ;
- Reject any or all Statement of Qualifications received in response to this RFQ;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFQ which would not have significant impact on any Statement of Qualifications;
- Not award if it is in the best interest of the City not to proceed with contract execution; or
- If awarded, terminate any contract if the City determines adequate City funds are not available.

4.6 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements, which must be present in the Statement of Qualifications before further consideration will be given. Company must prepare and submit a response, which references the page(s) of the Technical Response where satisfaction of the Mandatory Requirements is substantiated.

APPENDIX A

RFQ PWUP 24-02

SCHEDULE OF EVENTS

Event:	Date:
Release of RFQ	January 31, 2024, at 11:00 a.m.
Deadline for Written Questions	February 16, 2024, at 5:00 p.m.
Submissions Due	March 1, 2024, at 11:00 a.m.
Proposal Evaluation	On/About March 2024
Contract Award (On/about)	One/About May 2024

APPENDIX B

RFQ PWUP 24-02

REFERENCES

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

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

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

References for _____

Please provide a list of contact numbers, addresses and a contact person from three (3) jobs completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of three (3) references where work of a similar size and scope has been completed.

1. Company Name: _____

   Description of Project: _____

   Completion Date: _____

   Contact Person: _____

   Telephone: _____ Fax: _____

   Email address: _____

2. Company Name: _____

   Description of Project: _____

   Completion Date: _____

   Contact Person: _____

   Telephone: _____ Fax: _____

   Email address: _____

3. Company Name: _____

   Description of Project: _____

   Completion Date: _____

   Contact Person: _____

   Telephone: _____ Fax: _____

   Email address: _____

APPENDIX C
RFQ PWUP 24-02
COST PROPOSAL

PRIME CONSULTANT AND ANY SUB-CONSULTANTS	HOURLY RATES
PRINCIPAL-IN-CHARGE	_____
PROJECT MANAGER	_____
SENIOR ENGINEER	_____
ENGINEER	_____
PROJECT ADMINISTRATOR	_____
TECHNICIAN	_____
2-PERSON SURVEY CREW	_____
SURVEY MANAGER	_____
CONSTRUCTION INSPECTOR	_____
CONSTRUCTION PROJECT MANAGER	_____
CONSTRUCTION ASSISTANT	_____
FIELD TECHNICIAN	_____
LAB TESTING (PER TEST)	_____
OTHER (SPECIFY)	_____

Where there is a reference in the RFQ to deliverables, submission requirements or other response and contract performance discussions, said discussion might not be all inclusive of all requirements in the RFQ. It is incumbent upon the Contractor to read this entire RFQ carefully and respond to, and price, **all requirements** and ensure "**Total Contract Value for ALL Requirements"** above includes **all requirements.**

APPENDIX D

RFQ PWUP 24-02

DRAFT CONTRACT

DRAFT CONTRACTUAL AGREEMENT

This Agreement made and entered into this day of_____, in the year 2015; by and between The City of Norcross, Georgia, having its principle place of business at 65 Lawrenceville St. Norcross, Georgia and ("Contractor") _____ having its principle place of business at _____.

WHEREAS, the City of Norcross has caused Request for Qualifications Number (RFQ 24-02) to are issued soliciting proposals from qualified contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the scope of services; and

WHEREAS, the Contractor submitted a response to the RFQ 24-02; and

WHEREAS, the Contractor's submittal was deemed by the City of Norcross to be the proposal determined to be most advantageous to the City; and

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

The Contractor agrees to provide all Services and comply with all requirements specified in the RFQ, a copy of which is attached hereto as Appendix "A" and incorporated herein and provide those Services as may additionally be specified in the Contractor's Statement in accordance with the terms and conditions of this agreement. The specifications are hereby made a part of this agreement by reference.

2.0 Payment

The City shall pay the amount set out in the attached Item Schedule for services rendered hereunder. Payments shall be made individually by the City according to invoice, for each lot shipped.

3.0 Price

The prices quoted and listed on the attached Schedule shall be firm throughout the term of this Contract.

4.0 Term

The term of this contract shall be for one (1) year from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Department during said term shall be filled at the contract price.

5.0 Renewal

The City shall have the option, in its sole discretion, to renew the Contract for four (4) additional renewals as defined in the Standard Contract Form on a year-to-year basis, by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Contractor's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

6.0 Extension

If not set forth in the RFQ and/or Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Vendor for reasons of additional time, additional services and/or additional areas of work.

7.0 Independent Contractor

The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Norcross. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Norcross Representative within ten (10) day after issuance.

In as much as the City of Norcross and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Norcross without the express knowledge and prior written consent of the City.

8.0 Indemnification

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs, and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from City's actions.

9.0 Insurance

The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage, will be $1,000,000 per person and $1,000,000 per occurrence for bodily injury and $500,000 per occurrence for property damage. In addition to above general coverage, the contractor shall maintain Professional Liability Insurance with limits of $2,000,000 per occurrence and in aggregate.

Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

10.0 Termination

Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). In addition, if at any time after commencement of the Services, the City of Norcross shall, in its sole reasonable judgment, determine that such Services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

The City of Norcross may terminate the agreement immediately without prejudice to any other right of action or remedy if the Contractor:

Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Norcross of each occurrence.

After five (5) days, written notice fails to:

a) Maintain the required insurance, or;

b) In any other manner to perform the requirements of the RFP

11.0 Inclusion of Documents

RFQ 24-02, any amendments thereto, and the Contractor's submittal in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFQ, as amended, and the Contractor's submittal, the language in the former shall govern.

12.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

12.1 Federal Requirements

12.1.1 Federal Compliance Regulations

Federal regulations apply to all City of Norcross contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to the following:

1. Equal Employment Opportunity – The contractor shall not discriminate against any employee, applicant, or employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

2. Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;

3. Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:

    a. Any patent that shall result under this contract; and

    b. Any patent rights to which the contractor purchases ownership with grant support;

4. Copy rights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

    a. The copyright in any work developed under this contract; and

    b. Any rights of copyright to which the contractor purchases ownership with grant support.

5. Access to books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and

6. Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

13.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Norcross' prior written consent.

14.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

15.0 Drug-Free and Smoke-Free Workplace

A drug-free and smoke-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and

The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

The Contractor may be suspended, terminated, or debarred if it is determined that:

The Contractor has made false certification herein; or

The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

16.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Vendor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

17.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Vendor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Norcross all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Norcross pursuant hereto.

18.0 Reporting Requirement

Reports shall be submitted to the Issuing Officer on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

19.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Gwinnett County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

20.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, nor inducement not contained herein.

21.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF NORCROSS:	CONTRACTOR:
By: _____	By: _____
Title: _____	Title: _____
Name: _____	Name: _____
Date: _____	Date: _____

APPENDIX E
RFQ PWUP 24-02
PACKET CHECKLIST

PROJECT: _____

DATE: _____

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

_____ Packet Checklist (attached to proposal package)

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

_____ Certificate of Liability Insurance

_____ E-Verify Contractor & SAVE Affidavits

_____ Mail or deliver to:

City of Norcross – PWUP Department
345 Lively Avenue
Norcross, GA 30071
"RFQ 24-04 – ON-CALL PROFESSIONAL ENGINEERING & DESIGN SERVICES"
Attn: Christabel Ghansah, Capital Projects Manager

NORCROSS
a place to imagine

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

Based on the scoring results, the following firms have been selected:

Comprehensive Services*:

ATLAS
Bowman
Columbia
Dewberry
Foreman
Kimley-Horn
WSP

Traffic Engineering and Road/Drainage Design:

Keck & Wood
All firms listed under Comprehensive Services

Site Development Engineering and Landscape Architecture:

Keck & Wood
All firms listed under Comprehensive Services

Architectural Design and Structural Engineering:

All firms listed under Comprehensive Services

Environmental & Geo-technical Engineering and Materials Testing:

ECS
NOVA
United Consulting
All firms listed under Comprehensive Services

Surveying:

T2 Utility Engineers

**** In partnership with subcontractors***

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

City of Norcross
345 Lively Avenue
Norcross, GA 30071

PW Department

TECHNICAL EVALUATION - COMPOSITE SCORES

RFQ PWUP 24-02 — **ON-CALL PROFESSIONAL ENGINEERING & DESIGN SERVICES**

EVALUATORS' TOTAL SCORES

RESPONSIVE PROPOSERS	Evaluator 1	Evaluator 2	Evaluator 3	Average
ATLAS	90.00	88.00	90.00	89.33
Bowman	90.00	80.00	86.00	85.33
Columbia	90.00	88.00	82.00	86.67
Dewberry	90.00	90.00	90.00	90.00
ECS Southeast	90.00	80.00	90.00	86.67
Foreman Seeley Fountain Architecture	90.00	80.00	86.00	85.33
Foresite Group	75.00	75.00	64.00	71.33
Hussey, Gay, Bell & DeYoung	75.00	80.00	60.00	71.67
Keck + Wood	85.00	80.00	83.00	82.67
Kimley Horn	85.00	85.00	83.00	84.33
NOVA	90.00	90.00	88.00	89.33
OASIS	75.00	70.00	55.00	66.67
PEC	75.00	68.00	80.00	74.33
QK4, Inc.	70.00	64.00	70.00	68.00
T2 Utility Engineers	80.00	80.00	85.00	81.67
United Consulting	90.00	90.00	85.00	88.33
WSP	80.00	70.00	86.00	78.67

Technical submittals must receive at least 75 points to be considered.

Services

Firm	Traffic Engineering Road/Drainage Design	Site Development Engineering Landscape Architecture	Geotechnical Engineering Materials Testing	Architectural Design Structural Engineering	Surveying
ATLAS	X	X - Cooper Carry	X - United Consulting	X - Cooper	
Bowman	X	X	X - United Consulting	X - LPB	
Columbia	X	X	X - United Consulting	X - Michael Baker	
Dewberry	X	X	X - United Consulting	X	
WSP	X	X	X	X	
Foreman	X	X - Skyline	X - United Consulting	X - Trilogy	
Kimley-Horn	X	X	X - Terracon	X	
Hussey Gay Bell	X	X	X - Geo-Hydro Engineers	X	
Foresite	X	X		X	
Keck & Wood	X	X			
ECS			X		
NOVA			X		
Oasis			X		
United Consulting			X		
PEC		X			X
Qk4	X				
T2ue					X

Comprehensive
Traffic Enginnering and Road/Drainage Design Site Development Engineering & Landscape Architecture
Traffic Engineering and Road/Drainage Design
Site Development Engineering & Landscape Architecture
Geotechnical Engineering and Materials Testing
Surveying

CONTRACT BETWEEN

(Insert Firm) AND

THE CITY OF NORCROSS

FOR ON-CALL PROFESSIONAL

ENGINEERING & DESIGN SERVICES

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Agreement for On-Call Professional Engineering & Design Services

This Agreement, made and executed as of the_____day of_____, 2024 by and between_____with a place of business at _____(hereinafter called "Consultant") and **the City of Norcross, Georgia,** having its principal place of business at 65 Lawrenceville St., Norcross, Georgia (hereinafter called "Client"), collectively referred to herein as "Parties", provides as follows:

ARTICLE 1 – GENERAL OBLIGATIONS OF CONSULTANT

The description of the Client's project (The "Project") and the Scope of Services as they relate to On-Call Professional Engineering & Design Services (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Consultant on **February 16, 2024** (the "Proposal"). The Proposal is made a part of this Agreement by reference. The Proposal includes the scope of services which complies with the requirements of the Request for Proposal (RFP PWUP 24-05).

ARTICLE 2 – COMPENSATION

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

ARTICLE 3 – PAYMENTS

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

ARTICLE 4 – PERIOD OF SERVICE

The Consultant shall make reasonable efforts to complete its services for the project within the time period set forth in the RFP.

ARTICLE 5 – CHANGE IN SCOPE OF SERIVCES

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

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

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

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

ARTICLE 6 – STANDARD OF CARE

A. Consultant shall perform the services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of *[the execution of this Agreement, submission to building authorities, or other appropriate date].* Changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

B. Following completion of its Services, if the Services provided hereunder do not conform to the applicable Standard of Care, and the same is reported to Consultant by Client in writing promptly after recognition thereof, Consultant shall, at no cost to Client, furnish all remedial services required, to the extent caused by Consultant's negligence therewith as soon as reasonably possible after receipt of such report from Client.

ARTICLE 7 – INDEMNIFICATION

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

ARTICLE 8 – LIMITATION OF LIABILITY

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

ARTICLE 9 – INSURANCE

A. During the term of this Agreement, Consultant shall, as its sole expense, secure and maintain in-force policies of insurance of the following types:
    1. Workers' compensation coverage in accordance with the statutory requirements of the jurisdiction in which Services are to be performed.
    2. Employer's liability insurance with a minimum of $250,000.
    3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined of at least $1,000,000 aggregate.
    4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least $1,000,000 per occurrence.

B. Consultant shall furnish Client Certificates of Insurance evidencing the insurance coverages required in this Article 9. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this Agreement, the issuing company will endeavor to mail thirty (30) days' written notice to Client.

ARTICLE 10 – RELATIONSHIP OF CONSULTANT TO CLIENT

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

ARTICLE 11 – PERSONNEL

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

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

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

ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

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

ARTICLE 13 – PERMITS AND LICENSES

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

ARTICLE 14 – ADHERENCE TO LAWS

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

ARTICLE 15 – NONDISCOLSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

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

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

D. The nondisclosure obligations pertaining to Primary and Secondary data shall terminate three years from date Consultant's association with this project terminates. Those closure obligations shall not apply to any data which:

1. Was known to the Consultant (and previously unrestricted) before disclosure of primary data to Consultant under this Agreement or before generation of secondary data;
2. Is subsequently acquired by the Consultant from a third party who was not in default of any obligation restricting the disclosure of such information; or
3. Is subsequently available or becomes generally available to the public.

E. Notwithstanding this non-disclosure obligation, Consultant may nevertheless draw upon its experience in its future association with other Clients.

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

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

ARTICLE 17 – FORCE MAJEURE

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

ARTICLE 18 – PROJECT DELAY

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

ARTICLE 19 – [RESERVED]

ARTICLE 20 – GOVERNING LAW

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

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

A. Client and Consultant understand and appreciate that their long-term mutual interests will be best served by affecting a rapid and fair resolution of any claims or disputes which may arise out of this Agreement. Therefore, both Parties agree to use their best efforts to resolve all such disputes as rapidly as possible on a fair and equitable basis. Towards this end, both Parties agree to develop and follow a process for presenting, rapidly assessing, and settling claims on a fair and equitable basis.

B. Any dispute or claim arising under this Agreement cannot be resolved by the project managers for the Parties within thirty (30) days after they identified the problem, the Parties agree that either of them may refer the matter to a panel consisting of one (1) executive from each party not directly involved in the claim or dispute for review on resolution. A copy of the Agreement, agreed upon facts (and areas of disagreement), and coincides summary of the basis for each side's contentions will be provided to both executives who shall review the same, confer, and attempt to reach a mutual resolution of the issue.

C. If the dispute cannot be resolved under the process set forth in Section B, the Parties may elect to resolve the dispute through non-binding mediation. If mediation is to be utilized, the Parties shall select a single unrelated but qualified Mediator who shall hold a hearing (not to exceed half a day) during which each party shall present its version of the facts (support, if desired, by sworn, written testimony, and other relevant documents), its assessment of damages, and its argument periods. The Parties shall provide the Mediator with copies of all documents provided to their senior executives under Section B at least ten (10) days prior to the scheduled date of the mediation hearing. The Parties may also provide the Mediator with copies of any laws or regulations that they feel are relevant to the dispute. A copy of the Agreement and any disputed purchase orders will be provided to the Mediator. Formal written arguments, legal memorandum, and live testimony are discouraged but may be permitted at the discretion of the Mediator. Both Parties agree to make any involved employees or documents available to the other party for its review and use in preparing its position under this clause without the need for subpoena or other court order.

D. Following the mediation, the Mediator will meet with both Parties and provide each of them, on a confidential basis, with his/her views of the strengths and weaknesses of their respective positions. The Parties will then reconvene and, with the assistance of the Mediator, attempt to resolve the matter. If the Parties cannot achieve resolution on the day of the mediation hearing or within forty-eight (48) hours thereafter, the Mediator will within fifteen (15) additional days issue a written non-binding decision on the issue.

E. If the matter has not been resolved utilizing the processes set forth above and the Parties are unwilling to accept the non-binding decision of the Mediator, either or both Parties may elect to pursue resolution through litigation. In the event of any litigation between the Parties, it is agreed and stipulated that the case shall be heard and decided by the court, without a jury.

F. The costs of the Mediator shall be borne equally by the Parties. Each Party will bear its own cost of mediation.

ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS

A. All work shall be completed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

B. Consultant may at its discretion engage subcontractors to perform work hereunder provided Contractor shall promptly and fully pay said subcontractor and, in all instances, remain responsible for the proper completion of this contract.

C. Contractor agrees to carry and pay for all workers compensation, public liability, property damage, unemployment compensation insurance and payroll taxes as required by law. Contractor warrants it is insured for injury to its employees and others working on the project through a worker's compensation policy. Contractor further warrants it maintains a comprehensive liability policy insuring against any damages or claims as a result of the acts of the Contractor or its employees and subcontractors in the amount of one million dollars ($1,000,000) per occurrence. Contractor shall supply current declaration pages for such insurance at the execution of this Agreement.

D. Contractor shall at its own expense obtain all permits necessary for the work to be performed.

E. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or unavailability of materials.

F. Contractor warrants all work for a period of twelve (12) months following completion and shall replace and/or repair any faulty or defective work or material including trees and plant materials.

G. Contractor has familiarized itself with the nature and extent of the Agreement, work, locality, and with all local conditions and Federal, State, and Local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work. Contractor is aware that it must be licensed to do business in the State of Georgia.

H. No assignment by Contractor of any rights under or interests in the Agreement will be binding on the other Party hereto without the written consent of the Party sough to be bound.

I. The Contractor further represents as follows:

ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS

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

To Consultant		To Client	
Original to:	_____	Original to:	_____
Position:	_____	Position:	_____
Address:	_____	Address:	_____
	_____		_____
Copy to:	_____	Copy to:	_____
Position:	_____	Position:	_____
Address:	_____	Address:	_____
	_____		_____

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

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

Attachment: DRAFT Contract (24-7003 : Award of Contracts for On-Call Professional Engineering & Design Services)

ARTICLE 24 – MISCELLANEOUS

A. *Waiver*. Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limits, or waive such Parties' rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.

B. *Severability*. Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

C. *Rights and Remedies*. The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the services performed by the Consultant here under are the exclusive remedies of the Parties.

D. *Transfer of Ownership*. client represents that either it is the sole owner of the facilities which are the object of the services or that is authorized to bind and does bind all owners of such facilities to the releases and limitations of liability set forth in this Agreement. client further agrees that any future recipient of any interest in the facilities and the services will be bound by such releases and limitations of liability such that the total aggregate liability of consultant to client and such recipients shall not exceed the limits of liability set forth in this Agreement.

E. *Publicity*. Neither of the Parties shall make any press release, news disclosure or other advertising related to the project that includes the name of the other party without first obtaining the written approval of the other party.

F. *Entirety of Agreement*. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

Attachment: DRAFT Contract (24-7003 : Award of Contracts for On-Call Professional Engineering & Design Services)

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

Consultant		Client	
By:	_____	By:	_____
Title:	_____	Title:	_____

APPENDIX A – SCOPE OF SERVICES FOR ON-CALL PROFESSIONAL ENGINEERING & DESIGN SERVICES

APPENDIX B – COMPENSATION FOR ON-CALL PROFESSIONAL ENGINEERING & DESIGN SERVICES

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

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

City of Norcross

Legislation Details (With Details)

File #:	24-7004	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/3/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Pinnacle Park Dredging		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Pinnacle Park Dredging
2. Agreement between Agellan Capital Management and the City of Norcross
3. Photo - Pinnacle Park Remediation Area
4. Aquatic South dredging propsal
5. CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020
6. Budget Amendment Stormwater

Title
Pinnacle Park Dredging

Drafter
Len Housley

Motion
A motion to Approve/Deny an agreement to receive funds from Agellan Capital Management to remove sediment from the Pinnacle Park pond, authorize and Invitation to Bid (ITB), and approve a budget amendment.

NORCROSS
a place to imagine

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

Agenda Report

To: Mayor and Council

From: Len Housley, Director, Public Works Department

Meeting Date: June 3, 2024 – Mayor and Council

Item No.: 247004

Title: Pinnacle Park Dredging

CC: Eric Johnson, City Manager

Recommendation

Approval of agreement to receive funds from Agellan Capital Management to remove sediment and authorize Invitation to Bid (ITB) release.

Background:

- In November of 2020, a pipe failure at 2200 Norcross Parkway caused the collapse of the detention pond dam and parking lot. This event resulted in sediment washing downstream to Pinnacle Park Pond Located at 250 Pinnacle Way. There was a stream walk done on May 13,2021 that determined the sediment in Pinnacle Park pond was created by the Massive sinkhole from Agellan's pipe failure. The sinkhole and pipe repair was completed in November of 2022. After many meetings with representatives of Agellan Capital Management they have agreed to pay for 800 Cubic yards of sediment to be cleaned out and Mobilization of Equipment totaling a sum of $164,000.

- The City of Norcross Public Works has identified an additional 400 cubic yards to be removed not resulting from pipe failure. Adding this requirement to an ITB solicitation will save the City of Norcross $38,500 in mobilization costs.

