

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, June 5, 2023

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Dr. Arlene Beckles

- 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**
[23-6750](#) **Approval of Previous Meeting Minutes**

[Mayor and Council - Regular Meeting - May 1, 2023, 6:30 PM](#)

[Special Called Meeting - Special Meeting - May 3, 2023, 6:30 PM](#)

[Policy Work Session - Policy Work Session - May 15, 2023, 6:30 PM](#)
- F. **Set agenda as presented for scheduled meeting.**
 - 1. [23-6749](#) **Acceptance of the Agenda & Approval of the Consent Agenda**
- G. **Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**
- H. **Floor Open to Citizens Desiring to Address the Governing Authority**
 - a. **Comments by Citizens**
 - b. **Comments by Council**
 - c. **Comments by City Manager**
- PH. **Public Hearings**
 - PH. [23-6732](#) **RZ2023-001 – 3005 Reps Miller Road**
A request to rezone the property located at 3005 Reps Miller Road from OI (Office Institutional) to R-60 (Residential Single-family) for a single-family residence.

[Agenda Report - RZ2023-001](#)

[RZ2023-002 Packet](#)

[RZ2023-002 DRAFT Ordinance](#)

PH. [23-6733](#)**RZ2023-002 - 510 & 520 West Peachtree Street**

A request to rezone the property located at 510 & 520 West Peachtree Street, from R-75 (Single-family Residence) to R-TH (Townhouse Residence) for the construction of four single family detached residential units for the construction of 4 single-family homes.

[Agenda Report - RZ2023-002](#)

[RZ2023-002 Packet](#)

[RZ2023-002 DRAFT Ordinance](#)

J. Reports of the Mayor and Councilmembers**a. General Announcements****JUNE CALENDAR OF EVENTS****Farm Fresh Days**

Wednesday, June 7 | 4:00 - 7:00 p.m. | Thrasher Park

Summer Concert Series: Bogey and the Viceroy

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

Household Hazardous Waste Event

Saturday, June 10 | 8:00 a.m. - 12:00 p.m. | Summerour Bus Lot, Off Mitchell Rd.

Movie Monday: DC League of Super-Pets

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

Farm Fresh Days

Wednesday, June 14 | 4:00 - 7:00 p.m. | Thrasher Park

Coffee With Council

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

Juneteenth Festival

Saturday, June 17 | 2:00 - 8:00 p.m. | Thrasher Park

City Hall Closed for Juneteenth Observance

Monday, June 19 | Sanitation & Recycling Services Will Not Be Affected.

Policy Work Session

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

Farm Fresh Days

Wednesday, June 21 | 4:00 - 7:00 p.m. | Thrasher Park

Summer Concert Series: Purple Madness

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

Bluesberry Music Festival

Saturday, June 24 | 3:00 - 10:00 p.m. | Betty Mauldin Park

Movie Monday: Lightyear

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

Farm Fresh Days

Wednesday, June 28 | 4:00 - 7:00 p.m. | Thrasher Park

Coming Up In July:**Red, White & BOOM!**

Monday, July 3 | 5:00 - 10:00 p.m. | Lillian Webb Park

Farm Fresh Days

Wednesday, July 5 | 4:00 - 7:00 p.m. | Thrasher Park

Summer Concert Series: Az IzZ

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

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. [23-6692](#) **COA2023-007/ Norcross Housing Authority and Walton Communities**
A recommendation to approve the conditions as listed in the attachment for Phase 2.

[Agenda Report - COA2023-007/ Norcross Housing Authority and Walton Communities](#)

[COA2023-007 Packet](#)

[RZ2022-004 Signed Ordinance](#)
2. [23-6739](#) **Urban Redevelopment Authority Amendment**
A recommendation to adopt the resolution attached to the agenda and to approve amendments to the Urban Redevelopment Plan, so as to provide for the redevelopment of the former library site, to expand public infrastructure and buildings, and to describe the desire to expand public-safety investments.

[Agenda Report - UR Plan Amendments](#)

[Resolution to Amend the Urban Redevelopment Plan](#)

[The Adopted Urban Redevelopment Plan](#)
3. [23-6736](#) **DebtBook Software Contract**
Authorize the City Manager to enter into an agreement with DebtBook to track and report on the city's lease and Software as a Service (SaaS) contracts.

[Agenda Report - DebtBook Software Contract](#)

[DebtBook Contract](#)

[Price Schedule](#)

4. [23-6738](#) **Lighting and Holiday Décor Vendor Recommendation**
A recommendation to proceed with Carter 1 Enterprises as the Lighting and Holiday décor vendor for the City of Norcross.

[Agenda Report - Lighting and Decorations Award](#)

[Request for Proposals \(PWUP 23-01\)](#)

[Lighting & Decorations Services & Maintenance \(PWUP 23-01\) - Proposals](#)

[Lighting Evaluations](#)

[Citywide Norcross Lighting and Decoration Contract](#)

5. [23-6740](#) **Invitation to Bid - Street Striping and Markings**
A recommendation to approve staff moving forward with an Invitation to Bid (ITB) for Street Striping and Markings.

[Agenda Report - ITB Striping and Markings](#)

[Map \(showing all roadways recommended for striping\)](#)

[GDOT Guidelines for Signing and Marking](#)

[Specs](#)

[Norcross Striping 2023 Bid Schedule](#)

6. [23-6737](#) **Janitorial Services Contract Award Recommendation**
A recommendation to approve a five-year Janitorial Contract with Good Success Company.

[Agenda Report - Janitorial Services Contract Award](#)

[Contractor Agreement Janitorial Services 2023](#)

[RFP 03-03 Janitorial Cleaning Service](#)

[Janitorial Cleaning Service \(RFP-03-03\) - Proposals](#)

[Janitorial Cleaning Services Evaluation](#)

[2015 Janitorial Services Contract](#)

7. [23-6741](#)**LMIG Street Resurfacing Recommendation**

A recommendation to approve the award of a contract to ShepCo Paving, Inc for the LMIG Street Resurfacing project.

[Agenda Report - LMIG Street Resurfacing Recommendation](#)

[Contractor Agreement Streets Resurfacing Project w/ShepCo](#)

[ITB 24-03 LMIG Street Resurfacing](#)

[LMIG Street Resurfacing \(ITB 24-03\) - Bids](#)

8. [23-6755](#)**Mayor and Councilmember Pay**

Adopt an ordinance updating annual compensation rates for elected officials, effective January 1, 2024, and authorize staff to present recommended compensation rate increases for consideration in April 2024 based on the employee merit increase for FY24.

[Agenda Report - Mayor and Council Compensation](#)

[Mayor and Council Compensation - All Responses](#)

[Mayor and Council Compensation - 20 Mile Radius](#)

[Council Member Salary Ranges](#)

[Mayor Pro Tempore Salary Ranges](#)

[Mayor Salary Ranges](#)

[ORD 04-2023 Mayor and Council Compensation Ordinance - June 5](#)

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 **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6750	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	6/5/2023 6:30 PM	In Control:	Mayor and Council
Title:	Approval of Previous Meeting Minutes		

Sponsors:

Code Sections:

Title
Approval of Previous Meeting Minutes

Motion
A motion to Approve the May 1st Regular Council Meeting Minutes, the May 3rd Special Called Meeting, and the May 15th Policy Work Session and Executive Session.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, May 1, 2023

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Dr. Arlene Beckles

Minutes Acceptance: Minutes of May 1, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

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

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

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

- E. Presentation of previous meetings minutes for acceptance**
- a. 23-6728: Approval of Previous Meeting Minutes**

Motion

A motion to Approve the April 3rd Special Called Meeting, Regular Council Meeting Minutes and Executive Session, and the April 17th Policy Work Session and Executive Session.

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

- F. Acceptance of the Agenda as Presented for the Scheduled Meeting**
- 1. 23-6730: Acceptance of the Agenda**

Motion

A motion to accept the Agenda and approve the consent agenda with the following items being moved to discussion:

23-6720: Funding of Public Art

23-6725: Ordinance Revisions for Coin Operated Amusement Machines

23-6717: IGA with Gwinnett County Board of Voter Registration and Elections for Use of Election Equipment

23-6704: Authorization of New Enterprise Strategic Business Manager Position

23-6726: Improving Pedestrian Use of Skin Alley

23-6727: Mayor and Councilmember Pay

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

Minutes Acceptance: Minutes of May 1, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

A motion was made to revise the consent agenda moving item 23-6693, Funding Request from Norcross Library Founders Club, from the consent to discussion.

RESULT:	REVISED CONSENT AGENDA[UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Mayor Pro Tem
AYES:	Gaynor, Hixson, Bare, Myers, Beckles

Motion to add the following item from the floor:

A Resolution to Enforce or Waive the Right of First Refusal Pertaining to the February 28, 2023, Purchase Sale Agreement Between the Norcross Development Authority and Generation Development Group, LLC.

RESULT:	ADDING A DISCUSSION ITEM TO THE AGENDA FROM THE FLOOR [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Arlene Beckles, Councilmember
AYES:	Gaynor, Hixson, Bare, Myers, Beckles

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies

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

a. Comments by Citizens

Chuck Paul
Comments about the library fundraising events, the Mayor and Council Pay item, and the Skin Alley item

Bill Aguilar
Comments about the Skin Alley closure and fire code violation.

Faye McFarland
Comments about 775 E. Gloucester Pl, the Coin Operated Amusement Machines, and Mayor and Council Pay

Kelly Varnel
Comments about the Skin Alley closure.

Nancy Jones
Comments about the Skin Alley closure.

Mark Harrington
Comments about the Skin Alley closure.

Mike McGinnis
Comments about automatic gunfire on a movie set, clarification of complaints regarding the Code Enforcement division, Mayor and Council Pay.

Jim Eyre
Comments about board re-appointments and appointments,

Gordon Tomlinson
Comments about the Skin Alley closure.

Liz Jackson
Comments regarding an opportunity to serve on the DDA board.

b. Comments by Council

c. Comments by City Manager

PH. Public Hearings

23-6724: Stream Buffer Variance - 258 Lake Drive

Motion

A motion to approve a 962 square foot encroachment into the 75' impervious setback, with a condition that the easement be recorded, filed with Gwinnett County, and attached to the deed, and the maximum setback allowance allowed by the Zoning Board of Appeals is approved.

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

J. Reports of the Mayor and Councilmembers

a. General Announcements

MAY CALENDAR OF EVENTS

'Second Chances at Love' Art Exhibition

Saturday, April 22 - Thursday, May 4 | Call 678-412-2025 to Reserve | The Rectory

Cinco De Mayo Celebrations

Friday, May 5 - Saturday, May 6 | Downtown Norcross

'Reflections at the Rectory' Student Art Exhibition

Sunday, May 7 - Sunday, May 14 | Call 678-412-2025 to Reserve | The Rectory

Movie Monday: Wakanda Forever

Monday, May 8 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Farm Fresh Days

Wednesday, May 10 | 4:00 - 7:00 p.m. | Thrasher Park

Coffee With Council

Saturday, May 13 | 8:00 a.m. | 45 South Cafe

Planting for Pollinators Workshop

Saturday, May 13 | 10:00 a.m. - 12:00 p.m. | City Hall 2nd Floor Community Room

Policy Work Session

Monday, May 15 | 6:30 p.m. | City Hall 2nd Floor Conference Room

Farm Fresh Days

Wednesday, May 17 | 4:00 - 7:00 p.m. | Thrasher Park

'Sacred Threads' Art Exhibition

Thursday, May 18 - Wednesday, May 31 | Call 678-412-2025 to Reserve | The Rectory

Movie Monday: God Bless the Broken Road

Monday, May 22 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Farm Fresh Days

Wednesday, May 24 | 4:00 - 7:00 p.m. | Thrasher Park

Summer Concert Series: Creedence Revived

Friday, May 26 | 7:30 - 9:30 p.m. | Thrasher Park

City Hall Closed for Memorial Day Observance

Monday, May 29 | Sanitation & Recycling Services Will Not Be Affected.

Memorial Day Remembrance

Monday, May 29 | 11:30 a.m. - 1:00 p.m. | Thrasher Park

Coming Up in June:

June 3 | Jazz in the Alley: Adrienne Woods and The Headliner Band & Trumpeter Terence Harper

K. Board Appointments

A. 23-6729: Board Appointment - Architectural Review Board

Motion

A motion to Approve the Appointment/Reappointment of the following candidates and terms as presented:

Architectural Review Board

Naim Harrison June 1, 2026

Jeff Hopper June 1, 2026

Bill McClees June 1, 2026

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

B. 23-6731: Board Appointment - Norcross Downtown Development Authority

Motion

A motion to Approve the Appointment/Reappointment of the following candidates and terms as presented:

Norcross Downtown Development Authority

Liz Jackson July 5, 2024 (Unexpired Term)

Jim Eyre December 1, 2027

Tim Moresco December 1, 2027

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

L. Consent Agenda

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

1. 23-6721: Golf Cart Ordinance

Motion

A motion to Authorize staff to draft a Personal Transportation Vehicle Ordinance, and to approve the attached proposal, funded by RedSpeed.

2. 23-6722: ARPA Surplus

Motion

A motion to authorize staff to report to the U.S. Department of Treasury that remaining American Rescue Plan Act (ARPA) funds will be used for "revenue replacement" within the guidelines established for ARPA fund usage.

3. 23-6723: Right of Way Acquisition

Motion

A motion authorizing staff to proceed with the Request for Proposal process for Right of Way acquisition for PI 0016067 Norcross Greenway LCI project.

M. Items for Discussion

1. 23-6693: Funding Request from Norcross Library Founders Club

Motion

A motion to Approve a request to provide \$2,000 to the Gwinnett County Library Foundation for the funding of four (4) language books at the Norcross Public Library branch.

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

2. 23-6726: Improving Pedestrian Use of Skin Alley

Motion

A motion to Approve the development of proposed restricted through-traffic on Skin Alley during the following hours: 5:00 pm on Friday afternoon until 6:00 am on Monday to facilitate a more pedestrian-friendly environment through the use of planters.

RESULT:	APPROVED [4 TO 1]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Bruce Gaynor, Mayor Pro Tem
AYES:	Bruce Gaynor, Andrew Hixson, Josh Bare, Matt Myers
NAYS:	Arlene Beckles

3. **23-6720: Funding of Public Art**

Motion

A motion to adopt a strategy for funding public art through the annual budget process and Capital Improvement Program (CIP) to replace a series of past directives.

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

4. **23-6725: Ordinance Revisions for Coin Operated Amusement Machines**

Motion

A motion to Approve an amendment to the Code of Ordinances of Norcross by adding Article XIII, "Coin Operated Amusement Machines" to Chapter 8, to provide for the regulation of coin operated amusement machines, with the following enacting clause, with an amendment of nine machines to be 6 machines.

The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be numbered to accomplish that intention.

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

5. **23-6717: IGA with Gwinnett County Board of Voter Registration and Elections for Use of Election Equipment**

Motion

A motion to Approve an agreement with the Gwinnett County Board of Registrations and Elections outlining each party's duties and obligations for the use of election equipment.

RESULT:	APPROVED [4 TO 1]
MOVER:	Matt Myers, Councilmember
SECONDER:	Arlene Beckles, Councilmember
AYES:	Bruce Gaynor, Andrew Hixson, Matt Myers, Arlene Beckles
NAYS:	Josh Bare

6. **23-6704: Authorize a New Position – Enterprise Business Manager**

Motion

A motion to Authorize a new senior position reporting to the City Manager to serve as Enterprise Strategic Business Manager for the development, analysis, and management of enterprise/utility rates and fees for the City's three enterprise operations: electric, solid waste, and stormwater, and to provide strategic management to those operations through the development of short- and long-term business strategies for each enterprise, and to approve the attached job description as

presented.

RESULT:	APPROVED [4 TO 1]
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Mayor Pro Tem
AYES:	Bruce Gaynor, Andrew Hixson, Josh Bare, Matt Myers
NAYS:	Arlene Beckles

7. **23-6727: Mayor and Councilmember Pay**

Motion

A motion to Approve/Deny the adoption of an ordinance updating annual compensation rates for elected officials, effective January 1, 2024, and authorize staff to present recommended compensation rate increases for consideration in April 2024 based on the employee merit increase for FY24.

THE MAYOR'S SALARY, COMPENSATION, AND EXPENSES. The Mayor shall be compensated for services to the city in the amount of \$18,000 per year; such compensation increase shall be effective on January 1, 2024, when those elected at the next regular municipal election take office.

MAYOR PRO TEMPORE'S SALARY, COMPENSATION, AND EXPENSES. The Mayor Pro Tempore shall be compensated for services to the city of \$13,200 per year; such compensation increase shall be effective on January 1, 2024, when those elected at the next regular municipal election take office.

COUNCILMEMBER'S SALARY, COMPENSATION, AND EXPENSES. Each Councilmember, other the Mayor Pro Tempore, shall be compensated for services to the city in the amount of \$12,000 per year; such compensation increase shall be effective on January 1, 2024, when those elected at next regular municipal election take office.

RESULT:	APPROVED [4 TO 1]
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Mayor Pro Tem
AYES:	Bruce Gaynor, Josh Bare, Matt Myers, Arlene Beckles
NAYS:	Andrew Hixson

8. **23-6735: A Resolution to Enforce or Waive the Right of First Refusal Pertaining to the February 28, 2023, Purchase Sale Agreement Between the Norcross Development Authority and Generation Development Group, LLC**

Motion

A motion to waive the right of first refusal provided in Section 5 of the Intergovernmental Agreement between the City and the Norcross Development Authority.

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

N. **Adjourn in memory of**

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

A motion was made by Councilmember Bare, seconded by Mayor Pro Tem Gaynor. The vote was unanimous. The meeting was closed at 8:40 pm.

Signed by _____ Mayor, Craig Newton

Attest _____ Monique Philip, City Clerk

Minutes Acceptance: Minutes of May 1, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

**A RESOLUTION TO ENFORCE OR WAIVE THE RIGHT OF FIRST REFUSAL AS IT
PERTAINS TO THE FEBRUARY 28, 2023 PURCHASE AND SALE AGREEMENT
BETWEEN THE NORCROSS DEVELOPMENT AUTHORITY AND GENERATION
DEVELOPMENT GROUP, LLC**

WHEREAS, the City of Norcross, Georgia (the “City”) is the record title owner of certain real estate commonly known as 0 Mitchell Road, Norcross, Georgia being approximately 10.49 acres of undeveloped land and the same having the Gwinnett County Tax Parcel Identification Number 6225004 (the “Property”).

WHEREAS, on September 13, 2022 the City and the Norcross Development Agency (“NDA”) entered into an Intergovernmental Agreement (the “IGA”) providing for the conditional transfer, sale, and marketing of the Property and particularly, among other obligations and conditions of the transfer, for a right of first refusal (said right of first refusal being provided for in Section 5 of the IGA), and;

WHEREAS, The NDA provided the City a Purchase and Sale Agreement between the NDA and Generation Development Group, LLC dated February 28, 2023 (the “PSA”) that contemplates the sale of the Property for Two Million, Two Hundred Thousand and 00/100 Dollars (\$2,200,000.00), and;

WHEREAS, the City, by and through its City Council and Mayor met to consider the enforcement or waiver of the right of first refusal on May 1, 2023 and that a vote was held publicly to enforce or waive such rights,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NORCROSS AS FOLLOWS:

The City has reviewed the PSA and, as it pertains to the City’s right of first refusal, the Mayor and City Council desire that the right of first refusal be:

- ☐ Enforced on the terms provided in Section 5 of the IGA
- ☐ Waived as it pertains to the PSA.

ADOPTED BY THE CITY OF NORCROSS AT ITS REGULAR MEETING HELD ON THIS
____ DAY OF _____, 2023.

Mayor, Craig Newton

ATTEST:

City Clerk, Monique Philip

(City Seal)

Minutes Acceptance: Minutes of May 1, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Wednesday, May 3, 2023

6:30 PM

2nd Floor Conference Room
Special Called Meeting
Mayor Craig Newton
Mayor Pro Tem Bruce Gaynor
Councilmember Andrew Hixson
Councilmember Josh Bare
Councilmember Matt Myers
Councilmember Dr. Arlene Beckles

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

A. Call to Order by Mayor Craig Newton

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

Special Meeting was called to order at 6:34 PM by Mayor Craig Newton

B. Roll Call (recorded)**C. Comments by Citizens****PH. Public Hearings****E. Items for Discussion**

- 23-6734: Residential and Commercial Solid Waste, Recycling, Yard Waste, and Bulk Items**

RESULT:	THIS MATTER WAS REFERRED TO THE CITY MANAGER AND ATTORNEYS TO NEGOTIATE WITH WASTE MANAGEMENT AND SUBMIT THE REVISED CONTRACT FOR THE MAYOR AND COUNCIL'S REVIEW AND APPROVAL.
----------------	---

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

Councilmember Matt Myers made a motion to adjourn, and Councilmember Dr. Arlene Beckles seconded. The vote was Unanimous. The meeting closed at 8:10 PM.

G. Signed by _____ Mayor Craig Newton

H. Attest _____ Monique Philip, City Clerk

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

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, May 15, 2023

6:30 PM

2nd Floor Conference Room

Policy Work Session Mayor

Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Dr. Arlene Beckles

Minutes Acceptance: Minutes of May 15, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Roll Call (recorded)

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

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

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

Zoning Board of Appeals - Tracy Rye

D. General Updates

* Lionheart theatre update - Tanya Gilmer

* CID Update - Emory Morsberger

* Improved Pedestrian Use of Skin Alley Update

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

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

G. City Manager's Report**H. Items for Discussion****1. 23-6732: RZ2023-001 – 3005 Reys Miller Road**

RESULT: THIS MATTER WAS REFERRED TO

Next: 6/5/2023 6:30 PM

TO: Mayor and Council

2. 23-6733: RZ2023-002 - 510 & 520 West Peachtree Street

RESULT: THIS MATTER WAS REFERRED TO

Next: 6/5/2023 6:30 PM

TO: Mayor and Council

Minutes Acceptance: Minutes of May 15, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

3. **23-6692: COA2023-007/ Norcross Housing Authority and Walton Communities**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 6/5/2023 6:30 PM
TO:	Mayor and Council

4. **23-6739: Urban Redevelopment Authority Amendment**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 6/5/2023 6:30 PM
TO:	Mayor and Council

5. **23-6736: DebtBook Software Contract**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 6/5/2023 6:30 PM
TO:	Mayor and Council

6. **23-6742: City of Tucker Franchise Agreement**

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

7. **23-6738: Lighting and Holiday Décor Vendor Recommendation**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 6/5/2023 6:30 PM
TO:	Mayor and Council

8. **23-6740: Invitation to Bid - Street Striping and Markings**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 6/5/2023 6:30 PM
TO:	Mayor and Council

9. **23-6737: Janitorial Services Contract Award Recommendation**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 6/5/2023 6:30 PM
TO:	Mayor and Council

Minutes Acceptance: Minutes of May 15, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

10. **23-6741: LMIG Street Resurfacing Recommendation**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 6/5/2023 6:30 PM
TO:	Mayor and Council

11. **23-6681: Discussion of Potential City Homestead Property Tax Exemption(S)**

RESULT:	TABLED TO
	Next: 6/20/2023 6:30 PM
TO:	Policy Work Session

12. **22-6597: Diversity Equity & Inclusion Training and City Certification**

RESULT:	TABLED INDEFINITELY
----------------	----------------------------

13. **22-6596: Employee Complaint Resolution Policy**

RESULT:	TABLED TO
	Next: 9/18/2023 6:30 PM
TO:	Policy Work Session

14. **22-6595: Hiring and Promotion Policy Discussion**

RESULT:	TABLED TO
	Next: 9/18/2023 6:30 PM
TO:	Policy Work Session

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

A motion was made at 8:47 pm by Councilmember Myers to adjourn to executive session, seconded by Councilmember Dr. Beckles. The vote was unanimous.

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

Minutes Acceptance: Minutes of May 15, 2023 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 **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6749	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	6/5/2023 6:30 PM	In Control:	Mayor and Council

Title: Acceptance of the Agenda

Sponsors:

Code Sections:

Title
Acceptance of the Agenda

Motion

A motion to Accept the Agenda and Approve the Consent Agenda with the following items being moved to discussion:



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6732	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	6/5/2023 6:30 PM	In Control:	Planning and Zoning
Title:	RZ2023-001 – 3005 Reps Miller Road		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - RZ2023-001](#)
2. [RZ2023-001 Packet](#)
3. [RZ20223-001 DRAFT Ordinance](#)

Title

RZ2023-001 – 3005 Reps Miller Road

Drafter

Antonio Harris

Motion

A motion to approve/deny rezoning of the property located at 3005 Reps Miller Road from OI (Office Institutional) to R-60 (Residential Single-family) for a single-family residence, subject to the following conditions:

- 1.To restrict the use of the property for a single-family home;
- 2.The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report.



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

Agenda Report

To: Mayor and Council Tracy Rye, AICP

From: Assistant City Manager/Community Development & Planning Director

Meeting Date: June 5, 2023 Mayor and Council Meeting

Item No.: 23-6732

Title: RZ2023-001

CC: Eric Johnson, City Manager

Planning & Zoning Recommendation

Recommendation to approve RZ2023-001 subject to the following conditions:

1. To restrict the use of the property for a single-family home;
2. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report;

Background

The property owner seeks to rezone the property from OI to R60 to use the property for a single-family residence. Adjacent zoning districts include PRD to the north, east, and west, currently used as the Wingate townhome community. The single-family subdivision across the street, Adams Vineyard, is zoned R75. The property has been used for office uses historically, however the property owner seeks to use it as her residence.

Financial Impact

The direct financial impact of this project has yet to be quantified, however there is an anticipated change in assessed value and subsequent tax revenue generated based on a change from office use to residential. Utilizing the structure again for residential purposes will continue a positive development trend in the area and keeping the structure occupied vs being vacant should be considered.

Consistent with Comprehensive Plan?



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

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

- Policy 1-1: “Protect the valued community character and aesthetics of existing neighborhoods by discouraging drive-through services, excessive signage, and inadequate screening near residential areas.”

The Medlock/Peachtree Industrial Boulevard Character Area has one point that supports the area’s vision of which the following applies:

- A consistent design theme expressed through signage, architectural style, and landscape palette unifies the area and provides a sense of place unique to Norcross.

Next Steps

Mayor and Council Regular Meeting Monday June 5, 2023

Attachments

Staff Report

Sample Ordinance

Update

Attachment: Agenda Report - RZ2023-001 (23-6732 : RZ2023-001 – 3005 Repts Miller Road)



Meeting Date: 5/15/2023 at 6:30 PM

Petition Number: REZ2023-001

Project Type:

Residential

Property Location:

3005 Reps Miller Road

Tax Parcel ID:

6272 113

Petitioner:

Virginia McColl Nevins (Ginny)

Petitioner's Request:

Rezoning from OI (Office Institutional) to R-60 (Residential Single-family)

Recommendation:

Approval with Conditions

Summary

The property owner seeks to rezone the property from OI to R60 to use the property for a single-family residence.

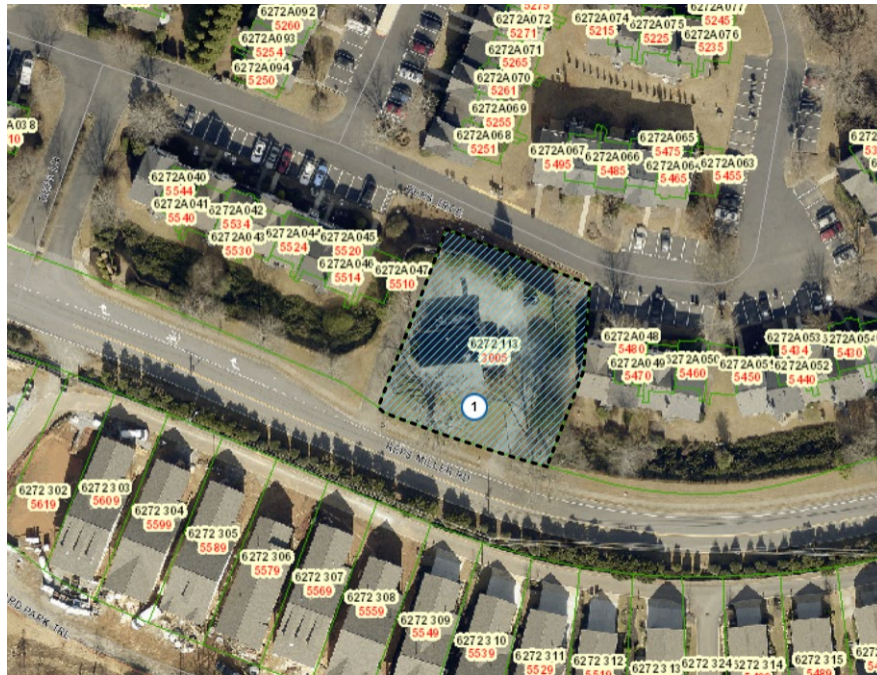
Timeline

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.

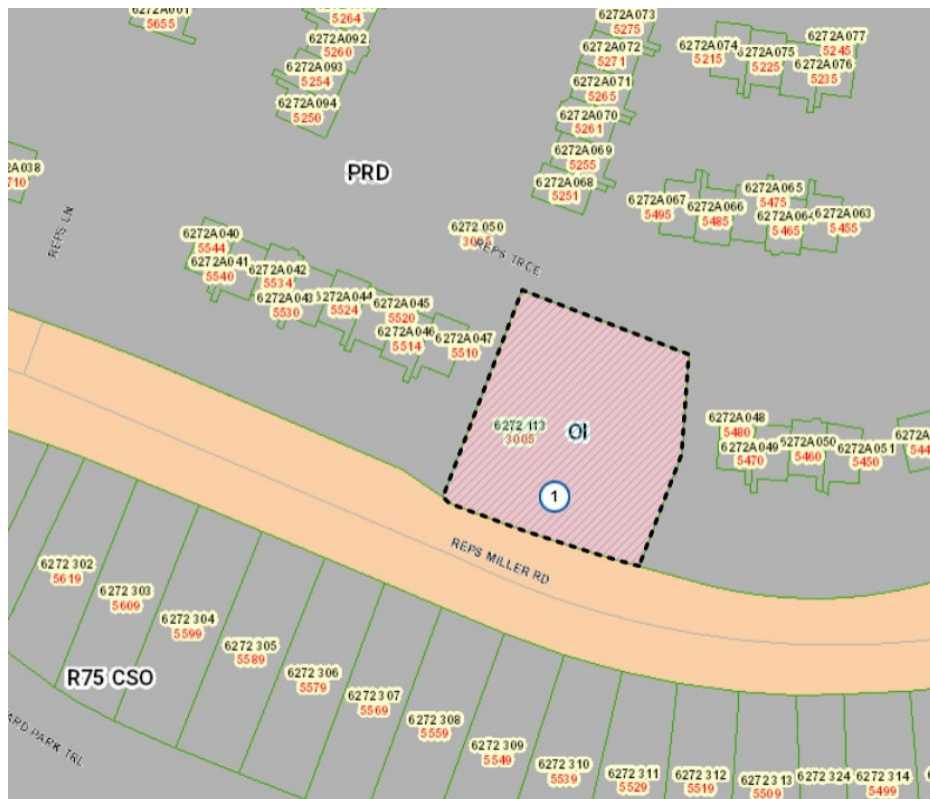
Board	Meeting Type	Meeting	Meeting Time	Room
P&Z	Hearing	Wednesday, May 3 rd , 2023	6:30 PM	Community Room 2 nd Floor
M&C Policy	Meeting	Monday, May 15 th , 2023	6:30 PM	Conference Room 2 nd Floor
M&C Regular	Hearing	Monday, June 5 th , 2022	6:30 PM	Council Chambers 1 st Floor

Attachment: RZ2023-001 Packet (23-6732 : RZ2023-001 – 3005 Reps Miller Road)

Aerial View



Zoning Map



Attachment: RZ2023-001 Packet (23-6732 : RZ2023-001 – 3005 Reps Miller Road)

PROPERTY INFORMATION	
Property Location	3005 Reps Miller Road
Acreage:	0.33 acres
Existing Zoning / Land Use	OI / Office
Proposed Zoning / Land Use	R-60 / Single-family Residence
Character Area	2 – Medlock/Peachtree Industrial Boulevard
Existing Lot Dimensions:	Frontage: Approximately 120' along Reps Miller Road Depth: Approximately 130'

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/East/West	PRD (Residential Multi-family)	Wingate	10 acres
South	R75 CSO (Residential Single-family)	Adams Vineyard	18 acres

Applicant's Request

The property owner seeks to rezone the property from OI (office use) to R-60 (residential use).

Existing Conditions

The subject is improved with a structure that is like a single-family home of approximately 2,000 sq. ft. The site has two driveway entrances and a parking area at the back of the property.

Project Description

The property owner seeks to use the property as a residence instead of a commercial/office building.

ZONING ANALYSIS

Current Zoning

The subject property is zoned OI (Office-Institutional). Adjacent zoning districts include PRD to the north, east, and west, currently used as the Wingate townhome community. The single-family subdivision across the street, Adams Vineyard, is zoned R75.

Zoning Request

Rezone the property for residential use as abutting properties are also zoned for and use for residential purposes.

2040 Comprehensive Plan Analysis

The 2040 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 2.4 a matrix that depicts land uses by character area, 2) specific visions for each of the thirteen-character areas, 3) the overarching policy goals for the city, and 4) Land Use Definitions. The subject parcels fall within Character Area 2 – Medlock/Peachtree Industrial Boulevard

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:

2 – Medlock/Peachtree Industrial Boulevard	
Low Density Residential	Mixed-use (vertical)
Medium Density Residential	Places of assembly
Planned Residential Community (mixed housing types allowed)	Transportation and communication utilities
Skilled nursing facilities (no rehab)	Parks and recreation
Neighborhood level commercial, studio, or office (<5,000 sf)	

B. Policy Goals

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

- *Policy 1-1: Protect the valued community character and aesthetics of existing neighborhoods by discouraging drive-through services, excessive signage, and inadequate screening near residential areas.*

C. Character Area Vision

The Hopewell Woods Character Area contains three points that support the area’s vision of which the following applies:

- *A consistent design theme expressed through signage, architectural style, and landscape palette unifies the area and provides a sense of place unique to Norcross.*

D. Land Use Definition

Low Density Residential - land used for single family housing and customary accessory structures on individual parcels.

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 to R-60 is suitable based on the existing uses of adjacent and nearby properties, which consist of multi-family residential units to the back of the subject property and residential single-family across the street.

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

The proposed rezoning request does not anticipate adverse effects 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 O-I zoning district. It could still be used for business or office.

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

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

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

The subject site is located within the Medlock/Peachtree Industrial Boulevard Character Area, which is intended for professional and institutional uses creating an established and aesthetically pleasing boundary along Peachtree Industrial Boulevard, the City of Peachtree Corners and adjoining residential areas. This project does meet the intent of the Comprehensive Plan as the subject will become a residential property blending with the surrounding residential uses.

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

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

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 it 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 RZ2023-001 subject to the following conditions:

1. To restrict the use of the property for a single-family home
2. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report;



REZONING APPLICATION

PROPERTY OWNER'S INFORMATION

Owner's Name:

McNevins Enterprises, Inc.

Owner's Address:

116 Lakeshore Dr.

City: Berkeley Lake State: GA Zip Code: 30096

Phone: 678-395-6700 Cell Phone: 404-447-0069 Email: ginny@windsoratlanta.com

APPLICANT'S CONTACT INFORMATION

Applicant's Name:

Virginia McColl Nevins (Ginny)

Applicant's Address:

116 Lakeshore Dr.

Suite: _____ City: Berkeley Lake State: GA Zip Code: 30096

Phone: 404-447-0069 Cell Phone: 404-447-0069 Email: ginny@windsoratlanta.com

PROPERTY LOCATION

Tax Parcel Number(s): R6272 113 Size in acres: .337 ac.

Address(es): 3005 Reps Miller Rd., Norcross, GA 30071

Number of existing structures: 1 plus shed Number of parking spaces: 9

PROPOSED USE

Current Zoning: O and I Requested Zoning: R-60

Date of Pre-Application Mtg: 3/20/2023

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 _____

Proposed Use Details:

ITEMS THAT MUST ACCOMPANY APPLICATION

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

- F. **Proof of Taxes Paid** – Proof that all ad valorem taxes due on the property have been paid must accompany each application.
- G. **Certificate Concerning Campaign Contributions** – The applicant must complete the certificate concerning campaign contributions and submit with each application.
- H. **Fees** – See attached fee schedule. Fees are non-refundable.
- I. **Development of Regional Impact** – If your application meets the Atlanta Regional Commission's (ARC) alternative rules for a Development of Regional Impact, additional review will be required by ARC and the State. More information can be found here, <https://atlantaregional.org/community-development/comprehensive-planning/developments-of-regional-impact/>
- J. **Conditional Rezoning**s – 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.

Virginia M. Neer

Signature of Applicant

3/30/23
Date

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)

Attachment: RZ2023-001 Packet (23-6732 : RZ2023-001 – 3005 Repts Miller Road)

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.



Ownership Affidavit & Designation of Agent

I. Ownership.

I, Virginia M. Nevins, hereby attest to ownership of the property described below:

Parcel I.D. Number(s): RL 272 113

Location address: 3005 Repps Miller Rd.
Norcross, GA 30071

for which this Application is submitted.

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

McNelis Enterprises, Inc. dba Windsor Realty

Please complete the appropriate section below:

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

☐ Individual

☒ Corporation/Limited Liability Company (LLC)

☐ Partnership

☐ Government Entity

Provide Names of Officers/Members:

VIRGINIA M. NEVINS, PRES.

Provide Names of General Partners:

Secretary of State Registration Number: _____

Name/Address of Registered Agent: VIRGINIA M. NEVINS

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

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

Owner's Agent: _____

Address: _____

Contact Person: _____ Telephone No.: _____

III. Notice to Owner.

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

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

IV. Acknowledgement.

• Individual

Signature _____
 Print Name: _____
 Address: _____
 Phone #: _____

• Government Entity

Print Government Name _____
 By: _____
 Signature _____
 Print Name: _____
 Title: _____
 Department: _____

• Corporation/LLC

McNevin Enterprises, Inc.

Print Corporation/LLC Name _____
 By: Virginia M. Nevin
 Signature _____
 Print Name: VIRGINIA M. NEVIN
 Its: PRESIDENT
 Address: 111 Lakeshore Dr.
Berkeley Lake, GA 30006
 Phone #: 404-447-0069

• Partnership

Print Partnership Name _____
 By: _____
 Signature _____
 Print Name: _____
 Its: _____
 Address: _____
 Phone #: _____

NOTARY INFORMATION (Please use appropriate block.)STATE OF GEORGIA

COUNTY OF _____

• Individual

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

• Government Entity

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

• Corporation/LLC

Before me, this 23 day of March, 2023, personally appeared Virginia M. Nevin of McNevin Enterprises, Inc. a Georgia corporation/LLC, on behalf of the corporation/LLC, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

• Partnership

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

Signature of Notary Linda B. Wemyss
 Print Notary Name _____

NOTARY STAMP

My commission expires: Dec. 20, 2026

Identification Method:

Personally known. GADRLRProduced I.D. - Type: 0244235210

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

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.

Virginia M. Nevins 3/22/23 VIRGINIA M. NEVINS, PRESIDENT

SIGNATURE OF APPLICANT

DATE

TYPE OR PRINT NAME AND TITLE

SIGNATURE OF APPLICANT'S DATE
ATTORNEY OR REPRESENTATIVE

TYPE OR PRINT NAME AND TITLE

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

NO (YES or NO)

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.

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, surrounded by residential townhomes

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

no affect adversely to existing uses

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

yes, but not to the degree that residential would,

- 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 it will not - much less traffic

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

yes - meets Character Area 2 - Medlock
Bridge / PIB which allows residential

- 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.

high demand for short term rentals within walking distance of town

History of my ownership of 3005 Reps Miller Rd, Norcross, GA 30071

I bought Windsor Realty in 2005 when I was an Associate Broker with the firm and assumed a rental suite vacated by an insurance agent in a strip center in Duluth- taking over the last year of her lease. This was a great time in real estate as the market was strong. I purchased the property on Reps Miller from the Wilber brothers in October of 2006 using an SBA loan through my company. I'd always felt a real estate office should be in a home, as that's what it represents. I loved the charm of the property and it's proximity to downtown Norcross. As my business grew, I was glad to be in an ownership position rather than as tenant for my business. At the same time, my husband John and I bought a small home on Berkeley Lake and realized our dream of living on the lake. All was going well with my business and John was continuing in sales and leasing in the trucking industry. We built our dream home in it's place in 2007. Six months after we completed our new home, John was diagnosed with liver cancer and our focus totally changed. As his illness drug on, I tried to negotiate with Wells Fargo to do a modification on our new home loan until we could get back on our feet with John able to work again. As the economy started a downward spiral in 2007, my business also dropped. John received a liver transplant in the spring of 2008 and was in the hospital for over a month with complications and two additional surgeries. Wells Fargo refused to do even a short-term modification and began foreclosure proceedings. With time running out in our home and John beginning his recovery at home, I went the city of Norcross and asked if we could live in the upper level of the Reps Miller home. Robert was wonderful and said he would note it in our file that we were doing that, making it mixed use. I assumed not changing the zoning was advantageous to the city thinking O and I was probably a higher tax basis. I didn't care, I was just grateful we had a place to go. We lived there for over a year with my business operating out of the lower level. After we regained our footing and John's health improved, he became an agent and then an associate broker with my company. During this time, we rented the upper level of the office for additional much needed income after moving back to the lake in a home purchased through the a partnership with a long time client and friend. We've kept the office and tried to rent it several times but no viable tenants have materialized and we seldom use it. Last year we were able to again build on Berkeley Lake and created a wonderful office space on the lower level of our home. We have become so fond of the City of Norcross, the friends we have made here and want to continue to be connected to the city. We have seen the high demand for short and long term rental near all the wonderful restaurants and shops that we so enjoy ourselves and think it's time to have the house used for what it was built for, a home. With the Adams Vineyard development across the street and the townhouses surrounding us, we think it fits in quite nicely and want to continue to love and beautify it. We hope you agree and will allow us to rezone it from O and I to R-60.

It was after all Reps Miller's personal home built by his hands!

Virginia Nevins, President
McNevins Enterprises, Inc. dba Windsor Realty
ginny@windsoratlanta.com
404-447-0069



DENISE R. MITCHELL, MPA
GWINNETT COUNTY
TAX COMMISSIONER



BILL DETAIL

[View/Pay Your Taxes](#) / [Account Detail](#) / [Bill Detail](#)

Tax Account

Mailing Address:

MCNEVINS ENTERPRISES INC
 3005 REPS MILLER RD
 NORCROSS, GA 30071-1406

SITUS:

3005 REPS MILLER RD

Tax District:

NORCROSS

Parcel ID	Property Type	Last Update
R6272 113	Real Property	4/3/2023 8:08:05 PM

Legal Description

MILLER RD

Tax Values

Description	Market Value	Assessed Value
Land	\$85,000.00	\$34,000.00
Improvement	\$282,700.00	\$113,080.00
Total	\$367,700.00	\$147,080.00

Attachment: RZ2023-001 Packet (23-6732 : RZ2023-001 – 3005 Reps Miller Road)

Description	Market Value	Assessed Value
Class Codes	101-Residential SFR	

Assessments



	Net Tax	Savings
<u>School Taxes</u>	\$3,037.21	\$0.00
<u>County Incorporated No Police</u>	\$1,684.07	\$0.00
Total Tax	\$4,721.28	\$0.00

Tax Installment Information

Period	Bill Number	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	25032461	11/1/2022	2022	\$0.00	\$0.00	\$0.00	\$0.00
Total Due:				\$0.00	\$0.00	\$0.00	\$0.00

Payment History

Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2022	25032461	B22.103198	\$4,721.28	10/27/2022

Select Language ▼

Administration Login



Attachment: RZ2023-001 Packet (23-6732 : RZ2023-001 – 3005 Reps Miller Road)



Norcross, GA - Treasurer
 65 Lawrenceville St
 Norcross, GA 30071
 (770) 448-2122

Tax Charge Information Sheet

Interest Date: 04/04/2023

WINDSOR REALTY

Parcel Number:	B372787	Situs:	3005 REPS MILLER RD
Owner:	WINDSOR REALTY	Legal:	BUSINESS INVENTORY/EQUIPMENT

Parcel Number:	R6272 113	Situs:	3005 REPS MILLER RD
Owner:	MCNEVINS ENTERPRISES INC	Legal:	MILLER RD

Tax Charge Summary for 2 Parcels

Total Unpaid Charges:	
Total Due:	\$0.00
 Grand Total Unpaid:	 \$0.00

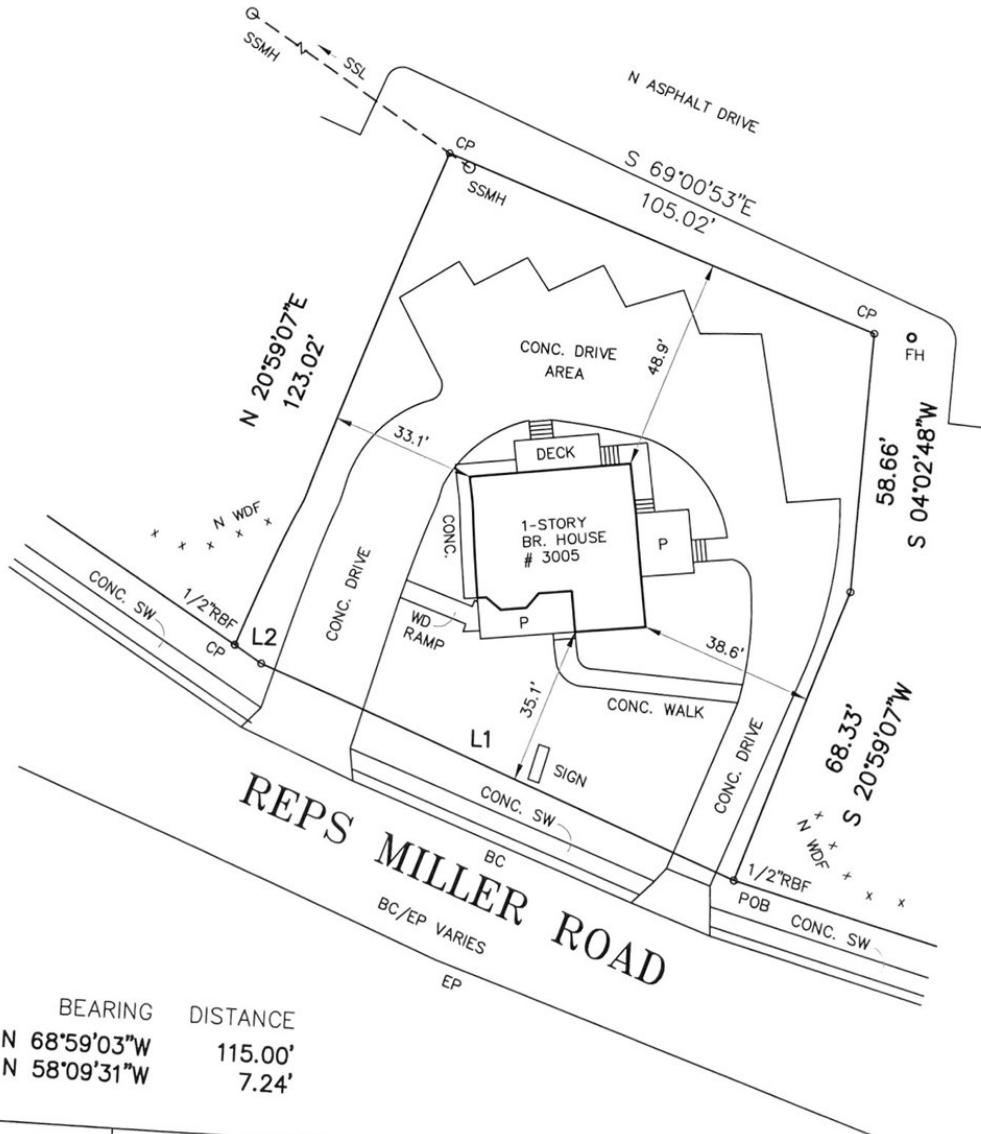
Attachment: RZ2023-001 Packet (23-6732 : RZ2023-001 – 3005 Repts Miller Road)

* LEGEND *

POB	POINT OF BEGINNING	IP	IRON PIN FOUND
LLL	LAND LOT LINE	IPS	IRON PIN SET
MH	MAN HOLE	OTP	OPEN TOP PIPE FOUND
SSL	SANITARY SEWER LINE	CTP	CRIMP TOP PIPE FOUND
CO	SAN SEWER CLEANOUT	CB	REINFORCING BAR FOUND
CB	CATCH BASIN	RBS	REINFORCING BAR SET
JB	JUNCTION BOX	MAG	MAGNETIC READING IP
DI	DRAINAGE INLET	AI	ANGLE IRON FOUND
YI	YARD INLET	CP	CALCULATED POINT
HW	HEAD WALL	-X-X	FENCE
PP	POWER POLE	CLF	CHAIN LINK FENCE
PW	POWER LINE	WDF	WOOD FENCE
SSE	SANITARY SEWER ESMT.	WRF	WIRE FENCE
DE	DRAINAGE EASEMENT	WW	WET WATER
UE	UTILITY EASEMENT	FC	FENCE CORNER
AE	ACCESS EASEMENT	BL	BUILDING LINE
TB	TOP OF BANK	R/W	RIGHT-OF-WAY
CMP	CORRUGATED METAL PIPE	PL	PROPERTY LINE
RCP	REINFORCED CONC. PIPE	PC	PROPERTY CORNER
APP	AS PER PLAT	CL	CENTER LINE
APD	AS PER DEED	CPT	CARPORT
APR	AS PER RECORD	BR	BRICK
APF	AS PER FIELD	FR	FRAME
BC	BACK OF CURB	WD	WOOD
EP	EDGE OF PAVEMENT	P	PLAT
EB	ELECTRIC POWER BOX	D	DEED
GM	GAS METER	R	RECORD
WM	WATER METER	F	FIELD
WV	WATER VALVE	N	N'BORS.
OH	OVERHANG		
OU	OWNERSHIP UNCLEAR		

SURVEY NOTES:

1. STORM SEWER, SANITARY SEWER AND OTHER BURIED UTILITIES MAY HAVE BEEN PAVED OR COVERED OVER. THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATION OF UNDERGROUND MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROCESS OF THIS SURVEY TO LOCATE BURIED UTILITIES. BEFORE EXCAVATIONS ARE BEGUN, TELEPHONE, ELECTRIC, WATER AND SEWER, GAS COMPANIES SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATIONS.
2. THIS PLAT WAS PREPARED TO SHOW THE APPROXIMATE LOCATION OF THE IMPROVEMENTS AND IS NOT RECORDABLE. FENCES SHOULD NOT BE LOCATED USING SIDE DIMENSIONS FROM THE HOUSE. ALL MATTERS OF THE TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHT OF WAY PUBLIC OR PRIVATE.
3. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT THE EXPRESS RECERTIFICATION OF THE SURVEYOR NAMING SUCH PERSON, PERSONS, ENTITY.



COURSE	BEARING	DISTANCE
L1	N 68°59'03\"W	115.00'
L2	N 58°09'31\"W	7.24'

PROPERTY ADDRESS:
3005 REPS MILLER RD.
NORCROSS, GA 30071

LAND AREA:
0.337 AC

PLAT PREPARED FOR:

GINNY NEVINS

LOT	BLOCK
SUBDIVISION	UNIT
LAND LOT 272	6TH DISTRICT
GINNETT COUNTY, GEORGIA	SECTION
FIELD WORK DATE MAY 19, 2011	PRINTED/SIGNED MAY 28, 2011
PLAT BOOK	PAGE
DEED BOOK 47126	PAGE 305
ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED	



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 LAW.

COORD # 20110271
DWG # 20110271

SURVEY LAND EXPRESS, INC.
LAND SURVEYING SERVICES

Packet Pg. 47

TEL 404-252-5747

Ordinance _____ (RZ2023-001)**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 from OI to R-60 conditions is granted for the parcel at 3005 Reys Miller Road, more fully described as parcel identification number 6272 113, 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 for a single-family home;
2. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report;

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this 5th day of June 2023.

Craig Newton, Mayor

ATTEST:

Monique Philip, City Clerk

Attachment: RZ20223-001 DRAFT Ordinance (23-6732 : RZ2023-001 – 3005 Reys Miller Road)



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6733	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	6/5/2023 6:30 PM	In Control:	Planning and Zoning
Title:	RZ2023-002 - 510 & 520 West Peachtree Street		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - RZ2023-002 MCC Update](#)
2. [RZ2023-002 Packet](#)
3. [RZ2023-002 DRAFT Ordinance](#)

Title

RZ2023-002 - 510 & 520 West Peachtree Street

Drafter

Antonio Harris

Motion

A motion to approve/deny rezoning of the property located at 510 & 520 West Peachtree Street, from R-75 (Single-family Residence) to R-TH (Townhouse Residence) for the construction of four single family detached residential units for the construction of 4 single-family homes, subject to the following conditions as recommended by Staff and adding new zoning condition #14:

- 1.To restrict the use of the property as follows:
 - a. Four (4) Single-Family detached dwellings and accessory uses and structures.
- 2.The development shall abide by all applicable standards of the United Development Code, unless otherwise specified in these conditions or through the approval of an administrative variance or by the Zoning Board of Appeals, as appropriate;
- 3.All common areas, including but not limited to streets and storm water systems, shall be maintained by the property manager/owner;
- 4.Compliance with streetscape improvements such as lighting, sidewalks, and planting strips are subject to approval of the Community Development Department.
- 5.The applicant shall submit architectural drawings and details to the Architectural Review Board for a regular ARB meeting prior to applying for any permits;

- 6.It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks;
- 7.The location of any and all crosswalks and traffic calming measures within the development are subject to the approval of the City Engineer;
- 8.Required right-of-way dedication and sidewalk dedication/or fee-in-lieu payment is subject to the approval of the City Engineer;
- 9.Plant material use on site in landscape strips and buffers are subject to final approval of the City's landscape review professional;
- 10.Location of stormwater detention is subject to the approval of the City Engineer;
- 11.All utilities shall be buried;
- 12.The development shall comply with the Architectural Review Board's conditions of approval;
13. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report;
14. The developer shall deposit \$5,000 to the HOA escrow account for the maintenance of the road.
15. The developer shall coordinate with the neighboring Church and Archaeologist to ensure no graves are on the development property.
16. The developer shall provide a survey and survey markings for the property, along with a site triangle report for the proposed driveway.
17. Before the land disturbance permit is issued, the developer should provide a tree save detail for the development.