- Approximately $10,500 from the City's portion will be to install a Rip Rap silt trap to stop further silt from entering the pond.

Financial Impact:

$164K from Agellan Capital Management/$74K City Portion.

Consistent with Comprehensive Plan?

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

Attachment: Agenda Report - Pinnacle Park Dredging (24-7004 : Pinnacle Park Dredging)

NORCROSS
a place to imagine

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

3. Increases Opportunities for Travel via Different Modes within and Outside the Community

Attachments

- Agreement between Agellan Capital Management and the City of Norcross
- Photo –Pinnacle Park Remediation Area
- Aquatic South Dredging Estimate
- CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020

Next Steps
M&C Approve and Sign Agreement and approve an ITB solicitation.

Update

Attachment: Agenda Report - Pinnacle Park Dredging (24-7004 : Pinnacle Park Dredging)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") dated as of the Effective Date, hereafter established, and is entered into by and between AGELLAN COMMERCIAL REIT as "Payor," and the City of Norcross as "Payee," with each party hereto being referred to as "Party" and collectively as "the Parties."

W I T N E S S E T H

WHEREAS, in November of 2020 a collapsed pipe on the detention pond at Pinnacle Park 2200 Norcross Parkway occurred; and

WHEREAS, the collapse caused a sinkhole to develop with the dam of the adjacent detention pond being washed out; and

WHEREAS, the sinkhole has grown in size by virtue of the additional rainfall and the need for repair; and

WHEREAS, the Parties hereto have met and agreed to a repair procedure to the sinkhole and dam and excavation of sediment from Pinnacle pond.

Attachment: Agreement between Agellan Capital Management and the City of Norcross (24-7004 : Pinnacle Park Dredging)

NOW, THEREFORE, for the sole purpose of marshalling funds sufficient to repair the dam and excavation of silt and sediment that became deposited in the pond, the Parties hereto do agree as follows:

1. Upon execution of the within MOU the Payor agrees to pay to the Payee $164,000.00 for the purpose of removing sediment from Pinnacle pond, excavating and extraction by any means necessary, all cubic yards of silt and sediment which became deposited in Pinnacle pond.

2. Upon payment by the Payor to the Payee the Payee will proceed to secure and retain a contractor or contractors for this purpose. This will be accomplished by the issuance of an RFP or an ITB, or any another lawful means by which the Payee may contract with a contractor for this purpose.

3. Once the retention of a contractor or contractors is accomplished, Payee will cause the removal of the sediment to complete the project

4. No Joint Venture. Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. No Party shall be considered the agent or joint venture of the other participating Party. Under no circumstances shall this MOU be interpreted to create a partnership, joint venture or agency relationship between the Parties.

5. Entire Agreement. The Parties agree that this MOU reflects the entire agreement and understanding between them concerning the subject matter of this MOU and supersedes any and all other agreements, understandings, negotiations or discussions, whether oral or in writing, express or implied.

Attachment: Agreement between Agellan Capital Management and the City of Norcross (24-7004 : Pinnacle Park Dredging)

6. Counterparts. This MOU may be executed in several counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same instrument. Counterpart signature pages may be attached to a copy of this MOU to form a single document containing all of the signatures of the Parties.

IN WITNESS WHEREOF, Payor and Payee have caused this MOU to be signed on the date set forth below and be effective on the latest date specified below, or the same date if so both parties sign on such date (the "Effective Date").

PAYOR:

BY: AGELLAN COMMERCIAL REIT

_____

_____

BY:_____

ITS:_____

Date:_____

PAYEE:

BY: CITY OF NORCROSS

_____

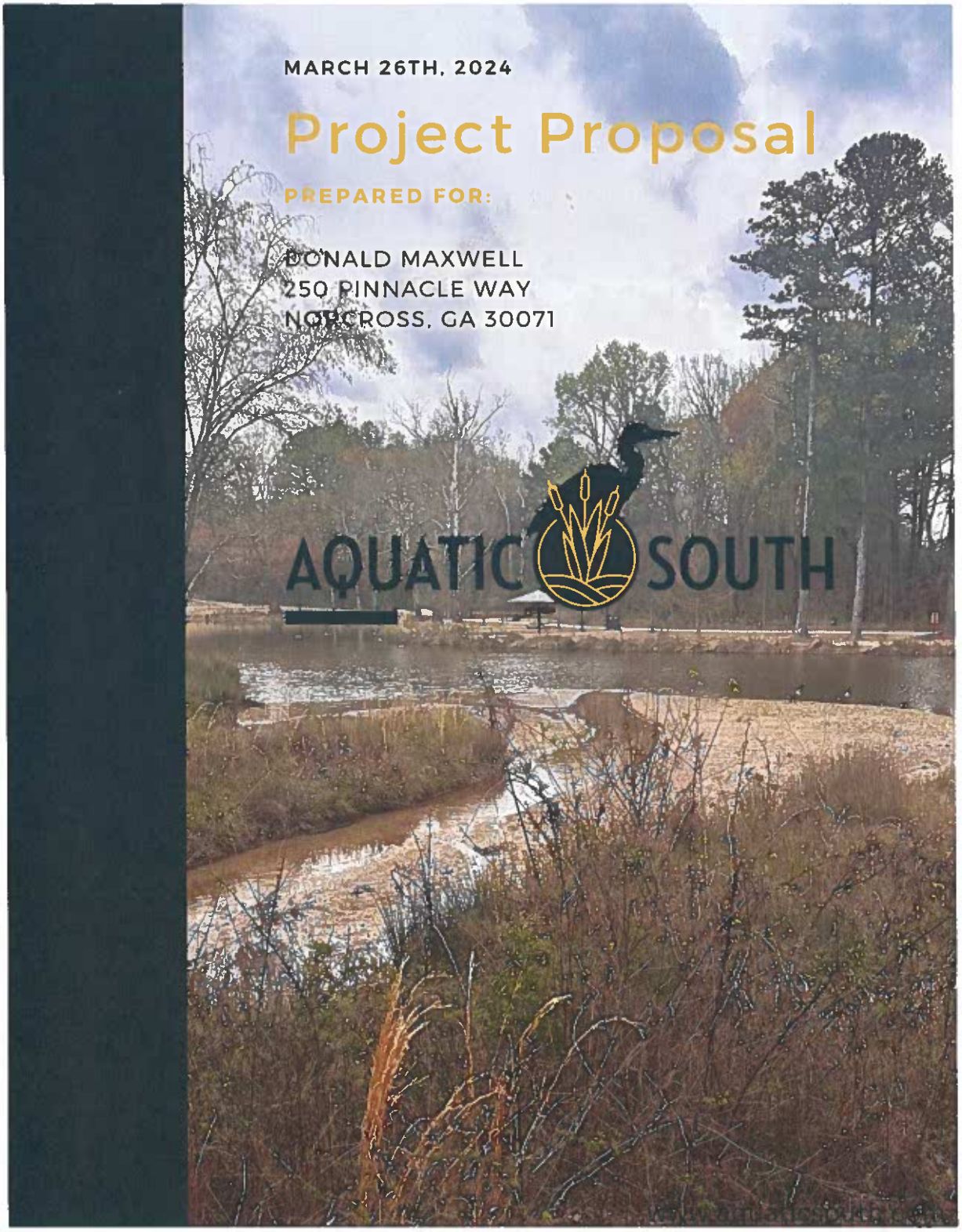
ERIC JOHNSON, CITY MANAGER

Date:_____

5112308.1

Attachment: Agreement between Agellan Capital Management and the City of Norcross (24-7004 : Pinnacle Park Dredging)

Pinnacle Park Primary Area to Remediate



Attachment: Aquatic South dredging propsal (24-7004 : Pinnacle Park Dredging)

ABOUT AQUATICSOUTH

Aquatic South is the only company in Georgia that specifically focuses on complex lake and pond restoration projects. We treat your project as if it were our own aquatic environment. Our approach combined with the experience and professionalism of our team is what sets us apart in the industry and ensures the success of each project. Our goal is complete your project within the time frame allotted, minimizing disruptions to your every day life and restoring the benefits your pond provides to your property and all who enjoy it.

www.aquaticsouth.com

Attachment: Aquatic South dredging propsal (24-7004 : Pinnacle Park Dredging)

EXECUTION PLAN

In an effort to minimally impact the park operations, our plan is to use a Mudcat 40E Hydraulic Dredge to pump the 1220CY of material from the impacted inlet to as close to the construction entrance as possible.We will likely need to use an intermediary booster pump to get the coarse material roughly 500' to geotextile dewatering bags near the construction entrance.

All material will be pumped into these bags and allowed to dry for as long as the city allows, ideally 1-2 months, before being loaded and trucked with tandem axle dump trucks to an inert landfill.

We will have a secondary mini excavator as support in the inlet to move material from the far side of the bridge to the pond for pumping and to build the silt trap.

While this is our initial plan, we can adjust anything to suit the needs of the City.

www.aquaticsouth.com

Attachment: Aquatic South dredging propsal (24-7004 : Pinnacle Park Dredging)

TIMELINE AND DISPOSAL PROPOSAL

This project will take 2-3 weeks for the dredging portion and 1 week for the hauling portion of the project. We aim to complete this in the shortest possible time with the lowest impact on the community. The construction area will be fenced off, and all normal operations of the park will be able to continue, aside from the construction entrance area.

Recommendations and referrals available on request. COI attached on the following page.

www.aquaticsouth.com

Attachment: Aquatic South dredging propsal (24-7004 : Pinnacle Park Dredging)

AQUATIC SOUTH

:stimate #1270 Awaiting respons

ɔonald Maxwell
50 Pinnacle Way / Norcross, Georgia 30071
707106483 Sent on
*n outstanding deposit of **$38,500.00** will be required to begin.* Mar 26, 2024

ıtractor Mobilization/Demobilization
:ludes establishing job site, silt fencing, matting, and fencing based on ESC Plans for the duration of the job and mobilization and restoration after the project.

QTY.	UNIT PRICE	TOTA
1	$38,500.00	$38,500.

Trap Install
stalling silt trap at mouth of inlet. Includes Rip Rap and digging out of silt trap for future accumulation of sediment and ıintenance.

QTY.	UNIT PRICE	TOTA
1	$10,500.00	$10,500.

iment Removal - Including Hauling and Disposal
ıarge per cubic yard for sediment removal, trucking fees, and disposal fees. We plan to use our Mudcat 40E and pump ir :otextile Dewatering Bags. We may need to add a boosted pump in line to help move the material because of how coars

QTY.	UNIT PRICE	TOTA
1220	$155.00	$189,100.
btotal		$238,100.
tal		$238,100.
:posit Required		$38,500.

IIS AGREEMENT is between AquaticSouth LLC and Client

SCOPE OF THE AGREEMENT the "WORK":
ıe service will be as follows:
:OPE OF WORK is described within the associated quote.

TERM AND PAYMENT SCHEDULE:
payment of 30% of the total contract price will be required as a deposit before mobilization. A final invoice will be issu the final job completion walk.

INSURANCE
ior to commencing the Work, AquaticSouth shall provide a Certificate of Insurance showing its insurance coverages anc all maintain such insurance in full force and effect at all times until the Work and Services have been completed in the llowing minimum amounts:
)VERAGES LIMITS OF LIABILITY
nployer's Liability
ɔmprehensive General Occurrence $1,000,000. One
ability Insurance including Contractual
ggregate $2,000,000. Each
nbrella Coverage $3,000,000.
ɔrkers Comp $1,000,000

INDEMNITY: (If requested)
ıuaticSouth LLC assumes all risks and liability for the use, operation and storage of the Equipment and all injuries or ath to persons or damage to property arising out of the use or operation of the Equipment or performance of the Work.

ıuaticSouth LLC shall defend, indemnify and hold harmless CLIENT Association, Inc. its Board members, officers and ents, and assigns against all claims, regulatory actions, damages, liabilities and expenses, including attorney's fees, sing out of or related to any claims of personal injury, property damage, patent infringement, and also any claims of nstruction or materialman's lien made by any subcontractor or material man. A Lien Release from AquaticSouth LLC w provided upon completion of the service.

:RVICES ACCEPTANCE:

gital signature through the Jobber platform acts as a binding contract.

Attachment: Aquatic South dredging propsal (24-7004 : Pinnacle Park Dredging)

is quote is valid for the next 30 days, after which values may be subject to change.

Deposit Required
$38,500.00

Approve & Pay Deposit

Contact AquaticSouth
44 Milton Avenue, Alpharetta, Georgia 30009
7704174089 info@aquaticsouth.com www.AquaticSouth.com
Created with getjobber.com

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Craddock Insurance Services-Main
2650 HOLCOMB BRIDGE RD STE 650
ALPHARETTA GA 30022

CONTACT NAME: Rick t Craddock
PHONE (A/C, No, Ext): (770) 409-1900 FAX (A/C, No): (770) 409-0839
E-MAIL ADDRESS: rck@mygaagent.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance Co	
INSURER B: Technology Insurance Co.	
INSURER C: Evanston Insurance Co.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AQUATICSOUTH LLC
5425 Wade Green Rd
Acworth GA 30102

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC OTHER	X		CPS0897065	03/16/2022	03/16/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		TARGA8676422	04/05/2022	04/05/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Contractors Equipment			CGS 8953672	04/15/2022	04/15/2023	leased/rented equipment	250,000/ 250,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Rented, Leased Equipment
Synergy Equipment is named as an Additional Insured and Loss Payee, as their interests may appear, with respect to rented or leased equipment.

CERTIFICATE HOLDER
Synergy Equipment
3660 Erindale Drive
Valrico FL 33596

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Aquatic South dredging propsal (24-7004 : Pinnacle Park Dredging)

Case Activity Report

CED2020-02950

SOIL EROSION (sink hole)

2200 NORCROSS PKWY

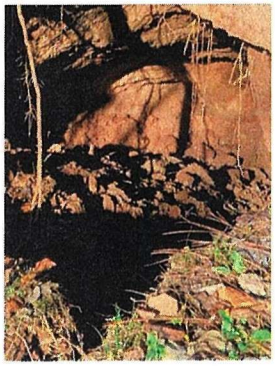
Case Opened: 11-17-2020

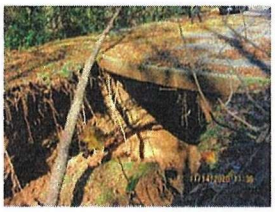
Case Details

Type	OTHER	SubType	
Relative Location	REAR BACK LOT	Status	CLOSED - SEE NOTES
Parcel ID	6226 007	Officer	Larry Dennis #426

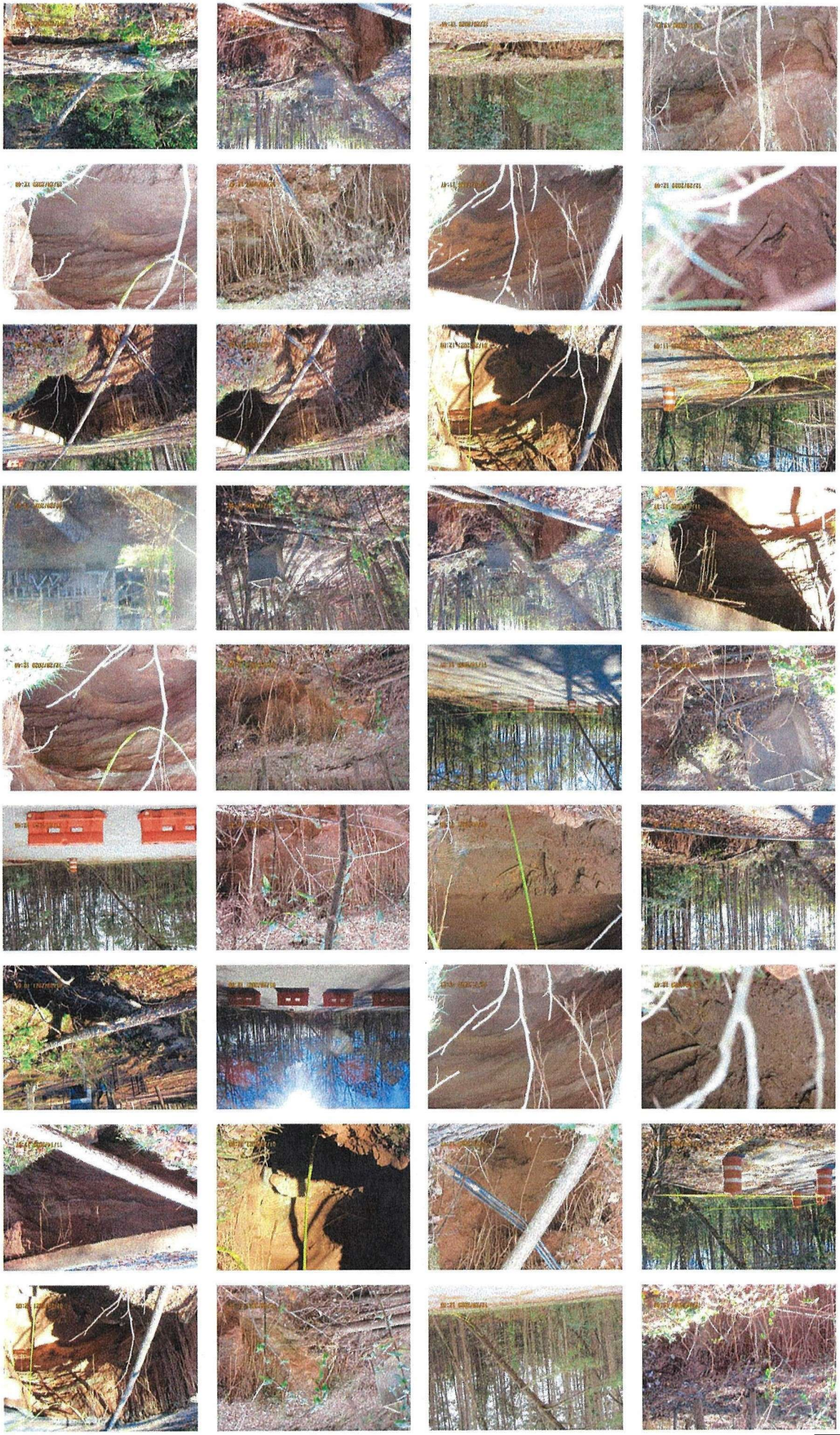
Zoning	M1
Alt Adress	, KAPOLEI, HI 96707-2014

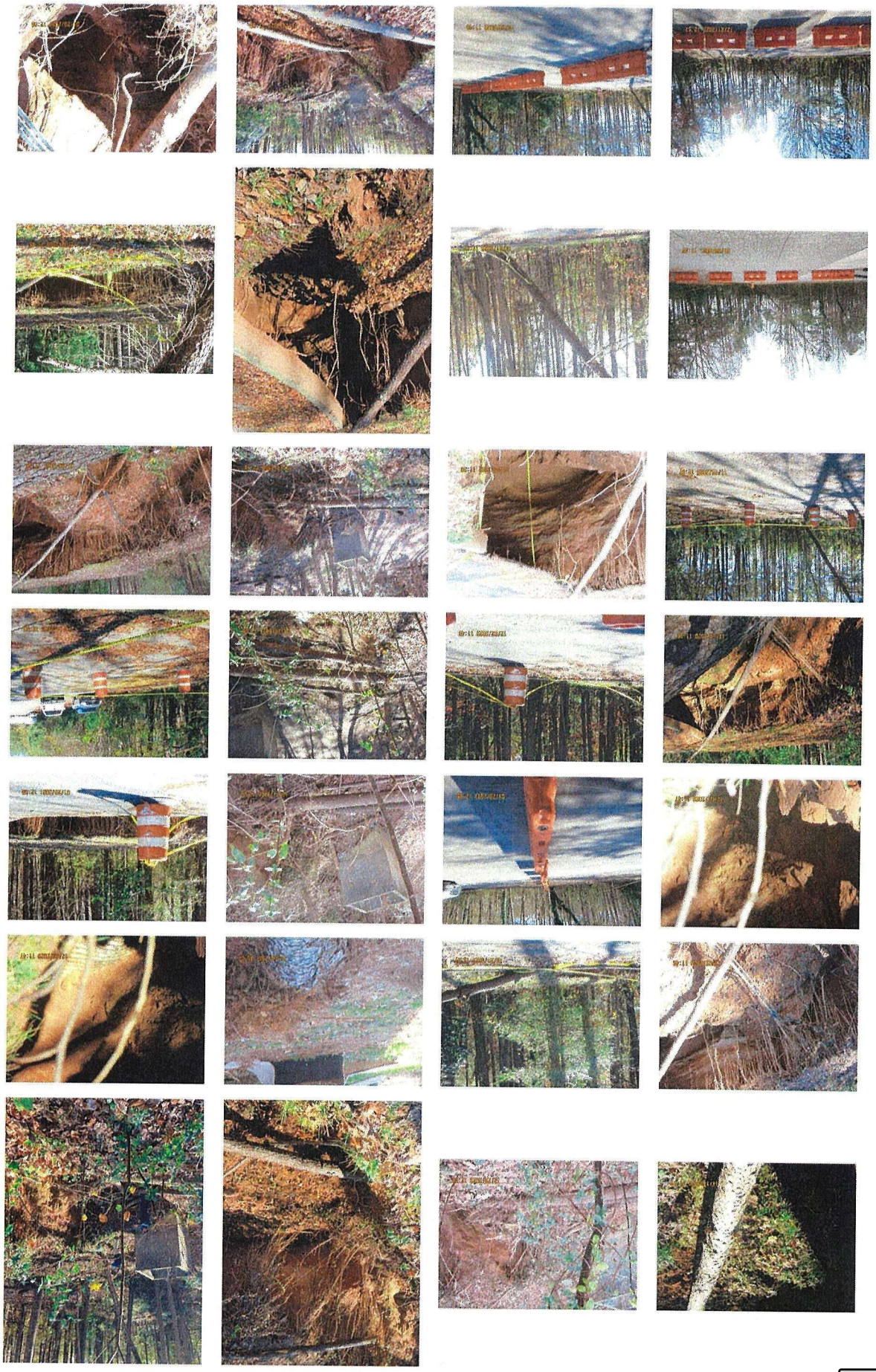
Photographs





Attachment: CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020 (24-7004 : Pinnacle Park Dredging)





Violations

Soil Erosion/Sediment Control Best Management Practice (BMP'S)
Compliance Status: COMPLIANCE
Compliance Date:

Attachment: CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020 (24-7004 : Pinnacle Park Dredging)

Sec. 109-470/ 109-471: Best management practices (BMP'S) for soil erosion/sediment control shall be required for all land-disturbing activities.