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

Agenda Report

To: Mayor and Council Tracy Rye, AICP

From: Assistant City Manager/Community Development & Planning Director

Meeting Date: June 5, 2023 – Mayor & City Council

Item No.: 23-6733

Title: RZ2023-002

CC: Eric Johnson, City Manager

Planning & Zoning Recommendation

Recommendation to approve RZ2023-002 subject to the following conditions as recommended by Staff and adding new zoning condition #14:

1. To restrict the use of the property as follows:
 - a. Four (4) Single-Family detached dwellings and accessory uses and structures.
2. The development shall abide by all applicable standards of the United Development Code, unless otherwise specified in these conditions or through the approval of an administrative variance or by the Zoning Board of Appeals, as appropriate;
3. All common areas, including but not limited to streets and storm water systems, shall be maintained by the property manager/owner;
4. Compliance with streetscape improvements such as lighting, sidewalks, and planting strips are subject to approval of the Community Development Department.
5. The applicant shall submit architectural drawings and details to the Architectural Review Board for a regular ARB meeting prior to applying for any permits;
6. It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks;
7. The location of any and all crosswalks and traffic calming measures within the development are subject to the approval of the City Engineer;
8. Required right-of-way dedication and sidewalk dedication/or fee-in-lieu payment is subject to the approval of the City Engineer;
9. Plant material use on site in landscape strips and buffers are subject to final approval of the City's landscape review professional;
10. Location of stormwater detention is subject to the approval of the City Engineer;
11. All utilities shall be buried;
12. The development shall comply with the Architectural Review Board's conditions of approval;

13. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report;
14. The developer shall deposit \$5,000 to the HOA escrow account for the maintenance of the road.
15. The developer shall coordinate with the neighboring Church and Archaeologist to ensure no graves are on the development property.
16. The developer shall provide a survey and survey markings for the property, along with a site triangle report for the proposed driveway.
17. Before the land disturbance permit is issued, the developer should provide a tree save detail for the development.

Background

The applicant, William McClure, seeks to combine and redevelop the existing two lots located at 510 & 520 West Peachtree Street, which total 23,094 sq. ft., to build four single-family cottage homes on four separate lots at a density of 7.54 units per acre. The newly created lots will have a minimum lot area of 5,445 sq. ft. per the required RTH (Townhouse Residence) Zoning District, and each house will have access through a shared private drive that intersects in the middle of the site. The proposed square footage of the home will range from 1,100 sq. ft. to 1,500 sq. ft. of heated space.

Financial Impact

The direct financial impact of this project has yet to be quantified, however, increasing the density on site will provide additional tax base and revenue. It's also anticipated that the project will continue a positive trend of development in the area and provide additional housing at a variety of income levels

Consistent with Comprehensive Plan?

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 4-4: Accommodate new development while enhancing existing local assets.
- Policy 5-1: Accommodate the housing needs of a diverse population by supporting the development of a variety of residential types and densities based on land use patterns.
- Policy 5-2 Support the construction of work force housing to help ensure that all those who work in the community have a viable option to live in the community without spending more than a third of their net income on housing costs

The Hopewell Woods Character Area contains four points that support the area's vision of which the following applies:

- Residential areas have a traditional neighborhood design
- A mix of housing types accommodate varied incomes and life stages (young singles, families, empty-nesters, etc.)
- High-end infill development provides housing options for working professionals
- Townhomes and other medium-density housing types create a transition from single-family neighborhoods

Next Steps

Mayor and Council Regular Meeting Monday June 5th, 2023

Attachments

RZ2023-002 Packet

RZ2023-002 DRAFT Ordinance

Update



Meeting Date: 5/15/2023 at 6:30 PM	Petition Number: REZ2023-002
Project Type:	Residential
Property Location:	510 & 520 West Peachtree Street
Tax Parcel ID:	6254 576 & 6254 001
Petitioner:	McClure McClure and Millwick LLC
Petitioner's Request:	Rezoning from R-75 to R-TH for the construction of four single family detached residential units
Recommendation:	Approval with Conditions

Summary

The applicant requests to rezone the properties located at 510 and 520 West Peachtree Street from R-75 (Single-family Residence) to R-TH (Townhouse Residence) to build four single-family detached units on the combined 0.53-acre lot.

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.

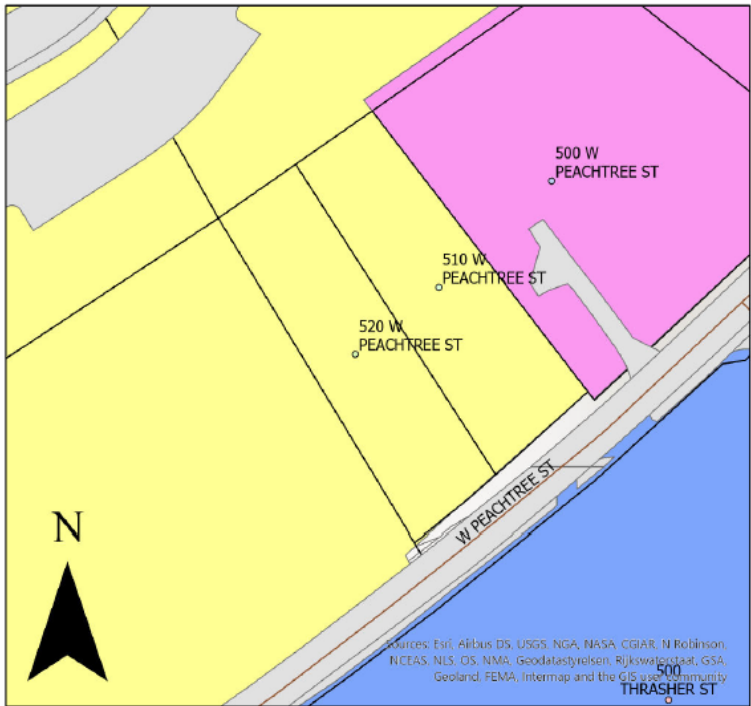
Board	Meeting Type	Meeting	Meeting Time	Room
P&Z	Hearing	Wednesday, May 3 rd , 2023	6:30 PM	Community Room 2 nd Floor
M&C Policy	Meeting	Monday, May 15 th , 2023	6:30 PM	Conference Room 2 nd Floor
M&C Regular	Hearing	Monday, June 5 th , 2023	6:30 PM	Council Chambers 1 st Floor

Attachment: RZ2023-002 Packet (23-6733 : RZ2023-002 - 510 & 520 West Peachtree Street)

Aerial View



Zoning Map



Legend

Norcross Zoning

- M1-Light Industrial
- NX_Neighborhood Mixed-use
- R75-Single Family Residence

PROPERTY INFORMATION	
Property Location	510 & 520 West Peachtree Street
Acreage:	0.53 acres (23,094 sq. ft.) combined
Existing Zoning / Land Use	R-75 / Single-family Residence
Proposed Zoning / Land Use	RTH / Townhouse Residence
Character Area	5 – Hopewell Woods
Existing Lot Dimensions:	Frontage: Approximately 140' on West Peachtree Street Depth: Approximately 200'
Existing Building Dimensions:	Undeveloped vacant lot
Topography:	High Point: Southeast corner Low Point: Northwest corner
Elevation:	High Point: 1042 feet Low Point: 1032 feet
Encumbrances:	N/A

EXISTING ZONING AND LAND USE OF PROPERTIES WITHIN 500 FEET			
Location relative to subject property	Zoning/Land use	Address(es)	Land Area (acres) (approximate)
North / Northwest	R-75 (Single-Family Residential)/ Place of Worship	182 Hunter Street	10 acres
East	M-1 (Light Industrial) / Office	500 West Peachtree Street	0.78 acres
South	NX (Neighborhood Mixed Use) / Residential Multi-family	500 Thrasher Street	10 acres
West	R-75 (Single-family residential)/ Cemetery	182 Hunter Street	2.45 acres

Applicant's Request

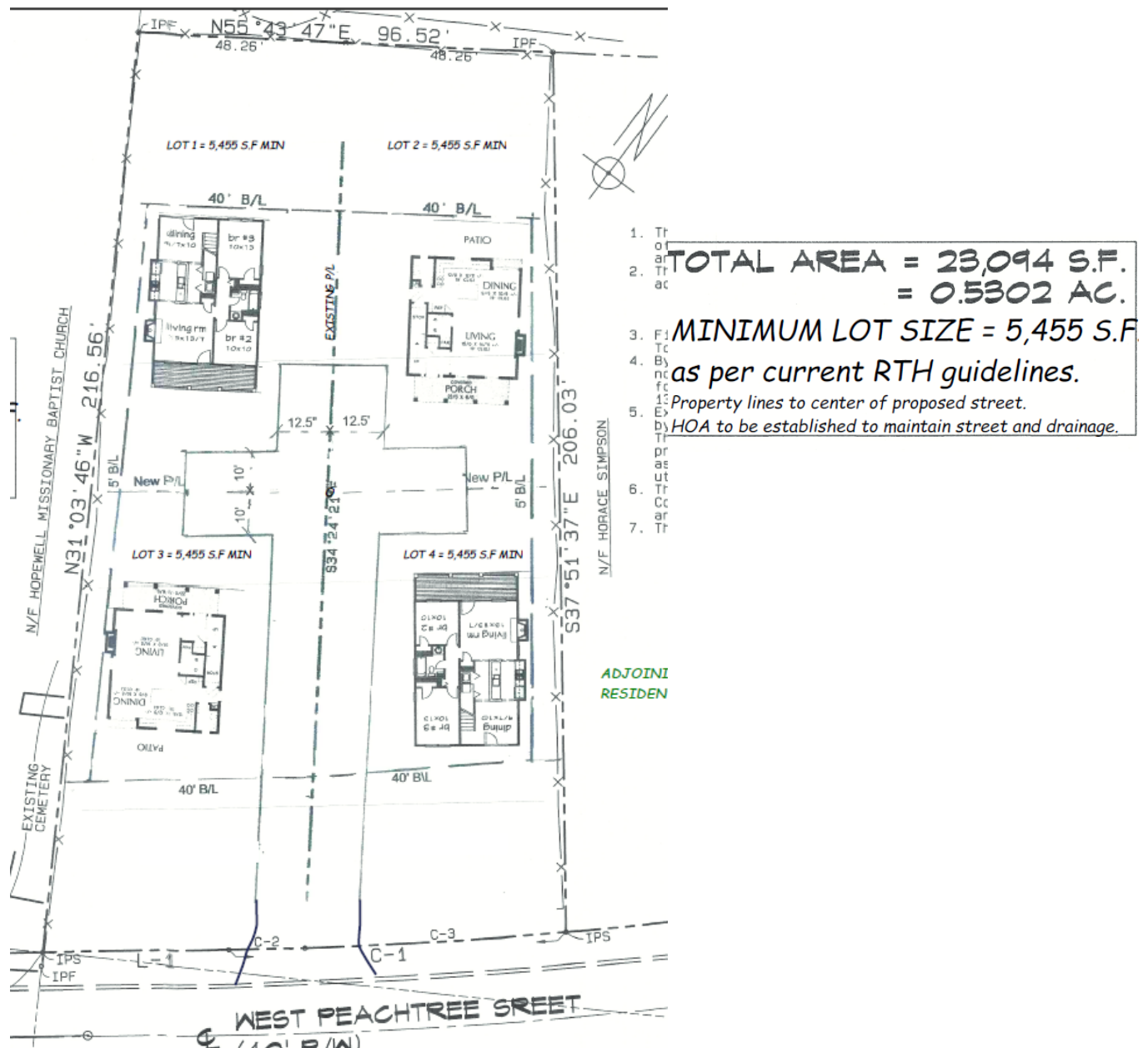
The applicant, William McClure, seeks to combine and redevelop the existing two lots located at 510 & 520 West Peachtree Street, which total 23,094 sq. ft., to build four single-family cottage homes on four separate lots at a density of 7.54 units per acre. The newly created lots will have a minimum lot area of 5,445 sq. ft. per the required RTH (Townhouse Residence) Zoning District, and each house will have access through a shared private drive that intersects in the middle of the site. The proposed square footage of the home will range from 1,100 sq. ft. to 1,500 sq. ft. of heated space.

Existing Conditions

The subject property is zoned R-75 (Single-family Residence) and it is currently a wooded undeveloped lot. Adjacent uses include a cemetery to the west, office to the east, a place of worship to the north, and a multi-unit development to the south.

Project Description

The applicant seeks to rezone the property to allow the construction of four single-family units on the two existing undeveloped lots. See below the conceptual site plan provided as part of the application. This drawing is conceptual in nature and the applicant will be required to meet all applicable site development and zoning requirements during the permitting process.



ZONING ANALYSIS

Current Zoning

The subject property is zoned R-75. Adjacent uses include a cemetery to the west, office to the east, a place of worship to the north, and a multi-unit residential development to the south. The adjacent zoning district consists of R-75 to the north and west, M-1 to the east and NX to the south. Across the street the Towns at Junction development is located, which has a variety of housing types such as apartments and townhomes.

Zoning Request

The RTH Zoning District is intended primarily for attached, single-family residences (townhomes) and related uses at a higher density than the other single-family residential zoning districts. The R-TH district also allows for the construction of detached single-family residences based on the following requirements: the lots would have to meet the minimum lot size of 5,445 sq. ft. and would have to meet the setback requirements of 10' adjacent to any street, 5' side, and 40' rear. The applicant is requesting to construct single family detached residences as shown on the attached conceptual site plan. The site plan currently shows a 40-foot setback along West Peachtree Street, however this setback would need to be 10 feet instead. Each unit will require 3 parking spaces per dwelling unit, however it is not clear from the site plan where the parking spaces will be located as the site plan does not illustrate garage and driveway location for each unit. No zoning buffers will be required on this project.

2040 Comprehensive Plan Analysis

The 2040 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 2.4 a matrix that depicts land uses by character area, 2) specific visions for each of the thirteen-character areas, 3) the overarching policy goals for the city, and 4) Land Use Definitions. The subject parcels fall within Character Area 5, Hopewell Woods.

A. Land Uses by Character Area

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

Character Area 5 – Hopewell Woods	
Low Density Residential	Mixed-use (vertical)
Medium Density Residential	Places of assembly
Planned Residential Community (mixed housing types allowed)	Transportation and communication utilities
Skilled nursing facilities (no rehab)	Parks and recreation
Neighborhood level commercial, studio, or office (<5,000 sf)	

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 4-4: Accommodate new development while enhancing existing local assets.*
- *Policy 5-1: Accommodate the housing needs of a diverse population by supporting the development of a variety of residential types and densities based on land use patterns.*
- *Policy 5-2 Support the construction of work force housing to help ensure that all those who work in the community have a viable option to live in the community without spending more than a third of their net income on housing costs*

C. Character Area Vision

The Hopewell Woods Character Area contains three points that support the area's vision of which the following applies:

- *Residential areas have a traditional neighborhood design*
- *A mix of housing types accommodate varied incomes and life stages (young singles, families, empty-nesters, etc.)*
- *High-end infill development provides housing options for working professionals*
- *Townhomes and other medium-density housing types create a transition from single-family neighborhoods*

D. Land Use Definition

Medium Density Residential - land occupied by residential uses and customary accessory uses at a density up to and including 8 dwelling units per acre.

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 two parcels to RTH for single-family homes is suitable based on the existing uses of adjacent and nearby properties, which consist of multi-family residential units across the street, commercial and institutional to the sides and rear of the property.

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

The proposed project of four single-family units does not anticipate adverse effects on existing uses or usability of nearby properties. The site would have to meet any land development requirements such as meeting the stormwater ordinance regarding runoff reduction/water quality, street scape improvements, right of way dedication, etc.

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 R-75. The owner could build two single-family homes (one on each lot).

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

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

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

The subject site is located within the Hopewell Woods Character Area, which is intended for diversity of housing types to accommodate varied incomes and life stages (young singles, families, empty-nesters, etc.). Therefore, it meets the intent of the Comprehensive Plan.

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

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

Gwinnett County External Comments and City of Norcross Internal Comments:

1. Transportation/Public Works Utilities and Parks:

- 5-foot Right-of-Way dedication on West Peachtree Street.
- 2-foot sidewalk landscape strip, 5-foot sidewalk, and 10-foot landscape strip with street lights would be required on West Peachtree Street. A fee in lieu for the installation is an option, as there are no other sidewalks on that side of the street.

2. Water & Sewer:

- No comments at this time

3. Fire Marshall:

- Applicant must comply with the minimum size for water mains and spacing, visibility, and location for fire hydrants for new construction per Section 42-29-31.
- The hydrant across West Peachtree properly covers the property, so no additional hydrant would be required. Each building is also within the accessibility range from the access road. The access road length is also not long enough to require one of the standard turn-arounds from the International Fire Code.

4. Engineering:

- Utility extensions (water and sewer) as well as shared driveways for access must be contained within easements.
- To meet the stormwater ordinance, if the total impervious area created on all lots combined exceeds 5,000 sf, the owner must comply with the stormwater ordinance, which means Runoff Reduction/Water Quality, Channel Protection and full detention requirement, the owner can either do that all-in-one system, or he'll have to provide a system for each lot separately. (This will be required during the LDP process, all specifications must meet the requirements of the Gwinnett County Stormwater Management Manual.
- Sight distance should be addressed during the LDP since there are speeding concerns along that segment of the road.

5. Arborist:

- No comments at this time.

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 it 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 RZ2023-00, the adoption of zoning standards under the existing RTH for the properties located at 510 & 520 West Peachtree Street, with the following conditions:

1. To restrict the use of the property as follows:
 - A. Four (4) Single-Family detached dwellings and accessory uses and structures.
2. The development shall abide by all applicable standards of the United Development Code, unless otherwise specified in these conditions or through the approval of an administrative variance or by the Zoning Board of Appeals, as appropriate;
3. All common areas, including but not limited to streets and storm water systems, shall be maintained by the property manager/owner;
4. Compliance with streetscape improvements such as lighting, sidewalks, and planting strips are subject to approval of the Community Development Department.
5. The applicant shall submit architectural drawings and details to the Architectural Review Board for a regular ARB meeting prior to applying for any permits;
6. It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks;
7. The location of any and all crosswalks and traffic calming measures within the development are subject to the approval of the City Engineer;

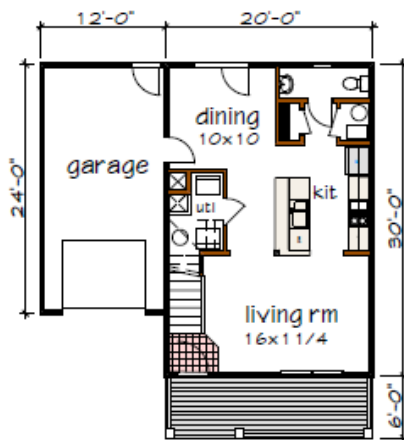
8. Required right-of-way dedication and sidewalk dedication/or fee-in-lieu payment is subject to the approval of the City Engineer;
9. Plant material use on site in landscape strips and buffers are subject to final approval of the City's landscape review professional;
10. Location of stormwater detention is subject to the approval of the City Engineer;
11. All utilities shall be buried;
12. The development shall comply with the Architectural Review Board's conditions of approval;
13. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report;

Conceptual Elevations and Floor Plan

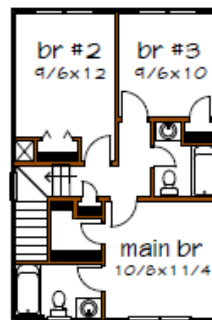
These drawings are conceptual in nature for visual purposes for this rezoning request only. These elevations and floors plans are subject to final approval by the Architectural Review Board.



plan #
1115A



Floor 1 plan



Floor 2 plan

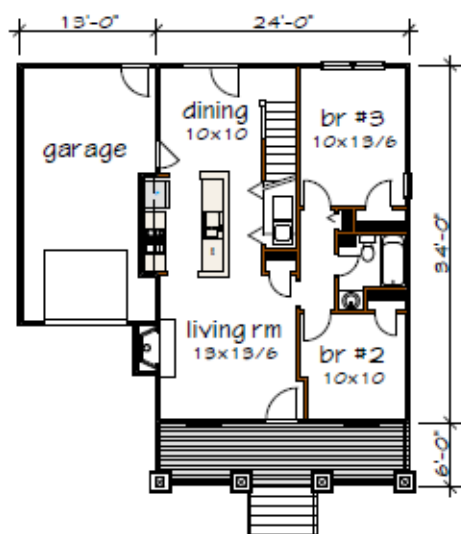
Size fl 1 600
Size fl 2 567
Size Total 1167

Width 32'-0"
Depth 30'-0"
Porch 6'-0"

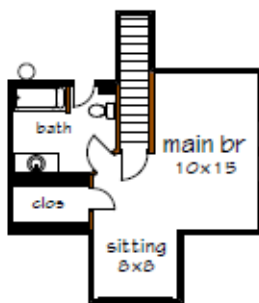
Fl 1 ceiling 8'
Fl 2 ceiling 8'
Roof pitch 9/12
Height 25'-6"



plan #
1203B



Floor 1 plan



Floor 2 plan

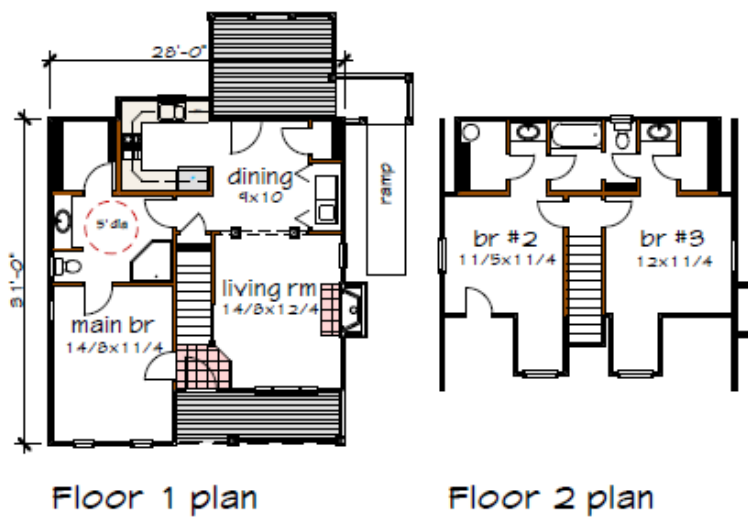
Size fl 1 830
Size fl 2 402
Size Total 1232

Width 37'-0"
Depth 34'-0"
Forch 6'-0"

Fl 1 ceiling 9'
Fl 2 ceiling Vaulted
Roof pitch 9/12
Height 23'-0"



plan #
UD 1204A



Size fl 1 806
Size fl 2 492
Size Total 1298

Width 28'-0"
Depth 33'-0"
Porch 5'

Fl 1 ceiling 8'
Fl 2 ceiling 8'
Roof pitch 11/12
Height 22'

Cozy Two-story Home with Second-level Bedrooms



1,394 SF 3BR 2.5 BA

1 of 3



REZONING APPLICATION

PROPERTY OWNER'S INFORMATION

Owner's Name:

McClure McClure and Milkwick, LLC

Owner's Address:

4192 McClatchey Cir. NE

City: Atlanta State: GA Zip Code: 30342

Phone: 404-456-3888 Cell Phone: 404-456-3888 Email: wtMcClure@yahoo.com

APPLICANT'S CONTACT INFORMATION

Applicant's Name:

William T McClure

Applicant's Address:

4192 McClatchey Cir. NE

Suite: _____ City: Atlanta State: GA Zip Code: 30342

Phone: 404-456-3888 Cell Phone: 404-456-3888 Email: wtMcClure@yahoo.com

PROPERTY LOCATION

Tax Parcel Number(s): R6254 001 and R6254 576 Size in acres: .5302 Ac.

Address(es): 510 and 520 West Peachtree St.

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

PROPOSED USE

Current Zoning: R75 Requested Zoning: RTH *Single-Family Detached*

Date of Pre-Application Mtg: 03-20-2023

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

Comp Plan Designation: Hopewell Woods If No, Comp Plan Amendment is required

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

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

Proposed Use Details:

The proposed use will enhance the area with "A mix of housing types to accommodate varied incomes and life stages (young singles, families, empty-nesters, etc.)" as stated in Hopewell Woods in Character Area 5 of the 2040 NORCROSS COMPREHENSIVE PLAN. It will also offer an opportunity for Affordable traditional Home Ownership that would not otherwise exist. Homes and lots will be smaller in size to accomplish this goal.

Our belief is this proposal not only dovetails with the 2040 Plan as well as the fabric of the type of Community desired in the 2040 Plan and the Residents of Norcross.

ITEMS THAT MUST ACCOMPANY APPLICATION

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

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

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

WT McElure
Signature of Applicant

4-3-23
Date

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: RZ2023-002 Packet (23-6733 : RZ2023-002 - 510 & 520 West Peachtree Street)

Concept Plan Checklist

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

The concept plan shall show the following:

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

The proposed project layout including:

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

Criteria and Standards for Considering a 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;

The proposal is consistent with surrounding property as well as the 2040 Norcross Comprehensive Plan for Area 5 Hopewell Woods that includes the need for Affordable Housing.

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

The proposal is consistent with surrounding property and the 2040 Norcross Comprehensive Plan for Area 5 Hopewell Woods.

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

The proposal is consistent with the 2040 Norcross Comprehensive Plans desire for "A mix of housing types to accommodate varied incomes and life stages. The current Zoning is unreasonable to achieve the desired goal of the Plan as stated

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

The proposal is consistent with surrounding property and the 2040 Norcross Comprehensive Plan for Area 5 Hopewell Woods.

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

The proposal is consistent with surrounding property and the 2040 Norcross Comprehensive Plan for Area 5 Hopewell Woods.

- 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.

The proposal is consistent with surrounding property and the 2040 Norcross Comprehensive Plan for Area 5 Hopewell Woods. Our belief is this proposal not only dovetails with the 2040 Plan as well as the fabric of the type of Community desired in the 2040 Plan and the Residents of Norcross.