Resolution: See Comment Area.

Notes

(11/17/2020 8:42 AM LHD)
PER CITY CODE, REBUILD STRUCTURAL DAMAGE TO SUSTAIN A SOLID FOUNDATION.

**A citation will be issued if violation is not in compliance by Compliance Date given. Please be advised - only one warning per code violation will be issued - repeat violations of the same code will result in the issue of a citation.

Resolution:

COMPLIANCE DATE: OPEN, DUE TO SIZE OF PROJECT

Compliance had been met case closed.

Chronology

Type	Completed	Created	Officer
ONSITE MEETING	11-18-2020	11-18-2020	L. DENNIS

(11/17/2020 1:01 PM LHD)
ON-SITE MEETING MYSELF, ANGELINE WITH (COLLIER) DONNIE MAXWELL (NORCROSS STORMWATER SUPERVISOR) AND MAYBE NORCROSS CITY ENGINEER TO DISCUSS AN ACTION PLAN.

PHONE CALL	11-14-2020	11-14-2020	L. DENNIS

(11/17/2020 8:44 AM LHD)
I was called out Saturday the 14th of November morning to the above address by Norcross PD. This is major erosion due to heavy rain. See violation photos.

INITIAL INSPECTION	11-14-2020	11-14-2020	L. DENNIS

(11/17/2020 8:46 AM LHD)
Officer Dennis #426 met with Stg. Ken Ferguson #141 on-site and noticed major erosion damage to the foundation due to heavy rains.

PHOTO DOCUMENTATION	11-14-2020	11-14-2020	L. DENNIS

(11/17/2020 8:48 AM LHD)
See violation photos

NOTE	11-14-2020	11-14-2020	L. DENNIS

(11/17/2020 8:51 AM LHD)
The area was secured with caution barriers and "do not enter" tape to avoid further accidents.

REINSPECTION	11-17-2020	11-17-2020	L. DENNIS

(11/17/2020 9:36 AM LHD)
Today will contact building management office for corrective resolution.

CONTACT	11-17-2020	11-17-2020	L. DENNIS

Attachment: CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020 (24-7004 : Pinnacle Park Dredging)

(11/17/2020 11:24 AM LHD)
MANAGED BY: COLLIER

ANGELINE 404-441-6221 (PROPERTY MANAGER)
EMAIL: Angeline.mccain@colliers.com'

GLENDA CURRENT (MAINTENANCE PROPERTY COORDINATOR)
(W) 404-497-4266
(C) (404) 683-0594
(M) (404) 888-9000

PHONE CALL	11-17-2020	11-17-2020	L. DENNIS

(11/17/2020 11:31 AM LHD)
OFFICER DENNIS LEFT VMAIL FOR GLENDA CURRENT (MAINTENANCE PROPERTY COORDINATOR) FOR COLLIER...AWATING CALL BACK.

EMAIL	11-23-2020	11-23-2020	L. DENNIS

(11/24/2020 12:24 PM LHD)
Good morning Officer Dennis,

Thank you for the pictures.

Update/Status:

The insurance company has been notified and a claim number has been assigned.
Plumber has been onsite to review the damaged storm drain pipe. Awaiting a proposal.
Civil engineer will be onsite Wednesday of this week to review the areas affected by the erosion.
Notice has gone out to all tenants informing them of the issue and not to access the barricaded areas.

I will continue to update the City of Norcross as new information occurs.

Thank you so much for your help.

Angeline McCain
Assistant Property Manager
Real Estate Management Services
Cell +1 404 441.6221
Main +1 404 888 9000 | Fax +1 404 870 2845
angeline.mccain@colliers.com

Colliers International
Promenade, Suite 800
1230 Peachtree Street, NE
Atlanta, GA 30309 | United States
www.colliers.com

PHOTO DOCUMENTATION	12-11-2020	12-11-2020	L. DENNIS

(12/11/2020 2:45 PM LHD)
SEE UPDATED PHOTOS

PHONE CALL	12-11-2020	12-11-2020	L. DENNIS

Attachment: CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020 (24-7004 : Pinnacle Park Dredging)

(12/11/2020 3:00 PM LHD)
OFFICER DENNIS #426 CALLED ANGELINE FOR AN UPDATE ON 2200 NORCROSS PARKWAY EROSION PROJECT...PER ANGELINE THEY FILE A CLAIM WITH THE INSURANCE COMPANY AND ALSO, RECEIVED (2) BIDS FOR THE WORK TO BE DONE. SHE WAS ADVISED TO PERIODICALLY UPDATE OFFICER DENNIS.

REINSPECTION	12-11-2020	12-11-2020	L. DENNIS

(12/11/2020 3:02 PM LHD)
WENT ON-SITE TODAY TO CHECK PROGRESS...NOTICE MORE EROSION OCCURRED. SEE PHOTOS.

REINSPECTION	12-21-2020	12-21-2020	L. DENNIS

(12/22/2020 9:35 AM LHD)
CHECKED FOR PROGRESS. SEE UPDATED PHOTOS

EMAIL	01-08-2021	01-08-2021	L. DENNIS

Attachment: CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020 (24-7004 : Pinnacle Park Dredging)

(1/8/2021 3:25 PM LHD)
EMAIL FROM ANGELINE:

(1/8/2021 3:25 PM LHD)
Thanks Angeline,

Can you provide me with Kevin's contact numbers...cell and work.

From: McCain, Angeline [mailto:Angeline.McCain@colliers.com]
Sent: Friday, January 8, 2021 1:02 PM
To: Larry Dennis <larry.dennis@norcrossga.net>; Richardson, Kevin <Kevin.Richardson@colliers.com>
Subject: Re: 2200 Norcross Parkway (Erosion)

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

Good afternoon Officer Dennis,

Colliers project management team is handling the project now. As of today Schnabel Engineerung has been selected to complete the repair plan. The contract process is underway. I have included Kevin in this email as a point of contact for you. Please continue to include me on all correspondence.

Thank you.
Sent from my iPhone

On Jan 5, 2021, at 11:25 AM, Larry Dennis <larry.dennis@norcrossga.net> wrote:

Angeline,

Just checking on the status for the above address. Where do we stand with this project?

Regards,

Larry Dennis #426
Senior Code Enforcement Officer II
City of Norcross Police Department
65 Lawrenceville Street · Norcross, Georgia 30071
[main] 770-448-2111 x2609
larry.dennis@norcrosspd.com

Follow Us!
Nixle Alerts! (text 30071 to 888777 to sign up)
Facebook (English) / Facebook (Spanish)
Twitter
Web

CONTACT 01-08-2021 01-08-2021 L. DENNIS

Attachment: CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020 (24-7004 : Pinnacle Park Dredging)

(1/8/2021 3:28 PM LHD)
Colliers project management team:

Kevin Richardson

404-697-5323 cell

kevin.richardson@colliers.com

PHOTO DOCUMENTATION	01-20-2021	01-20-2021	L. DENNIS

(1/21/2021 8:03 AM LHD)
UPDATED VIOLATION PHOTOS

PHONE CALL	01-22-2021	01-22-2021	L. DENNIS

(1/22/2021 11:22 AM LHD)
OFFICER DENNIS #426 CALLED Kevin Richardson, MRED, CHC
Senior Project Manager | Atlanta Colliers

FOR AN UPDATES ON THE PROPERTY, PER KEVIN, THEY HIRED A ENGINEER AND MOVING FORWARD WITH THE PROJECT. PER KEVIN THE OWNER WANT TO REPAIR THE STRUCTUAL DAMAGE. OFFICER DENNIS #426 ADVSED KEVIN TO KEEP HIM IN THE LOOP.

EMAIL	02-01-2021	02-01-2021	Larry Dennis #426

Attachment: CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020 (24-7004 : Pinnacle Park Dredging)

Thanks Kevin for the update. Hopefully they can start to rebuild the dilapidated structure before it gets worse.

Larry Dennis #426
Senior Code Enforcement Officer II
City of Norcross Police Department
65 Lawrenceville Street · Norcross, Georgia 30071
[main] 770-448-2111 x2609
larry.dennis@norcrosspd.com

SEE EMAIL FROM KEVIN RICHARDSON:

Hi Larry,

Quick update as promised. The engineers have formally begun design of a permanent fix for the soil erosion. I have requested a design schedule from them which I should have by the end of the week.

They realize the importance of this and know that you've requested to be kept updated as well.

Thank you,

Kevin Richardson, MRED, CHC
Senior Project Manager | Atlanta
Mobile +1 404 697 5323 kevin.richardson@colliers.com

From: Larry Dennis <larry.dennis@norcrossga.net>
Sent: Friday, January 22, 2021 11:20 AM
To: Richardson, Kevin <Kevin.Richardson@colliers.com>
Subject: 2200 Norcross Parkway (Soil Erosion) project

Kevin, Keep me in the loop!

Larry Dennis #426
Senior Code Enforcement Officer II
City of Norcross Police Department
65 Lawrenceville Street · Norcross, Georgia 30071
[main] 770-448-2111 x2609
[cell] 678-372-4261
larry.dennis@norcrosspd.com

EMAIL	02-10-2021	02-10-2021	Larry Dennis #426

Attachment: CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020 (24-7004 : Pinnacle Park Dredging)

See email from Tom True:
Also, email was forward to Matt Zaki (city engineer)

Larry --
I hope this email finds you doing well. We are working on the property located at 2200 Norcross Parkway. As you know there, has been a washout at the site and remediation is needed. The number I have for you did not work, so I am reaching out by email.
The owners provided us with some plans but they are merely a property survey. We were hoping that you might be available for a conversation and/or help us track down the development plans for the site in order to expedite this work.
Tom True, PE, LS
Geographic Discipline Leader
Civil/Site

Maser Consulting
1305 Mall of Georgia Blvd | Suite 120 | Buford, GA 30519
P: 732.383.1955 X6504
C: 603.714.5668 ? PLEASE CALL ME HERE UNTIL FURTHER NOTICE

LinkedIn profile

www.maserconsulting.com

Maser Consulting will be known as Colliers Engineering & Design in 2021

Maser Consulting is a multi-discipline engineering firm serving public and private clients across the nation. We've proudly gained recognition from ENR as a Top 500 Design Firm, The Zweig Group's Hot Firm List, and as a Best Place to Work Employer!
Click here to share why you think Maser Consulting is one of the Best!

CONTACT	02-10-2021	02-25-2021	Larry Dennis #426

POC:
Tom True, PE, LS
Geographic Discipline Leader
Civil/Site

P: 732.383.1955 X6504
C: 603.714.5668

EMAIL	03-31-2021	03-31-2021	Larry Dennis #426

Attachment: CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020 (24-7004 : Pinnacle Park Dredging)

Officer Dennis #426 called Matt Zakinthos city engineer for the City of Norcross to get a status on the sink hole at property 2200 Norcross Parkway. I asked Matt to connect with Tom True for update. See email:

Larry –

I called the engineer (Tom True) and he told me he will get with his management and provide me an update soon. I will keep you posted.
Thanks

Matthew S. Zaki, PE, CFM
City Engineer
City of Norcross
345 Lively Avenue
Norcross, Georgia 30071
[p] 678.421.2032
www.norcrossga.net

Thanks Matt, let's get this resolved.

Larry,

NOTE 04-13-2021 04-14-2021 Larry Dennis #426

Officer Larry Dennis #426 was engage in a conversation with William Corbin (Business economic manager) for the city in his office. While we were talking Matthew S. Zaki (City engineer) joined our conversation. Officer Dennis asked Matt what's the status with the sink hold at 2200 Norcross Parkway, His response was he sent a email to Tom True (Engineer) who was hired by the property owner to submit plans for reconstruction for the sink hold. I asked Matt, if he could contact Tom True and ask Tom for owner information ie. name and phone number, so Code Enforcement can issue a city citation to the owner. Matt said he would contact Tom...end of conversation. Case referred out to Matt Zaki (City engineer) for follow up.

PHONE CALL 04-14-2021 04-14-2021 Larry Dennis #426

OFFICER DENNIS #426 RECEIVED A CALL THIS MORNING FROM MATT ZAKI, STATING THAT HE LEFT A VMAIL FOR TOM TRUE TO RETURN HIS PHONE CALL SO HE COULD ASKED ABOUT PROPERTY OWNER INFORMATION.

PHONE CALL 04-20-2021 04-20-2021 Larry Dennis #426

OFFICER DENNIS CALLED KEVIN RICHARDSON WITH (COLLIERS PROJECT MANAGEMENT TEAM) I ASKED KEVIN WHAT'S THE STATUS ON THE 2200 NORCROSSS PARKWAY (SINK HOLE) PROJECT. PER KEVIN, THE ENGINEERING FIRM THAT WAS HIRED BY COLLIERS TO CONDUCT A STRESS TEST LAST WEEK TO SEE WHY THE ASPHALT COLLAPED. ALSO, HE WAS ADVISED OF THE NON-RESPONSIVENESS WITH TOM TRUE BY EMAILS AND PHONE. OFFICER DENNIS REQUEST A ON-SITE MEETING TODAY OR TOMORROW WITH HIM OR A REPERSENTATIVE FROM HIS TEAM TO DISCUSS THIS MATTER FURTHER. I ASKED FOR A COPY OF THE REPORT / RESULTS THAT WAS PERFORMED ON-SITE BY THE ENGINEERING FIRM FROM KEVIN VIA EMAIL.

EMAIL 04-20-2021 04-20-2021 Larry Dennis #426

Attachment: CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020 (24-7004 : Pinnacle Park Dredging)

Zoom meeting tomorrow with Kevin Richardson and staff...See email:

Meeting

2200 Norcross Parkway - Sinkhole Repair

Meeting Time

Wednesday, April 21, 2021 12:00 PM - Wednesday, April 21, 2021 12:30 PM

EMAIL	05-04-2021	05-05-2021	Larry Dennis #426

Attachment: CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020 (24-7004 : Pinnacle Park Dredging)

Great news. The line has been cleaned and scoped. As next steps they will process the video and finalize the report, then submit to Maser Engineering for analysis.
Kevin Richardson, MRED, CHC
Senior Project Manager | Atlanta
Mobile +1 404 697 5323 | Direct +1 404 574 1094
Main +1 404 888 9000
kevin.richardson@colliers.com

On May 1, 2021, at 10:42 AM, Richardson, Kevin <Kevin.Richardson@colliers.com> wrote:
Quick update. The team mobilized this morning has been hard at work for a few hours now. I will continue to monitor their progress and check in with them.
Kevin Richardson, MRED, CHC
Senior Project Manager | Atlanta
Mobile +1 404 697 5323 | Direct +1 404 574 1094
Main +1 404 888 9000
kevin.richardson@colliers.com

On Apr 30, 2021, at 9:58 AM, Larry Dennis <larry.dennis@norcrossga.net> wrote:
Thanks for the update Kevin...
Sent from my iPhone

On Apr 30, 2021, at 9:22 AM, McCain, Angeline <Angeline.McCain@colliers.com> wrote:

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Great!
Thanks Tom.
Sent from my iPhone

On Apr 30, 2021, at 9:08 AM, Richardson, Kevin <Kevin.Richardson@colliers.com> wrote:

Team,
I just got off the phone with the vendor. They have the crews scheduled and lined up for tomorrow morning's work.

I will keep all informed.

Thanks,

Kevin Richardson, MRED, CHC
Senior Project Manager | Atlanta
Mobile +1 404 697 5323 kevin.richardson@colliers.com

From: Richardson, Kevin
Sent: Monday, April 26, 2021 8:10 AM
To: Tom True <tom.true@colliersengineering.com>; Larry Dennis <larry.dennis@norcrossga.net>
Cc: Brooks, Scott <Scott.Brooks@colliers.com>; McCain, Angeline <Angeline.McCain@colliers.com>; Mark Lupton <mark.lupton@colliersengineering.com>
Subject: RE: 2200 Norcross Pipe Cleaning

Attachment: CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020 (24-7004 : Pinnacle Park Dredging)

Team,
As we all know Saturday's two rounds of storms were pretty significant. Due to this, they were not able to find a crew for Sunday as many were out of power.

The next date that is scheduled is for this Saturday. However, we have pushed back to get an earlier date. I will keep everyone up to date on progress.

Thank you,

Kevin Richardson, MRED, CHC
Senior Project Manager | Atlanta
Mobile +1 404 697 5323 kevin.richardson@colliers.com

From: Tom True <tom.true@colliersengineering.com>
Sent: Sunday, April 25, 2021 8:42 AM
To: Richardson, Kevin <Kevin.Richardson@colliers.com>; Larry Dennis <larry.dennis@norcrossga.net>
Cc: Brooks, Scott <Scott.Brooks@colliers.com>; McCain, Angeline <Angeline.McCain@colliers.com>; Mark Lupton <mark.lupton@colliersengineering.com>
Subject: RE: 2200 Norcross Pipe Cleaning

Please provide Mark Lupton with your progress so that he can adjust the survey schedule as needed.

Tom True, PE LS
Geographic Discipline Leader | Civil/Site
tom.true@colliersengineering.com
Main: 877 627 3772 | Direct: 678 889 8348 | Mobile: 603 714 5668
colliersengineering.com

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From: Richardson, Kevin <Kevin.Richardson@colliers.com>
Sent: Saturday, April 24, 2021 9:17 AM
To: Larry Dennis <larry.dennis@norcrossga.net>
Cc: Brooks, Scott <Scott.Brooks@colliers.com>; McCain, Angeline <Angeline.McCain@colliers.com>; Tom True <tom.true@colliersengineering.com>
Subject: 2200 Norcross Pipe Cleaning

Officer Dennis,
I wanted to give you a heads up as soon as I got word. I just received a call from the crew today. Unfortunately they aren't able to perform the pipe cleaning and video taping today. It is just too rainy.

Tomorrow is Sunday, but because of the urgency he will try to get a crew on-site tomorrow.

Crossing my fingers and I will keep you informed.
Kevin Richardson, MRED, CHC
Senior Project Manager | Atlanta

Attachment: CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020 (24-7004 : Pinnacle Park Dredging)

Mobile +1 404 697 5323 | Direct +1 404 574 1094
Main +1 404 888 9000
kevin.richardson@colliers.com

EMAIL 05-02-2021 05-05-2021 Larry Dennis #426

Thanks for letting us know Kevin. We are planning on being onsite Monday morning to take care of the topo survey portion, but there may be bad weather on the way so we'll be keeping an eye on it.

I will keep everyone informed in the morning.

Thanks
Mark

Mark Lupton, PLS
Geographic Discipline Leader | Geospatial
mark.lupton@colliersengineering.com
Main: 877 627 3772 | Direct: 678 889 8342 | Mobile: 470 505 3923
colliersengineering.com

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EMAIL 06-24-2021 07-14-2021 Larry Dennis #426

Larry –

Thanks for the update, I just spoke with Kevin with Colliers and I informed him that the City did not receive any plans for review.

Donny and myself will continue working with them, I really appreciate all your help on this issue.

Have a great day.

Matthew S. Zaki, PE, CFM
City Engineer
City of Norcross
345 Lively Avenue
Norcross, Georgia 30071
[p] 678.421.2032
www.norcrossga.net
Norcross PNG

From: Larry Dennis <larry.dennis@norcrossga.net>
Sent: Thursday, June 24, 2021 12:31 PM
To: Matthew Zaki <Matthew.Zaki@norcrossga.net>; Donald Maxwell <donald.maxwell@norcrossga.net>
Cc: Keith Dampier <kdampier@norcrosspd.com>
Subject: Fwd: 20006725P - 2200 Norcross Parkway Sinkhole Repair

FYI...

Matt,

I'm semi retired only working two days a week on Tuesday's and Wednesday's. My concentration now is ensuring businesses in the city are in compliance having a city issued business license, which keep me very busy those two days. If my presence is required on the above job site please let me know a day in advance so I can schedule. I will have Kevin send you direct updated emails. Please take the lead on this project.

Thanks,

Officer Larry Denn´s #426

Sent from my iPad

Begin forwarded message:

Attachment: CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020 (24-7004 : Pinnacle Park Dredging)

From: "Richardson, Kevin" <Kevin.Richardson@colliers.com>
Date: June 24, 2021 at 11:32:20 AM EDT
To: Larry Dennis <larry.dennis@norcrossga.net>
Cc: "McCain, Angeline" <Angeline.McCain@colliers.com>, "Brooks, Scott" <Scott.Brooks@colliers.com>
Subject: RE: 20006725P - 2200 Norcross Parkway Sinkhole Repair

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

Hi Officer Dennis,

Quick update. Last week the drawings were submitted to the City for Review. We also have our contractor reviewing the drawings and revising his pricing to us.

Once the City approves the plan we'll be able to schedule construction for the piping repair.

Thanks and Go Hawks!

Kevin Richardson, MRED, CHC
Senior Project Manager | Atlanta
Mobile +1 404 697 5323 kevin.richardson@colliers.com

From: Richardson, Kevin
Sent: Wednesday, May 26, 2021 2:13 PM
To: Larry Dennis <larry.dennis@norcrossga.net>
Cc: McCain, Angeline <Angeline.McCain@colliers.com>; Brooks, Scott <Scott.Brooks@colliers.com>
Subject: FW: 20006725P - 2200 Norcross Parkway Sinkhole Repair

Officer Dennis,

Attached below is an update from the design engineers. As next steps, we'll be working with the City Engineers on plan review and getting an updated pricing from the contractor to make the repairs.

I will keep you updated on the status of the plan review and construction.

Please have a safe and happy holiday weekend.

Kevin Richardson, MRED, CHC
Senior Project Manager | Atlanta

Attachment: CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020 (24-7004 : Pinnacle Park Dredging)

Mobile +1 404 697 5323 kevin.richardson@colliers.com

From: Ryan Jones <ryan.jones@colliersengineering.com>
Sent: Wednesday, May 26, 2021 1:53 PM
To: donald.maxwell@norcrossga.net; Matthew.Zaki@norcrossga.net
Cc: Tom True <Tom.True@colliersengineering.com>; Richardson, Kevin <Kevin.Richardson@colliers.com>; McCain, Angeline <Angeline.McCain@colliers.com>; Brooks, Scott <Scott.Brooks@colliers.com>
Subject: 20006725P - 2200 Norcross Parkway Sinkhole Repair

Matthew/Donald,

Matthew, I don't know if you remember me, but I worked for PEC a few years back and I remember working on Fouts Road with you while you were at City of Roswell if I recall.

I have since moved on and now am here at Colliers Engineering & Design. I'm working on a project located at the address above. There is a large sinkhole at this address that we are in the process of putting together some drawings to remedy the situation. What I am contacting you and Donald about is what will be needed for submission and permitting. Any help you guys can provide would be greatly appreciated. Below is a screenshot of the property and a sketch of what is current.

What we are proposing to do is the following:

Replace the pipe from OCS to JB with HDPE of same size.
Replace the pipe from the JB to the Headwall with HDPE of the same size.
Remove and replace the JB and/or field modify top and bottom to better facilitate positive drainage.
Cut/Patch parking surface as necessary for the associated pipe installations.
Replace lost asphalt/curb and gutter where sink hole currently is situated.
Fill sinkhole with CLSM to subgrade level of pavement and pave over the top of it for areas where sinkhole is situated and reshape hill to OCS.

Let me know if you guys have any questions about the project and/or if you'd like to set up a teams/zoom meeting to discuss.

Thanks in advance,

Ryan D. Jones, PE
Project Manager | Civil/Site
ryan.jones@colliersengineering.com
Main: 877 627 3772 | Direct: 678 288 4491 | Mobile: 309 453 4073
1305 Mall of Georgia Boulevard Suite 120 | Buford, Georgia 30519

Attachment: CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020 (24-7004 : Pinnacle Park Dredging)

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PHOTO DOCUMENTATION	07-06-2021	07-16-2021	Susan Zboray #428

See attached updated photos taken on July 5, 2021.
Two compliance photographs.

REFERRED TO	08-25-2021	08-25-2021	Larry Dennis #426

CASE CLOSED...TURN OVER TO MATT ZAKI (CITY ENGINEER) HE IS AWARE OF THE SITUATION WITH THE SINK HOLE...SEE EMAILS.

Compliance met see the photographs.

Memos

People

OWNER	NORCROSS SPRINGS LP	156 FRONT STE 3033, TORONTO ON M5J 2L6, ON M5J 2L6

Attachment: CED2020-02950 Case Activity Report, Soil Erosion, 17 Nov 2020 (24-7004 : Pinnacle Park Dredging)

Finance Department
Budget Adjustment Entry

Purpose: To recognize revenue for amount due from Agellan Capital Management

Effective Date: 6/3/2024

Description	Account Number	Increase	Decrease
Miscellanous Revenue	500-389000	164,000	
Repairs & Maintenance Storm Water	500-5.4320.522209	164,000	
	Totals	328,000	-

This budget amendment increases both a revenue and expenditure account so there is a net zero impact to budget.

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

City of Norcross

Legislation Details (With Details)

File #:	24-7005	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/3/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Boards, Commissions, and Authorities (BCA) Manual Updates		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Boards, Commissions, and Authorities (BCA) Manual Updates
2. 2024 BCA Manual - Redlined
3. 2024 BCA Manual - DRAFT
4. BCA Manual Recommendations - Revisions Tracker

Title
Boards, Commissions, and Authorities (BCA) Manual Updates

Drafter
Councilmember Matt Myers

Motion
A motion to Approve/Deny the proposed updates to the City of Norcross' Boards, Commissions, and Authorities (BCAs) Policies and Procedures Manual.

NORCROSS
a place to imagine

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

Agenda Report

To: Mayor and Council

From: Councilmember Matt Myers

Meeting Date: June 3, 2024 - Mayor and Council

Item No.: 24-7005

Title: Boards, Commissions, and Authorities (BCA) Manual Updates

CC: Eric Johnson, City Manager

Recommendation

Approve the proposed updates to the City of Norcross' Boards, Commissions, and Authorities (BCAs) policies and procedures manual.

Background

The BCA Manual serves as a comprehensive guide, providing Norcross BCA members with essential information about their roles and responsibilities. It outlines the procedures and requirements that members must adhere to while carrying out their duties in compliance with the laws of the State of Georgia and the policies and procedures established by the City of Norcross.

The Council approved the original version of the BCA Manual on September 8, 2020. A thorough review of these processes and routine updates is critical to address current concerns and ensure that members remain aware of recent developments in state law and city policies.

Financial Impact:

N/A

Consistent with Comprehensive Plan?

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. 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

Attachment: Agenda Report - Boards, Commissions, and Authorities (BCA) Manual Updates (24-7005 : Boards, Commissions, and Authorities

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

Attachments

BCA Manual – Redlined

BCA Manual – Updated May 2024

BCA Manual Revision Tracker

Next Steps

Approve the latest version of the BCA Manual

Update

BOARDS, COMMISSIONS, & AUTHORITIES MANUAL

City of Norcross
65 Lawrenceville Street
Norcross, GA 30071

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As edited ~~January~~ April 19~~21~~23, ~~2021~~ 2024

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INTRODUCTION

Congratulations on your appointment ~~as~~ to a City of Norcross Board, Commission, or Authority (BCA) ~~member~~. The City Council has established a number of Boards and Commissions and activated important state-authorized Authorities to review various areas of city programs, address community needs, facilitate economic development, and encourage public input. Individuals who serve on a city BCA play an essential role in assisting the Mayor and Council with creating projects and plans that serve the purpose of enhancing the quality of life for those who live, work, and play in the City while preserving the uniqueness it possesses.

BCA members are required to abide by the laws and procedures that govern meetings. Compliance is necessary to ensure that their work is as effective and productive as possible.

This handbook has been created to provide new, as well as current, BCA members with a general knowledge of policies, guidelines, and responsibilities along with a general overview of essential information to aid in the understanding of the functions of each respective BCA.

On behalf of the Mayor and City Council, thank you for lending your passion, intellect, and experience to the BCA for which you have so generously chosen to serve. Your service, contribution, and commitment to the City of Norcross ~~are~~ greatly appreciated. Should you have any questions, please feel free to contact the Office of the City Clerk at 678-421-~~2035~~2042.

THE VALUE OF SERVICE

While service on a BCA involves real work, it is also immeasurably important and rewarding. As a member of a BCA, you will have a chance to influence public policy through your knowledge and experience, to make recommendations to the Mayor and Council and gain a better understanding of the issues facing the City. As a BCA member, you will also have the chance to interact with other citizens regarding important matters, participate in and gain new insights into the public policy process, and give back to the community by using your time and talent to make the City of Norcross a happier, safer, and more progressive community.

Commented [SA1]: Moved Value of Service Secti before Mission Statement

MISSION STATEMENT

To provide board, commission, and authority members with a general knowledge of policies, guidelines, and responsibilities to aid in the understanding of the functions of BCA's, to transform imagination, passion, expertise, and creativity into actions that bring about progressive transformation in the City of Norcross.

GOVERNMENTAL ORGANIZATION

The primary policy-making body of the City of Norcross is the Mayor and Council~~.~~. As the legislative body, they are responsible for the passage of legislation and the overall direction of the City. The Mayor and Council authorizes all Boards and Commissions and activates all ~~Authorities and appointments~~ Authorities, appointing and reappointing members to each.

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The City of Norcross, by City Charter, operates under the Council-Manager form of government~~.~~. Under this form of government, the City Manager serves as the ~~chief~~ Chief ~~administrative~~ Administrative ~~officer~~ Officer of the City~~.~~ The City Manager is responsible for the day-to-day operations of the City, as well as the overview and assignment of city staff~~.~~ It is the job of the City Manager to carry out the policies adopted by the Mayor and Council. ~~-~~As an administration, the City Manager, and by extension, city staff members, provide assistance and expertise to BCA's. ~~-~~While BCA members can expect to work closely with city staff, it is essential to note that City staff reports to the City Manager, and the City Manager reports to the Mayor and Council.

DEFINITIONS

The following definitions shall apply in these Rules and Procedures:

Ad Hoc Committee: A group which may be established by the City Council, the functions of which are limited to a specific task or program, and which has a termination point.

Advisory Board or Commission: A Board or Commission established by resolution or ordinance, the recommendations of which are advisory in nature. Decisions of advisory boards are guided by the Comprehensive plan, Council Goals, and other planning documents.

Advisors: A Board or Commission may invite other persons to be associate members of the full Board or Commission. Such members shall not have the right to vote. Associate members shall be designated as persons who have certain expertise in matters relevant to the function of the Board or Commission. Requests for services of an associate member shall have the approval of the City Council.

Conflict of Interest: Members of City Boards and Commissions have a duty to use their positions to contribute to the public good and they must refrain from using their positions for personal gain. All Members are required to avoid actual or perceived conflicts of interests between their personal, business or family interests and the interests of the City. The City's Code of Ethics, which applies to Board and Commission members, should be consulted for a full explanation of what constitutes a conflict of interest and for other mandatory standards of conduct. The instructions and commensurate form for disclosure is provided at the end of this manual.

Council Liaison: A Councilmember who maintains communication and mutual understanding between a BCA and the City Council.

Quorum: A majority of board or commission members.

Regulatory Board or Commission: A Board or Commission established by ordinance or Charter or resolution that has decision making authority in accordance with State statutes or City Code.

Staff Liaison: A staff member who facilitates meeting set up, recording and production of the minutes of the meetings.

Sub Committees: BCAs can create sub committees to work on a specific topic to bring back to the full committee for consideration. City Council does not need to approve sub committees, but there may be Council appointed sub committees as well.

Commented [SA2]: Added definitions section

QUICK LINKS – CITY OF NORCROSS

City of Norcross Boards, Commissions, and Authorities
https://www.norcrossga.net/108/Boards-Commissions-Authorities

City of Norcross Mayor and Council
https://www.norcrossga.net/186/Mayor-Council

City of Norcross Departments and Structure:
https://www.norcrossga.net/388/Departments

City of Norcross Agendas and Minutes
https://norcrossga.iqm2.com/Citizens/default.aspx

Commented [SA3]: Added quick links section

ABOUT BCA'S

BCA's serve an essential function within the City of Norcross. . Boards and Commissions act as advisory and regulatory bodies responsible for assisting the Mayor and Council with areas or issues of importance. Authorities may be used as a mechanism to enhance the city's economic growth and development. BCA's provide valuable insight to both City policymakers and administrators.

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BOARDS

A board is a formal committee with structure, duties, and powers established by ordinance. A board usually performs a quasi-judicial or adjudicative function to include public hearings or determining regulation.

Commented [SA4]: Merge Boards & Commission sections as they are the same in structure and duty

BOARDS AND COMMISSIONS

Boards and Commissions are formal, standing committees with structure, duties, and powers established by ordinance. The Boards and commissions may make recommendations for changes in public policy, study or investigate a particular problem or event, or perform a specific duty. ABoards and commissions often has have an administrative or functional responsibility and may hold hearings, conduct research, analyze data, investigate policy areas, and/or make field visits as they perform their duties.

One critical role of Boards and Commissions is to make recommendations to the Mayor and Council. In making these recommendations, several factors shall be considered:

- Members should take care that deliberations include thorough research and review of all alternatives on an issue prior to making a recommendation.
- Recommendations to the Mayor and Council should reflect the consensus or majority position of the entire Board or Commission, not the opinion of a single member or minority.
- Recommendations should reflect a consensus position not only based on the deliberations of the Board or Commission but also reflecting any public input received.
- Any written report that accompanies a recommendation should be formally typed using an agenda report and submitted to the assigned city staff to be added to the agenda before the next Policy Work Session.

- A member of the Board or Commission and/or the staff liaison should attend the Policy Work Session or Mayor and Council meeting at which the recommendations are presented in order to answer questions.

- When appropriate, Boards or Commissions shall rely on the City's adopted development plans, ordinances, and standards when providing a recommendation to the Mayor and Council.

AUTHORITIES

Authorities are alternate units of government created by the state and activated by local government to accomplish specific objectives, projects, or missions for public purposes and interests rather than through direct action of municipalities.

Although the governing body plays a role in activating an authority and appointing the members of its board, the ~~Authority~~ authority is an independent agency of the state. It possesses all the powers necessary for it to carry out its purpose, including the authority to incur debt, own property, finance its activities, enter into contracts and intergovernmental agreements, and issue revenue bonds.

~~THE VALUE OF SERVICE~~

~~While service on a BCA involves real work, it is also immeasurably important and rewarding. As a member of a BCA, you will have a chance to influence public policy through your knowledge and experienceexperience, to make recommendations to the Mayor and Council and gain a better understanding of the issues facing the City. As a BCA member, you will also have the chance to interact with other citizens regarding important matters, participate in and gain new insights into the public policy process, and give back to the community by using your time and talent to make the City of Norcross a happier, safer, and more progressive community.~~

~~TYPES OF BCA'S~~

~~Two major types of BCA's exist in Norcross. The first and more formal of these types is the standing BCA. These groups are created and authorized by either state statute or municipal ordinance. Boards and Commissions work to provide the Mayor and Council with in-depth advice on a variety of topics and/or to research particular issues and gather public input. Authorities function according to state statue and in partnership with the Mayor and Council to revitalize and redevelop identified areas within the city. These standing BCA's serve the City long-term and rotate membership based on terms of service outlined in their authorizing legislation and by-laws.~~

~~The majority of these standing BCA's are comprised of citizens appointed to serve by the Mayor and Council. Sometimes these groups will have an appointed Councilmember providing a link between the BCA and the Mayor and Council. A City staff liaison may be assigned to work with a particular BCA on an as needed basis.~~

~~The second form of BCA is temporary or ad-hoc. These BCA's will often serve similar advisory or information-gathering roles as the standing BCA but on issues or areas less permanent in nature. While these BCA's have authorizing legislation to guide their purpose, they rarely will have formal by-laws.~~

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BCA ROLES AND RESPONSIBILITIES

Boards and Commissions, by virtue of their authorizing statutes, ~~will~~shall typically take on one of two roles, each of which has its own level of authority and responsibility.

Regulatory and Adjudicatory Boards and Commissions~~,~~ such as the Zoning Board of Appeals, Architectural Review Board, and Historic Preservation Commission, are granted direct authority over narrow policy areas or the authority to make binding determinations on questions brought before them. While appointed by the Mayor and Council, they have the authority to make decisions independent of the Council. These BCA's may also provide an advisory role to the Mayor and Council on specific issues.

Advisory Boards and Commissions, the second type of role, serve the Mayor and Council by providing ~~them with the~~ input and insight on relative matters~~of their members~~, holding meetings and gathering input from the general public, providing evaluations of programs, making recommendations, and giving other assistance and information as requested by the Mayor and Council.

It is vital for both Regulatory and Adjudicatory, as well as Advisory Boards and Commissions to remember that while they have an important role in the governmental system, they are concentrated in duty, scope, and authority. The scope of a BCA's responsibilities is tied to the authorizing statute under which it was created, which amounts to a mission statement handed down from the Mayor and Council. Boards and Commissions may only discuss and make recommendations or decisions on topics within this area, and they cannot unilaterally make policy decisions or direct city staff.

Authorities are governed by state statutes and may enhance economic development and community revitalization. Their value lies in their ability to function with economic development powers that governments do not possess.

The powers granted to an Authority are established by state law. In addition, there are locally established by-laws that define their processes. The Mayor and Council activate the authority and appoint the authority's directors. The common denominator for everyone is the health and prosperity of the city. To that end, a good partnership is essential.

~~BOARDS OR COMMISSION RECOMMENDATIONS~~

~~One critical role of a Board or Commission is to make recommendations to the Mayor and Council. In making these recommendations, several factors must be considered:~~

- ~~Members should take care that deliberations include thorough research and review of all alternatives on an issue prior to making a recommendation.~~
- ~~Recommendations to the Mayor and Council should reflect the consensus or majority position of the entire Board or Commission, not the opinion of a single member or minority.~~
- ~~Recommendations should reflect a consensus position not only based on the deliberations of the Board or Commission but also reflecting any public input received.~~
- ~~Any written report that accompanies a recommendation should be formally typed and delivered to the assigned city staff to be added to the agenda before the next Council meeting.~~
- ~~A member of the Board or Commission and/or the staff liaison should attend the Mayor and Council meeting at which the recommendations are presented in order to answer questions.~~

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- ~~When appropriate, Boards or Commissions will rely on the City's adopted development plans, ordinances, and standards when providing a recommendation to the Mayor and Council.~~

Commented [SA8]: Moved under Boards and Commissions section

KEYS TO BECOMING AN EFFECTIVE BCA MEMBER

Like any endeavor, serving ~~as a BCA member~~ on a BCA requires you to put in time and effort~~.~~ . The following behaviors can guide you in becoming a more effective member of your BCA:

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- **Be familiar with the by-laws and other critical documents of your particular BCA.** These documents provide information on the mission and scope of your group as well as how it should operate. Each BCA may establish (after approval by the mayor and councilmembers) bylaws, rules and regulations, not inconsistent with this Charter, an ordinance of the city, or law, as it deems appropriate and necessary for the conduct of its affairs. Copies of such bylaws, rules and regulations shall be filed with the Clerk of City.

- **Review the Open Meetings Act.** This legislation ~~will~~shall guide how your ~~group~~ BCA can meet and the steps needed to comply with State law. (For more in-depth information about the Open Meetings Act and Georgia Sunshine Laws, ~~see page #8~~CLICKE HERE.)

Commented [SA9]: Added reference for Red Boo

- **Attend meetings and come prepared**~~.~~ BCA's prepare an agenda prior to each meeting as well as provide related materials. Each BCA member is expected to go to each meeting prepared to discuss the relevant issues, having reviewed any provided documentation. It is beneficial to arrive at meetings on time and with an open mind so that the meeting ~~will~~ shall be conducted in an efficient, professional, and unbiased manner.

- Understand General Rules of Procedure:
  All BCAs shall utilize the following policies and rules of procedure to govern the calling and conducting of their meetings.

  (1)The presiding official of the meeting or hearing shall be the chairperson of the BCA, or in his or her absence the Vice-Chair. In the case of a meeting and hearing of the Mayor and City Council, the Mayor will serve as the presiding official, or in the Mayor's absence, the Mayor-Pro Tempore.

  (2) Unless otherwise provided by ordinance, rules of procedure for meetings of all BCAs shall follow Rosenberg's Rules of Order.

  (3) Meetings and hearings shall be at the call of the Chair and at such other times as the members of the BCA may determine.

  (4) The BCA shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact. Records of its examinations and other official actions will be immediately filed in the office of the City Clerk and shall be a public record.

  (5) All individuals present at a public hearing shall be allowed to voice their opinions at a hearing unless there is a spokesperson representing a particular individual. The review authority shall allow a maximum time period for presentation of data, evidence, and opinion by proponents of each decision and an equal maximum time period for presentation by opponents of each proposed decision, such time period shall be no less than ten minutes per side. The presiding official shall have the right to increase the maximum time limit for the presentation of data, evidence, and opinion by proponents and opponents of each decision, provided the maximum time for such presentations is the same for proponents and opponents.

  (6) Items shall be considered in the order of submission. However, if such order of consideration would exhibit a hardship on the presenter, the BCA order of consideration.

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- **Remember, you are a member of a team.** The authority of the BCA comes from the entire group. The decisions made ~~must~~shall be of a consensus or majority ruled nature. There may be a time at which your personal view is not that of the BCA as a whole. In these cases, remember to work as a member of the group and represent your personal views only when it is clear that they are personal and not reflective of the entire BCA.

APPOINTMENT PROCESS POLICIES AND PROCEDURES

CALL FOR APPLICATIONS

Upon notification of a BCA vacancy, a notice shall be posted on the City's website, newsletter, and social media outlets. ~~The City Clerk's Office gathers new applications and contacts all the applicants of previously submitted applications to confirm their interest in serving on that BCA.~~

Twice a year, in April and October, the City shall issue a call for people interested in serving on a BCA. Vacancies shall be advertised by city staff on the City's website, in the local newsletter, and on social media outlets. Should there be a lack, less than one, of applications, an additional call for applications shall be issued.