REVISED APRIL 2019

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.

WT McClure 4-3-23

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)

William T. McClure

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.

DATE RECEIVED: _____

CASE#: _____

ACCEPTED BY: _____

I.b.b

Attachment: RZ2023-002 Packet (23-6733 : RZ2023-002 - 510 & 520 West Peachtree Street)



Ownership Affidavit & Designation of Agent

I. Ownership.

I, William T McClure, Mgr. for MMM, LLC*, hereby attest to ownership of the property described below:

Parcel I.D. Number(s) _____

Location address: _____

for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of:
McClure, McClure & Milkwick, LLC (AKA MMM, LLC*)

Please complete the appropriate section below:

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

☐ Individual

☒ Corporation/Limited Liability Company (LLC)

☐ Partnership

☐ Government Entity

Provide Names of Officers/Members:

William T McClure

Donald E McClure Family Trust

Annita L. Milkwick

Provide Names of General Partners:

Secretary of State Registration Number: 09076681

Name/Address of Registered Agent: Annita Milkwick 5110 Thousand Oaks PL, Kennesaw, GA 30152

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

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

Owner's Agent: William T McClure

Address: 4192 McClatchey Cir NE, Atlanta, GA 30342

Contact Person: Tom McClure

Telephone No.: 404-456-3888

III. Notice to Owner.

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

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

IV. Acknowledgement.

• Individual

• Corporation/LLC

• Partnership

_____ Signature	<u>McClure, McClure, Milkwick, LLC</u> Print Corporation/LLC Name	_____ Print Partnership Name
Print Name: _____	By: <u>WT McClure</u> Signature	By: _____ Signature
Address: _____	Print Name: <u>William T. McClure</u>	Print Name: _____
Phone #: _____	Its: <u>Manager</u>	Its: _____
	Address: <u>4192 McClatchey Cir.</u>	Address: _____
	<u>Atlanta GA 30342</u>	Address: _____
	Phone #: <u>404-456-3888</u>	Phone #: _____

• Government Entity

Print Government Name _____

By: _____
SignaturePrint Name: _____
Title: _____
Department: _____**NOTARY INFORMATION (Please use appropriate block.)**STATE OF GEORGIA
COUNTY OF _____

• Individual

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

• Government Entity

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

• Corporation/LLC

Before me, this 3rd day of MARCH, 2023, personally appeared William T. McClure of McClure McClure Milkwick, LLC a Georgia corporation/LLC, on behalf of the corporation/LLC, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

• Partnership

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

Vinod K. Sagar
Signature of Notary

VINOD K. SAGAR
Print Notary Name

NOTARY STAMP:

My commission expires: 11/11/2023

Identification Method:

Personally known.

☒ Produced I.D. – Type: GADL# 055720244

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



DENISE R. MITCHELL, MPA
GWINNETT COUNTY TAX COMMISSIONER

Payment Receipt

Your transaction has been successfully completed!!

Transaction ID: 230403144815371E0492123040314481
04/03/2023 15:51:25 [EST]

Property Taxes: R6254 001	\$812.93
Property Taxes: R6254 576	\$812.93

Account Information

Payment Type: Property Taxes

Bill Payer Details

Annita Milkwick
5110 Thousand Oaks PI NW
Kennesaw, GA 30152

Payment Details

Payment Amount: \$1625.86
Total Amount: \$1625.86

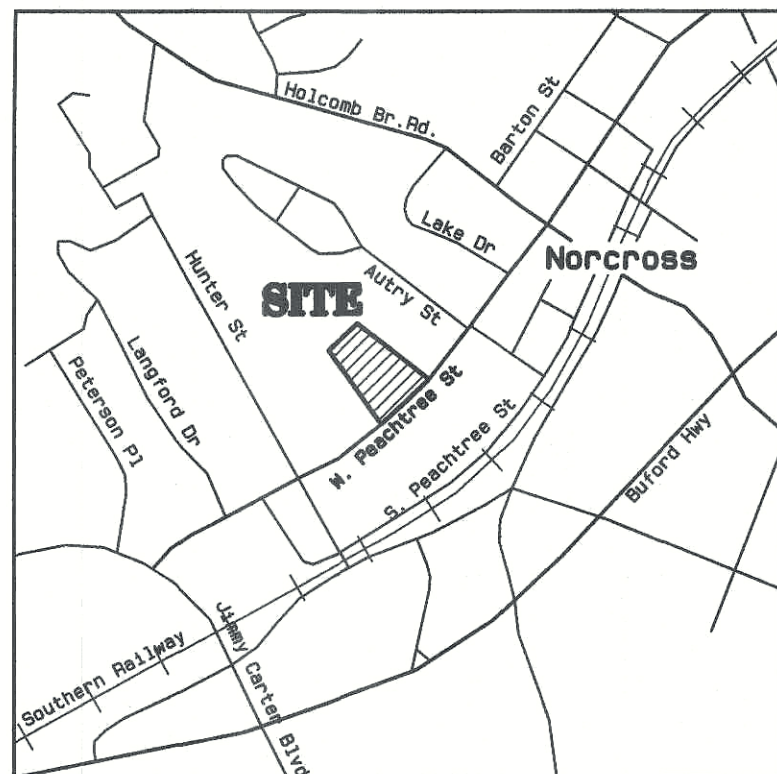
Payment Method:



Account Number: XXXXXXXXXXXXXX3723
Routing Number: 061112843
Check Type: Business Checking

© 2023 Value Payment Systems, LLC. |

Attachment: RZ2023-002 Packet (23-6733 : RZ2023-002 - 510 & 520 West Peachtree Street)



VICINITY MAP

TOTAL AREA = 23,094 S.F.
= 0.5302 AC.

MINIMUM LOT SIZE = 5,455 S.F.
as per current RTH guidelines.

Property lines to center of proposed street.
HOA to be established to maintain street and drainage.

ADJOINING PROPERTY USE:
CEMETERY

VARIANCES

ADJOINING PROPERTY USE:
CHURCH PARKING

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING AND DISTANCE
C-1	1,125.92'	78.88'	S50°02'14"W 78.86'

LINE TABLE

LINE	BEARING AND DISTANCE
L-1	S52°02'39"W 43.16'

LOT CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING AND DISTANCE
C-2	1,125.92'	17.86'	S51°35'23"W 17.86'
C-3	1,125.92'	61.02'	S49°34'58"W 61.01'

GENERAL NOTES

- The field data upon which this plat is based has a closure precision of one foot in 26,368 feet and an angular error of 9.0 seconds per angle point and was adjusted using the Compass Rule.
- This plat has been calculated for closure and is found to be accurate as follows:
TOTAL: within one foot in 79,705 feet;
Lot 1: within one foot in 97,245 feet;
Lot 2: within one foot in 181,720 feet;
- Field information for this survey was obtained with a NIKON DTM-522 Total Station and an electronic data collector.
- By graphical plotting only, this property lies in Zone X, which is not a Special Flood Hazard Area per the FLOOD INSURANCE RATE MAP for Gwinnett County, Georgia and Incorporated Areas Map No. 13135C0082F, bearing an effective date of September 29, 2006.
- Existing utilities shown are based on visual observations by the survey crew only. There may be others not shown hereon. The "BEFORE YOU DIG" utility search company should be contacted prior to any construction done on this site. The Engineer assumes no responsibility for the locations of any underground utilities not visible.
- This survey was made without the benefit of a current Title Commitment, Easements, and Encumbrances may exist which benefit and/or burden this property.
- The IPF on R/W is on side line but projects 3.24' onto R/W.

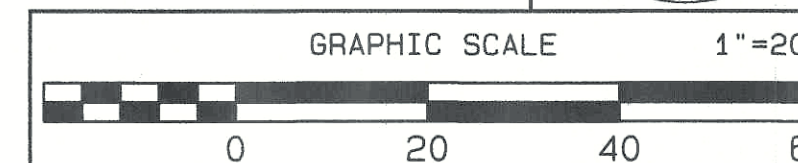
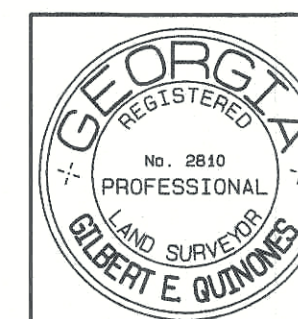
PROPOSED ZONING CHANGE
EXISTING ZONING: R-75
PROPOSED ZONING: RTH

ADJOINING PROPERTY USE:
RESIDENTIAL BUT ZONED COMMERCIAL

SURVEYOR'S CERTIFICATE

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.

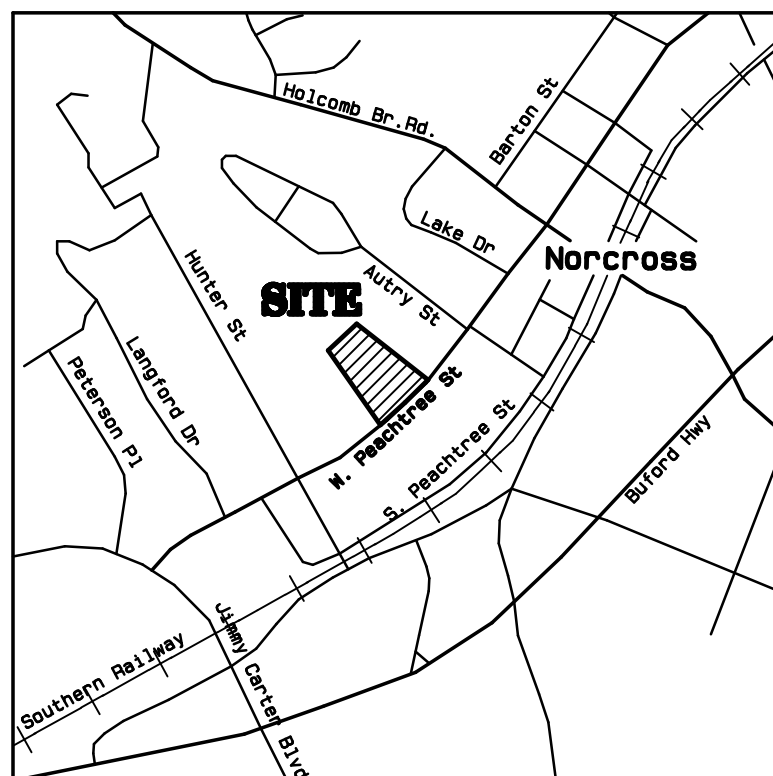
GILBERT E. QUINONES, R.L.S.
GA. R.L.S. Number 2810



Q-B ENGINEERING, INC.
517 Cemetery Street
P.O. Box 1508
Norcross, Georgia 30091-1508
(770) 449-8623
(770) 449-1088 [FAX]

REZONING PLAN
510 WEST PEACHTREE ST.

DATE	REVISIONS	DESCRIPTION	DATE
05-14-2007	1	1	10-15-07
SCALE: 1" = 20'	DRAWN: G.E.Q.	CITY COMMENTS	
DESIGNED: G.E.Q.	CHECKED: G.E.Q.		
LAND LOT: 254	6TH LAND DISTRICT		
GWINNETT COUNTY, GA.			
SHEET 1	DRAWING NO. 07-045-RZ-1		



VICINITY MAP

TOTAL AREA = 23,094 S.F.
= 0.5302 AC.
LOT 1 AREA = 11,679 S.F.
= 0.2681 AC.
LOT 2 AREA = 11,414 S.F.
= 0.2620 AC.

GENERAL NOTES

- The field data upon which this plat is based has a closure precision of one foot in 26,368 feet and an angular error of 9.0 seconds per angle point and was adjusted using the Compass Rule.
- This plat has been calculated for closure and is found to be accurate as follows:
TOTAL: within one foot in 79,705 feet;
Lot 1: within one foot in 97,245 feet;
Lot 2: within one foot in 181,720 feet;
- Field information for this survey was obtained with a NIKON DTM-522 Total Station and an electronic data collector.
- This property contains 0.5302 Acres.
- This property is zoned R-75 as per rezoning case no. 07-1053 approved on 12/03/2007 with the following conditions:
 - 75' of linear fencing must be installed along the southwest property line of lot # 1.
 - A landscape buffer of 10' wide must be maintained along the west and north property lines.
 - Fence design must be approved by the DDA.During the same case the following variances were also approved:
 - Minimum lot size is 11,400 SF
 - Minimum lot frontage is 61'
- By graphical plotting only, this property lies in Zone X, which is not a Special Flood Hazard Area per the FLOOD INSURANCE RATE MAP for Gwinnett County, Georgia and Incorporated Areas Map No. 13135C0082F, bearing an effective date of September 29, 2006.
- Existing utilities shown are based on visual observations by the survey crew only. There may be others not shown hereon. The "BEFORE YOU DIG" utility search company should be contacted prior to any construction done on this site. The Engineer assumes no responsibility for the locations of any underground utilities not visible.
- This survey was made without the benefit of a current Title Commitment, Easements, and Encumbrances may exist which benefit and/or burden this property.

N/F HOPEWELL MISSIONARY BAPTIST CHURCH

EXISTING CEMETERY

N/F HORACE SIMPSON

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING AND DISTANCE
C-1	1,125.92'	78.88'	S50°02'14"W 78.86'

LINE TABLE

LINE	BEARING AND DISTANCE
L-1	S52°02'39"W 43.16'

LOT CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING AND DISTANCE
C-2	1,125.92'	17.86'	S51°35'23"W 17.86'
C-3	1,125.92'	61.02'	S49°34'58"W 61.01'

FINAL SURVEYOR'S CERTIFICATE

It is hereby certified that this plat is true and correct as to the property lines and all improvements shown thereon, and was prepared from an actual survey of the property made by me and under my supervision; that all monuments shown hereon actually exist, and their location, size, type and material are correctly shown. The field data upon which this plat is based has a closure precision of one foot in 26,368 feet and an angular error of 9.0 seconds per angle point, and was adjusted using the compass rule. This plat has been calculated for closure and is found to be accurate as follows: TOTAL: within one foot in 79,705 feet;
Lot 1: within one foot in 97,245 feet;
Lot 2: within one foot in 181,720 feet;

This plat contains a total of 0.5302 Acres and the equipment used to obtain the linear and angular measurements herein was a NIKON DTM-522 Total Station and an electronic data collector.

By: Gilbert E. Quinones
Registered Land Surveyor
Reg No: 2810 Date of Expiration: 12-31-2009

OWNER'S ACKNOWLEDGMENT AND DECLARATION

(STATE OF GEORGIA)
(COUNTY OF GWINNETT)

The owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, acknowledges that this plat was made from an actual survey, and accurately depicts the land owned by the undersigned and dedicated by this Acknowledgment and Declaration to the use of the public forever all streets, sewer collectors, lift stations, drains, easements, and other public facilities and appurtenances thereon shown.

SIGNATURE OF SUBDIVIDER _____ DATE SIGNED _____ SIGNATURE OF OWNER _____ DATE SIGNED _____

PRINTED OR TYPED NAME OF SUBDIVIDER _____ PRINTED OR TYPED NAME OF OWNER _____

FINAL PLAT APPROVAL

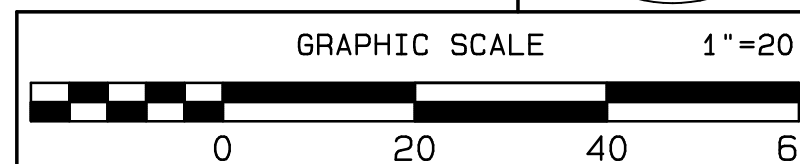
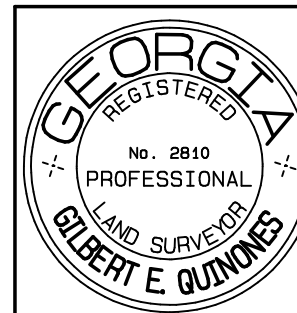
The Planning Commission Chairman and the Director of Community Development of the City of Norcross, Georgia, or his/her designees certifies that this plat complies with the City of Norcross Zoning Ordinance, and the City of Norcross Development Regulations as amended, and that it has been approved by all other operational City and county departments, as appropriate. This plat is approved subject to the provisions and requirements of the Development Performance and Maintenance Agreement executed for this project between the Owner and the City of Norcross.

DATED THIS _____ DAY OF _____

DIRECTOR, DEPARTMENT OF PLANNING AND DEVELOPMENT

PUBLIC NOTICE - DRAINAGE NOTES:

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



EXEMPTION PLAT
510 WEST PEACHTREE ST.

PAUL LOWRY

2368 Peeler Road
Dunwoody, Georgia 30338
(770) 458-5778

Q-B ENGINEERING, INC.

517 Cemetery Street
P.O. Box 1508
Norcross, Georgia 30091-1508
(770) 449-8623
(770) 449-1088 [FAX]

Attachment: RZ2023-002 Packet (23-6733 - RZ2023-002 - 510 & 520 West Peachtree Street)

File: C:\Users\Gilbert\laptop\Documents\lramodel\the Collaborative\22-ALL\22-005 - 510 & 520 West Peachtree Street\22-005.pro

Date Printed: 2/8/2022



Prepared by, record and return to:
 Mazley, Finlayson & Loggins LLP
 1050 Crown Pointe Parkway, Suite 1500
 Atlanta, GA 30338
 (404)256-0700
 File No.: 22-003061ATL
 Parcel ID # R6254 001 and R6254 576

DEED B: 59710 P: 00220

02/22/2022 08:30 AM Pgs: 2 Fees: \$25.00

TTax: \$180.00

Tiana P Garner, Clerk of Superior Court

Gwinnett County, GA

PT-61 #: 0672022005166

ERECORDED

eFile Participant IDs: 9273387672,7067927936

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF DEKALB

THIS INDENTURE, made this 18th day of February, 2022, by and between Paul M Lowry, as party or parties of the first part, hereinafter called Grantor, and McClure, McClure and Milkwick, LLC, a Georgia limited liability company, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to-wit:

See Exhibit A attached hereto and made a part hereof.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever IN FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantees against the claims of all persons by, through, or under Grantor herein.

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

Signed, sealed and delivered
 in the presence of:

[Signature]
 Unofficial Witness

[Signature]
 Notary Public

GRANTOR:

[Signature]
 Paul M Lowry (SEAL)



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 254 of the 6th Land District of Gwinnett County, Georgia, being Lots 1 and 2, as shown on Exemption Plat, 510 West Peachtree St. prepared by Q-B Engineering, Inc. dated January 28, 2008 and recorded in Plat Book 123, Page 66, Gwinnett County, Georgia Records, to which referenced is hereby made for a more complete and accurate description of the within described property.

Parcel ID: R6254 001 & R6254 576

Attachment: RZ2023-002 Packet (23-6733 : RZ2023-002 - 510 & 520 West Peachtree Street)



Norcross, GA - Treasurer
 65 Lawrenceville St
 Norcross, GA 30071
 (770) 448-2122

Tax Charge Information Sheet

Interest Date: 04/04/2023

MCCLURE MCLURE AND MILKWICK LLC

Parcel Number: [R6254 001](#) Situs: 0 W PEACHTREE ST
 Owner: MCCLURE MCLURE AND MILKWICK LLC Legal: LOT 1 W PTREE ST

Taxes Due

Year	Type	Bill Number	Tax	Interest	Penalty	Additional Costs	Total Due
2022	Tax	003312	\$130.23	\$4.78	\$6.51	\$64.00	\$205.52
Total Taxes Due for Parcel Number R6254 001:			\$130.23	\$4.78	\$6.51	\$64.00	\$205.52

Tax Charge Summary for 1 Parcel

Total Unpaid Charges:

Total Due: \$205.52

Grand Total Unpaid: \$205.52

Attachment: RZ2023-002 Packet (23-6733 : RZ2023-002 - 510 & 520 West Peachtree Street)



Norcross, GA - Treasurer
 65 Lawrenceville St
 Norcross, GA 30071
 (770) 448-2122

Tax Charge Information Sheet

Interest Date: 04/04/2023

MCCLURE MCLURE AND MILKWICK LLC

Parcel Number: [R6254 576](#) Situs: 0 W PEACHTREE ST
 Owner: MCCLURE MCLURE AND MILKWICK LLC Legal: LOT 2 W PTREE ST

Taxes Due

Year	Type	Bill Number	Tax	Interest	Penalty	Additional Costs	Total Due
2022	Tax	002937	\$130.23	\$4.78	\$6.51	\$64.00	\$205.52
Total Taxes Due for Parcel Number R6254 576:			\$130.23	\$4.78	\$6.51	\$64.00	\$205.52

Tax Charge Summary for 1 Parcel

Total Unpaid Charges:

Total Due: **\$205.52**

Grand Total Unpaid: **\$205.52**

Attachment: RZ2023-002 Packet (23-6733 : RZ2023-002 - 510 & 520 West Peachtree Street)

Ordinance _____ (RZ2023-002)

An 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 from R-75 to R-TH with conditions is granted for the parcel at 510 and 520 West Peachtree Street, more fully described as parcel identification number 6254 576 and 6254 001, 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 as follows:
 - a. Four (4) Single-Family detached dwellings and accessory uses and structures.
2. The development shall abide by all applicable standards of the United Development Code, unless otherwise specified in these conditions or through the approval of an administrative variance or by the Zoning Board of Appeals, as appropriate;
3. All common areas, including but not limited to streets and storm water systems, shall be maintained by the property manager/owner;
4. Compliance with streetscape improvements such as lighting, sidewalks, and planting strips are subject to approval of the Community Development Department.
5. The applicant shall submit architectural drawings and details to the Architectural Review Board for a regular ARB meeting prior to applying for any permits;
6. It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks;
7. The location of any and all crosswalks and traffic calming measures within the development are subject to the approval of the City Engineer;
8. Required right-of-way dedication and sidewalk dedication/or fee-in-lieu payment is subject to the approval of the City Engineer;
9. Plant material use on site in landscape strips and buffers are subject to final approval of the City's landscape review professional;
10. Location of stormwater detention is subject to the approval of the City Engineer;
11. All utilities shall be buried;
12. The development shall comply with the Architectural Review Board's conditions of approval;
13. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report;
14. The developer shall deposit \$5,000 to the HOA escrow account for the maintenance of the road.
15. The developer shall coordinate with the neighboring Church and Archaeologist to ensure no graves are on the development property.
16. The developer shall provide a survey and survey markings for the property, along with a site triangle report for the proposed driveway.
17. Before the land disturbance permit is issued, the developer should provide a tree save detail for the development.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this 5th day of June 2023.

Craig Newton, Mayor

ATTEST:

Monique Philip, City Clerk

DRAFT

Attachment: RZ2023-002 DRAFT Ordinance (23-6733 : RZ2023-002 - 510 & 520 West Peachtree Street)



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6692	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	6/5/2023 6:30 PM	In Control:	Architectural Review Board
Title:	COA2023-007/ Norcross Housing Authority and Walton Communities		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - COA2023-007/ Norcross Housing Authority and Walton Communities](#)
2. [COA2023-007 Packet](#)
3. [RZ2022-004 Signed Ordinance](#)

Title

COA2023-007/ Norcross Housing Authority and Walton Communities

Drafter

Antonio Harris

Motion

A motion to Approve/Deny Phase 2 of the Walton Crossing project, with the following recommended conditions:

- 1.The applicant shall provide a screening plan for the utilitarian equipment, such as electrical/gas meters if they are located on an exterior wall or disrupt the visual appearance of the building design subject to administrative approval.
- 2.The applicant shall conform to the elevations in terms of design, materials, and color submitted as part of this application.
- 3.The HVAC equipment shall be screened so it is not visible from the road.
- 4.All windows that contain light dividers shall provide muntins of appropriate dimension to convey depth from street view. This shall be administratively approved.
- 5.A sign permit shall be applied for separately from the building permit.

6. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with Architectural Review Board approval.

7. Any changes from the Architectural Review Board approved component shall follow established procedures and may require additional public hearings.

8. A final Architectural Review Board inspection shall occur prior to release of the certificate of occupancy to confirm compliance with the above conditions.



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

Agenda Report

To: Mayor and Council

From: Tracy Rye, AICP
Assistant City Manager/Community Development & Planning Director

Meeting Date: June 5, 2023 - Mayor and Council

Item No.: 23-6692

Title: COA2023-007/ Norcross Housing Authority and Walton Communities

CC: Eric Johnson, City Manager

Recommendation

Mayor and Council rezoned this property in the spring of 2022 for the purposes of advancing the Norcross Housing Authority and Walton Community's repositioning of this functionally obsolete property. Conditions 18 and 19 of the ordinance associated with the rezoning require that final architectural and landscape approvals for building 3 of Phase 2 be made by Mayor and Council after the Architectural Review Board reviewed and recommended approval. The Architectural Review Board has reviewed the project in its entirety and have made specific recommendations for both Phases 1 and 2. The following are recommended conditions of approval for Phase 2, which are fully supported by Community Development and Planning:

1. The applicant shall provide a screening plan for the utilitarian equipment, such as electrical/gas meters if they are located on an exterior wall or disrupt the visual appearance of the building design subject to administrative approval.
2. The applicant shall conform to the elevations in terms of design, materials, and color submitted as part of this application.
3. The HVAC equipment shall be screened so it is not visible from the road.
4. All windows that contain light dividers shall provide muntins of appropriate dimension to convey depth from street view. This shall be administratively approved.
5. A sign permit shall be applied for separately from the building permit
6. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with

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

any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval.

7. Any changes from the Architectural Review Board approved component shall follow established procedures and may require additional public hearings.
8. A final Architectural Review Board inspection shall occur prior to release of the certificate of occupancy to confirm compliance with the above conditions.

Background

Walton Crossing Norcross 2, L.P. ("Walton Crossing") is the second phase of development of the former Garner Street housing campus. The project will be developed and built by Walton Communities in partnership with the Housing Authority of the City of Norcross, Georgia. The entire site is comprised of approximately 5.86 acres. Phase 2 consists of approximately 1.84 acres and is planned for approximately 76 senior affordable homes (55 and up). The development will be marketed under the name of Legacy at Walton Crossing and will have a mix of one- and two- bedroom apartment homes serving residents across income levels but with especially those with income around 60% of Area Median Income. The project will replace former Public Housing units.

Anticipated amenities for Legacy at Walton Crossing include an outdoor covered gathering space, community garden, community clubroom, arts and crafts room, and a common laundry facility. Interior features will include spacious kitchens with large islands, walk-in closets, decorative lighting and a mix of hard surface and carpet flooring. The planned improvements will include attractive materials such as brick, Hardi plank siding/panels, decorative aluminum, or metal railing, and standing seam metal roofs or awnings at various locations.

It should be noted that Phase 1 of this project has been awarded LIHTC from the Georgia Department of Community Affairs and that Phase 2 will be submitted for LIHTC funding consideration this spring as well.

Financial Impact

The direct financial impact of this project has yet to be quantified, but replacing an aging housing stock that is becoming functionally obsolete will continue a positive trend of development in the area and for the city in general for multi-generational citizens at a variety of income levels

Consistent with Comprehensive Plan?