APPLYING TO A BCA

~~Twice a year, in April and October, the City will issue a call for persons interested in serving on a BCA. Vacancies will be advertised by city staff on the City's website, in the local newsletter, and on social media outlets. Should there be a lack of applications; an additional call for applicants will be issued.~~

With some exceptions, ~~representatives~~ applicants ~~to all BCA's~~ are regularly appointed in June and December. Special appointments take place following a resignation. The City Clerk's office ~~will~~shall send a letter of appreciation and acknowledgment of the term of service to the outgoing BCA member and a notice to the newly appointed ~~BCA member~~member.

Individuals interested in serving on a City BCA ~~must~~shall complete the "City of Norcross Boards, Commissions, & Authorities Application," indicating which BCA they are applying for, limited to the applicant's top two BCA choices. This application can be obtained from the City's website and returned to the City Clerk's office upon completion. The application ~~will~~shall be held on file by the Clerk for two years and ~~will~~shall be considered by the ~~City~~ Mayor and Council if an opening in the applicable BCA becomes available.

Eligibility to apply and serve on a BCA varies based on their authorizing legislation. Several BCA's require that a majority of their members reside in the City of Norcross and/or hold specific professional backgrounds;

See the BCA list for the eligibility requirements of a particular BCA.

~~CALL FOR APPLICATIONS~~

~~Upon notification of a BCA opening or BCA resignation, a notice will be posted on the City's website, newsletter, and social media outlets. The City Clerk's Office gathers new applications and contacts all the applicants of previously submitted applications to confirm their interest in serving on that BCA.~~

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~~INTERVIEW~~ APPLICATION PROCESS

Applicants are required to complete and return the BCA application, along with a five-ten minute video addressing the following questions as presented in the application packet:

Question 1: Briefly explain your reason(s) for wishing to serve on this BCA.

Question 2: What skills and experiences do you have that can be applied to the mission and goals of the BCA?

Question 3: Will you have the time and availability to prepare for and regularly attend meetings, periodic training sessions provided by the City either on or off-site or virtually, and to perform a reasonable amount of work outside of regularly scheduled meetings?

Question 4: How long have you been a resident of Norcross? (If required for appointment); or

How long have you been a property or business owner in Norcross (if required for appointment); or

How long have you been in an associated profession or related organization (if required for appointment)

Question 5: Do you know of any circumstances that would create a conflict or result in you having to abstain from voting on any action before a BCA? If so, please explain.

Assistance will be provided to applicants needing assistance with the required video recording.

APPLICANT VETTING PROCESS

The BCA chair and ~~two~~ staff liaison~~s~~ review and vet all applications and video submissions to ensure that applicants meet the qualifications required to serve on the BCA for which they have applied, i.e., residency, property or business ownership, or professional affiliations.

~~The BCA chair and staff liaisons then create a list of recommended candidates and forward it, along with all applications and video submissions, to the Mayor and Council for further consideration.~~ The Board Chair shall provide the City Clerk's Department with a thoughtful recommendation before the Policy Work Session. The City Clerk's Department shall then forward all eligible application packets to the Mayor and Council for review, along with the BCA Chair's recommendation. The BCA Chair may involve the entire board in the decision-making process or opt not to provide a recommendation, leaving the decision solely up to the Mayor and Council.

The process for appointing or reappointing a BCA member begins with including it on a Policy Work Session Agenda.

The Mayor and Council ~~will~~shall conduct any additional follow-up discussions, interviews, etc., in Executive Session.

As the ultimate decision-making body, the Council shall vote on the appointment or reappointment at the subsequent Regular Council Meeting. ~~The Mayor and Council will vote on the final appointment at the next Regular Council Meeting or Special Called meeting.~~

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BACKGROUND CHECK

The City of Norcross ~~will~~shall ~~may~~ conduct a Criminal Background Check ~~prior to the appointment to a BCA.~~ .

OATH OF OFFICE

Before new BCA members can participate as voting members, an official Oath of Office ~~must~~shall be taken. ~~The swearing-in ceremony will take place at the next Regular Council Meeting. Newly appointed members will be sworn in by the Mayor or Mayor Pro Tem.~~ The Oath of Office shall be administered by the Mayor following an appointment. Oaths shall be administered in the office of the Mayor.

TERM OF SERVICE

Each BCA may have different terms of service based on their authorizing legislation. ~~Typically, each BCA member will serve a **four year term** except for any terms defined by state statute;~~ please see the BCA chart in the appendix for the term of service for a BCA.

REAPPOINTMENT PROCESS

All interested BCA members whose terms are set to expire ~~must~~shall complete a "City of Norcross Reappointment Application." The application ~~will~~shall confirm the BCA member's interest ~~to continu~~in continuing~~e~~ service. Reappointments are not automatic. The ~~Board~~ BCA Chair and ~~two~~ staff liaison~~s~~ will evaluate all applications for consistency. ~~with requirements for appointment~~., ~~arrange and participate in initial interviews and forward qualifying applications to Mayor and Council for review.~~

The BCA Chair provides the City Clerk's Department with a recommendation. The BCA Chair may involve the entire board in the recommendation process or opt not to provide a recommendation, leaving the decision solely up to the Mayor and Council.

The City Clerk's Department will then forward all eligible application packets to the Mayor and Council for review, along with the BCA Chair's recommendation.

The process for appointing or reappointing a BCA member begins with including it on a Policy Work Session Agenda.

The Mayor and Council shall conduct any additional follow-up discussions, interviews, etc., in Executive Session.

As the ultimate decision-making body, the Council shall vote on the reappointment at the subsequent Regular Council Meeting.

If a successor has not been elected at the end of any BCA member's term of office, the BCA member whose term of office has expired shall continue to hold office until his or her successor is elected.

RESIGNATION

Any BCA members that intend to resign ~~must~~shall forward a letter to their BCA ~~chair~~Chair, who ~~will~~shall then forward that letter to the City Clerk. The resignation letter ~~will~~shall then be forwarded to the Mayor and Council for their acceptance. If a BCA member resigns before their term expires, a replacement member ~~will~~shall be appointed via the appointment process listed above to serve the remainder of the unexpired

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term. If the term is set to expire in less than six months, the applicant ~~will~~shall be appointed for the remainder of the unexpired term as well as appointment for the following term.

STRUCTURE OF BCA'S

~~Most BCA's are structured to consist of a chair, vice-chair, and its members. Once a year, the BCA will elect its officers. For most BCA's this will include the election of a chair and vice-chair, while some BCA's will elect secretaries and other officers as outlined in their by-laws.~~

Except as otherwise provided by this Charter or by law, each board, commission or authority of the city government shall elect one (1) of its members as chairman and one (1) member as vice chairman for terms of one (1) year and may elect as its secretary an employee of the city.

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BCA CHAIRPERSON

The Chair of a BCA maintains his or her status as a voting member and takes on additional duties. These include but are not limited to:

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- May assist staff in preparing meeting agendas
- Preside at all meetings of the BCA
- Serve as the contact person for staff liaison to the BCA
- Keep BCA discussions on topic
- Ensure all points of discussion are clear and understood
- Minimize conflict and develop BCA consensus
- Summarize discussion and clarify what decisions were made
- Ensure all individuals (BCA members and citizens) are given a chance to speak
- Annual BCA update to Mayor and Council

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The Chair of a BCA is also usually the representative at the ~~City~~ Policy Work Sessions and Mayor & Council meetings when a recommendation or report is made, unless represented by a staff liaison. This is not a formal duty of the Chair, but he or she ~~will~~shall sometimes fulfill it.

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Where applicable, in the absence of the Chair, the vice-chair ~~will~~shall assume all the rights and privileges of the Chair and ~~will~~shall perform the Chair's duties so long as such absence shall continue.

CITY STAFF LIAISON

Assigned by the City Manager, most BCA's ~~will~~shall have a City staff liaison who, in either a formal or informal capacity, serves as the staff point of contact for the BCA. The role of the staff liaison is to aid and provide support to the BCA in fulfilling their duties by assisting with their training and experience in local government operation and their functional area on an as-needed basis. Duties may include:

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- Attending meetings of the BCA (when necessary)
- Assisting in the preparation of meeting agendas and/or minutes
- Arranging times and locations for BCA meetings (if needed)
- Researching issues and preparing reports for the BCA
- Disseminating information to BCA members
- Ensuring compliance with Open Meetings/Open Records Act
- Serving as a point of contact between BCA and City staff
- Ensuring reports to the Mayor and Council are reflective of the BCA consensus
- When necessary, provide alternate reports to the Mayor and Council as a staff recommendation.

While BCA's are expected to work closely with the staff liaison, they do not direct the work of staff or assign staff to a task; this authority lies with the City Manager. If a BCA feels they are receiving insufficient staff support, they should contact the City Manager.

MEETING STRUCTURE

The work of a BCA is typically accomplished within the scope of a meeting. Most BCA's have established days and times for which they meet, **while others meet as needed.** BCA's meet in a variety of public locations, typically City Hall or alternative City facilities, to comply with the Open Meetings Act. Please see the BCA list in the appendix for the meeting time and location of each ~~a particular~~ BCA.

In addition to regular meetings, there may be occasions where a BCA will need to cancel or postpone a meeting, reschedule an issue for consideration to another meeting, or hold a special meeting to address a pressing issue. In all such cases, the Chair and staff liaison should take care to ensure the requirements of the Open Meetings Act are upheld and critically affected parties are notified.

ATTENDANCE

Because so much of the work of the Council and the BCA is completed at meetings, attendance is a critical component of a successful BCA. High rates of attendance ensure full discussion of issues and the broadest range of perspectives; these factors lead to more comprehensive and collective recommendations.

BCA members are expected to attend meetings on a regular basis. If a BCA member is unable to attend a meeting, they should inform the Chair and Staff Liaison. ~~Every quarter, the Chair or secretary of each BCA forwards the attendance record of all members to the City Clerk, who then archives them.~~

~~In cases where absenteeism is a chronic issue for a particular BCA member, the City Clerk may take steps to contact the individual or Chair to determine if action to remove or replace the member is warranted. If necessary, the City Clerk may then forward this information with a recommendation to the Mayor and Council.~~

It is understood that BCA ~~Members~~ members may occasionally miss meetings due to circumstances beyond their control such as illness, travel, jury duty, holidays, etc. These will generally be considered an "excused" absence~~s~~. In all cases, BCA Members are expected to notify the BCA Chair and staff liaison of meetings they know they will miss. ~~An excessive number of~~ Two or more unexcused absences in a twelve-month period may constitute sufficient reason for removal by the Mayor and Council.

In cases where absenteeism is a chronic issue for a particular BCA member, the Chair may contact the City Clerks Department to determine if action to remove or replace the member is warranted. If necessary, the City Clerk may then forward this information with a recommendation to the Mayor and Council.

Any member of a BCA may be removed from office by a vote of a majority of the members of the Council

TELECONFRENCE/VIRTUAL/REMOTE PARTICIPATION

Boards & Commissions

OCGA 50-14-1 (g)(3):
A member of the local government or one of its agencies can participate by teleconference (including voting on matters) if the conditions below are met. However, no member can participate by teleconference more

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than twice in one calendar year unless emergency conditions exist or the member has the written opinion of a physician that reasons of health prevent the member's physical presence.

Conditions:
Due to reasons of health or absence from the jurisdiction; and
A quorum is present in person; and
All other requirements of the Open Meetings Act are met
A member can attend by teleconference if none of the exigent conditions exist, but the member cannot participate except as a member of the public, nor can the member vote.

Development Authorities

SB 26 Part II Section 2-1
"(h)(1) The following bodies and committees thereof shall be authorized to conduct meetings by teleconference, provided that any such meeting shall be considered to be conducted in compliance with this chapter so long as the notice required by this chapter is provided and, if fewer than a quorum of the members of a body or committee thereof are physically present, means have been afforded for the public to have simultaneous access to the teleconference meeting.

DECORUM AND RULES OF ORDER

Members of a BCA, by nature of their appointment, are representatives of the City of Norcross and of the Mayor ~~&~~ and Council. As such, members are expected to act with respectability and courtesy toward each other, city staff, and members of the public appearing at BCA meetings. In the same manner, members of the staff and public are also expected to follow rules of decorum and order at BCA meetings. ~~City staff is expected at all times to act in a professional manner towards members of the Council, BCA members, and members of the public.~~

In cases where ~~the~~ behavior at a meeting is outside proper decorum, it is the responsibility of the Chair or staff liaison of the BCA to control the situation and resolve any issues. If the problem is persistent, it is suggested to follow the tips in the "Conflict Resolution and Dealing with the Public" section of the handbook.

D~~epending on the BCA, rules regarding meeting order may vary from very formal to less formal. The by-laws of the particular BCA should be followed at all times; where the by-laws are not specific or do not exist, guidelines from the Rosenberg's Rules of Order should be followed, to be supplemented as necessary with BCA custom or common-sense rules of operation. For members of the public or other guests attending a BCA meeting, rules of order may not be known or understood~~ Rules of order may not be known or understood by members of the public or other guests attending a BCA meeting; in these cases, it is appropriate for the Chair or staff liaison to explain how the meeting ~~will~~shall proceed.

MEETING AGENDA

An agenda lays out the order of a meeting and which issues ~~will~~shall be discussed. The development of the agenda is handled by the staff liaison with assistance from the BCA chair or secretary and is prepared in advance of the meeting date. In general, the meeting agendas of BCA should follow the format of the City Mayor and Council agenda.

Once complete, the agenda should be disseminated to the members of the BCA and made available to the public in compliance with the Open Meetings Act. All members of the BCA and the staff liaison may add items to the meeting agenda prior to any formal posting by contacting the Chair or staff liaison. After official posting, the agenda should be considered set, with any changes made adhering to the rules of the Open Meeting Act. ~~and BCA by-laws.~~

Agendas shall be submitted to the City Clerk's Department no later than one week before the scheduled meeting date.

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PUBLIC COMMENT

In most cases where members of the public have attended to speak on a particular issue, comments should be made during the public comment period. ~~the time that agenda item is discussed.~~ If citizens have attended to make general comments concerning a topic that is not on the agenda, time may be set aside at the beginning of the meeting for this purpose at the Chair's pleasure. Reasonable time limits may be set for public comments.

QUORUM AND VOTING

A quorum ~~must~~shall be present for conducting meetings of the BCA. A quorum of the BCA is satisfied when more than half (or the majority) of the appointed members are physically present. The Chair and staff liaison ~~must~~shall enforce this ~~rule~~law. Any member may raise a point of order directed to the Chair if he believes that a quorum is not present. If, during the course of a meeting, a member leaves and a quorum no longer exists, the meeting cannot continue. If a quorum is not attained within 30 minutes, the Chair, with the approval of the members present, will reschedule the meeting. ~~If the BCA should fail to decide what a quorum should be, then the quorum is a majority of current members.~~

Passage of a motion requires the affirmative vote of a majority of the members present and voting at a meeting at which a quorum is present. ~~Unless otherwise specified by statute, City Charter or ordinance, a majority means more than half of the members present~~.

MEETING MINUTES

Meeting minutes for a BCA describe the action and discussion that took place at a given meeting. Minutes are typically taken by a BCA secretary, other members, or the staff liaison. In general, the minutes should include a summary of a discussion and should contain mainly a record of the legislative actions from the meeting. BCA by-laws may provide more specific procedures regarding meeting minutes. Typically, minutes ~~will~~shall be approved at the next meeting of the BCA, and any changes should be made in an open session with the approval of a majority of members. From there, minutes will be handled by ~~the~~ staff ~~liaison~~, who will see that they are appropriately archived with the City Clerks Department and made available to citizens in compliance with the Open Records Act.

OPEN MEETINGS AND OPEN RECORDS ACT

OPEN MEETINGS

Georgia's laws regarding government meetings and records are commonly referred to as the "sunshine laws." They are designed to provide transparency to the public on how government operates, how decisions are made, how money is spent, etc. As such, they require that the public have notice and access to city meetings and establish procedures for public access to City records.

(3)(A) 'Meeting' means:
(i) The gathering of a quorum of the members of the **governing body of an agency** at which any official business, policy, or public matter of the agency is formulated, presented, discussed, or voted upon; or

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(ii) The gathering of a quorum of **any committee** of the members of the governing body of an agency or a quorum of any committee created by the governing body at which any official business, policy, or public matter of the committee is formulated, presented, discussed, or voted upon.
O.C.G.A. §50-14-1(a)(3)(A).

The term "agency" is broadly defined in O.C.G.A. § 50-14-1(a) (1) to include the following:

- Every state department, agency, board, bureau, commission, public corporation, and authority;
- Every county, municipal corporation, school district, and other political subdivision;
- Every department, agency, ***board***, bureau, ***commission, authority,*** and similar body of each county, municipal corporation, or other political subdivision of the state;
- Every city, county, regional, or other authority established pursuant to state law; and
- Non-profit organizations that receive more than one-third of their funds from a direct allocation of state funds from the governing authority of an agency. All private entities that carry out governmental functions are subject to Open Records provisions of the Sunshine Laws.

Meetings must be open to the public and the press. The public and the media can observe and record the meeting. Members of the public do not have the right to participate in the meeting, just to observe. You can give them the right to participate through public comment. Votes taken in violation of the law are void.
O.C.G.A. § 50-14-1(b), (c).

A notice must be posted at least one week in advance of regular meetings. Post it at the place of the meeting and on your website, and let the press know. Special meetings usually require at least 24 hours' notice, though there are unique situations where less than 24 hours notice is permitted if the circumstances demand it. Immediately give notice to the "legal organ" for meetings that are not regular meetings. Agendas for meetings should be specific enough to advise the public of the matters expected to come before the agency. Topics outside of the agenda can be addressed if they were not anticipated before the meeting.
O.C.G.A. § 50-14-1(d), (e)(1).

Summary minutes, final minutes, and executive session minutes are required for every meeting. That includes committee meetings. Final minutes must state what agency members were present, describe each motion, state who made and seconded a motion, and record all votes. If the vote is not unanimous, the votes of the participants must be recorded. They must also show executive sessions. Executive session minutes are not released to the public. They are used in court if there is a dispute.
O.C.G.A. §§ 50-14-1(e)(2), 50-14-4(a).

Closed meetings may be held with legal counsel to get advice on actual or threatened litigation. If litigation is not involved (or if there is no tangible threat of litigation), then the discussion must be public. The mere presence of legal counsel does not make the executive session proper. The acquisition or disposal or lease of real property may be considered and voted on in the closed session. There must still be a subsequent public vote.
O.C.G.A. § 50-14-2, 50-14-3(a)(5), (b)(1).

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Executive sessions shall be permitted for:

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"Meetings when discussing or deliberating upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee or interviewing applicants for the position of the executive head of an agency. This exception shall not apply to the receipt of evidence or when hearing arguments on personnel matters, including whether to impose disciplinary action or dismiss a public officer or employee or when considering or discussing matters of policy regarding the employment or hiring practices of the agency. The vote on any matter covered by this paragraph shall be taken in public, and minutes of the meeting, as provided in this chapter, shall be made available. Meetings by an agency to discuss or take action on the filling of a vacancy in the membership of the agency itself shall at all times be open to the public as provided in this chapter."
O.C.G.A. § 50-14-3(b)(3)

Going into an executive session requires a vote. The regular minutes must show the specific reason for closing the meeting, those present, and those voting for closing the meeting.

Going into executive session also requires the Chair to execute an affidavit showing the basis for the executive session and that the closed part of the meeting was limited to these provisions.
The Chair has to keep the meeting limited to the proper purposes of the closed session, and if it is not, to adjourn the closed meeting.
O.C.G.A. § 50-14-4.

OPEN RECORDS

"'Public record' means all documents, papers, letters, maps, books, tapes, photographs, computer-based or generated information, data, data fields, or similar material prepared and maintained or received by an agency or by a private person or entity in the performance of a service or function for or on behalf of an agency or when such documents have been transferred to a private person or entity by an agency for storage or future governmental use."
O.C.G.A. § 50-18-70(b)(2).

Documents must be available within three business days from the request. When some documents are available, and some are not, immediate access must be permitted to the available ones. The Open Records Act is a document access statute. It does not require the agency or its staff to answer questions.
When in doubt about what is sought, your staff should confer with the requester.
O.C.G.A. § 50-18-71(a), (b)(1)(A).

When some documents are not available, or the agency estimates it is going to charge more than $25 to produce the records, or there are exceptions the agency relies upon, it must send a letter within three business days from receipt of the request. The three-day letter states:

- When the documents will be available
- An estimate of how much production will cost
- What exceptions the agency relies upon includes citing the specific portions of the law.
  O.C.G.A. § 50-18-71(b)(1)(A), (d).

Costs are 10 cents per page if copies are made. Also, the agency may charge for the "search, retrieval, redaction, and production or copying costs for the production of records." The rate charged for time is "the lowest-paid full-time employee who, in the reasonable discretion of the custodian of the records, has the necessary skill and training to perform the request," with the first 15 minutes free. The agency must "utilize the most economical means reasonably calculated to identify and produce responsive, inclusive documents."
O.C.G.A. § 50-18-71(c)(1), (2).

The agency must provide access to the electronic data it keeps. The proper way to do this is to download the file with the data or to email the data to the requester.

All email and text messages concerning the agency's business are open. All email and text messages created or kept on the system's equipment or devices are public.