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

- Policy 1-1: "Accommodate the housing needs of a diverse population by supporting the development of a variety of residential types and densities based on land use patterns."
- Policy 5-2 "Support the construction of work force housing to help ensure that all those who work in the community have a viable option to live in the community without spending more than a third of their net income on housing costs"

The Summerour Character Area contains three points that support the area's vision of which the following applies:

- A variety of residential housing options are allowed, as part of a planned residential

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

development

Next Steps

Mayor and Council Voting Meeting Monday, June 5, 2023

Attachments

COA2023-007 ARB Packet

RZ2022-004 Rezoning Ordinance



Meeting Date: 4/18/2023 at 6:00 PM

Petition Number: COA2023-007

Project Type:

New multi-family apartment building

Property Location:

19 Garner Street NW

Tax Parcel ID:

6242 066

Petitioner:

Housing Authority of the City of Norcross/
Walton Communities

Petitioner's Request:

Construction of a new apartment complex

Vicinity Map:



City of Norcross Architectural Review Board Meeting for April 18, 2023 at 6:00 PM

PROPERTY INFORMATION	
Property Location	19 Garner Street
Acreage:	Approximately 5.8 acres
Existing Zoning / Land Use	PRD / Residential Multi-family
Character Area	9 – Summerour
Existing Lot Dimensions:	Frontage: Approximately 400' on Mitchell Road Depth: Approximately 700'
Existing Building Dimensions:	Varies per unit (see survey provided by applicant)
Topography:	High Point: Northeast corner Low Point: Southwest corner
Elevation:	High Point: 1010 feet Low Point: 968 feet
Encumbrances:	N/A

Zoning Map

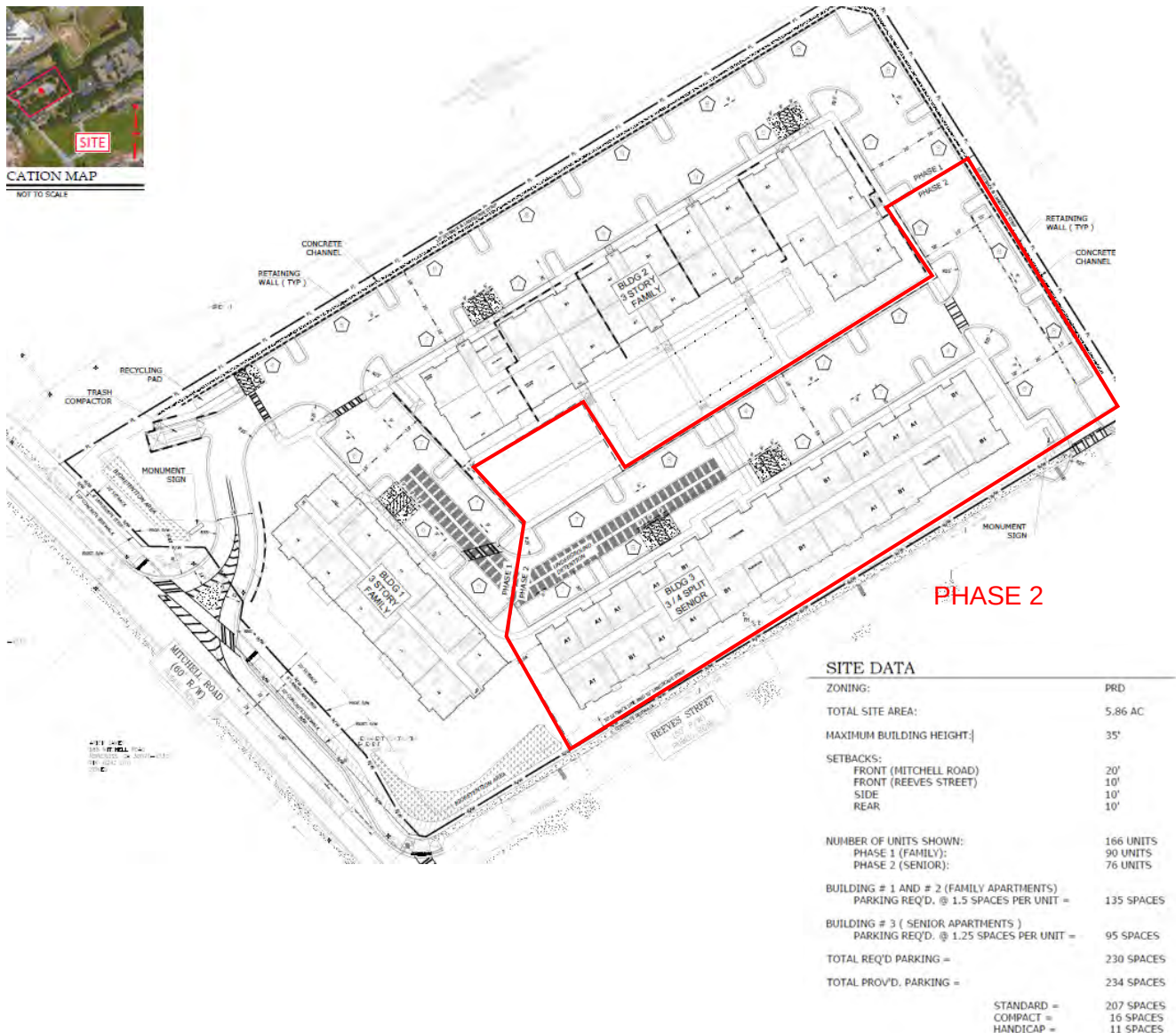


Project Description

The applicant, The Housing Authority of the City of Norcross, seeks to demolish the existing 15 structures that total 44 residences to build, three mixed-income multi-family apartment buildings totaling 166 units. This application is for the construction of one apartment building in the second phase of the two-phased development located on the 5.86-acre site. Phase 2 will consist of one split level 4-story building with 76 family affordable homes with a mix of one- and two-bedroom apartment homes.

This project is part of the overall repositions of assets for the Norcross Housing Authority (NHA) with their redevelopment partner, Walton Homes. In 2022, the NHA and Walton Homes were awarded Low-Income Housing Tax Credit (LIHTC) Funds through the Georgia Department of Community Affairs.

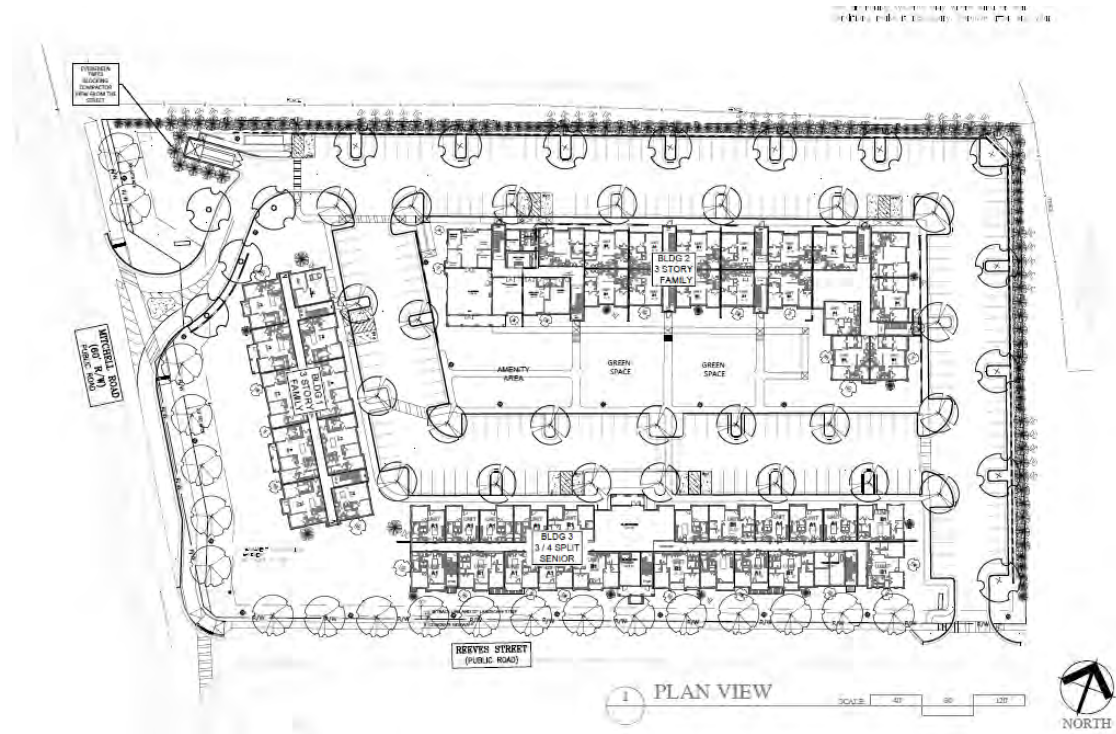
Site Plan



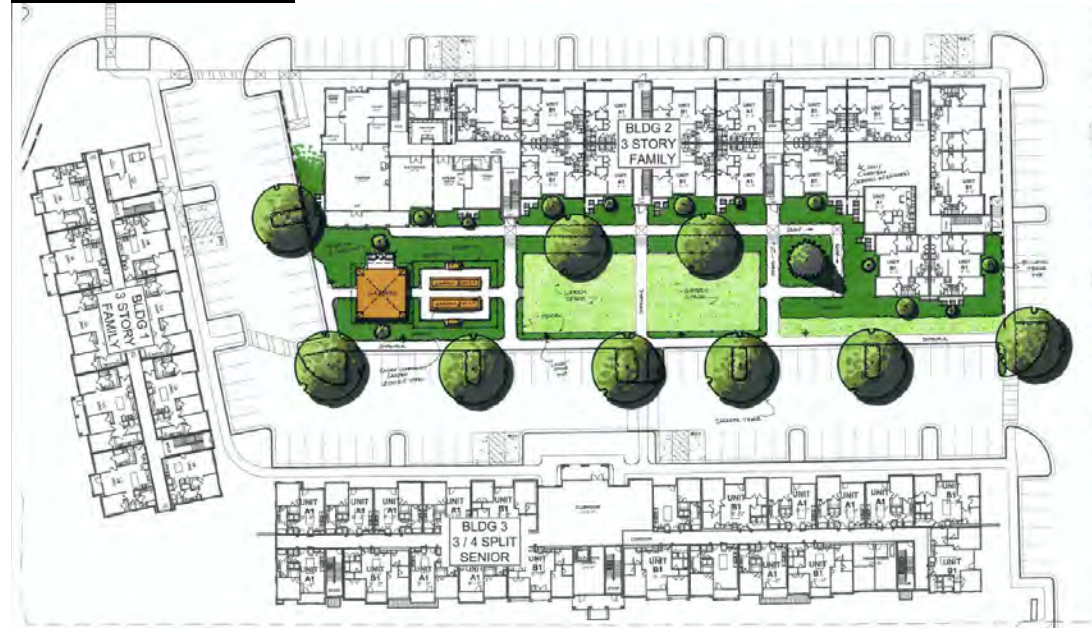
City of Norcross Architectural Review Board Meeting for April 18, 2023 at 6:00 PM

Landscape Plan

The applicant will be required to comply with the landscape requirements and tree density specified in the UDO, which will be formally reviewed during the Land Disturbance Permit review process. The site appears to have enough trees and shrubs along the street frontage, amenity area, and within the parking lot.



Amenity Space Area



Applicable Design Standards:

- 3.5.1.6 Multi-family residential and commercial buildings must be designed to provide façade articulation, including the use of façade projections (12" minimum), changes in siding texture or material, use of detail such as trim and brackets, or the addition of windows, porches or balconies.
- 3.9.1.7 Lighting that is adjacent to building entrances and windows in multi-family residential buildings must be small in scale or screened to prevent glare in neighboring units.
- 3.5.1.8 When building materials are applied to the exterior of a building they should be detailed to provide proper drainage so that water does not accumulate on flat areas or decorative crevices. Excessive moisture can cause mortar joint deterioration, metal corrosion and wood deterioration.
- 3.5.1.13 Neutral traditional building color palettes are encouraged. Colors should blend with neighboring buildings.
- 3.5.1.28 Architectural features must promote architectural interest.
- 3.5.1.29 Architectural features on new construction must have balance and not create a cluttered appearance.
- 3.5.1.34 Approved primary building materials include brick, tile masonry and stone. Primary building materials considered on a case-by-case basis include concrete that is textured or scored, split-faced block, stucco (including stucco with a smooth Cementous finish and synthetic stucco), and Hardi-Plank equivalent for siding.

Elevation Facing Reeves Street

New:



Old:



01 BUILDING 3 ELEVATION - REEVES STREET
1/16" = 1'-0"

The front elevation facing Reeves Street consist of 4 stories with a variety of materials, roof lines, balconies and porches adding architectural interest to the façade. Building materials include Hardi Panels in Agreeable Gray and Westchester Gray, Brick Veneer, horizontal lap siding, and Board and Batten. Every balcony has hardi panel columns or brick columns with Vinyl Railing. Windows are 6 over 1 and 3 fixed windows. The majority of gables have vents and will have either vertical board and batten or horizontal lap siding. Changes are highlighted in red.

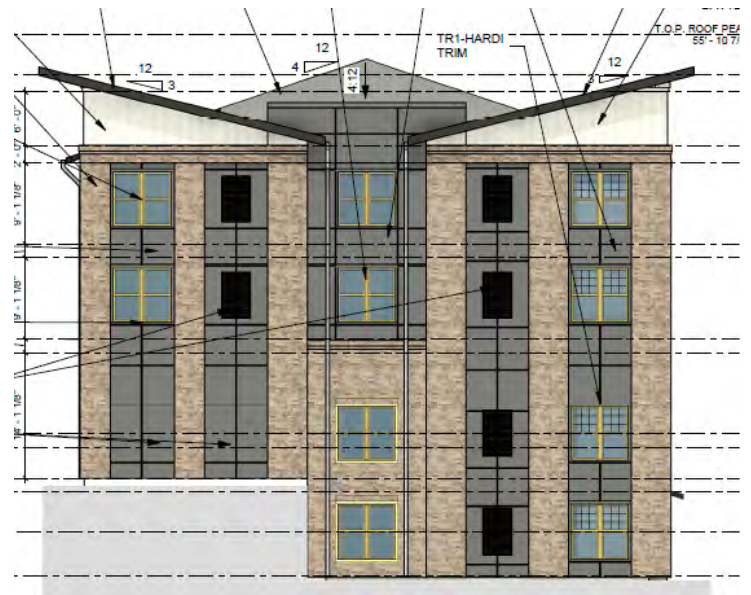
Attachment: COA2023-007 Packet (23-6692 : COA2023-007/ Norcross Housing Authority and Walton Communities)

Elevation Facing Mitchell Road

NEW:



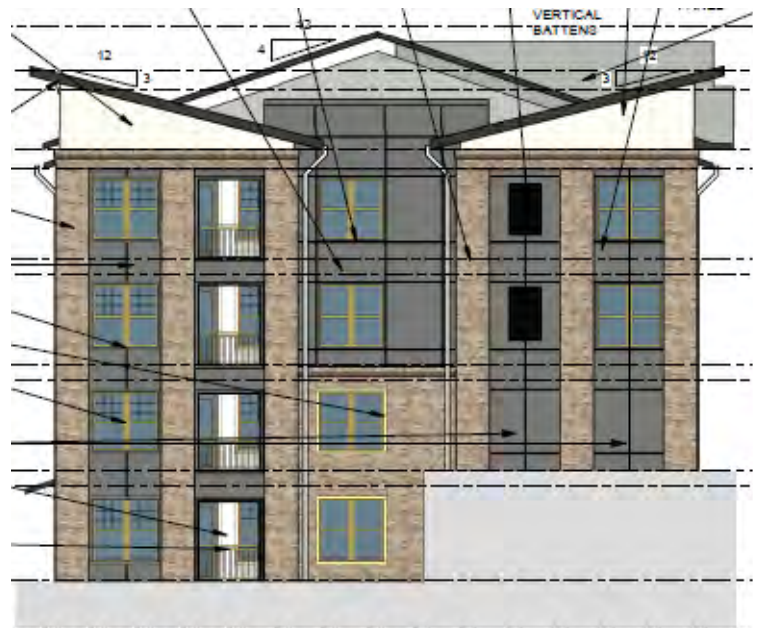
OLD:

**Elevation Facing Entry Side**

NEW:



OLD:



Changes to both sides include replacing masonry brick on the 4th and 3rd floor for board and batten to match the elevations facing Reeves Street.

City of Norcross Architectural Review Board Meeting for April 18, 2023 at 6:00 PM

Elevation Facing Parking

New: Changes consist of replacing masonry brick for board and batten or vice versa as shown:



OLD:



NEW CLOSER VIEW:



ELEVATIONS MATERIAL LEGEND	
B1-BRICK VENEER	CHEROKEE BRICK SHELMANS BLUFF WITH COOSA ANTIQUE BUFF MORTAR
HP1-HARDI PANEL	JAMES HARDIE OR EQUAL- CEMENTITIOUS PANEL SHERWIN WILLIAMS SW-2849 WESTCHESTER GRAY
HP2-HARDI PANEL	JAMES HARDIE OR EQUAL- CEMENTITIOUS PANEL SHERWIN WILLIAMS SW-7029 AGREEABLE GRAY
HP3-HARDI PANEL	JAMES HARDIE OR EQUAL- CEMENTITIOUS PANEL SHERWIN WILLIAMS WITH VERTICAL BATTENS SW-2849 WESTCHESTER GRAY
HS1-HARDI SIDING	JAMES HARDIE OR EQUAL- CEMENTITIOUS SIDING SHERWIN WILLIAMS SW-2849 WESTCHESTER GRAY
HS2-HARDI SIDING	JAMES HARDIE OR EQUAL- CEMENTITIOUS SIDING SHERWIN WILLIAMS SW-7029 AGREEABLE GRAY
TR1-HARDI TRIM	JAMES HARDIE OR EQUAL- CEMENTITIOUS TRIM SHERWIN WILLIAMS SW-2849 WESTCHESTER GRAY
TR2-HARDI TRIM	JAMES HARDIE OR EQUAL- CEMENTITIOUS TRIM SHERWIN WILLIAMS SW-7029 AGREEABLE GRAY
TR3-HARDI TRIM	JAMES HARDIE OR EQUAL- CEMENTITIOUS TRIM SHERWIN WILLIAMS SW-7048 URBANE BRONZE
TR4-HARDI TRIM	JAMES HARDIE OR EQUAL- CEMENTITIOUS TRIM SHERWIN WILLIAMS SW-9027 PALE MOSS
R1-COMPOSITION ROOF	TAMKO OR EQUAL COMPOSTION ROOF WEATHERED WOOD
M1-METAL ROOF	McELORY METAL OR EQUAL STANDING SEAM METAL ROOF MERIDIAN-DARK BRONZE
TPO-TPO ROOF	GAF OR EQUAL TPO ROOF MEMBRANE WHITE
ST1-STOREFRONT WINDOWS	YKK AP OR EQUAL STOREFRONT WINDOWS DARK BRONZE
V1-VINYL WINDOWS	YKK AP OR EQUAL VINYL WINDOWS TAN
V2-VINYL RAILING	AFCO OR EQUAL VINYL RAILING CLAY
G1-ALUMINUM GUTTER	SENOX OR EQUAL PAINTED ALUMINUM GUTTERS ALMOND
P1-PAINTED	EXTERIOR DOORS AND METAL GATES AND LOUVERES PAINTED SHERWIN WILLIAMS SW-7048 URBANE BRONZE

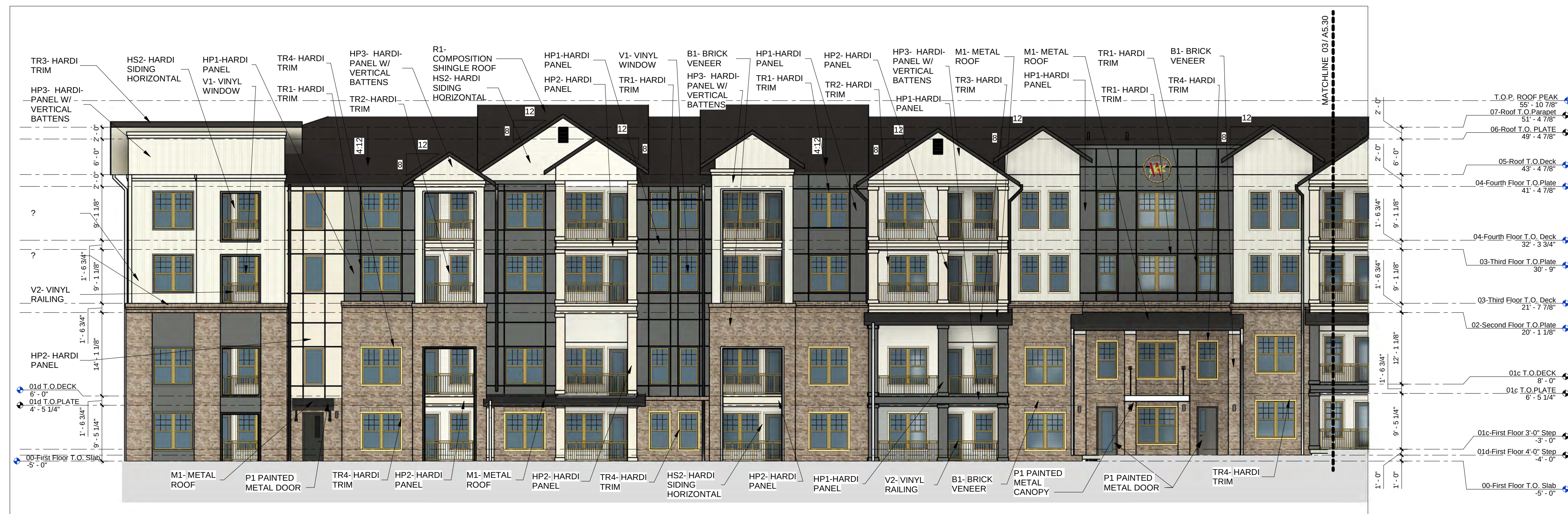
Recommendations

Staff recommends the approval of the submitted application subject to the following conditions:

- 1) The applicant shall provide a screening plan for the utilitarian equipment, such as electrical/gas meters if they are located on an exterior wall or disrupt the visual appearance of the building design subject to administrative approval.
- 2) A 10" band board shall be installed in between floors where the horizontal lap siding is located.
- 3) The applicant shall conform to the elevations in terms of design, materials, and color submitted as part of this application.
- 4) A sign permit shall be applied for separately from the building permit.
- 5) The HVAC equipment shall be screened so it is not visible from the road.
- 6) All windows that contain light dividers shall provide muntins of appropriate dimension to convey depth from street view.
- 7) The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval.
- 8) Any changes from the Architectural Review Board approved component shall follow established procedures and may require additional public hearings.
- 9) A final Architectural Review Board inspection shall occur prior to release of the certificate of occupancy to confirm compliance with the above conditions.