Only the specific personal information the ORA allows should be redacted.

For all citizens, the following can be redacted:

- Social Security number
- Mother's birth name
- credit card information, debit card information, bank account information, account numbers, utility account numbers, and passwords used to access accounts
- financial data or information
- insurance or medical information in all records
- unlisted telephone number, if so designated in a public record
- personal email address
- cellular telephone number
- day and month of birth

- information regarding public utility, television, Internet, or telephone accounts held by private customers

O.C.G.A. §§ 50-18-72(a)(20).

For public employees, the following can be redacted:

- home address
- home telephone number
- day and month of birth
- Social Security number
- insurance or medical information
- Mother's birth name
- credit card information
- debit card information
- bank account information, account numbers, utility account numbers, passwords used to access accounts,
- financial data or information other than compensation by a government agency
- unlisted telephone number if so designated in a public record
- identity of the public employee's immediate family members or dependents

O.C.G.A. §§ 50-18-72(a)(21).

There's no question that personnel files, with the limited redactions covered above, are open.
The following related exceptions exist in the ORA:

"(7) Records consisting of confidential evaluations submitted to, or examinations prepared by, a governmental agency and prepared in connection with the appointment or hiring of a public officer or employee;
"(8) Records consisting of material obtained in investigations related to the suspension, firing, or investigation of complaints against public officers or employees until ten days after the same has been presented to the agency or an officer for action or the investigation is otherwise concluded or terminated, provided that this paragraph shall not be interpreted to make such investigatory records privileged."
O.C.G.A. §§ 50-18-72(a)(7), (8) (emphasis added).

OTHER ISSUES AND CONSIDERATIONS

TRAINING AND ORIENTATION

City staff ~~will~~shall provide all newly appointed members with orientation and online training ~~sessions~~material. The orientation and training include a review of enabling legislation for that BCA, Rosenberg's Rules of Order, historical perspectives on the work of the BCA, and any other material appropriate to the work of the particular BCA~~,~~ such as by-laws, the City Charter~~, traditional practices, etc.~~

Beyond this initial orientation, BCA members are strongly encouraged and may be required to attend training that enhances their ability to serve effectively. The increasing complexity of municipal operations and the potential for legal challenges to recommendations and decisions made by appointed and elected officials make it increasingly important for members to receive proper training to carry out their roles and responsibilities. All training must be organized and provided by the City or otherwise authorized by the City.

The continuing education efforts of all BCA members ~~will~~shall be a consideration for reappointment.

CONFLICTS OF INTEREST

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Conflict of interest questions arise periodically at all levels of government and can become very complex. Generally, a conflict of interest occurs when you, as a member of a BCA, are slated to vote on a matter:

1. Involving you or a member of your family by blood or marriage.
2. Involving a business owned in whole or part by you or a member of your family by blood or marriage.
3. When the outcome would be economically advantageous to you or a member of your family or to a business owned in whole or in part by you or a member of your family.

In any such case, there is no question that you have a responsibility to disclose this information to the rest of the BCA and to abstain from any discussion or vote on the matter.

All members of a BCA must also be aware of situations in which there is an appearance of a conflict of interest. In some cases, a matter may be pending before the BCA, which ~~will~~shall not benefit you or a member of your family in any way, but the public may perceive that a conflict exists. In some cases, an individual's alliance or allegiance to an organization, group, or institution may leave doubt in the public's mind as to that member's ability to make an objective determination. Although there may not be any legal preemption from voting under such circumstances, prudence should prevail.

Openness is generally the best policy. When these issues arise, discuss them openly with the BCA. If you are in doubt, the safest course of action is to abstain from participating in any discussions on that particular issue. Abstention from an issue should include physically leaving the room when the BCA is meeting during the period the matter is discussed or acted upon. Section 2.14 of the City Charter.

ACCESS TO LEGAL COUNSEL

If legal questions arise a ~~that~~ the Board or Commission ~~BCA~~ needs clarification on, the City Attorney is available to provide a legal opinion. Contact with the City Attorney should be arranged through the staff liaison or City Manager and not independently by the BCA. Typically, and with very few exceptions, an issue may arise during a meeting that requires a legal opinion; decisions on the matter should be held until the next meeting so consultation with the City Attorney can take place. Authorities hire and consult with their designated legal Counsel.

CONFLICT RESOLUTION

At times, BCAs may be faced with conflicts resulting from particularly complex or controversial issues or problems. The following rules will assist in attaining a productive level of conflict resolution.

CONFLICT BETWEEN ENTITIES

Step 1: When there is a conflict between the bodies, there ~~will~~shall be a meeting of the Chairs.

Step 2: If they are unable to resolve the conflict, there ~~will~~shall be a meeting scheduled within ten days to bring the bodies together to resolve the dispute.

Step 3: If the conflict is still unresolved, an outside neutral facilitator may be brought in to help.

DEALING WITH THE PUBLIC: HANDLING CITIZEN CONCERNS OR COMPLAINTS

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If a BCA member receives a complaint or concern from a citizen, they should first ask if the complaint has been submitted to the appropriate City department. The City has processes in place to handle complaints; therefore, residents should be encouraged to use the procedures established to ensure a timely response that is consistent with policies. Also, making sure that complaints are directed through the appropriate staff person ensures that department heads are aware of ongoing issues or trends that may need attention.

BCA members should be sure not to represent promises or assurances to resolve a complaint. While individual BCA members and the BCA as a whole may take appropriate steps within the scope and power of their mandate, they do not necessarily have the authority to address the citizen's issue or complaint. Initially, not all citizens ~~will~~shall understand this and may need to be provided with information on the member or BCA's role. As a rule, all complaints should be referred to the staff liaison who can either handle the complaint or refer it to the City Manager for proper staff assignment.

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APPENDIX

LIST OF CITY BCA'S

Architectural Review Board

Discovery Garden Park Board

Downtown Development Authority

Historic Preservation Commission

Norcross Housing Authority

Norcross Development Authority

Norcross Public Arts Commission

Parks, Green Spaces, and Trails Commission

Planning & Zoning Board

Sustainable Norcross Commission

Tree Preservation Board

Zoning Board of Appeals

Attachment: 2024 BCA Manual - Redlined (24-7005 : Boards, Commissions, and Authorities (BCA) Manual Updates)

DESCRIPTIONS

Architectural Review Board (ARB)

The Architectural Review Board is responsible for reviewing architectural and landscaping design for all new commercial and multi-family residential projects, major commercial remodels and administrative design review applications while ensuring the preservation of existing areas of natural beauty, cultural importance and assuring that buildings, structures, signs or other developments are in good taste, good design, harmonious with surrounding developments.

Members (Quorum)	~~5~~ Five Members ~~and 1 Staff Liaison~~ (Three Members)
Special Requirement	~~1~~ One Architect or Engineer
Residency Requirement	Minimum of ~~3~~ three residents
Term	~~3~~ Three Years
Meeting Date & Time	~~3rd~~ Third Tuesday of ~~the~~ each month, 6:00 pm
Meeting Place	City Hall, Second Floor Conference Room

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Discovery Garden Park (DGP)

The Discovery Garden Park Commission serves for the purpose of enriching our community through the discovery, enjoyment, and celebration of the natural world that sustains us and inspires life-long curiosity, understanding, and appreciation of nature through gardening, education, and demonstration.

Members (Quorum)	~~7~~ Nine Members (Five Members)
Residency Requirement	Minimum of ~~4~~ four residents
Term	~~2~~ Two Years (Determined by City Code)
Meeting Date & Time	~~2nd~~ Second Tuesday of ~~the~~ each month, 6:00 pm
Meeting Place	~~Discovery Garden Park, 189 Lawrenceville Street~~City Hall, Second Floor Conference Room

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Downtown Development Authority (DDA)

The Authority was created to the state and enacted by the city, to promote the economic growth of the downtown area. It collects revenue from all local jurisdictions that levy a tax in the DDA district. The DDA also has the power to assess a tax on the downtown property owners. The Authority works closely with downtown business owners to promote the downtown community.

Members (Quorum)	~~7~~ Six- Members, ~~1~~ One Councilmember, ~~1 Staff Liaison~~ (Four Members)
Residency Requirement	Directors shall be either ~~a~~ taxpayers residing in the City or an owner or operator of a business located within the downtown development geographic area or a taxpayer residing in the county.
Term	~~4~~ Four years
Meeting Date & Time	~~2nd~~ Second Thursday of ~~the~~ each month, 6:00 pm
Meeting Place	City Hall, Second Floor Conference Room

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DESCRIPTIONS CONTINUED…

Historic Preservation Commission (HPC)

The purpose of the Historic Preservation Commission is to implement the City's historic preservation regulations, which promote the cultural, economic, educational and general welfare of the people of the City and the public generally through the preservation and protection of historically or architecturally worthy structures.

Members (Quorum)	5 Five Members and 1 Staff Liaison (Three Members)
Residency Requirement	All members shall be residents of the City or the owner of a property in the historic district.
Term	3 Three years (2Two-year term limits) O.C.G.A. § 44-10-24
Meeting Date & Time	4th Fourth Wednesday of the each month (Quarterly), 6:30 pm; or as needed
Meeting Place	City Hall, Second Floor Conference Room

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Norcross Housing Authority (NHA)

The mission of the Housing Authority is to provide safe and sanitary dwelling accommodations in the City of Norcross to persons of low income at rental rates that they can afford.

Members (Quorum)	5 Six Members (Four Members)
Residency Requirement	All members shall be residents of the city or the owner of a property in the historic district. No residency requirements
Term	5 Five years
Meeting Date & Time	Third Friday of each even month at 10:30am Meets when necessary
Meeting Place	City Hall, Second Floor Conference RoomHousing Authority

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Norcross Development Authority (NDA)

The Authority is created for nonprofit and public purposes as set forth in O.C.G.A. § 36-62-1 et seq., including but not limited to serving and providing investment capital to Low-Income Communities or Low-Income Persons as those terms are defined in the law and regulations of the Economic Development Administration, HUD, New Markets Tax Credit Program and other federal government programs.

Members (Quorum)	7 Six Members, One Councilmember- (Four Members)
Residency Requirement	All members shall be taxpayers residing in the municipal corporation for which the authority is created.City of Norcross.
Term	4 Four years
Meeting Date & Time	3rd Third Wednesday of the each month, 6:30 pm
Meeting Place	City Hall, Second Floor Conference Room

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Norcross Public Arts Commission (NPAC)

The mission of the Norcross Public Arts Commission is to cultivate a growing, creative arts community and to promote continuous growth and development of our neighboring cultural resources. NPAC was created by the City Council and is charged with advising the Mayor and City Council on policies and issues pertaining to the arts and culture in the City of Norcross. The NPAC also serves as an umbrella organization supporting art and cultural organizations within the City.

Members (Quorum)	~~7~~ Seven Members ~~-~~ (Four Members)
Residency Requirement	A minimum of four members shall be citizens of the City~~.~~
Term	~~3~~ Three years
Meeting Date & Time	4th Tuesday of ~~the~~ each month, 6:30 pm
Meeting Place	City Hall, Second Floor Conference Room

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Parks, Green Spaces, and Trails Commission (PGT)

The primary purpose of the Parks, Green Spaces, and Trails Commission is to advise and provide recommendations to the city council regarding the best use, planning and development, maintenance, and related projects for these spaces with the main objective of beautifying and preserving the city's natural resources through conservation measures.

Members (Quorum)	~~5~~ Five Members ~~and 1 Staff Liaison~~ (Three Members)
Residency Requirement	~~4~~ Four members shall be residents of the City~~.~~
Term	~~4~~ Four years
Meeting Date & Time	Third Thursday of ~~the~~ each month, 5:00 pm
Meeting Place	City Hall, 2nd Floor Conference Room

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Planning & Zoning Board (P&Z)

The mission of the Planning & Zoning Board is to be advisory in nature and view all matters before them in full recognition of the criteria set forth in the city land-use plan. The P&Z Board makes recommendations to the City Council on rezoning applications, special use permits, and changes to the City's Comprehensive Plan and Unified Development Ordinance. The recommendations of the board are not binding, but instead, they are meant to allow a complete discussion and analysis of a request or project prior to the final decision of the Mayor and Council.

Members (Quorum)	~~5~~ Five Members ~~and 1 Staff Liaison~~ (Three Members)
Residency Requirement	All members shall be residents of the City~~.~~
Term	~~4~~ Four years
Meeting Date & Time	1st Wednesday of ~~the~~ each ~~month, 6~~month, 6:30 pm; meets as needed
Meeting Place	City Hall, Council Chambers

Sustainable Norcross Commission (SNC)

The purpose of The Sustainable Norcross Commission is to educate the citizens and advise the Mayor and Council regarding sustainability and environmental matters through the development of a city sustainability plan and regular communication.	
Members (Quorum)	~~7~~ Seven Members ~~and 1 Staff Liaison~~ (Four Members)
Residency Requirement	Members shall be one of the following: taxpayer residing in the city; an owner or operator of a business located within the city and a taxpayer residing in the county; a person having expert qualifications and a taxpayer residing in the county up to a limit of two.~~All members must be taxpayers residing in the City or an, owner or operators of a business located within the City and a taxpayer residing in the county; or a person having expert qualifications~~
Term	~~2~~ Two years
Meeting Date & Time	~~2nd~~ Second Wednesday of ~~the~~ each month, 6:00 pm
Meeting Place	City Hall, 2nd Floor Conference Room

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Tree Preservation Board (TPB)

The Tree Preservation Board is established to assist the Community Development Department in interpreting and enforcing the provisions of the Tree Protection, Buffers and Landscape Ordinance in the City's Unified Development Ordinance (Article V, Chapter 200) and to advise the Mayor and City Council on matters pertaining to the preservation of trees and conservation of tree canopy cover within the City.	
Members (Quorum)	~~5~~ Five Members ~~and 1 Staff Liaison~~(Three Members)
Residency Requirement	Residents or property owners of the City, except that up to two members, maybe nonresidents or non-property owners with professional expertise in arboriculture or horticulture or the land development/construction.
Term	~~3~~ Three years
Meeting Date & Time	~~Bi-monthly~~Monthly~~,~~ 2nd Wednesday of ~~the~~ each month,~~10:00 am~~4:00 pm
Meeting Place	City Hall, 2nd Floor ~~Conference~~ Community Room

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Zoning Board of Appeals (ZBA)

ZBA is charged with hearing variance requests from the Unified Development Ordinance. Some examples of requests typically heard by the board include requests to modify building setback requirements, height limitations, and parking requirements. The board also hears requests for special exception requests and appeals to the interpretation and administration of the Unified Development Ordinance.	
Members (Quorum)	~~5~~ Five Members ~~and 1 Staff Liaison~~ (Three Members)
Residency Requirement	Members must reside within the corporate limits of the City.
Term	~~4~~ Four years
Meeting Date & Time	~~4th~~ Fourth Thursday of each month, 6:30 pm
Meeting Place	City Hall, ~~Council Chambers~~ 2nd Floor Conference Room

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BOARDS, COMMISSIONS, AND AUTHORITIES MANUAL

RULES & PROCEDURES

MAY 2024

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INTRODUCTION

Congratulations on your appointment to a City of Norcross Board, Commission, or Authority (BCA). This is an exciting opportunity as the City Council has established a number of Boards and Commissions and activated important state-authorized Authorities. These entities are not just bureaucratic structures but dynamic platforms that review various areas of city programs, address community needs, facilitate economic development, and encourage public input. Your role on a city BCA is not just about serving, but about making a real difference in the lives of those who live, work, and play in the city while preserving its unique character.

BCA members are required to abide by the laws and procedures that govern meetings. Compliance is necessary to ensure that their work is as effective and productive as possible.

This handbook has been created to provide new and current BCA members with a general knowledge of policies, guidelines, and responsibilities and a general overview of essential information to aid in understanding the functions of each respective BCA.

On behalf of the Mayor and City Council, thank you for lending your passion, intellect, and experience to the BCA for which you have so generously chosen to serve. Your service, contribution, and commitment to the City of Norcross are greatly appreciated. Should you have any questions, please feel free to contact the Office of the City Clerk at 678-421-2042.

THE VALUE OF SERVICE

While service on a BCA involves real work, it is also immeasurably important and rewarding. As a member of a BCA, you will have a chance to influence public policy through your knowledge and experience, make recommendations to the Mayor and Council, and gain a better understanding of the issues facing the City. As a BCA member, you will also have the chance to interact with other citizens regarding important matters, participate in and gain new insights into the public policy process, and give back to the community by using your time and talent to make the City of Norcross a happier, safer, and more progressive community.

MISSION STATEMENT

To provide board, commission, and authority members with a general knowledge of policies, guidelines, and responsibilities to aid in the understanding of the functions of BCA's, to transform imagination, passion, expertise, and creativity into actions that bring about progressive transformation in the City of Norcross.

GOVERNMENTAL ORGANIZATION

The primary policy-making body of the City of Norcross is the Mayor and Council. As the legislative body, they are responsible for the passage of legislation and the overall direction of the City. The Mayor and Council authorizes all Boards and Commissions and activates all Authorities, appointing and reappointing members to each.

The City of Norcross, by City Charter, operates under the Council-Manager form of government. Under this form of government, the City Manager serves as the Chief Administrative Officer of the City. The City Manager is responsible for the day-to-day operations of the city, as well as the overview and assignment of city staff. It is the job of the City Manager to carry out the policies adopted by the Mayor and Council. As an administration, the City Manager, and by extension, city staff members, provide assistance and expertise to BCA's. While BCA members can expect to work closely with city staff, it is essential to note that City staff reports to the City Manager, and the City Manager reports to the Mayor and Council.

DEFINITIONS

The following definitions shall apply in these Rules and Procedures:

Ad Hoc Committee: A group that may be established by the City Council, its functions being limited to a specific task or program with a termination point.

Advisory Board or Commission: A Board or Commission established by resolution or ordinance; its recommendations are advisory in nature. Decisions of advisory boards are guided by the Comprehensive Plan, Council Goals, and other planning documents.

Advisors: A Board or Commission may invite other people to be associate members of the full Board or Commission. Such members shall not have the right to vote. Associate members shall be designated as people who have certain expertise in matters relevant to the function of the Board or Commission. Requests for the services of an associate member shall have the approval of the City Council.

Conflict of Interest: Members of City Boards and Commissions have a duty to use their positions to contribute to the public good, and they must refrain from using their positions for personal gain. All Members are required to avoid actual or perceived conflicts of interest between their personal, business, or family interests and the interests of the city. The city's Code of Ethics, which applies to Board and Commission members, should be consulted for a full explanation of what constitutes a conflict of interest and for other mandatory standards of conduct. The instructions and commensurate form for disclosure are provided at the end of this manual.

Council Liaison: A Councilmember who maintains communication and mutual understanding between a BCA and the City Council.

Quorum: A majority of board or commission members.

Regulatory Board or Commission: A Board or Commission established by ordinance, charter, or resolution that has decision-making authority in accordance with State statutes or City Code.

Staff Liaison: A staff member who facilitates meeting set-up, recording, and production of the minutes of the meetings.

Sub Committees: BCAs can create subcommittees to work on a specific topic and bring it back to the full committee for consideration. The City Council does not need to approve subcommittees, but there may also be Council-appointed subcommittees.

QUICK LINKS – CITY OF NORCROSS

City of Norcross Boards, Commissions, and Authorities
https://www.norcrossga.net/108/Boards-Commissions-Authorities

City of Norcross Mayor and Council
https://www.norcrossga.net/186/Mayor-Council

City of Norcross Departments and Structure:
https://www.norcrossga.net/388/Departments

City of Norcross Agendas and Minutes
https://norcrossga.iqm2.com/Citizens/default.aspx

ABOUT BCA'S

BCAs serve an essential function within the City of Norcross. Boards and Commissions act as advisory and regulatory bodies responsible for assisting the Mayor and Council with important areas or issues. Authorities may be used to enhance the city's economic growth and development. BCAs provide valuable insight to both City policymakers and administrators.

Boards and Commissions

Boards and Commissions are formal, standing committees with structure, duties, and powers established by ordinance. They may make recommendations for changes in public policy, study or investigate a particular problem or event, or perform a specific duty. Boards and commissions often have an administrative or functional responsibility and may hold hearings, conduct research, analyze data, investigate policy areas, and/or make field visits as they perform their duties.

One critical role of Boards and Commissions is to make recommendations to the Mayor and Council. In making these recommendations, several factors shall be considered:

- Members should take care that deliberations include thorough research and review of all alternatives on an issue prior to making a recommendation.
- Recommendations to the Mayor and Council should reflect the consensus or majority position of the entire Board or Commission, not the opinion of a single member or minority.
- Recommendations should reflect a consensus position not only based on the deliberations of the Board or Commission but also reflecting any public input received.
- Any written report that accompanies a recommendation should be formally typed using an agenda report and submitted to the assigned city staff to be added to the agenda before the next Policy Work Session.
- A member of the Board or Commission and/or the staff liaison should attend the Policy Work Session or Mayor and Council meeting at which the recommendations are presented to answer questions.

- When appropriate, Boards or Commissions shall rely on the City's adopted development plans, ordinances, and standards when providing a recommendation to the Mayor and Council.

Authorities

Authorities are alternate units of government created by the state and activated by local government to accomplish specific objectives, projects, or missions for public purposes and interests rather than through direct action of municipalities.

Although the governing body plays a role in activating an authority and appointing the members of its board, the authority is an independent agency of the state. It possesses all the powers necessary for it to carry out its purpose, including the authority to incur debt, own property, finance its activities, enter into contracts and intergovernmental agreements, and issue revenue bonds.

BCA Roles and Responsibilities

Boards and Commissions, by virtue of their authorizing statutes, typically assume one of two roles, each with its own level of authority and responsibility.

Regulatory and Adjudicatory Boards and Commissions~~,~~ such as the Zoning Board of Appeals, Architectural Review Board, and Historic Preservation Commission, are granted direct authority over narrow policy areas or the authority to make binding determinations on questions brought before them. While appointed by the Mayor and Council, they have the authority to make decisions independent of the Council. These Boards and Commissions may also provide an advisory role to the Mayor and Council on specific issues.

Advisory Boards and Commissions, the second type of role, serve the Mayor and Council by providing input and insight on relative matters, holding meetings, gathering input from the general public, evaluating programs, making recommendations, and providing other assistance and information as requested by the Mayor and Council.

It is vital for both Regulatory and Adjudicatory, as well as Advisory Boards and Commissions to remember that while they have an important role in the governmental system, they are concentrated in duty, scope, and authority. The scope of responsibilities is tied to the authorizing statute under which it was created, which amounts to a mission statement handed down from the Mayor and Council. Boards and Commissions may only discuss and make recommendations or decisions on topics within this area, and they cannot unilaterally make policy decisions or direct city staff.

Authorities are governed by state statutes and may enhance economic development and community revitalization. Their value lies in their ability to function with economic development powers that governments do not possess.

The powers granted to an Authority are established by state law. In addition, there are locally established by-laws that define their processes. The Mayor and Council activate the authority and appoint the authority's directors. The common denominator for everyone is the health and prosperity of the city. To that end, a good partnership is essential.

Keys to Becoming an Effective BCA Member

Like any endeavor, serving on a BCA requires you to put in time and effort. The following behaviors can guide you in becoming a more effective member of your BCA:

- **Be familiar with the by-laws and other critical documents of your particular BCA.** These documents provide information on your group's mission and scope and how it should operate. Each BCA may establish (after approval by the Mayor and Councilmembers) bylaws, rules, and regulations not inconsistent with this Charter, an ordinance of the city, or law as it deems

appropriate and necessary for the conduct of its affairs. Copies of such bylaws, rules, and regulations shall be filed with the City Clerk.

- **Review the Open Meetings Act.**
  This legislation shall guide how your BCA can meet and the steps needed to comply with State law. (For more in-depth information about the Open Meetings Act and Georgia Sunshine Laws) Redbook Reference

- **Attend meetings and come prepared.**
  BCAs prepare an agenda prior to each meeting and provide related materials. Each BCA member is expected to go to each meeting prepared to discuss the relevant issues, having reviewed any provided documentation. It is beneficial to arrive at meetings on time and with an open mind so that the meeting can be conducted efficiently, professionally, and unbiasedly.

- **Understand General Rules of Procedure:**
  All BCAs shall utilize the following policies and rules of procedure to govern the calling and conducting of their meetings.

  1. The presiding official of the meeting or hearing shall be the chairperson of the BCA or, in his or her absence, the Vice-Chair. In the case of a meeting and hearing of the Mayor and City Council, the Mayor will serve as the presiding official or, in the Mayor's absence, the Mayor-Pro Tempore.
  2. Unless otherwise provided by ordinance, rules of procedure for meetings of all BCAs shall follow Rosenberg's Rules of Order.
  3. Meetings and hearings shall be at the call of the Chair and at such other times as the members of the BCA may determine.
  4. The BCA shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact. Records of its examinations and other official actions will be immediately filed in the office of the City Clerk and shall be a public record.
  5. All individuals present at a public hearing shall be allowed to voice their opinions at a hearing. The review authority shall allow a maximum time for the presentation of data, evidence, and opinion by proponents of each decision and an equal maximum time period for presentation by opponents of each proposed decision. Such time period shall be no less than ten minutes per side. The presiding official shall have the right to increase the maximum time limit for the presentation of data, evidence, and opinion by proponents and opponents of each decision, provided the maximum time for such presentations is the same for proponents and opponents.

- **Remember, you are a member of a team.**
  The BCA's authority comes from the entire group. Decisions made shall be consensus or majority-ruled. There may be a time when your personal view is not that of the BCA as a whole. In these cases, remember to work as a member of the group and represent your personal views only when it is clear that they are personal and not reflective of the entire BCA.

APPOINTMENT PROCESS POLICIES AND PROCEDURES

Call for Applications

Upon notification of a BCA vacancy, the city will post a notice on its website, newsletter, and social media outlets.

Twice a year, in April and October, the City shall issue a call for people interested in serving on a BCA. City staff shall advertise vacancies on the City's website, in the city's newsletter, and on social media outlets. Should there be a lack of applications, less than one, an additional call for applications shall be issued.

Applying to a BCA

With some exceptions, applicants are regularly appointed in June and December. Special appointments take place following a resignation. The City Clerk's office will send a letter of appreciation and acknowledgment of the term of service to the outgoing BCA member and a notice to the newly appointed member.

Individuals interested in serving on a city BCA shall complete the "City of Norcross Boards, Commissions, & Authorities Application," indicating which BCA they are applying for, limited to the applicant's top two BCA choices. This application can be obtained from the city's website and returned to the City Clerk's office upon completion. The application shall be held on file by the Clerk for two years and shall be considered by the Mayor and Council if an opening in the applicable BCA becomes available.

Eligibility to apply and serve on a BCA varies based on their authorizing legislation. Several BCAs require that a majority of their members reside in the City of Norcross and/or hold specific professional backgrounds.

See the BCA list for the eligibility requirements of a particular BCA.

Application Process

Applicants are required to complete and return the BCA application, along with a video, five minutes or less, addressing the following questions as presented in the application packet:

Question 1: Briefly explain your reason(s) for wishing to serve on this BCA.

Question 2: What skills and experiences do you have that can be applied to the mission and goals of the BCA?

Question 3: Will you have the time and availability to prepare for and regularly attend meetings, periodic training sessions provided by the City either on or off-site or virtually, and to perform a reasonable amount of work outside of regularly scheduled meetings?

Question 4: How long have you been a resident of Norcross? (If required for appointment); or

How long have you been a property or business owner in Norcross (if required for appointment); or

How long have you been in an associated profession or related organization (if required for appointment)

Question 5: Do you know of any circumstances that would create a conflict or result in you having to abstain from voting on any action before a BCA? If so, please explain.

Assistance will be provided to applicants needing assistance with the required video recording.

Applicant Vetting Process

The BCA chair and staff liaison review and vet all applications and video submissions to ensure that applicants meet the qualifications required to serve on the BCA for which they have applied, i.e., residency, property or business ownership, or professional affiliations.

The Board Chair provides the City Clerk's Department with a recommendation. The BCA Chair may involve the entire board in the recommendation process or opt not to provide a recommendation, leaving the decision solely up to the Mayor and Council.

The City Clerk's Department will then forward all eligible application packets to the Mayor and Council for review, along with the BCA Chair's recommendation.

The process for appointing or reappointing a BCA member begins with including it on a Policy Work Session Agenda.

The Mayor and Council shall conduct any additional follow-up discussions, interviews, etc., in Executive Session.

As the ultimate decision-making body, the Council shall vote on the appointment at the subsequent Regular Council Meeting.

Background Check

The City of Norcross may conduct Criminal Background Checks.

Oath of Office

Before new BCA members can participate as voting members, an official Oath of Office shall be taken. The Oath of Office shall be administered by the Mayor following an appointment. Oaths shall be administered in the office of the Mayor.

Term of Service

Each BCA may have different terms of service based on their authorizing legislation. Please see the BCA chart in the appendix for the BCA terms of service.

Reappointment Process

All interested BCA members whose terms are set to expire shall complete a “City of Norcross Reappointment Application.” The application shall confirm the BCA member’s interest in continuing service. Reappointments are not automatic. The BCA Chair and staff liaison will evaluate all applications for consistency.

The BCA Chair provides the City Clerk's Department with a recommendation. The BCA Chair may involve the entire board in the recommendation process or opt not to provide a recommendation, leaving the decision solely up to the Mayor and Council.

The City Clerk's Department will then forward all eligible application packets to the Mayor and Council for review, along with the BCA Chair's recommendation.

The process for appointing or reappointing a BCA member begins with including it on a Policy Work Session Agenda.

The Mayor and Council shall conduct any additional follow-up discussions, interviews, etc., in Executive Session.

As the ultimate decision-making body, the Council shall vote on the reappointment at the subsequent Regular Council Meeting.

If a successor has not been elected at the end of any BCA member's term of office, the BCA member whose term of office has expired shall continue to hold office until his or her successor is elected.

Resignation

Any BCA members who intend to resign shall forward a letter to their BCA Chair, who shall then forward that letter to the City Clerk. The resignation letter shall then be forwarded to the Mayor and Council for their acceptance. If a BCA member resigns before their term expires, a replacement member shall be appointed via the appointment process listed above to serve the remainder of the unexpired term. If the term is set to expire in less than six months, the applicant shall be appointed for the remainder of the unexpired term as well as appointed for the following term.

STRUCTURE OF BCA'S

Except as otherwise provided by this Charter or by law, each board, commission or authority of the city government shall elect one (1) of its members as chairman and one (1) member as vice chairman for terms of one (1) year and may elect as its secretary an employee of the city.

BCA Chairperson

The Chair of a BCA maintains his or her status as a voting member and takes on additional duties. These include but are not limited to:

- May assist staff in preparing meeting agendas
- Preside at all meetings of the BCA
- Serve as the contact person for staff liaison to the BCA
- Keep BCA discussions on topic
- Ensure all points of discussion are clear and understood
- Minimize conflict and develop BCA consensus
- Summarize discussion and clarify what decisions were made
- Ensure all individuals (BCA members and citizens) are given a chance to speak
- Annual Chair update to Mayor and Council

The Chair of a BCA is also usually the representative at the Policy Work Sessions and Mayor & Council meetings when a recommendation or report is made unless represented by a staff liaison. This is not a formal duty of the Chair, but he or she shall sometimes fulfill it.

Where applicable, in the Chair's absence, the Vice-Chair shall assume all the rights and privileges of the Chair and shall perform the Chair's duties so long as such absence continues.

City Staff Liaison

Assigned by the City Manager, most BCAs will have a city staff liaison who, in either a formal or informal capacity, serves as the staff point of contact for the BCA. The role of the staff liaison is to aid and provide support to the BCA in fulfilling their duties by assisting with their training and experience in local government operations and their functional area on an as-needed basis. Duties may include:

- Attending meetings of the BCA (when necessary)
- Assisting in the preparation of meeting agendas and/or minutes

- Arranging times and locations for BCA meetings (if needed)
- Researching issues and preparing reports for the BCA
- Disseminating information to BCA members
- Ensuring compliance with Open Meetings/Open Records Act
- Serving as a point of contact between BCA and City staff
- Ensuring reports to the Mayor and Council are reflective of the BCA consensus
- When necessary, provide alternate reports to the Mayor and Council as a staff recommendation.

While BCAs are expected to work closely with the staff liaison, they do not direct staff or assign staff to a task; this authority lies with the City Manager. If a BCA feels they are receiving insufficient staff support, they should contact the City Manager.

MEETING STRUCTURE

A BCA's work is typically accomplished within the scope of a meeting. Most BCAs have established days and times for which they meet, while others meet as needed. To comply with the Open Meetings Act, BCAs meet in a variety of public locations, typically City Hall or alternative City facilities. Please see the BCA list in the appendix for the meeting time and location of each BCA.

In addition to regular meetings, there may be occasions where a BCA will need to cancel or postpone a meeting, reschedule an issue for consideration to another meeting, or hold a special meeting to address a pressing issue. In all such cases, the Chair and staff liaison should take care to ensure the requirements of the Open Meetings Act are upheld and critically affected parties are notified.

Attendance

Because so much of a BCA's work is completed at meetings, attendance is a critical component of a successful BCA. High attendance rates ensure full discussion of issues and the broadest range of perspectives, which leads to more comprehensive and collective recommendations.

It is understood that BCA members may occasionally miss meetings due to circumstances beyond their control, such as illness, travel, jury duty, holidays, etc. In all cases, BCA Members are expected to notify the Chair and staff liaison of meetings they know they will miss.

If a member is absent from three (3) consecutive regularly scheduled meetings of the BCA to which they have been appointed or fails to attend at least seventy-five percent (75%) of the regularly scheduled meetings during a twelve (12) month period, the Chair will initiate a discussion with the member about their absences.

The BCA Chair shall discuss and consider the reasons for the absences with the BCA members via executive session and provide a recommendation to the Mayor and Council.

The recommendation shall be transmitted to the City Clerk's Department, which shall bring the matter before the Mayor and Council for discussion at a subsequent Policy Work Session via executive session.

The Mayor and Council, as the governing body, will review the Chair's recommendation and take appropriate action, which may include removing the member or taking other necessary measures.

Mayor and Council have the right to grant a BCA member an exception to this requirement for just cause.

Any member of a BCA may be removed from office by a vote of a majority of the members of the Council.

Teleconference/Virtual/Remote Participation - Boards & Commissions

OCGA 50-14-1 (g)(3):

A member of the local government or one of its agencies can participate by teleconference (including voting on matters) if the conditions below are met. However, no member can participate by teleconference more than twice in one calendar year unless emergency conditions exist or the member has the written opinion of a physician that reasons of health prevent the member's physical presence.

Conditions:

- Due to reasons of health or absence from the jurisdiction; and
- A quorum is present in person; and
- All other requirements of the Open Meetings Act are met
- A member can attend by teleconference if none of the exigent conditions exist, but the member cannot participate except as a member of the public, nor can the member vote.

Teleconference/Virtual/Remote Participation - Development Authorities

SB 26 Part II Section 2-1
"(h)(1) The following bodies and committees thereof shall be authorized to conduct meetings by teleconference, provided that any such meeting shall be considered to be conducted in compliance with this chapter so long as the notice required by this chapter is provided and, if fewer than a quorum of the members of a body or committee thereof are physically present, means have been afforded for the public to have simultaneous access to the teleconference meeting.

Decorum and Rules of Order

By nature of their appointment, BCA members are representatives of the City of Norcross and of the Mayor and Council. As such, members are expected to act with respectability and courtesy toward each other, city staff, and members of the public appearing at BCA meetings. In the same manner, members of the staff and public are also expected to follow rules of decorum and order at BCA meetings.

In cases where behavior at a meeting is outside proper decorum, it is the responsibility of the Chair or staff liaison of the BCA to control the situation and resolve any issues. If the problem is persistent, it is suggested to follow the tips in the "Conflict Resolution and Dealing with the Public" section of the handbook.

Rules of order may not be known or understood by members of the public or other guests attending a BCA meeting; in these cases, it is appropriate for the Chair or staff liaison to explain how the meeting shall proceed.

Meeting Agenda

An agenda lays out the order of a meeting and which issues will be discussed. The staff liaison develops the agenda, with assistance from the BCA chair or secretary, and it is prepared in advance of the meeting date. In general, the BCA meeting agendas should follow the format of the City Mayor and Council agenda.

Once complete, the agenda should be disseminated to the BCA members and made available to the public in compliance with the Open Meetings Act. All members of the BCA and the staff liaison may add items to the meeting agenda prior to any formal posting by contacting the Chair or staff liaison. After official posting, the agenda should be considered set, with any changes made adhering to the rules of the Open Meeting Act.

Agendas shall be submitted to the City Clerk's Department no later than one week before the scheduled meeting date.

Public Comment

In most cases where members of the public have attended to speak on a particular issue, comments should be made during the public comment period. If citizens have attended to make general comments concerning a topic that is not on the agenda, time may be set aside at the beginning of the meeting for this purpose at the Chair's pleasure. Reasonable time limits may be set for public comments.

Quorum And Voting

A quorum shall be present for conducting meetings of the BCA. A quorum of the BCA is satisfied when more than half (or the majority) of the appointed members are physically present. The Chair and staff liaison shall enforce this law. Any member may raise a point of order directed to the Chair if he believes that a quorum is not present. If, during a meeting, a member leaves and a quorum no longer exists, the meeting cannot continue. If a quorum is not attained within 30 minutes, the Chair, with the approval of the members present, will reschedule the meeting.

Passage of a motion requires the affirmative vote of a majority of the members present and voting at a meeting at which a quorum is present.

Meeting Minutes

Meeting minutes for a BCA describe the action and discussion that took place at a given meeting. Minutes are typically taken by a BCA secretary, other members, or the staff liaison. In general, the minutes should include a summary of a discussion and should contain mainly a record of the legislative actions from the meeting. BCA by-laws may provide more specific procedures regarding meeting minutes. Typically, minutes shall be approved at the next meeting of the BCA, and any changes should be made in an open session with the approval of a majority of members. From there, minutes will be handled by staff, who will see that they are appropriately archived with the City Clerks Department and made available to citizens in compliance with the Open Records Act.

OPEN MEETINGS AND OPEN RECORDS ACT

Open Meetings

Georgia's laws regarding government meetings and records are commonly referred to as the "sunshine laws." They are designed to provide transparency to the public on how government operates, how decisions are made, how money is spent, etc. As such, they require that the public have notice and access to city meetings and establish procedures for public access to City records.

(3)(A) 'Meeting' means:
(i) The gathering of a quorum of the members of the **governing body of an agency** at which any official business, policy, or public matter of the agency is formulated, presented, discussed, or voted upon; or
(ii) The gathering of a quorum of **any committee** of the members of the governing body of an agency or a quorum of any committee created by the governing body at which any official business, policy, or public matter of the committee is formulated, presented, discussed, or voted upon.
O.C.G.A. §50-14-1(a)(3)(A).

The term "agency" is broadly defined in O.C.G.A. § 50-14-1(a) (1) to include the following:

- Every state department, agency, board, bureau, commission, public corporation, and authority;
- Every county, municipal corporation, school district, and other political subdivision;

- Every department, agency, ***board***, bureau, ***commission, authority,*** and similar body of each county, municipal corporation, or other political subdivision of the state;
- Every city, county, regional, or other authority established pursuant to state law; and
- Non-profit organizations that receive more than one-third of their funds from a direct allocation of state funds from the governing authority of an agency. All private entities that carry out governmental functions are subject to Open Records provisions of the Sunshine Laws.

Meetings must be open to the public and the press. The public and the media can observe and record the meeting. Members of the public do not have the right to participate in the meeting, just to observe. You can give them the right to participate through public comment. Votes taken in violation of the law are void.
O.C.G.A. § 50-14-1(b), (c).

A notice must be posted at least one week in advance of regular meetings. Post it at the place of the meeting and on your website, and let the press know. Special meetings usually require at least 24 hours' notice, though there are unique situations where less than 24 hours notice is permitted if the circumstances demand it. Immediately give notice to the "legal organ" for meetings that are not regular meetings. Agendas for meetings should be specific enough to advise the public of the matters expected to come before the agency. Topics outside of the agenda can be addressed if they were not anticipated before the meeting.
O.C.G.A. § 50-14-1(d), (e)(1).

Summary minutes, final minutes, and executive session minutes are required for every meeting. That includes committee meetings. Final minutes must state what agency members were present, describe each motion, state who made and seconded a motion, and record all votes. If the vote is not unanimous, the votes of the participants must be recorded. They must also show executive sessions. Executive session minutes are not released to the public. They are used in court if there is a dispute.
O.C.G.A. §§ 50-14-1(e)(2), 50-14-4(a).

Closed meetings may be held with legal counsel to get advice on actual or threatened litigation. If litigation is not involved (or if there is no tangible threat of litigation), then the discussion must be public. The mere presence of legal counsel does not make the executive session proper. The acquisition or disposal or lease of real property may be considered and voted on in the closed session. There must still be a subsequent public vote.
O.C.G.A. § 50-14-2, 50-14-3(a)(5), (b)(1).

Executive sessions shall be permitted for:
"Meetings when discussing or deliberating upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee or interviewing applicants for the position of the executive head of an agency. This exception shall not apply to the receipt of evidence or when hearing arguments on personnel matters, including whether to impose disciplinary action or dismiss a public officer or employee or when considering or discussing matters of policy regarding the employment or hiring practices of the agency. The vote on any matter covered by this paragraph shall be taken in public, and minutes of the meeting, as provided in this chapter, shall be made available. Meetings by an agency to discuss or take action on the filling of a vacancy in the membership of the agency itself shall at all times be open to the public as provided in this chapter."
O.C.G.A. § 50-14-3(b)(3)

Going into an executive session requires a vote. The regular minutes must show the specific reason for closing the meeting, those present, and those voting for closing the meeting.
Going into executive session also requires the Chair to execute an affidavit showing the basis for the executive session and that the closed part of the meeting was limited to these provisions.
The Chair has to keep the meeting limited to the proper purposes of the closed session, and if it is not, to adjourn the closed meeting.
O.C.G.A. § 50-14-4.

Open Records

"'Public record' means all documents, papers, letters, maps, books, tapes, photographs, computer-based or generated information, data, data fields, or similar material prepared and maintained or received by an agency or by a private person or entity in the performance of a service or function for or on behalf of an agency or when such documents have been transferred to a private person or entity by an agency for storage or future governmental use."
O.C.G.A. § 50-18-70(b)(2).

Documents must be available within three business days from the request. When some documents are available and some are not, immediate access must be permitted to the available ones. The Open Records Act is a document access statute. It does not require the agency or its staff to answer questions.
When in doubt about what is sought, your staff should confer with the requester.
O.C.G.A. § 50-18-71(a), (b)(1)(A).