01 BUILDING 3 ELEVATION - REEVES STREET
1/16" = 1'-0"



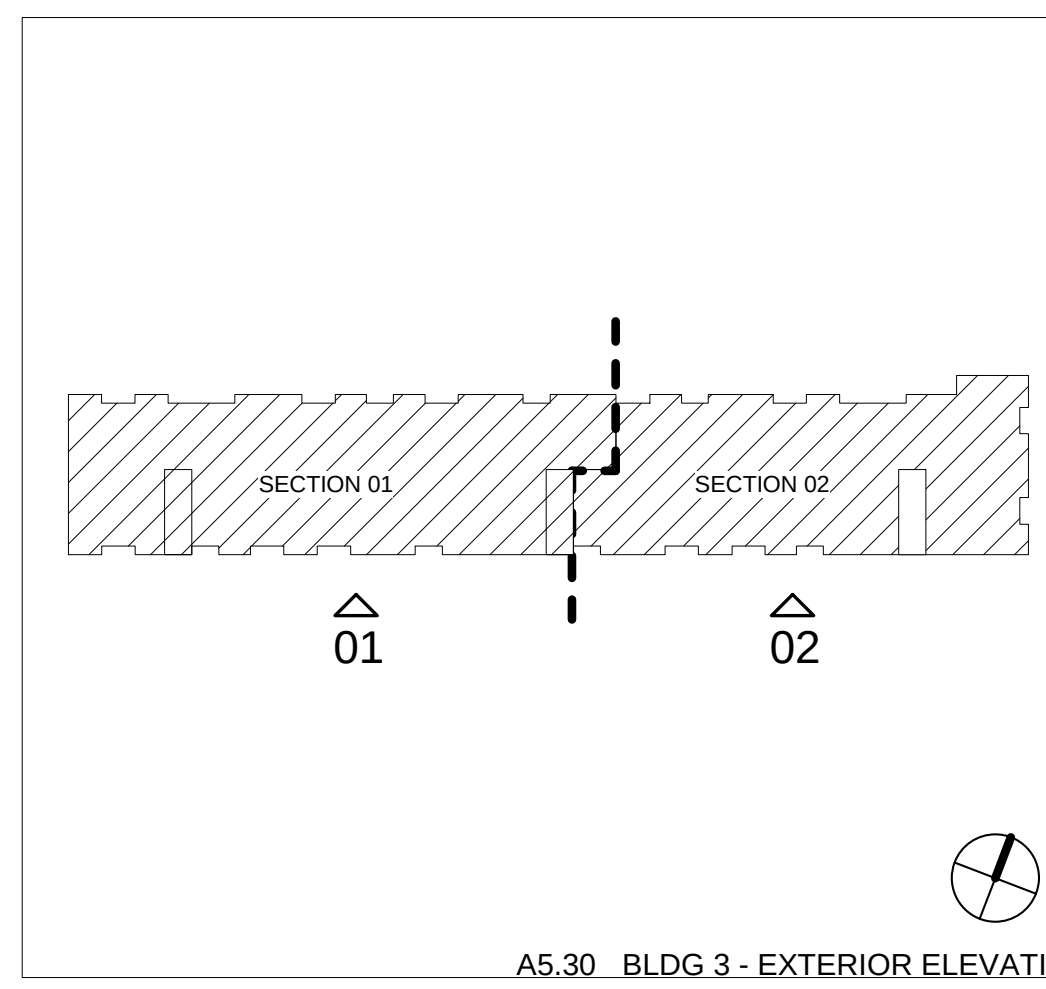
02 BUILDING 3 ELEVATION - REEVES ST. SECTION 01
3/32" = 1'-0"



03 BUILDING 3 ELEVATION - REEVES ST. SECTION 02
3/32" = 1'-0"

ELEVATIONS MATERIAL LEGEND

B1-BRICK VENEER	CHEROKEE BRICK SHELMANS BLUFF WITH COOSA ANTIQUE BUFF MORTAR
HP1-HARDI PANEL	JAMES HARDIE OR EQUAL- CEMENTITIOUS PANEL SHERWIN WILLIAMS SW-2849 WESTCHESTER GRAY
HP2-HARDI PANEL	JAMES HARDIE OR EQUAL- CEMENTITIOUS PANEL SHERWIN WILLIAMS SW-7029 AGREEABLE GRAY
HP3-HARDI PANEL	JAMES HARDIE OR EQUAL- CEMENTITIOUS PANEL SHERWIN WILLIAMS WITH VERTICAL BATTENS SW-2849 WESTCHESTER GRAY
HS1-HARDI SIDING	JAMES HARDIE OR EQUAL- CEMENTITIOUS SIDING SHERWIN WILLIAMS SW-2849 WESTCHESTER GRAY
HS2-HARDI SIDING	JAMES HARDIE OR EQUAL- CEMENTITIOUS SIDING SHERWIN WILLIAMS SW-7029 AGREEABLE GRAY
TR1-HARDI TRIM	JAMES HARDIE OR EQUAL- CEMENTITIOUS TRIM SHERWIN WILLIAMS SW-2849 WESTCHESTER GRAY
TR2-HARDI TRIM	JAMES HARDIE OR EQUAL- CEMENTITIOUS TRIM SHERWIN WILLIAMS SW-7029 AGREEABLE GRAY
TR3-HARDI TRIM	JAMES HARDIE OR EQUAL- CEMENTITIOUS TRIM SHERWIN WILLIAMS SW-7048 URBANE BRONZE
TR4-HARDI TRIM	JAMES HARDIE OR EQUAL- CEMENTITIOUS TRIM SHERWIN WILLIAMS SW-9027 PALE MOSS
R1-COMPOSITION ROOF	TAMKO OR EQUAL COMPOSITION ROOF WEATHERED WOOD
M1-METAL ROOF	MCOLORY METAL OR EQUAL STANDING SEAM METAL ROOF MERIDIAN-DARK BRONZE
TPO-TPO ROOF	GAF OR EQUAL TPO ROOF MEMBRANE WHITE
ST1-STOREFRONT WINDOWS	YKK AP OR EQUAL STOREFRONT WINDOWS DARK BRONZE
V1-VINYL WINDOWS	YKK AP OR EQUAL VINYL WINDOWS TAN
V2-VINYL RAILING	AFCO OR EQUAL VINYL RAILING CLAY
G1-ALUMINUM GUTTER	SENOX OR EQUAL PAINTED ALUMINUM GUTTERS ALMOND
P1-PAINTED	EXTERIOR DOORS AND METAL GATES AND LOUVERES PAINTED SHERWIN WILLIAMS SW-7048 URBANE BRONZE



WALTON CROSSING NORCROSS 2

19 Garner Street, Norcross, Georgia 30071

Architecture
Planning
Project Management

ARRIVE
ARCHITECTURE GROUP

2344 Highway 121 - Suite 100 - Bedford, Texas 76021 - www.ArriveAG.com
Ph: 817.514.0584 - Fx: 817.514.0694

SEAL

REVISION

DRAWN BY: AAG
CHECKED BY: JMT

ISSUED FOR: ARB SUBMITTAL

SUBMITTAL DATE: 02/20/2023
SHEET NO: A5.30

SCALE: As indicated



01 BUILDING 3 ELEVATION - PARKING
1/16" = 1'-0"



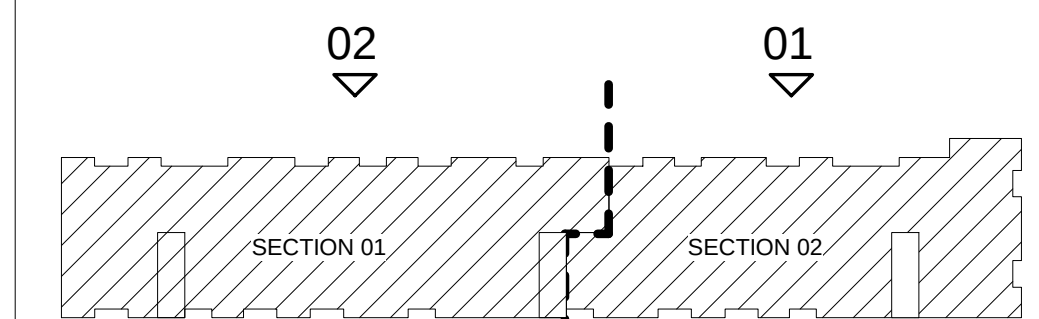
02 BUILDING 3 ELEVATION - PARKING SECTION 02
3/32" = 1'-0"



03 BUILDING 3 ELEVATION - PARKING SECTION 01
3/32" = 1'-0"

ELEVATIONS MATERIAL LEGEND

B1-BRICK VENEER	CHEROKEE BRICK SHELMANS BLUFF WITH COOSA ANTIQUE BUFF MORTAR
HP1-HARDI PANEL	JAMES HARDIE OR EQUAL- CEMENTITIOUS PANEL SHERWIN WILLIAMS SW-2849 WESTCHESTER GRAY
HP2-HARDI PANEL	JAMES HARDIE OR EQUAL- CEMENTITIOUS PANEL SHERWIN WILLIAMS SW-7029 AGREEABLE GRAY
HP3-HARDI PANEL	JAMES HARDIE OR EQUAL- CEMENTITIOUS PANEL SHERWIN WILLIAMS WITH VERTICAL BATTENS SW-2849 WESTCHESTER GRAY
HS1-HARDI SIDING	JAMES HARDIE OR EQUAL- CEMENTITIOUS SIDING SHERWIN WILLIAMS SW-2849 WESTCHESTER GRAY
HS2-HARDI SIDING	JAMES HARDIE OR EQUAL- CEMENTITIOUS SIDING SHERWIN WILLIAMS SW-7029 AGREEABLE GRAY
TR1-HARDI TRIM	JAMES HARDIE OR EQUAL- CEMENTITIOUS TRIM SHERWIN WILLIAMS SW-2849 WESTCHESTER GRAY
TR2-HARDI TRIM	JAMES HARDIE OR EQUAL- CEMENTITIOUS TRIM SHERWIN WILLIAMS SW-7029 AGREEABLE GRAY
TR3-HARDI TRIM	JAMES HARDIE OR EQUAL- CEMENTITIOUS TRIM SHERWIN WILLIAMS SW-7048 URBANE BRONZE
TR4-HARDI TRIM	JAMES HARDIE OR EQUAL- CEMENTITIOUS TRIM SHERWIN WILLIAMS SW-9027 PALE MOSS
R1-COMPOSITION ROOF	TAMKO OR EQUAL COMPOSITION ROOF WEATHERED WOOD
M1-METAL ROOF	MCLEORY METAL OR EQUAL STANDING SEAM METAL ROOF MERIDIAN-DARK BRONZE
TPO-TPO ROOF	GAF OR EQUAL TPO ROOF MEMBRANE WHITE
ST1-STOREFRONT WINDOWS	YKK AP OR EQUAL STOREFRONT WINDOWS DARK BRONZE
V1-VINYL WINDOWS	YKK AP OR EQUAL VINYL WINDOWS TAN
V2-VINYL RAILING	AFCO OR EQUAL VINYL RAILING CLAY
G1-ALUMINUM GUTTER	SENOX OR EQUAL PAINTED ALUMINUM GUTTERS ALMOND
P1-PAINTED	EXTERIOR DOORS AND METAL GATES AND LOUVERES PAINTED SHERWIN WILLIAMS SW-7048 URBANE BRONZE



A5.31 BLDG 3 - EXTERIOR ELEVATION

WALTON CROSSING NORCROSS 2

19 Garner Street, Norcross, Georgia 30071

Architecture
Planning
Project Management

ARRIVE
ARCHITECTURE GROUP

2344 Highway 121 - Suite 100 - Bedford, Texas 76021 - www.ArriveAG.com
PH: 817.514.0584 - FX: 817.514.0694

SEAL

REVISION

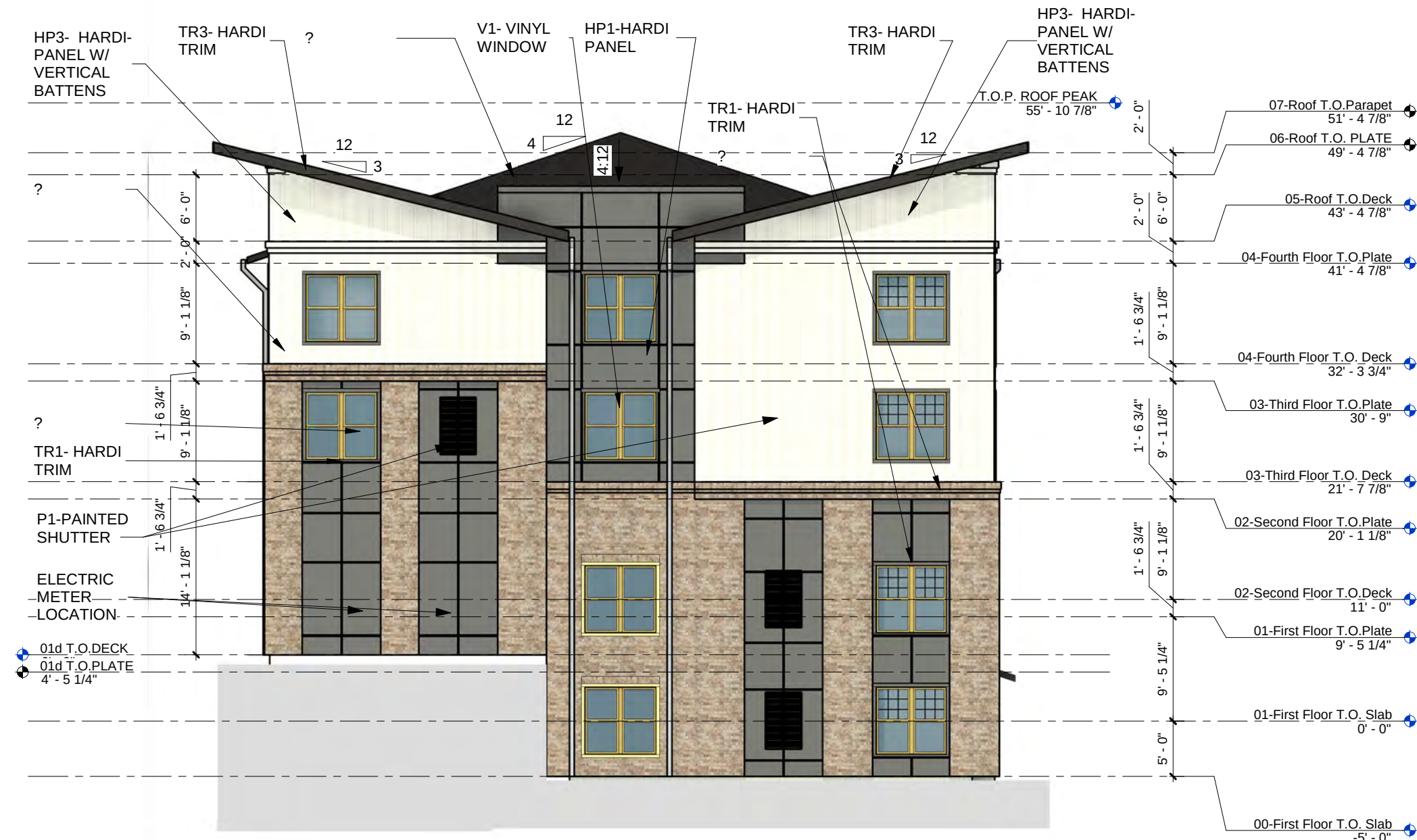
DRAWN BY: AAG
ISSUED FOR: ARB SUBMITTAL
SUBMITTAL DATE: 02/20/2023
SCALE: As indicated

CHECKED BY: JMT
SHEET NO: A5.31

4/20/2023 1:08:15 PM



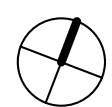
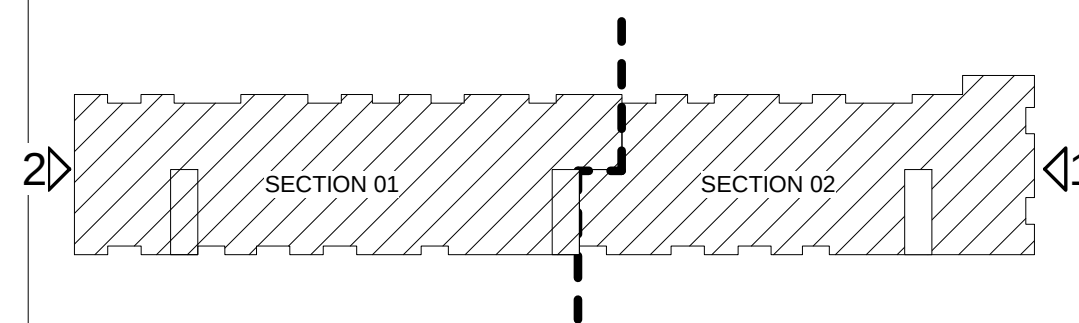
01 BUILDING 3 ELEVATION - ENTRY SIDE
3/32" = 1'-0"



02 BUILDING 3 ELEVATION - MITCHELL RD.
3/32" = 1'-0"

ELEVATIONS MATERIAL LEGEND

B1-BRICK VENEER	CHEROKEE BRICK SHELMANS BLUFF WITH COOSA ANTIQUE BUFF MORTAR
HP1-HARDI PANEL	JAMES HARDIE OR EQUAL- CEMENTITIOUS PANEL SHERWIN WILLIAMS SW-2849 WESTCHESTER GRAY
HP2-HARDI PANEL	JAMES HARDIE OR EQUAL- CEMENTITIOUS PANEL SHERWIN WILLIAMS SW-7029 AGREEABLE GRAY
HP3-HARDI PANEL	JAMES HARDIE OR EQUAL- CEMENTITIOUS PANEL SHERWIN WILLIAMS WITH VERTICAL BATTENS SW-2849 WESTCHESTER GRAY
HS1-HARDI SIDING	JAMES HARDIE OR EQUAL- CEMENTITIOUS SIDING SHERWIN WILLIAMS SW-2849 WESTCHESTER GRAY
HS2-HARDI SIDING	JAMES HARDIE OR EQUAL- CEMENTITIOUS SIDING SHERWIN WILLIAMS SW-7029 AGREEABLE GRAY
TR1-HARDI TRIM	JAMES HARDIE OR EQUAL- CEMENTITIOUS TRIM SHERWIN WILLIAMS SW-2849 WESTCHESTER GRAY
TR2-HARDI TRIM	JAMES HARDIE OR EQUAL- CEMENTITIOUS TRIM SHERWIN WILLIAMS SW-7029 AGREEABLE GRAY
TR3-HARDI TRIM	JAMES HARDIE OR EQUAL- CEMENTITIOUS TRIM SHERWIN WILLIAMS SW-7048 URBANE BRONZE
TR4-HARDI TRIM	JAMES HARDIE OR EQUAL- CEMENTITIOUS TRIM SHERWIN WILLIAMS SW-9027 PALE MOSS
R1-COMPOSITION ROOF	TAMKO OR EQUAL COMPOSITION ROOF WEATHERED WOOD
M1-METAL ROOF	MCOLORY METAL OR EQUAL STANDING SEAM METAL ROOF MERIDIAN-DARK BRONZE
TPO-TPO ROOF	GAF OR EQUAL TPO ROOF MEMBRANE WHITE
ST1-STOREFRONT WINDOWS	YKK AP OR EQUAL STOREFRONT WINDOWS DARK BRONZE
V1-VINYL WINDOWS	YKK AP OR EQUAL VINYL WINDOWS TAN
V2-VINYL RAILING	AFCO OR EQUAL VINYL RAILING CLAY
G1-ALUMINUM GUTTER	SENOX OR EQUAL PAINTED ALUMINUM GUTTERS ALMOND
P1-PAINTED	EXTERIOR DOORS AND METAL GATES AND LOUVERES PAINTED SHERWIN WILLIAMS SW-7048 URBANE BRONZE



A5.32 BLDG 3 - EXTERIOR ELEVATION

WALTON CROSSING NORCROSS 2

19 Garner Street, Norcross, Georgia 30071

ARRIVE
ARCHITECTURE GROUP
Architecture
Planning
Project Management
2344 Highway 121 - Suite 100 - Bedford, Texas 76021 - www.ArriveAG.com
Ph: 817.514.0584 - Fx: 817.514.0694

SEAL

REVISION	
DRAWN BY: AAG	CHECKED BY: JMT
ISSUED FOR: ARB SUBMITTAL	
SUBMITTAL DATE: 02/20/2023	SHEET NO. A5.32
SCALE: As indicated	

Ordinance 22-6428 (RZ2022-004)

An 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:

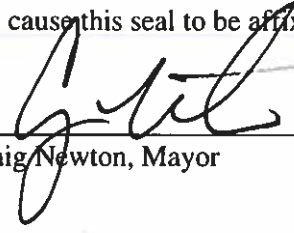
A rezoning from PRD to PRD with conditions is granted for the parcel at 19 Garner Street NW, more fully described as parcel identification number 6242 066, and subject to all regulations and ordinances as adopted by the City of Norcross, and subject to the following conditions:

1. The PRD zoning designation shall be restricted to a multi-family apartment up to 180 units;
2. The applicant shall submit architectural drawings and details to the Architectural Review Board for a regular ARB meeting prior to applying for any permits;
3. The property shall be developed in general conformance with the site plan dated receipt 2/16/22 and shall include a 20-foot setback along Mitchel Road and 10-foot setback along Reeves Street and 10-foot setback along the interior property lines. Access to and improvements along Mitchell Road is limited to one point of access and subject to the review and approval of Gwinnett County and access to Reeves Street is limited to one point of access subject to the review and approval of the Norcross City Engineer;
4. A 10-foot landscape strip shall be provided within the 10-foot setback along the interior property lines and in accordance with the concept Tree Recompense Plan dated February 2, 2014, included in the Rezoning Application.
5. A traffic study shall be provided if building 150 or more units on the site and shall follow the Norcross UDO criteria for traffic studies during the permitting process;
6. If Garner Street is determined to be a public road, the formal City process of sale and abandonment will need to occur prior to applying for any permits.
7. The applicant shall provide a minimum of 1.5 parking spaces per unit in phase 1 and a minimum ratio of 1.25 spaces per unit in phase 2
8. A 2' landscape strip, a 10' sidewalk and an additional 8' landscape strip with streetlights shall be installed along Mitchell Road in conformance the Beaver Ruin Creek Greenway Plan.
9. A 2-foot sidewalk landscape strip, 5-foot sidewalk and 10-foot landscape strip with streetlights shall be installed along Reeves street, except where parallel parking is provided, in conformance with Section 205-4.f. of the UDO and subject to the approval of the Norcross City Engineer.
10. All common areas, including but not limited to streets and storm water systems, shall be maintained by the property manager/owner
11. It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may

require modifications to the site for oversized vehicles such as fire and garbage trucks;

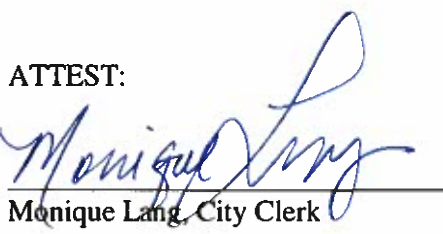
12. The location of any and all crosswalks and traffic calming measures within the development are subject to the approval of the City Engineer;
13. Plant material use on site in landscape strips and buffers are subject to final approval of the City's landscape review professional;
14. Location of underground stormwater detention is subject to the approval of the City Engineer as feasible;
15. All utilities shall be buried;
16. The development shall comply with the Architectural Review Board's conditions of approval;
17. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report;
18. Building 3, as part of phase 2, final approval is subject to the approval of Mayor and Council after review and recommendation of the Architectural Review Board;
19. The landscape plan for Building 3, as part of phase 2, is subject to approval of Mayor and Council after review and recommendation of the Architectural Review Board and City Arborist;
20. The recycling and dumpster screening for the site shall be enhanced with either landscaping or other solid screening.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this 4th day of April 2022.



Craig Newton, Mayor

ATTEST:



Monique Lang, City Clerk



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6739	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	6/5/2023 6:30 PM	In Control:	Policy Work Session
Title:	Urban Redevelopment Authority Amendment		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - UR Plan Amendments](#)
2. [Resolution for the Amendment of the Urban Redevelopment Plan](#)
3. [The Adopted Urban Redevelopment Plan](#)

Title
Urban Redevelopment Authority Amendment

Drafter
William Corbin

Motion
A motion to Approve/Deny the adoption of the attached resolution to approve amendments to the Urban Redevelopment Plan, providing for the redevelopment of the former library site, to expand public infrastructure and buildings, and to describe the desire to expand public-safety investments.



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

Agenda Report

To: Mayor and Council

From: William Corbin, Economic Development Director

Meeting Date: June 5, 2023 – Mayor and Council

Item No.: 23-6739

Title: Amendments to the City's Urban Redevelopment Plan

CC: Eric Johnson, City Manager

Recommendation

The recommendation from staff is to adopt the resolution attached to the agenda and to approve amendments to the Urban Redevelopment Plan, so as to provide for the redevelopment of the former library site, to expand public infrastructure and buildings, and to describe the desire to expand public-safety investments.

Background

The City's existing Urban Redevelopment Plan (the "UR Plan") was developed to primarily facilitate the expansion of federal and state opportunity zones. Additional opportunities for urban redevelopment within the City, however, exist—particularly in expanding public infrastructure and services on the Buford Highway corridor. One particular opportunity exists in the redevelopment of the former library site (6025 Buford Highway). The site has been identified as one particularly suitable for the development of a public-safety building, housing the City's police department, municipal court, and other public safety branches.

In order for the City's Urban Redevelopment Authority (the "URA") assist in the expansion of these services and the redevelopment of the area, the URA should be guided by an implementation strategy provided in the UR Plan. The amendments proposed in the attached resolution suggest changes and implementation directives to help guide the URA in the redevelopment of the former library site and the anchoring of future redevelopment along the Buford Highway Corridor.

The proposed changes in the UR Plan recognize that the Buford Highway/Jimmy Carter Activity Center—delineated and defined in the Comprehensive Plan—is in need of public investment to

help facilitate modern commercial development, particularly with an emphasis on attracting employment centers, diversifying the employment and professional opportunities in the area, and improving a sense of place. As an implementation strategy, the proposed amendments encourage the redevelopment of the former library site, emphasizing using the site for the construction of a public-safety building.

Financial Impact

The amendment proposed has no financial impact. Utilizing the URA for the former library site's redevelopment will reduce expenses associated with financing and development costs. These costs have been projected and budgeted at various public meetings. This amendment does not, however, commit the City to any financial obligation.

Consistent with Comprehensive Plan?

Yes. The proposed changes are consistent with Goal 1 (defining Norcross's Sense of Place); Goal 2 (strengthening Norcross as a livable, inclusive, and safe environment); Goal 4 (maintaining a vibrant economy and continue to facilitate job growth); and Goal 5 (furthering the City's tradition of strong leadership and high level of quality services).

Next Steps

A public hearing on the amendments should be held. After the public hearing is closed, a motion should be made to approve the amendments, revise the amendments as the maker sees fit, or to deny amendments.

This amendment allows the City's staff to continue pursuing exploring options for financing of the public safety building, but it does not commit the City to any financial or other obligation.

Attachments

1. Resolution to Amend the Urban Redevelopment Plan
2. The Adopted Urban Redevelopment Plan

Update

Resolution 2023-_____

A RESOLUTION TO AMEND THE URBAN REDEVELOPMENT PLAN SO AS TO PROVIDE FOR THE EXPANSION OF PUBLIC SAFETY EFFORTS AND TO FACILITATE THE COMMERCIAL REDEVELOPMENT OF THE BUFORD HIGHWAY CORRIDOR WITHIN THE BUFORD HIGHWAY/JIMMY CARTER BOULEVARD ACTIVITY CENTER, TO MAKE CERTAIN FINDINGS OF FACT, TO REPEAL CONTRADICTIONARY PROVISIONS AND TO PROVIDE AN EFFECTIVE DATE.

Having considered the economic needs and the current condition of the existing development needs within the City's current urban redevelopment plan and having concluded a public hearing as required by O.C.G.A. § 36-61-7, the Council for the City of Norcross hereby finds, resolves, and amends the Urban Redevelopment Agency Plan as provided in O.C.G.A. § 36-61-7

WHEREAS, the City of Norcross adopted a certain Urban Redevelopment Plan of 2020 (the "UR Plan") which provided, among other items, a plan for the redevelopment of certain defined areas of the City of Norcross;

WHEREAS the City of Norcross defined in the UR Plan the Buford Highway/Jimmy Carter Boulevard Activity Center (the "BH/JC Activity Center"), adopting and incorporating the character area as delineated in the 2040 Comprehensive Plan;

WHEREAS the UR Plan described the existing condition of the BH/JC Activity Center and that certain characteristics of blight are present in the activity center, including but not limited to that there exists economic underutilization of developable land, structural age and deterioration, inefficient and obsolete commercial design and layout, and underachievement as an employment center;

WHEREAS the City of Norcross finds that such conditions and underinvestment are not desirable and that such conditions should be the targeted for future investment and development so as to equitably provide for the remediation of these conditions and underinvestment;

WHEREAS the UR Plan provides for certain strategies for redevelopment in the section titled Structures to be demolished and Rehabilitated, which identifies that "[t]here are no structures anticipated to be demolished";

WHEREAS the UR Plan provides for certain other strategies for needed public infrastructure, which only identifies that certain public utility-services are available;

WHEREAS there exists within the City of Norcross the desire to anchor and seed real estate development and to expand the strategies for redevelopment to provide for the development of public buildings and infrastructure;

WHEREAS such redevelopment is not expressly contemplated within the UR Plan;

WHEREAS a public hearing was held and certain evidence presented to support amendment to the UR Plan

NOW THEREFORE, having considered the foregoing and other evidence that the Council for the City of Norcross deems relevant and appropriate, the Council for the City of Norcross provides as follows

BE IT RESOLVED that the City and its Council restates its prior findings in the UR Plan including that certain “Pockets of Blight” as defined in O.C.G.A. § 36-61-2 exist within the corporate boundaries of the City;

BE IT RESOLVED that such Pockets of Blight, particularly in the BH/JC Activity Center may be remediated, redeveloped, and rehabilitated by the acquisition of real property for an urban redevelopment project by the City of Norcross or, where permissible by applicable law, by the Norcross Urban Redevelopment Agency;

BE IT RESOLVED that the UR Plan shall be amended so as to provide the following underlined text:

1. The section of the UR Plan discussing the BH/JC Activity Center shall be amended to provide the following:

The Buford Highway/Jimmy Carter Boulevard Activity Center is located on the southern end of Buford Highway at the city limits. This Character Area represents a transition between more intense uses near the intersection of Buford Highway and Jimmy Carter Boulevard and the surrounding residential neighborhoods.