When some documents are not available, or the agency estimates it is going to charge more than $25 to produce the records, or there are exceptions the agency relies upon, it must send a letter within three business days from receipt of the request. The three-day letter states:

- When the documents will be available
- An estimate of how much production will cost
- What exceptions the agency relies upon includes citing the specific portions of the law.
  O.C.G.A. § 50-18-71(b)(1)(A), (d).

Costs are 10 cents per page if copies are made. Also, the agency may charge for the "search, retrieval, redaction, and production or copying costs for the production of records." The rate charged for time is "the lowest-paid full-time employee who, in the reasonable discretion of the custodian of the records, has the necessary skill and training to perform the request," with the first 15 minutes free. The agency must "utilize the most economical means reasonably calculated to identify and produce responsive, inclusive documents."
O.C.G.A. § 50-18-71(c)(1), (2).

The agency must provide access to the electronic data it keeps. The proper way to do this is to download the file with the data or to email the data to the requester.

All email and text messages concerning the agency's business are open. All email and text messages created or kept on the system's equipment or devices are public.

Only the specific personal information the ORA allows should be redacted.

For all citizens, the following can be redacted:

- Social Security number
- Mother's birth name
- credit card information, debit card information, bank account information, account numbers, utility account numbers, and passwords used to access accounts
- financial data or information
- insurance or medical information in all records
- unlisted telephone number, if so designated in a public record
- personal email address
- cellular telephone number
- day and month of birth
- information regarding public utility, television, Internet, or telephone accounts held by private customers

O.C.G.A. §§ 50-18-72(a)(20).

For public employees, the following can be redacted:

- home address
- home telephone number
- day and month of birth

Attachment: 2024 BCA Manual - DRAFT (24-7005 : Boards, Commissions, and Authorities (BCA) Manual Updates)

- Social Security number
- insurance or medical information
- Mother's birth name
- credit card information
- debit card information
- bank account information, account numbers, utility account numbers, passwords used to access accounts,
- financial data or information other than compensation by a government agency
- unlisted telephone number if so designated in a public record
- identity of the public employee's immediate family members or dependents

O.C.G.A. §§ 50-18-72(a)(21).

There's no question that personnel files, with the limited redactions covered above, are open. The following related exceptions exist in the ORA:

"(7) Records consisting of confidential evaluations submitted to, or examinations prepared by, a governmental agency and prepared in connection with the appointment or hiring of a public officer or employee;
"(8) Records consisting of material obtained in investigations related to the suspension, firing, or investigation of complaints against public officers or employees until ten days after the same has been presented to the agency or an officer for action or the investigation is otherwise concluded or terminated, provided that this paragraph shall not be interpreted to make such investigatory records privileged."
O.C.G.A. §§ 50-18-72(a)(7), (8) (emphasis added).

OTHER ISSUES AND CONSIDERATIONS

Training and Orientation

City staff shall provide all newly appointed members with resources and online training material. The training includes a review of the enabling legislation for that BCA and any other material appropriate to the work of the particular BCA, such as by-laws, the City Charter, and Sunshine Laws.

BCA members are encouraged and may be required to attend training that enhances their ability to serve effectively. The increasing complexity of municipal operations and the potential for legal challenges to recommendations and decisions made by appointed and elected officials make it increasingly important for members to receive proper training to carry out their roles and responsibilities. All training must be organized and provided by the City or otherwise authorized by the City.

Conflicts of Interest

Conflict of interest questions arise periodically at all levels of government and can become very complex. Generally, a conflict of interest occurs when you, as a member of a BCA, are slated to vote on a matter:

1. Involving you or a member of your family by blood or marriage.
2. Involving a business owned in whole or part by you or a member of your family by blood or marriage.
3. When the outcome would be economically advantageous to you or a member of your family or to a business owned in whole or in part by you or a member of your family.

In any such case, you are responsible without question to disclose this information to the rest of the BCA and to abstain from any discussion or vote on the matter.

All members of a BCA must also be aware of situations in which there is an appearance of a conflict of interest. In some cases, a matter may be pending before the BCA, which shall not benefit you or a member of your family in any way, but the public may perceive that a conflict exists. In some cases, an individual's alliance or allegiance to an organization, group, or institution may leave doubt in the public's mind as to that member's ability to make an objective determination. Although there may not be any legal preemption from voting under such circumstances, prudence should prevail.

Openness is generally the best policy. When these issues arise, discuss them openly with the BCA. If you are in doubt, the safest course of action is to abstain from participating in any discussions on that particular issue. Abstention from an issue should include physically leaving the room when the BCA is meeting during the period the matter is discussed or acted upon. Section 2.14 of the City Charter.

Access to Legal Counsel

If legal questions arise that the Board or Commission needs clarification on, the City Attorney is available to provide a legal opinion. Contact with the City Attorney should be arranged through the staff liaison or City Manager and not independently by the Board or Commission. Typically, and with very few exceptions, an issue may arise during a meeting that requires a legal opinion; decisions on the matter should be held until the next meeting so consultation with the City Attorney can take place. Authorities hire and consult with their designated legal Counsel.

CONFLICT RESOLUTION

At times, BCAs may be faced with conflicts resulting from particularly complex or controversial issues or problems. The following rules will assist in attaining a productive level of conflict resolution.

Conflict Between Entities

Step 1: When there is a conflict between the entities, there shall be a meeting of the Chairs.

Step 2: If they are unable to resolve the conflict, there shall be a meeting scheduled within ten days to bring the bodies together to resolve the dispute.

Step 3: If the conflict is still unresolved, an outside neutral facilitator may be brought in to help.

Dealing With the Public: Handling Citizen Concerns or Complaints

If a BCA member receives a complaint or concern from a citizen, they should first ask if the complaint has been submitted to the appropriate City department. The City has processes in place to handle complaints; therefore, residents should be encouraged to use the procedures established to ensure a timely response that is consistent with policies. Also, making sure that complaints are directed through the appropriate staff person ensures that department heads are aware of ongoing issues or trends that may need attention.

BCA members should be sure not to represent promises or assurances to resolve a complaint. While individual BCA members and the BCA as a whole may take appropriate steps within the scope and power of their mandate, they do not necessarily have the authority to address the citizen's issue or complaint. Initially, not all citizens shall understand this and may need to be provided with information on the member or BCA's role. As a rule, all complaints should be referred to the staff liaison who can either handle the complaint or refer it to the City Manager for proper staff assignment.

APPENDIX

LIST OF CITY BCAS

Architectural Review Board

Discovery Garden Park Board

Downtown Development Authority

Historic Preservation Commission

Norcross Housing Authority

Norcross Development Authority

Norcross Public Arts Commission

Parks, Green Spaces, and Trails Commission

Planning & Zoning Board

Sustainable Norcross Commission

Tree Preservation Board

Zoning Board of Appeals

Attachment: 2024 BCA Manual - DRAFT (24-7005 : Boards, Commissions, and Authorities (BCA) Manual Updates)

DESCRIPTIONS

Architectural Review Board (ARB)

The Architectural Review Board is responsible for reviewing architectural and landscaping design for all new commercial and multi-family residential projects, major commercial remodels, and administrative design review applications while ensuring the preservation of existing areas of natural beauty, cultural importance, and assuring that buildings, structures, signs or other developments are in good taste, good design, harmonious with surrounding developments.

Members (Quorum)	Five Members (Three Members)
Special Requirement	One Architect or Engineer
Residency Requirement	Minimum of three residents
Term	Three Years
Meeting Date & Time	Third Tuesday of each month, 6:00 pm
Meeting Place	City Hall, Second Floor Conference Room

Discovery Garden Park (DGP)

The Discovery Garden Park Commission serves the purpose of enriching our community through the discovery, enjoyment, and celebration of the natural world that sustains us and inspires life-long curiosity, understanding, and appreciation of nature through gardening, education, and demonstration.

Members (Quorum)	Nine Members (Five Members)
Residency Requirement	Minimum of four residents
Term	Two Years (Determined by City Code)
Meeting Date & Time	Second Tuesday of each month, 6:00 pm
Meeting Place	City Hall, Second Floor Conference Room

Downtown Development Authority (DDA)

The Authority was created by the state and enacted by the city to promote the economic growth of the downtown area. It collects revenue from all local jurisdictions that levy a tax in the DDA district. The DDA also has the power to assess a tax on the downtown property owners. The Authority works closely with downtown business owners to promote the downtown community.

Members (Quorum)	Six Members, One Councilmember (Four Members)
Residency Requirement	Directors shall be either taxpayers residing in the City, or an owner or operator of a business located within the downtown development geographic area or a taxpayer residing in the county.
Term	Four Years
Meeting Date & Time	Second Thursday of each month, 6:00 pm
Meeting Place	City Hall, Second Floor Conference Room

Historic Preservation Commission (HPC)

The purpose of the Historic Preservation Commission is to implement the City's historic preservation regulations, which promote the cultural, economic, educational, and general welfare of the people of the city and the public generally through the preservation and protection of historically or architecturally worthy structures.

Members (Quorum)	Five Members (Three Members)
Residency Requirement	All members shall be residents of the City or the owner of a property in the historic district
Term	Three Years (Two-year term limits) O.C.G.A. § 44-10-24
Meeting Date & Time	Fourth Wednesday of each month (Quarterly), 6:30 pm, or as needed
Meeting Place	City Hall, Second Floor Conference Room

Attachment: 2024 BCA Manual - DRAFT (24-7005 : Boards, Commissions, and Authorities (BCA) Manual Updates)

DESCRIPTIONS CONTINUED…

Norcross Housing Authority (NHA)	
The mission of the Housing Authority is to provide safe and sanitary dwelling accommodations in the City of Norcross to persons of low income at rental rates that they can afford.	
Members (Quorum)	Six Members (Four Members)
Residency Requirement	All members shall be residents of the city or the owner of a property in the historic district.
Term	Five Years
Meeting Date & Time	Third Friday of each even month at 10:30 am
Meeting Place	City Hall, Second Floor Conference Room

Norcross Development Authority (NDA)	
The Authority is created for nonprofit and public purposes as set forth in O.C.G.A. § 36-62-1 et seq., including but not limited to serving and providing investment capital to Low-Income Communities or Low-Income Persons as those terms are defined in the laws and regulations of the Economic Development Administration, HUD, New Markets Tax Credit Program, and other federal government programs.	
Members (Quorum)	Six Members, One Councilmember (Four Members)
Residency Requirement	All members shall be taxpayers residing in the City of Norcross.
Term	Four Years
Meeting Date & Time	Third Wednesday of each month, 6:30 pm
Meeting Place	City Hall, Second Floor Conference Room

Norcross Public Arts Commission (NPAC)	
The mission of the Norcross Public Arts Commission is to cultivate a growing, creative arts community and to promote continuous growth and development of our neighboring cultural resources. NPAC was created by the City Council and is charged with advising the Mayor and City Council on policies and issues pertaining to the arts and culture in the City of Norcross. The NPAC also serves as an umbrella organization supporting art and cultural organizations within the City.	
Members	Seven Members (Four Members)
Residency Requirement	A minimum of four members shall be citizens of the City
Term	Three Years
Meeting Date & Time	4th Tuesday of each month, 6:30 pm
Meeting Place	City Hall, Second Floor Conference Room

Parks, Green Spaces, and Trails Commission (PGT)	
The primary purpose of the Parks, Green Spaces, and Trails Commission is to advise and provide recommendations to the city council regarding the best use, planning and development, maintenance, and related projects for these spaces with the main objective of beautifying and preserving the city's natural resources through conservation measures.	
Members (Quorum)	Five Members (Three Members)
Residency Requirement	Four members shall be residents of the City
Term	Four Years
Meeting Date & Time	Third Thursday of each month, 5:00 pm
Meeting Place	City Hall, 2nd Floor Conference Room

Attachment: 2024 BCA Manual - DRAFT (24-7005 : Boards, Commissions, and Authorities (BCA) Manual Updates)

DESCRIPTIONS CONTINUED…

Planning & Zoning Board (P&Z)

The mission of the Planning & Zoning Board is to be advisory in nature and view all matters before them in full recognition of the criteria set forth in the city land-use plan. The P&Z Board makes recommendations to the City Council on rezoning applications, special use permits, and changes to the City's Comprehensive Plan and Unified Development Ordinance. The recommendations of the board are not binding, but instead, they are meant to allow a complete discussion and analysis of a request or project prior to the final decision of the Mayor and Council.

Members (Quorum)	Five Members (Three Members)
Residency Requirement	All members shall be residents of the City
Term	Four Years
Meeting Date & Time	1st Wednesday of each month, 6:30 pm; meets as needed
Meeting Place	City Hall, Council Chambers

Sustainable Norcross Commission (SNC)

The purpose of The Sustainable Norcross Commission is to educate the citizens and advise the Mayor and Council regarding sustainability and environmental matters through the development of a city sustainability plan and regular communication.

Members (Quorum)	Seven Members (Four Members)
Residency Requirement	Members shall be one of the following: taxpayer residing in the city; an owner or operator of a business located within the city and a taxpayer residing in the county; a person having expert qualifications and a taxpayer residing in the county up to a limit of two.
Term	Two Years
Meeting Date & Time	Second Wednesday of each month, 6:00 pm
Meeting Place	City Hall, 2nd Floor Conference Room

Tree Preservation Board (TPB)

The Tree Preservation Board is established to assist the Community Development Department in interpreting and enforcing the provisions of the Tree Protection, Buffers and Landscape Ordinance in the City's Unified Development Ordinance (Article V, Chapter 200) and to advise the Mayor and City Council on matters pertaining to the preservation of trees and conservation of tree canopy cover within the City.

Members (Quorum)	Five Members (Three Members)
Residency Requirement	Residents or property owners of the City, except that up to two members may be nonresidents or non-property owners with professional expertise in arboriculture, horticulture, or land development/construction.
Term	Three Years
Meeting Date & Time	Monthly 2nd Wednesday of each month,4:00 pm
Meeting Place	City Hall, 2nd Floor Community Room

Attachment: 2024 BCA Manual - DRAFT (24-7005 : Boards, Commissions, and Authorities (BCA) Manual Updates)

DESCRIPTIONS CONTINUED…

Zoning Board of Appeals (ZBA)	
ZBA is charged with hearing variance requests from the Unified Development Ordinance. Some examples of requests typically heard by the board include requests to modify building setback requirements, height limitations, and parking requirements. The board also hears requests for special exceptions and appeals to the interpretation and administration of the Unified Development Ordinance.	
Members (Quorum)	Five Members (Three Members)
Residency Requirement	Members must reside within the corporate limits of the City.
Term	Four Years
Meeting Date & Time	Fourth Thursday of each month, 6:30 pm
Meeting Place	City Hall, 2nd Floor Conference Room

BCA Manual Recommendations: Key Revisions Tracker

Revision page numbers correspond with the page numbers from the redlined version of BCA Manual

THE VALUE OF SERVICE: (PAGE 4)

1. Moved Value of Service Section up before Mission Statement

DEFINITIONS (PAGE 5)

1. Added definitions section.

QUICK LINKS (PAGE 6)

1. Added quick links.

BOARDS & COMMISSION (PAGE 6)

1. Merged Boards & Commissions sections as they are the same in structure and duty

TYPES OF BCA'S (PAGE 7)

1. Consider removing section because we only have standing BCAs. Committees are not BCAs.

KEYS TO BECOMING AN EFFECTIVE BCA MEMBER (PAGE 9-10)

1. Added verbiage pertaining to establishing bylaws; and
2. Provided a link to the Sunshine Laws "Red Book"; and
3. Added New Section: Understand General Rules of Procedure

CALL FOR APPLICATIONS (PAGE 10)

1. Removed section stating: The City Clerk's Office gathers new applications and contacts all the applicants of previously submitted applications to confirm their interest in serving on that BCA.

INTERVIEW PROCESS (PAGE 11)

1. Renamed section to **Application Process**

APPLICANT VETTING PROCESS (PAGE 11)

1. Removed all references of Staff Liaison in the recommendation process; and
2. Added language to include the entirety of a BCA in the recommendation process;

BACKGROUND CHECK (PAGE 12)

1. Updated: The City of Norcross *may* conduct a Criminal Background Check.

OATH OF OFFICE (PAGE 12)

1. Recommendation: An oath of office shall be administered by the Mayor following an appointment. Oaths shall be administered in the office of the Mayor.

TERMS OF SERVICE (PAGE 12)

1. Removed line regarding most boards serving four-year terms. Board terms vary between two-five years.

REAPPOINTMENT PROCESS (PAGE 12)

1. Removed all references of Staff Liaison in the recommendation process; and
2. Added language to include the entirety of a BCA in the recommendation process; and
3. Added Verbiage: If, at the end of any term of office of any BCA member, a successor thereto has not been elected, the BCA member whose term of office has expired shall continue to hold office until his or her successor is so elected.

ATTENDANCE (PAGE 14)

1. Drafted full Attendance Policy

TELECONFRENCE/VIRTUAL/REMOTE PARTICIPATION (PAGE 14-15)

1. Added section – Board & Commission Teleconference Participation; and
2. Added Section – Authorities – Based on SB 26 Part II Section 2-1

MEETING AGENDA (PAGE 15)

1. Added verbiage: Agendas shall be submitted to the City Clerk's Department no later than one week before the scheduled meeting date.

QUORUM AND VOTING (PAGE 16)

1. Added the definition of a quorum.

CONFLICT BETWEEN ENTITIES (PAGE 20)

1. Step 2: Mayor and Council will determine who will facilitate the meeting; and
2. Step 3: Mayor and Council will determine the type of facilitator to be brought in.

APPENDIX (PAGE 22-26)

1. Specified a quorum for each BCA in description chart.

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

City of Norcross

Legislation Details (With Details)

File #:	24-7009	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/3/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Sidewalk Safety - Bicycles		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Sidewalk Safety - Bicycles
2. Bicycle Riding on Sidewalks Ordinance

Title
Sidewalk Safety - Bicycles

Drafter
Mayor Pro Tem Bruce Gaynor and Chief Bill Grogan

Motion
A motion to Approve/Deny an Amendment to Article I of Chapter 34, "Entitled Traffic and Vehicles," of The City Code of Ordinances, by adding a new Sec. 34-7, and include the following enacting clause:

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

NORCROSS
a place to imagine

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Agenda Report

To: Mayor and Council

From: Mayor Pro Tem Bruce Gaynor
Chief Bill Grogan

Meeting Date: June 3, 2024 - Mayor and Council

Item No.: 24-7009

Title: Sidewalk Safety - Bicycles

CC: Eric Johnson, City Manager

Recommendation: (updated)

Add the following new section to Chapter 34 in the city's code of ordinances:

Sec. 34-7. - Bicycle riding on sidewalks.

1. It shall be unlawful for any person to ride a bicycle on a sidewalk.
2. Exception: Children 12 years of age or younger may ride a bicycle on a sidewalk, providing that the bicycle rider yield to pedestrians.

Background:
Georgia law prohibits bicycles (self-propelled or electric assisted) on sidewalks for all ages. The only exception is if, by resolution/ordinance, the jurisdiction authorizes children 12 years of age or younger to ride on them.

We do not have that resolution/ordinance, so all bicycles are prohibited on sidewalks in Norcross. Georgia law classifies them as vehicles and most all vehicle laws apply to their operation. As with all traffic violations, an officer has to witness the violation in order to enforce it.

I have personally seen near misses between bikes and pedestrians when adults use the sidewalk for bicycles. Now I've more recently seen people using electric bikes, at high speed, on the sidewalk. What measures can be taken to educate the public on bike safety and sidewalks?

Financial Impact: (updated) Legal fees, Municode costs.

Consistent with Comprehensive Plan?

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

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Attachments: **(updated)** Amendment to City Ordinance Chapter 34

Next Steps: **(updated)** Council vote and Mayor's signature

Update: Direction to staff at the May policy work session was to mirror the State's prohibition of bicycles on sidewalks and include the exception allowing children 12 years of age and younger to ride on sidewalks.

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

ORDINANCE NO. ___

AN AMENDMENT TO ARTICLE I OF CHAPTER 34 OF THE CITY CODE OF ORDINANCES ENTITLED TRAFFIC AND VEHICLES, TO PROVIDE AN EXCEPTION FOR YOUNG CHILDREN TO RIDE BICYCLES ON SIDEWALKS, TO AMEND ARTICLE I OF CHAPTER 34 TO RESERVE SECTIONS 34-8 THROUGH 34-26, TO CONFORM CHAPTER 34 TO THE AFORESAID CHANGES, AND TO SET AN EFFECTIVE DATE:

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

I. AMENDMENT.

Article I of Chapter 34, entitled "TRAFFIC AND VEHICLES" of the Code of Ordinances for the City of Norcross, shall be amended by adding a new Sec. 34-7, as follows:

"Sec. 34-7. - Bicycle riding on sidewalks.

(a) *Prohibition***.** It shall be unlawful for any person to ride a bicycle, as defined in O.C.G.A. § 40-1-1, as amended, on a sidewalk.

(b) *Exception*. Children 12 years of age or younger may ride a bicycle on a sidewalk, providing that the bicycle rider yield to pedestrians."

II. SEVERABILITY.

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

III. REPEALER.

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

IV. EFFECTIVE DATE.

This Ordinance shall become effective immediately and shall remain in effect until revised or

repealed by further action the Mayor and Council of the City of Norcross.

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

_____
Craig Newton, Mayor

ATTEST:

_____
Monique Philip, City Clerk