Economic Underutilization of Developable Land: A significant proportion of developable land within the area is underutilized with respect to potential density, type of development and/or resulting market and taxable values. The area has experienced the underdevelopment of modern public and commercial structures. This underdevelopment prevents complimentary investment within the area. Particular emphasis should be made on extending public-service buildings to show the City’s commitment to redevelopment.

Structural Age and Deterioration: Although there have been some renovations to certain properties, the majority of the retail and commercial buildings (constructed in the 1970s and 1980s) have experienced only minor improvements. Consequently, some are out of date and have become somewhat dilapidated as a result of the passage of time and frequent use. The area needs anchoring developments and investments to facilitate redevelopment.

Inefficient and Obsolete Commercial Design and Layout: The commercial centers and freestanding structures in this area are inefficient with respect to site use and density. Most are considered unattractive with respect to current retailer standards and obsolete with respect to consumer market appeal. Parking is inefficient, and store frontage and signage are below current market standards. The area is in need of newer construction to help facilitate redevelopment. Development efforts should highlight design and layout techniques that emphasize pedestrian over vehicular and parking activities.

Lack of Retail Market Appeal: Despite being in a high-traffic corridor the vast majority of retail tenants in this area do not have the brand recognition, product offerings, marketing capacity,

pricing, merchandising or basic critical mass to appeal to the increasingly affluent potential customer within either the primary or secondary retail markets. Auto-mobile oriented businesses dominate the commercial inventory, and the development of other economic opportunities may facilitate private investment and the expansion of the retail markets. This is reflected in the relatively low asking rents throughout the Character Area.

Lack of Rental Revenue Generation: Commercial rental rates in the area are significantly below those achieved in newer developments.

Underachievement as an Employment Center: There are relatively few professional or business services (and a lack of variety of those services) offered in the area. Retail and service industry employment is constrained by the lack of competitive retail offerings and restaurants. The area is experiencing a need for development of services that employ a greater number of individuals employed, increase diversity of activity in the area, and that have greater opportunities for career advancement.

Need for the Expansion of Public Services, Infrastructure, and Public-Safety: The area has experienced as decline in public buildings, infrastructure, and investment, particularly as the former library site has gone vacant. The development of public services in the area will offer a proof of concept to potential commercial developments. The expansion of public investment and the presence of public-safety officers and professionals may also alleviate safety concerns extending from vacancy rates.

2. The section of the UR Plan concerning Structures to be Demolished or Rehabilitated shall be amended to state the following:

Structures to be Demolished or Rehabilitated

~~There are no structures anticipated to be demolished. The plan will be updated in the event any changes occur in future actions.~~ The former library site located at 6025 Buford Highway is in need of rehabilitation and public investment. The existing structure is one that could be targeted for demolition and redevelopment. The particular site offers the opportunity for the City to anchor investment by demonstrating quality redevelopment in this corridor and providing a proof-of-concept for development. Redevelopment should prioritize the construction of a building offering economic opportunities for the residents of Norcross and others, increasing the suitability of private development in the area, and increasing public facilities in the area. In particular, redevelopment opportunities include the construction of a public-safety building that would increase activity in the area and alleviate safety concerns for potential new developments.

No other structures are explicitly identifiable here for anticipated demolition or rehabilitation. However, any dilapidated structure that precludes the economic development in a particular area identified in the UR Plan might be suitable for redevelopment at a later date and the plan may be updated and amended in such event.

3. *The Section of the UR Plan concerning Needed Public Infrastructure shall be amended to state the following:*

Needed Public Infrastructure

Public water and power are readily available throughout the target area. The development of additional public facilities is desirable, particularly in the BH/JC Activity area along Bufford Highway. Such facilities should target underinvested areas of the Bufford Highway corridor with the intent of anchoring subsequent private redevelopment of the area. Particular emphasis should be placed on the development of public-safety assets for the City. These investments should be targeted to extend the presence of public safety services across the corporate boundaries of the City and to alleviate perceived public-safety concerns that might inhibit commercial development and private investment in the area.

BE IT RESOLVED that statements within the UR Plan that are contradictory to the provisions contained within this resolution shall be repealed by this resolution such that the amendments contained herein are binding between the parties.

BE IT RESOLVED that this resolution shall take effect immediately upon its final passage.

SO RESOLVED AND ORDIANED on this ____ day of _____, 2023.

Mayor Craig Newton

THE CITY OF NORCROSS

ATTEST:

(City Seal)

City Clerk, _____



Urban Redevelopment Plan

2020

Table of Contents

Introduction	2
Consistency with Adopted Plans	2
Boundaries of the Redevelopment Area	3
Negative Conditions within the Redevelopment Area	3
Community's Land Use Objectives	13
Description of Parcels to be Acquired	13
Structures to be Demolished or Rehabilitated	14
Plan to Leverage Private Resources for Redevelopment	14
Strategy for Relocating Displaced Residents	15
Covenants and Restrictions to be placed on Properties	15
Needed Public Infrastructure	15
Strategy for Implementing the Plan	15
Appendix	
Exhibit A (Norcross City Limits)	16
Exhibit B (Norcross Poverty Map)	17

INTRODUCTION

The City of Norcross Urban Redevelopment Plan is intended to implement the vision and goals communicated by the City of Norcross 2040 Comprehensive Plan (Comp Plan). The footprint of this Urban Redevelopment Plan encompasses the entirety of Norcross' city limits, but the most impactful analysis and recommendations – as it relates to redevelopment efforts – are focused on areas of the City with the highest levels of poverty and blight.

In conjunction with the adoption of this Urban Redevelopment Plan the City will be seeking Georgia Opportunity Zone status re-designation for specific parcels that are the most blighted and distressed. These parcels are located along major business/transportation corridors that are ripe for the creation of employment opportunities but are currently underdeveloped. Georgia Opportunity Zones are valid for ten years. Norcross's previous Georgia Opportunity Zone status expired on December 31, 2019. Therefore, the City is required to apply for re-designation. Georgia Opportunity Zones help bring significant job tax credit advantages to establishments located within the Opportunity Zone area and enhance the image of the City as a preferred location to do business. This Urban Redevelopment Plan, in concert with Georgia Opportunity Zone designation, will help lead to the goal of a revitalized, vibrant and sustainable community where both Norcross businesses and residents can live, work and play.

In addition, as the City of Norcross continues its economic and community development efforts, it will also seek out opportunities to collaborate with important local partners such as Gateway85 CID, Gwinnett County, Partnership Gwinnett, and property owners along its major corridors. Together, these efforts will encourage the transformation of Norcross' commercial corridors (much of which is underdeveloped) into more attractive and profitable places of business.

Consistency with Adopted Plans

In 2019 the City of Norcross adopted its 2040 Comprehensive Plan as a “roadmap” for the different visions and goals in each area of the City. It was developed through an extensive public planning process involving a wide variety of local business and community leaders, public officials and residents. The 2040 Comprehensive Plan also builds upon two previous LCI studies (completed in 2001 and 2008).

The 2040 Comprehensive Plan breaks the City into thirteen zones, or ‘Character Areas’ – each with their own visions, goals and key implementation actions. The plan has three main components: Community Vision; Needs and Opportunities; and a Community Work Program.

The *Community Vision* section lays out the future vision and goals that the community desires to achieve in text, maps and graphics.

The *Needs and Opportunities* section is an overview of Norcross today and includes changes since the last plan; this section also includes a list of priority needs and opportunities.

The *Community Work Program* section is a five-year work program of distinct activities, initiatives, programs and administrative systems that are recommended to implement the plan.

Collectively, the three main components of the Norcross 2040 Comprehensive Plan are intended to generate local pride and enthusiasm about the future of Norcross, communicate what is unique and important about the city, and provide an implementation program for achieving the Community Vision.

The Plan contains policies and strategies developed by the community to guide decision makers on the issues of growth and redevelopment. Those policies and strategies form the heart of the City of Norcross Urban Redevelopment Plan and are incorporated herein to provide for the maximum degree of consistency between this Urban Redevelopment Plan and other Norcross community plans.

As mentioned previously, the City of Norcross has participated in two LCI studies. The 2001 study centered on the downtown and was a key component to the growth of the City during the last few years. The 2008 study covered the City south of Buford Highway to Interstate 85. The information and concepts discussed in the LCIs have been incorporated into the 2040 Comprehensive Plan and brought into this Urban Redevelopment Plan.

Boundaries of the Redevelopment Area

The Redevelopment Area is equivalent to the corporate limits of the City of Norcross as of June 3, 2019. See Exhibit A in Appendix.

Negative Conditions within the Redevelopment Area

Pervasive Poverty, Underdevelopment, General Distress and Blight Criterion

Pervasive Poverty:

According to United States Census data, the poverty rate in the City of Norcross is 21.4%, which is well above the poverty rates in Gwinnett County (12.1%), the State of Georgia (16.9%) and the United States (14.6%).

In fact, according to State of Georgia Department of Community Affairs rules, four out of the five census block groups in Norcross qualify as “Areas Displaying Pervasive Poverty” because they have poverty levels of 15% or more (see Exhibit B in Appendix). This data highlights the need for proactive economic development

strategies to help spur development throughout the City.

Source: U.S. Census ACS 5-year Estimates, 2017

Underdevelopment:

The last two decades have been characterized by a significant amount of disinvestment and underdevelopment throughout the city as well as along its major traffic corridors, including Buford Highway, Jimmy Carter Boulevard, Beaver Ruin Road, Peachtree Industrial Boulevard, and the areas adjacent to Interstate 85. Like much of metro Atlanta, there was a large population boom starting in the mid-to-late 20th century through the first decade of the 2000s – and the population continues to rise. That population increase helped transform Norcross from a rural community to an area with a more dense, suburban feel.

As Norcross continued to build out, investors and developers began to seek newer, less expensive land development opportunities further north in metro Atlanta along the I-85 and Ga-400 spines. This focus on development in other areas has contributed to the loss of a significant number of investment and jobs in the greater Norcross area over the last two decades. Although some of those jobs have been replaced, they have been replaced by jobs with lower paying wages.

The economic stagnation has hit the retail sector particularly hard. This is evident by the increased presence of vacant properties and businesses along the commercial corridors and in the shopping plazas of Norcross and other nearby cities.

The City has implemented several strategies to counteract the loss of jobs and the decrease of property values. Efforts by the City have included the formation of a Downtown Development Authority; the creation of a Tax Allocation District; and adoption of a Unified Development Ordinance and zoning map featuring brand new zoning categories.

Although these efforts have led to an easier, more straightforward and clear development process, redevelopment of the area has been sporadic and inconsistent.

The following pages of this Urban Redevelopment Plan contain summaries of the underdevelopment conditions in each of the 13 Character Areas identified in the 2040 Comprehensive Plan. There are six categories of underdevelopment conditions:

- Economic Underutilization of Developable Land
- Structural Age and Deterioration
- Inefficient and Obsolete Commercial Design and Layout
- Lack of Retail Market Appeal
- Lack of Rental Revenue Generation
- Underachievement as an Employment Center

Please note that each Character Area in Norcross is unique and ranges from having zero to all six of the various underdevelopment conditions.

As part of the redevelopment plan, the City wishes to re-energize the various employment centers, lower crime, raise the quality of life, create employment opportunities and spread prosperity. Towards that end the City has worked aggressively in its efforts to promote redevelopment. Many steps have been taken over the last several years to counteract the challenges facing the community. Measures to correct these challenges can be found in the corresponding noted pages of the 2040 Comprehensive Plan.

Character Area 1: Atlantic/Peachtree Industrial Boulevard (pp. 16-17. Comp Plan)

The Atlantic/Peachtree Industrial Boulevard area is one of the entrances to Norcross. It represents a major employment center that is focused on Jimmy Carter Boulevard and is characterized by light industrial and flex space properties.

Economic Underutilization of Developable Land: In the six years since the previous Comprehensive Plan was completed (Norcross 2034 Comp Plan), the Atlantic/Peachtree Industrial Boulevard Character Area has been completely built out, so there is no green space upon which to develop. However, there are a number of potential improvements that could be made to the buildings that have been developed in this area, which will be discussed in the following sections.

Structural Age and Deterioration: The majority of the commercial buildings in this Character Area were constructed between 1970 and 1984 and have experienced only minor improvements since that time. Consequently, they are somewhat out of date and not build to the most modern standards.

Inefficient and Obsolete Commercial Design and Layout: The commercial centers and freestanding structures in this area are inefficient with respect to site use and density. Most are considered unattractive with respect to current standards and obsolete with respect to utilization.

Character Area 2: Medlock/Peachtree Industrial Boulevard (pp. 18-19. Comp Plan)

Oriented along Peachtree Industrial Boulevard, the Medlock/Peachtree Industrial Boulevard Character Area is a mix of professional and institutional uses that doubles as a boundary along Peachtree Industrial Boulevard, the City of Peachtree Corners and adjoining residential areas. This is also the location of the new Paul Duke STEM high school.

Structural Age and Deterioration: There has been some recent demolition of older warehouse/distribution buildings along this corridor in favor of newer buildings as well as relatively new retail construction. However, there is still a large presence of commercial buildings in this area that were constructed between 1973 and 1986 that have experienced only minor improvements since that time. Consequently, much of the building stock is out of date and has become somewhat dilapidated.

Inefficient and Obsolete Commercial Design and Layout: The commercial centers, office buildings and freestanding structures in this area are inefficient with respect to site use and density. Most are considered unattractive with respect to current standards and obsolete with respect to consumer market appeal. There is little inter-parcel access and connectivity between properties is limited.

Character Area 3: Pinckneyville (pp. 20-21, Comp Plan)

Norcross High School is the main hub of this small activity center that contains a mix of residential, institutional, and small scale commercial and office uses.

Economic Underutilization of Developable Land: There are several properties within this Character Area that are either older, unutilized/vacant or have operations that feature higher intensity, more industrial land uses that do not complement the newer residential developments nor the institutional establishments that constitute the area.

Structural Age and Deterioration: The few commercial properties in this Character Area were built between 1963 and 1997, with the majority of them having been constructed in the 1980s. These unrenovated buildings have become undesirable to most prospective buyers and lessees.

Character Area 4: North Peachtree Street Neighborhoods (pp. 22-23, Comp Plan)

This area of Norcross is one of the oldest neighborhoods in the City and features a large concentration of historic homes. This area has been somewhat protected from the economic challenges that have affected areas which are more commercial in nature. It remains a strong, stable residential location in Norcross.

Character Area 5: Hopewell Woods (pp. 24-25, Comp Plan)

The Hopewell Woods Character Area is also one of the oldest neighborhoods in the City. The majority of properties in this area are residential and institutional in nature, along with one large single-tenant office building. The housing stock in Hopewell Woods may be one of the most diverse in Norcross, featuring everything from single family homes with large acreage to new construction single family homes, townhomes as well as a significant amount of multifamily.

Economic Underutilization of Developable Land: Due to the abundance of small and aged single family homes on large properties, there is a significant amount of undeveloped greenspace. A considerable proportion of developable land within the area is underutilized with respect to potential density and type of development (and resulting market and taxable values).

Structural Age and Deterioration: The majority of homes and buildings were constructed before 1950 (including two locations of public housing units spread across nearly seven acres). These homes have experienced only minor improvements since that time. Consequently, they are out of date and have

become somewhat dilapidated over the years.

Character Area 6: Buford Highway/Jimmy Carter Boulevard Activity Center (pp. 26-27, Comp Plan)

The Buford Highway/Jimmy Carter Boulevard Activity Center is located on the southern end of Buford Highway at the city limits. This Character Area represents a transition between more intense uses near the intersection of Buford Highway and Jimmy Carter Boulevard and the surrounding residential neighborhoods.

Economic Underutilization of Developable Land: A significant proportion of developable land within the area is underutilized with respect to potential density, type of development and/or resulting market and taxable values.

Structural Age and Deterioration: Although there have been some renovations to certain properties, the majority of the retail and commercial buildings (constructed in the 1970s and 1980s) have experienced only minor improvements. Consequently, some are out of date and have become somewhat dilapidated as a result of the passage of time and frequent use.

Inefficient and Obsolete Commercial Design and Layout: The commercial centers and freestanding structures in this area are inefficient with respect to site use and density. Most are considered unattractive with respect to current retailer standards and obsolete with respect to consumer market appeal. Parking is inefficient, and store frontage and signage are below current market standards.

Lack of Retail Market Appeal: Despite being in a high-traffic corridor the vast majority of retail tenants in this area do not have the brand recognition, product offerings, marketing capacity, pricing, merchandising or basic critical mass to appeal to the increasingly affluent potential customer within either the primary or secondary retail markets. This is reflected in the relatively low asking rents throughout the Character Area.

Lack of Rental Revenue Generation: Commercial rental rates in the area are significantly below those achieved in newer developments.

Underachievement as an Employment Center: There are relatively few professional or business services (and a lack of variety of those services) offered in the area. Retail and service industry employment is constrained by the lack of competitive retail offerings and restaurants.

Character Area 7: Town Center (pp. 28-29, Comp Plan)

This area represents the civic heart of the community and offers a variety of dining and shopping options. City Hall as well as the historic downtown are both located

in this Character Area. It has been the centerpiece of recent redevelopment efforts.

Economic Underutilization of Developable Land: Although there have been efforts over the past two years to upgrade the developable land in the area through residential and institutional projects, a significant portion of developable land within the area remains underutilized with respect to potential density, type of development and/or resulting market and taxable values. The City does own some land in this Character Area, which is an advantage for directing development towards desirable projects and outcomes.

Structural Age and Deterioration: A majority of the retail buildings and homes in this Character Area were constructed between 1885 and the 1950s and have experienced only minor improvements since that time. Consequently, they are out of date and have become somewhat dilapidated as a result of the passage of time and frequent use.

Inefficient and Obsolete Commercial Design and Layout: Most of the commercial centers and freestanding structures in this area are inefficient with respect to site use and density. While many have been rehabilitated, some are still considered unattractive with respect to current retailer standards and obsolete with respect to consumer market appeal. Parking is inefficient, and store frontage and signage are below current market standards and design.

Lack of Retail Market Appeal: As reflected in lower than average asking rents and sales, retail tenants within the area do not have the brand recognition, product offerings, marketing capacity, pricing, merchandising or basic critical mass to appeal to the increasingly affluent potential customer within either the primary or secondary retail markets.

Lack of Rental Revenue Generation: Commercial rental rates in the area are significantly below those achieved in newer developments.

Underachievement as an Employment Center: There is a lack of variety of professional and business services offered in the area – particularly along the Buford Highway corridor, which has a high proportion of used car dealerships and auto mechanic shops. Retail and service industry employment is constrained by the lack of competitive offerings. Although lunch patrons have increased recently due to an increase of residents, some restaurants in the Town Center Character Area have failed to maximize their respective lunchtime crowds. This is likely due to the low daytime employee population in the immediate area.

Character Area 8: Langford Road Industrial Center (p. 30. Comp Plan)

The Langford Road Industrial Center represents another hub of mostly industrial warehousing and distribution-focused companies. It is located on the northern end of Buford Highway at the city limits.

Structural Age and Deterioration: The majority of the retail and commercial buildings in this area were constructed between 1960 and 1990 with no new construction since 2007 and only minor improvements made since then. Consequently, most are out of date and have become somewhat dilapidated as a result of the passage of time and frequent use.

Inefficient and Obsolete Commercial Design and Layout: The commercial centers and freestanding structures in this area are inefficient with respect to site use and density, particularly among the aging Class C industrial warehouse and distribution buildings along Cole Court. Most are considered unattractive with respect to current industrial standards and obsolete with respect to end-user appeal. In addition, the area is not pedestrian friendly. This character area is very close to the downtown core, so an improvement of pedestrian connectivity here would be a positive change.

Character Area 9: Summerour (p. 31. Comp Plan)

The Summerour area of Norcross is characterized by a dual mix of institutional and residential uses. Baldwin Elementary School and Summerour Middle School are both at the heart of this Character Area.

Economic Underutilization of Developable Land: A good amount of the developable land along Beaver Ruin Road could be characterized as underutilized with respect to potential density, commercial retail/services development and/or resulting market and taxable values.

Structural Age and Deterioration: The majority of the retail buildings and apartments were constructed between the 1970s and 1980s and have experienced only minor renovations or improvements since that time. Consequently, they are out of date and have become somewhat dilapidated as a result of the passage of time and frequent use.

Lack of Rental Revenue Generation: Commercial rental rates in the area, as well as apartment rental rates in particular, are significantly below those achieved in newer developments.

Underachievement as an Employment Center: There are relatively few retail, professional or business services offered in the area, particularly along the main access road (Beaver Ruin Rd).

Character Area 10: South Cemetery Street (p. 32. Comp Plan)

The South Cemetery Street Character Area is populated by a concentration of light industrial as well as heavier commercial uses, including automobile and truck-related establishments.

Economic Underutilization of Developable Land: A significant proportion of developable land within the area is underutilized with respect to potential density, type of development and/or resulting market and taxable values.

Structural Age and Deterioration: The vast majority of the buildings in this area are commercial warehouses constructed in the 1980s. There are also a number of converted residential structures. A few of the buildings date back to the 1950s and there is one building as old as 1930. Consequently, most are out of date and have become quite dilapidated as a result of the passage of time and frequent use.

Inefficient and Obsolete Commercial Design and Layout: Most of the commercial freestanding structures in this area are considered unattractive and not up to modern industrial standards.

Character Area 11: Jimmy Carter Boulevard/North Norcross Tucker Activity Ctr (p. 33, Comp Plan)

About 80 percent of the buildings in this area are part of a nearly 70-acre light industrial business park. Warehousing and distribution operations dominate the Character Area, with the remaining commercial space split between restaurants, retail, two extended stay hotels and a small selection of professional and business services establishments.

Structural Age and Deterioration: Nearly all of the buildings in the area were built in the 1980s and are still functional – However, the buildings that house the restaurant, retail and professional/business service establishments appear to be in disrepair, with structural as well as aesthetic issues that need to be addressed.

Inefficient and Obsolete Commercial Design and Layout: None of the commercial warehousing and distribution buildings in this area have clear heights higher than 22 feet. The standard clear height for modern industrial buildings is at least 24 feet. Thus, the industrial buildings in this Character Area are inefficient with respect to site use and obsolete with respect to the highest industry standards. Parking and loading areas are also inefficient.

Lack of Retail Market Appeal: The retail tenants in this area do not have the brand recognition, product offerings, marketing capacity, pricing, merchandising or basic critical mass to appeal to the increasingly affluent potential customer within either the primary or secondary retail markets.

Character Area 12: South Norcross Neighborhoods (pp. 34-35, Comp Plan)

The South Norcross Neighborhoods Character Area is a collection of residential, single family neighborhoods that was first developed more than 50 years ago. A culturally diverse community, many of the residents in this area help support the

employment in and around the greater Norcross region. Much of this area was annexed into the city over the last 15 years and since then has experienced an increase in crime as well as a decrease in home values. In addition, many owner-occupied homes have turned into rental properties. The City, however, has made a concerted effort over the past several years to clean up the neighborhoods through code enforcement efforts and proactive policing.

Character Area 13: I-85 Activity Center (pp. 36-37, Comp Plan)

The I-85 Activity Center is a growing regional employment center that parallels the highly-trafficked Interstate-85 corridor. A diverse mix of buildings and businesses populate this area, with the majority being industrial and flex space, followed by a sizeable amount of office and retail space.

Economic Underutilization of Developable Land: A small proportion of developable land within the area is underutilized with respect to potential density, type of development and/or resulting market and taxable values. For example, there are a number of churches that occupy former warehouse space and two extended stay hotels located on large pieces of land that could be utilized for different uses.

Inefficient and Obsolete Commercial Design and Layout: A majority of the commercial buildings in this area were constructed in the 1980s. In addition, a significant amount of these buildings are lower-quality Class C buildings that have been leased to end-users whose operations are not the highest and best use for the space (e.g. churches occupying office or flex industrial space). Many of the commercial spaces in this area are considered unattractive with respect to current industrial and office standards.

Lack of Rental Revenue Generation: Commercial rental rates in the area are significantly below those achieved in newer developments.

General Distress and Blight Criterion:

Despite experiencing the longest economic expansion in United States history, up until the recent coronavirus-led economic downturn many cities and towns were still making attempts to fully capitalize on the positive momentum created by that expansion.

More specifically, the emergence and explosive growth of e-commerce over the last five years – and subsequent collapse of the nation’s brick-and-mortar retail sector as we knew it – has led to hundreds of thousands of job losses and a proliferation of empty shopping centers and storefronts.

The City of Norcross was not spared from this downturn and still has its fair share of struggling strip centers and aging shopping plazas. Many of these commercial properties are along the main corridors of the City and some of those with the

worst conditions are in and around the downtown core.

These conditions, combined with a noticeable increase of aging, obsolete buildings over the past several years as well as the inability of property owners to obtain rents equal to or higher than average rents in the region, illustrate the concerning levels of distress and blight in the City of Norcross.

Community's Land Use Objectives

This Urban Redevelopment Plan is consistent with the land use objectives of Norcross. Existing land uses in the redevelopment areas consist of a combination of commercial (office, industrial, retail, multifamily), residential (single family, duplex, triplex, quadplex) and mixed-use. The City Zoning Ordinance categorizes land uses into generalized categories.

Zoning

The redevelopment area is comprised of 16 different zoning districts and has been illustrated via map (see Exhibit A in Appendix). The different zoning districts are:

R100	Single Family Residence
R75	Single Family Residence
R60	Single Family Residence
RTH	Townhome Residence
RD	Residential Duplex District
PRD	Planned Residence District
OI	Office-Institutional
C1	Neighborhood Business
C2	General Business
HX	Historic Mixed-use
NX	Neighborhood Mixed-use
CAR	Commercial Auto Related Business
CX	Commercial Mixed-use
BH	Buford Highway
M1	Light Industry
M2	Heavy Industry

Description of Parcels to be Acquired

The City of Norcross Urban Redevelopment Plan does not require any parcels to be acquired by the city at this time. If circumstances should change such that property acquisition either becomes a probability, is desired, or is necessary, the plan will be amended to reflect these changes.

Structures to be Demolished or Rehabilitated

There are no structures anticipated to be demolished. The plan will be updated in the event any changes occur in future actions.

Plan to Leverage Private Resources for Redevelopment

State of Georgia Opportunity Zones

The City of Norcross has identified different resources it can utilize to encourage and stimulate redevelopment in targeted areas as well as throughout the City. One of these resources is the State of Georgia's Opportunity Zone Program. The Georgia Department of Community Affairs manages this program and, through an application process, decides which parcels within a particular municipality are approved to be designated with Opportunity Zone status.

The program is intended to assist local governments in the redevelopment and revitalization of older commercial and industrial areas in communities that are adjacent to one or more contiguous census block groups with a poverty rate of 15 percent or higher.

New or existing businesses located in a Georgia State Opportunity Zone property that create two or more jobs in a calendar year can receive a tax credit of up to \$3,500 per new Georgia job. Credits can be used toward income tax liability and state payroll withholding.

State Opportunity Zone properties in Georgia have ten-year horizons. The previous ten-year period for Norcross Opportunity Zone properties ended on December 31, 2019. Upon adoption of this Urban Redevelopment Plan, the City of Norcross will work towards re-designating certain parcels along its commercial corridors with official State Opportunity status. Passing an official Urban Redevelopment Plan is an important factor in the successful establishment of State Opportunity Zone properties.

Federal Opportunity Zones

Norcross will also be looking to take advantage of the Federal Opportunity Zone program. Created by the 2017 Tax Cuts and Jobs Act, Federal Opportunity Zones are tools intended to encourage economic development and job creation in distressed communities around the country. As a result of this measure investors can receive substantial tax benefits if they build projects in these areas.

The program allows investors to defer tax on any of their capital gains from previously invested money if that money is invested through a Qualified Opportunity Fund (an investment vehicle set up for the sole purpose of investing in properties located in Federal Opportunity Zones).

Community Improvement Districts (CIDs)

Norcross is an active participant in the Gateway85 Community Improvement District and one of its City Councilmen is a Board Member of the CID. Its borders overlap approximately half of the City. The efforts of the City and CID have assisted in helping to reduce crime, clean up commercial areas, as well as enhancing the built environment through strategies that revolve around traffic and landscaping improvements.

Regional Economic Development Partners

The City of Norcross plans to take advantage of the many local organizations in economic development such as Partnership Gwinnett, a public-private initiative dedicated to bringing new jobs and capital investment to Gwinnett County. They work with Gwinnett cities as well as local partners to attract and retain jobs, cultivate capital investment, support educational institutions, foster workforce development, and contribute to the quality of life in the County.

Strategy for Relocating Displaced Residents

Norcross has determined that a relocation strategy is not necessary at this time because the city is focusing on targeting unoccupied, blighted or underdeveloped commercial areas where the relocation of residents is not a relevant issue. Should the need arise and the displacement of residents become necessary in the future, the Plan shall be amended to include a relocation plan and strategy for any residents who may potentially be affected.

Covenants and Restrictions to be placed on Properties

No covenants or restrictions will be placed on properties at this time.

Needed Public Infrastructure

Public water and power are readily available throughout the target area.

Strategy for Implementing the Plan

Upon adoption by the Norcross City Council, the City of Norcross will be the implementing entity for the Urban Redevelopment Plan.

Implementation Schedule

Public Hearing	Spring 2020
Adoption of Urban Redevelopment Plan	Spring 2020
Establish State Opportunity Zone	Winter 2020
Promote and Offer incentive packages for new businesses	2021

Appendix

Exhibit A (Norcross City Limits)

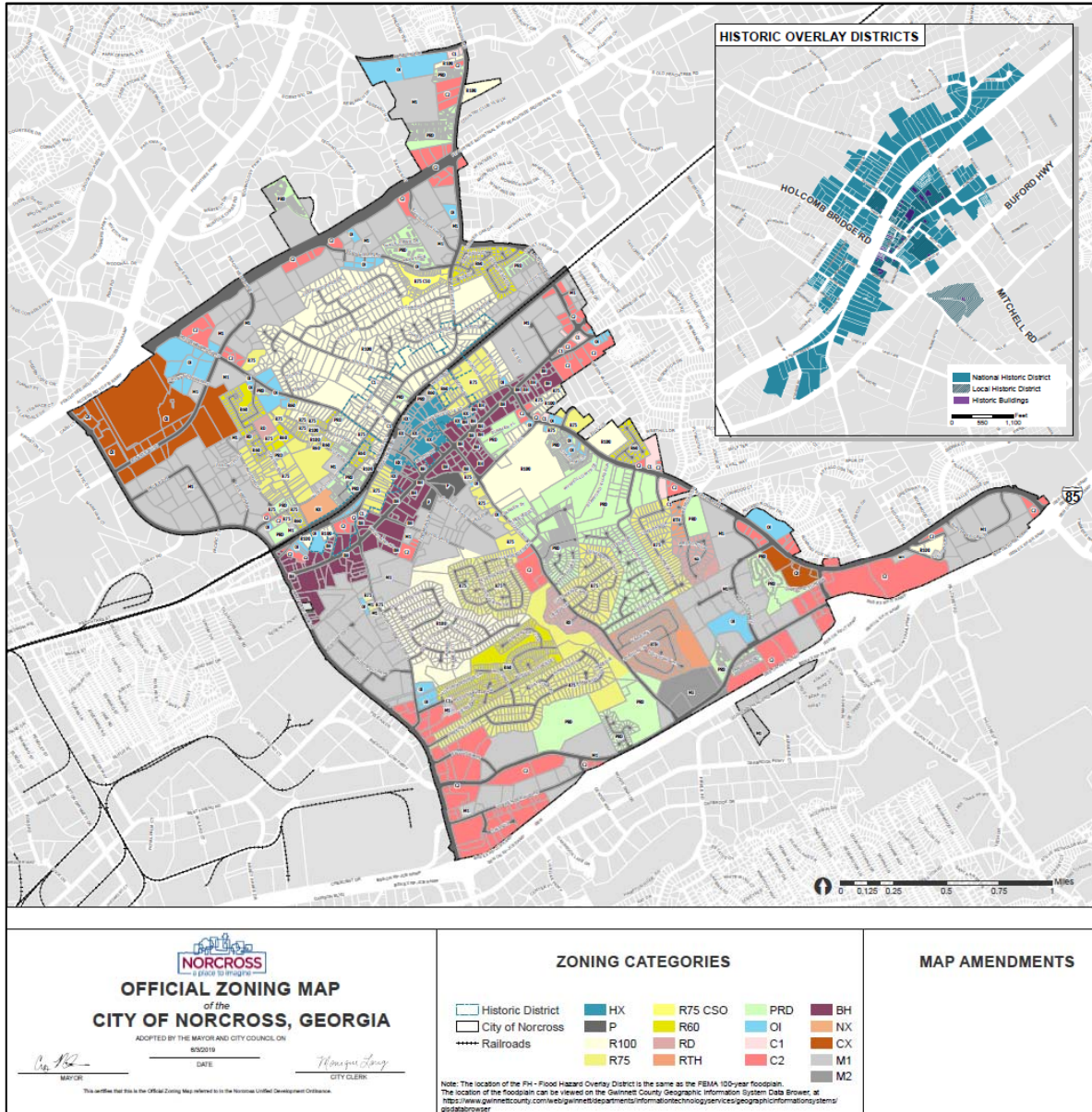
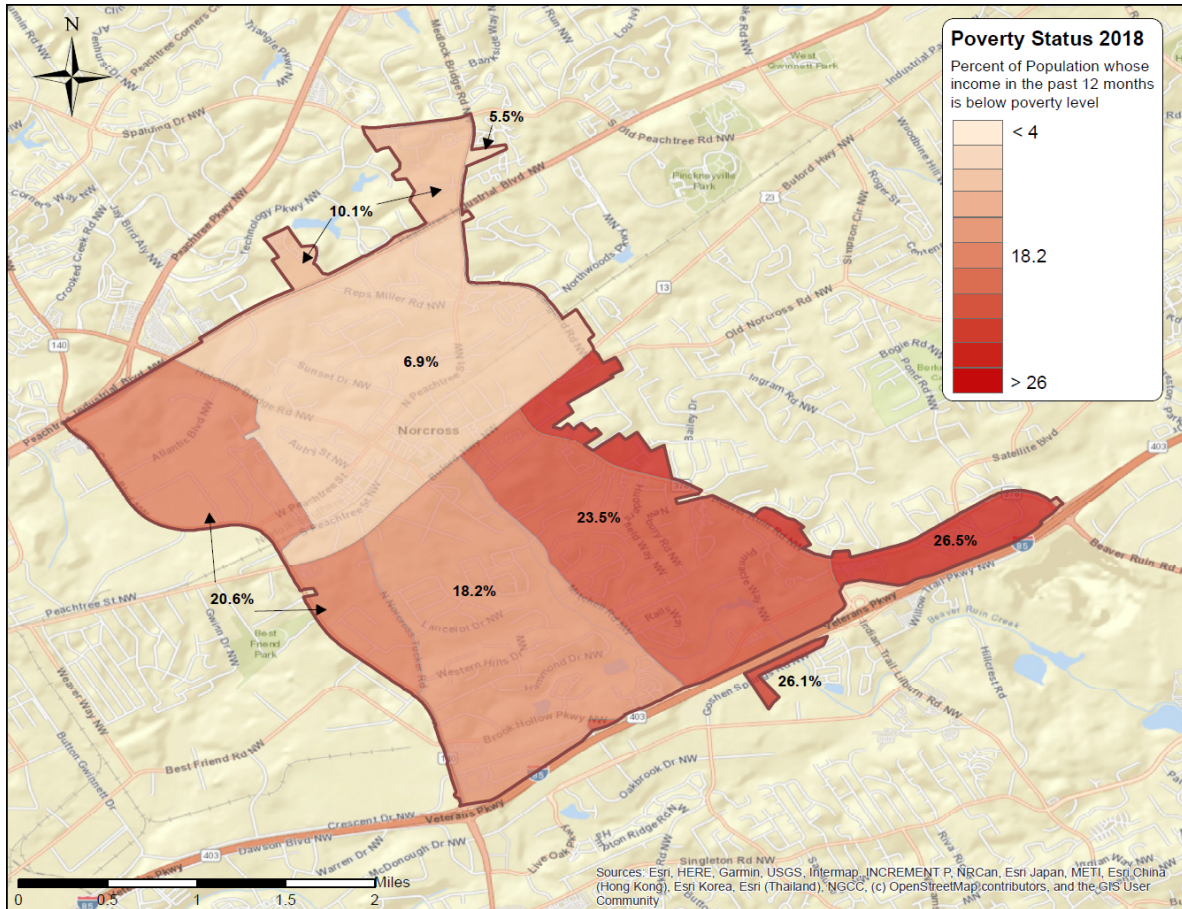


Exhibit B (Norcross Poverty Map)





MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6736	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	6/5/2023 6:30 PM	In Control:	Policy Work Session
Title:	DebtBook Software Contract		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Item - DebtBook contract](#)
2. [DebtBook Contract](#)
3. [Price Schedule](#)

Title

DebtBook Software Contract

Drafter

Paul Hanebuth

Motion

A motion to authorize the City Manager to enter into an agreement with DebtBook to track and report on the city's lease and Software as a Service (SaaS) contracts.



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

Agenda Report

To: Mayor and Council

From: Paul Hanebuth, Director of Finance and Administrative Services

Meeting Date: June 5, 2023 – Mayor and Council

Item No.: 23-6736

Title: DebtBook Software Contract

CC: Eric Johnson, City Manager

Recommendation - Authorize the City Manager to enter into an agreement with DebtBook to track and report on the city's lease and subscription-based information technology arrangements (SBITAs).

Background – In fiscal year 2022, the Governmental Accounting Standards Board (GASB) required the city to begin reporting liabilities and assets related to operating leases. For FY23, the city will be required to do similar reporting on multi-year software contracts. The DebtBook software product is designed to help governmental agencies accomplish these reporting requirements.

Financial Impact – \$11,700, including 10% discount for affiliation with Rushton and waiving of implementation fees.

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

Next Steps – Execute the agreement and begin implementation.

Attachments - DebtBook contract and price schedule.

Update – Following the May 15 meeting, staff conducted further research into tools for monitoring and reporting lease and lease-like agreements. Below is a brief overview of this research:

EZLease: Met with salesman/scheduler for preliminary info. Pricing starts at \$3,000 annually. Demo was rescheduled twice by rep, the second time with less than 24 hours' notice. No contact since. Government references requested but not provided.

Leasecrunch: Provides only automated demos. Exchanged emails with sales rep. Pricing is \$4,000 for 40 leases. Staff provided this rough estimate of the number of leases, but the number may be significantly higher once existing SBITAs are evaluated. No implementation process offered.

LeaseQuery: Staff attended two sales calls and one demo. Pricing starts at \$3,600, more refined (but not final) quote of \$5,600. Reference call scheduled for with an out-of-state school system; request for Georgia-based governmental reference not met. Implementation fees waived; implementation time is approximately one week for every 7-10 leases.

DebtBook remains the recommendation of staff, despite the higher cost.. Leasecrunch was mentioned by a contact as having a presence at government conferences, and LeaseQuery is used by a non-government client of our advisory CPA firm, but neither has provided any governmental references in Georgia. Finance Directors from Tifton and Peachtree Corners have highly recommended DebtBook, with a second-hand reference from Roswell. Flowery Branch and Fairburn are also listed as references, but staff has not received a response yet from those cities. Staff is confident that DebtBook will accomplish the objective of reducing the reporting burden on our legal, finance, and IT teams but less confident that the other tools will result in net time savings. DebtBook is also the only tool that incorporates debt management; this is not a pressing need for the city currently, but may become so in the future.

ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”) is pleased to provide City of Norcross, GA (“**Customer**”) with the Services subject to the terms established in this Order Form, including DebtBook’s Price Quote attached as **Exhibit A** and incorporated herein by this reference (the “**DebtBook Quote**”). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook’s General Terms & Conditions, which have been provided to Customer (the “**Terms & Conditions**”), and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Form Details	
Effective Date: 05/31/2023	Billing Frequency: Annually
Initial Term End Date: 05/30/2024	Payment Terms: Net 30
Initial Pricing Tier: 2	See the DebtBook Quote for more details

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer’s access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer’s applicable Pricing Tier, which is based on the total number and amount of the Customer’s Application Obligations at the time of determination. DebtBook’s current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer’s good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer’s Application Obligations during the Initial Term.

Implementation Services. At Customer’s request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an “**Implementation Period**”). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer’s Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer’s Application Obligations implemented causes Customer’s applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

Billing. Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer’s billing contact indicated below.

Renewal Term. The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

CITY OF NORCROSS, GA

By: _____
 Name: Tyler Traudt
 Title: CEO

By: _____
 Name: _____
 Title: _____

Notice Address

PO Box 667950
 Charlotte, NC 28266
 Attention: Chief Executive Officer
 tyler.traudt@debtbook.com

Notice Address

65 Lawrenceville Street
 Norcross, GA 30071
 Attention: Paul Hanebuth
 paul.hanebuth@norcrossga.net

Billing Contact

65 Lawrenceville Street
 Norcross, GA 30071
 Attention: Shayla Alexis
 shayla.alexis@norcrossga.net

Exhibit A
DebtBook Quote

[See attached.]

Attachment: DebtBook Contract (23-6736 : DebtBook Software Contract)

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern the Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, Customer's debt, lease, and other financial obligations relevant to the Application Services.

“**Application Services**” means DebtBook's debt, lease, and financial obligation management and compliance software-as-a-service application.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook's end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook's website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Governing State**” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“**Government Entity**” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"Implementation Services" means, if requested by Customer, the additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.

"Incorporated Documents" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

"Initial Term" means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

"Onboarding Services" means onboarding services, support, and training as required to make the Application Services available to the Customer during the Initial Term.

"Order Form" means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term.

"Pricing Tier" means the Customer's applicable pricing tier, determined based on the number and amount of Application Obligations at the time of determination, as set forth in the schedule included as part of the Order Form.

"Privacy Policy" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"Renewal Term" means any renewal term established in accordance with the terms of the Agreement.

"Services" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

"SLA" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"Support Services" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"Term" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"Usage Policy" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) **Provision of Access.** Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) **Documentation License.** Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) **Customer Responsibilities.** Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) **Use Restrictions.** Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) **Suspension.** Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. **Service Levels and Support.** Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. **Fees and Payment.**

(a) **Fees.** Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. **Confidential Information.**

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance

of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED “AS IS,” AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook’s network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys’ fees) (collectively, “**Losses**”) incurred by Customer resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party’s US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook’s sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook’s indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer’s use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER’S SOLE REMEDIES AND DEBTBOOK’S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK’S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook’s option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party’s intellectual property rights and any Third-Party

Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. **Limitations of Liability.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. **Term and Termination.**

(a) **Term.** Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) **Termination.** In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) **Survival.** Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. **Independent Contractor.** The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Norcross, GA

Norcross, GA

65 Lawrenceville Street
Norcross, GA 30071
US

Quote created: May 3, 2023

Quote expires: June 2, 2023

Quote created by: Max Travis

Regional Sales Director

max.travis@debtbook.com

Paul Hanebuth

paul.hanebuth@norcrossga.net

Comments from Max T ravis

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
23 White Glove Implementation Fee Tier 2 This covers the cost of our White Glove Implementation process for your organization.	23WGI2-1	1	\$2,000.00	\$2,000.00
23 Subscription Fee Tier 2 This represents the annual subscription fee your organization pays for the Application Services, Onboarding Services, and Support Services. This includes unlimited users and external sharing.	23ST2-1	1	\$13,000.00 / year	\$13,000.00 / year
			Total	\$15,000.00

Attachment: Price Schedule (23-6736 : DebtBook Software Contract)

2023 Pricing Tiers

The below tiers represent DebtBook's 2023 Pricing Tiers.

TIER	DEBT, LEASE & SBITA AGREEMENTS (# AND \$)	ANNUAL	White Glove Implementation	Guided Implementation
Tier 1	Up to 15 and \$50 million	\$8,000	\$0	\$0
Tier 2	Up to 75 or \$200 million	\$13,000	\$2,000	\$0
Tier 3	Up to 150 or \$1 billion	\$20,000	\$3,000	\$0
Tier 4	Up to 225 or \$2 billion	\$30,000	\$4,000	\$0
Tier 5	Up to 300 or \$5 billion	\$45,000	\$5,000	\$0
Tier 6	Up to 400 or \$7 billion	\$60,000	\$6,000	\$0
Tier 7	Up to 600 or \$8.5 billion	\$70,000	\$8,000	\$0
Tier 8	Up to 800 or \$10 billion	\$80,000	\$10,000	\$0

Questions? Contact me



Max Travis
Regional Sales Director
max.travis@debtbook.com



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6738	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	6/5/2023 6:30 PM	In Control:	Policy Work Session
Title:	Lighting and Holiday Décor Vendor Recommendation		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Lighting & Decorations Services](#)
2. [Request for Proposal \(PWUP 23-01\)](#)
3. [Lighting & Decorations Services & Maintenance \(PWUP 23-01\) - Proposals](#)
4. [Lighting Evaluation](#)
5. [Citywide Norcross Lighting and Decoration Contract](#)

Title
Lighting and Holiday Décor Vendor Recommendation

Drafter
Shahin Khalili

Motion
A motion to Approve/Deny Carter 1 Enterprises as the city's vendor for Lighting and Holiday décor, at an annual cost of \$99,502.00, and to authorize the Mayor to execute all necessary documents.



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

Agenda Report

To: Mayor and Council

From: Shahin Khalili, Landscape and Beautification Manager

Meeting Date: June 5, 2023 – Mayor and Council

Item No.: 23 - 6738

Title: Lighting and Holiday Décor Vendor Recommendation

CC: Eric Johnson, City Manager

Recommendation

Staff recommendation is to proceed with Carter 1 Enterprises as our Lighting and Holiday décor vendor.

Background

After direction from M&C to formalize our relationship between the City and our lighting vendor, we created an RFP to go out to bid on February 6th, 2023. After reviewing by the evaluation committee over s designated period, the consensus was unanimous to proceed with Carter 1 Enterprise due to overall strength of proposal and fee proposal.

Financial Impact

\$99,502.00 per year (vs. ~\$170,000.00 per year through FireFly, our current vendor).

Consistent with Comprehensive Plan?

Yes. GOAL 1 Continue to Define Norcross' Sense of Place.

Policy 1-8: Add value to our community through landscaping, lighting, signage, underground utilities, and building design.

Next Steps

Once Mayor and Council approves staff recommendation to move forward with Carter 1 Enterprises, staff will proceed with contractual agreements between the City and the vendor for work to begin as soon as both parties are ready.

Attachments

Request for Proposals (PWUP 23-01)

Lighting & Decorations Services & Maintenance (PWUP 23-01) - Proposals

Lighting Evaluations

Citywide Norcross Lighting and Decoration Contract

Update

N/A

City of Norcross

Department of Public Works, Utilities & Parks

Request for Proposal (PWUP 23-01)

City Wide Lighting & Decorations Services & Maintenance

PROJECT SCOPE

The City of Norcross is requesting Sealed Proposals for City wide Annual lighting & Decorations & Maintenance Services for holiday and other events lighting and decorations for designated areas within the city of Norcross as illustrated on accompanied exhibits. The term of the initial agreement shall be for the 2023 holiday season. The intent of the RFP is to have a successful contractor enter into an agreement with the city for the desired services. The City of Norcross will retain the option, at its sole discretion, to award up to three (3) renewal periods of one (1) year each. The selected contractor will use creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in all areas designated by the City of Norcross in this RFP.

All work must be conducted according to industry standards

INSTRUCTIONS

All sealed proposals must be submitted by Friday, March 31, 2023, @ 11:00 AM to the address below: Please submit two hard (paper) copies and one soft (PDF or other electronic document on a CD) of your RFP package to:

Matthew Zaki, PE. CFM
PWUP 23-01
Department of Public Works, Utilities & Parks
345 Lively Avenue
Norcross, GA 30071

Please request RFP documents/specifications and submit questions via e-mail only. Submit questions/requests to Shahin Khalili via e-mail at Shahin.khalili@norcrossga.net. Addenda will be posted on the City of Norcross website. After the RFP is issued, no contact will be permitted between the vendors and any other city staff members or elected officials

All questions/requests must be submitted via e-mail prior to March 17, 2023.

MANDATORY: Pre-Bid Meeting

All vendors are required to attend a pre-bid meeting Friday, March 3, 2023 @ 10:00 a.m. @ 345 Lively Ave, Norcross, GA 30071.

The City of Norcross reserves the right to accept or reject any or all Proposals and award in the best of interest of the city.

We appreciate your interest in the City of Norcross!

Attachment: Request for Proposal (PWUP 23-01) (23-6738 : Lighting and Holiday Décor Vendor Recommendation)

Response assessment based upon:

- 1) Qualifications.
- 2) Experience.
- 3) References.
- 4) Thoroughness of response.
- 5) Cost

SPECIFICATIONS

The City of Norcross is seeking a company that will provide a creative and cohesive Holiday and special events display throughout the city. The city is attempting to develop the same level of services provided and for the contractor to propose any improvements throughout. The city of Norcross requires lighting and decorations in various locations. All respondents must thoroughly acquaint themselves with these locations.

The city of Norcross is requesting Sealed Proposals for City wide Annual lighting & Decorations & Maintenance Services for holiday and other events lighting and decorations for designated areas within the city of Norcross as illustrated on accompanied exhibits.

The term of the initial agreement shall be for the 2023 holiday season. The intent of the RFP is to have a successful contractor enter into an agreement with the city for the desired services. The City of Norcross will retain the option, at its sole discretion, to award up to three (3) renewal periods of one (1) year each. The selected contractor will use creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in all areas designated by the City of Norcross in this RFP.

All work must be conducted according to industry standards

REQUIREMENT

Estimates must include labor and all materials as specified; no substitutions for materials are allowed unless approved by owner.

I. GENERAL CONDITIONS

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

A. Qualifications

1. Proposals will be considered only from experienced and well-equipped Vendor(s) engaged in work of this type and magnitude.
2. Vendors may be required to submit evidence setting forth qualifications, which entitle his or her company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing of equipment available 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.

B. Guarantee to Accompany Proposal

1. If the proposal is greater than \$30,000.00, Proposals must be accompanied by a certified check or cashier's check or acceptable bid bond in an amount not less than five percent (5%) of the amount proposal per section, and failure to submit a bid bond will be cause for rejection.

C. Authority to Sign

1. The vendor should make sure that the legal proper name of his/her proprietorship, firm, partnership and/or corporation is printed or typed in the space provided on the Schedule of items.

D. Rights Reserved

1. City of Norcross reserves the right to reject all Proposals, to waive informalities or to re-advertise. It is understood that all Proposals are made subject to this agreement, that City of Norcross reserves the right to decide which Proposals it deems lowest and best. In arriving at this decision, full consideration will be given to the reputation of the Proposer, their financial responsibility, and work of this type successfully completed and past performance with the City of Norcross.
2. Proposers are advised to examine the lighting and decorations & maintenance specifications and all accompanied exhibits carefully and to make examinations of the site(s) of the proposed work as are necessary to familiarize themselves with location conditions, which may affect the proposed work. Proposers are also advised to inform themselves fully in regard to conditions under which the work will be performed. The City of Norcross will not be responsible for the Proposers errors or misjudgment, nor for any information on location conditions or general laws and regulations.
3. Any unauthorized additions, conditions, limitations, or provisions attached to the Proposal shall render it informal and may be cause for rejection.

E. Award of Contract

1. The contract will be awarded to the lowest responsive and responsible Proposer whose Proposal will be most advantageous to the City, price and other factors considered. The city is to make the determination.
2. The Proposal evaluation will be made on the following criteria, which are listed in descending order of importance

1. Strength of overall proposal	20 Points
a) Cohesive decorative expression	
b) Clear Understanding of requirements.	
2. Experience with same scale holiday for municipalities	25 Points
a) Number, type, quality, and scale of similar projects	
b) References from past projects	
3. Innovative, creative approaches to rendering the required services	15 Points
4. Proven Experience to complete projects in a timely manner	15 Points

5. Pricing

25 Points

Total Points available**100 Points**

3. Prior to award of the Contract, the successful Proposer will be required to submit a schedule to the City, demonstrating the Proposer's ability to commence and proceed in a timely manner. A Proposer's failure to demonstrate the ability to proceed as required may result in the award to the next lowest, responsive, and responsible proposer, as deemed in the City's best interest.
4. Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, the award of any and/or all the Proposer's contracts to the next lowest responsible bidder or the re-advertisement and re-bidding of any and/or all these contracts.
5. Prior to execution of a Contract, if the contract amount is greater than \$30,000.00, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount per section, must be provided by the successful Proposer by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher and satisfactory to the City of Norcross. Bonds given shall meet the requirements as listed in this RFP package.

F. Production Requirements

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 in order to complete the work according to the Lighting and Decorations specifications in the RFP.

G. Prices and Invoicing Progress Payments and Retainage

1. Prices shall be provided based on the prices and fee 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 Shahin Khalili, Landscape and Beautification Manager @ 345 Lively Ave, Norcross, GA 30071. The invoice shall contain a complete itemization of delivered goods and/or services. The total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' purchase Order Number.
1. The City shall retain a maximum of 10 percent of each progress payment; provided, however, when 50 percent 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 his or her work.

H. Location and Site(s)

1. The site(s) of the proposed work is as provided in the property names and locations table and exhibits in Appendix I. All work is within City limits of the City of Norcross, Georgia.
2. The vendor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated on the drawings or as directed by the Department of Public Works, Utilities and Parks, if applicable.
3. The vendor, before submitting a bid Proposal is required to visit the site(s) and acquaint himself/herself with the actual conditions and the location of any and/or all obstructions that may exist on the site(s). The site(s) visit(s) must be confirmed by the Project Manager.
4. The vendor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

I. Compliance with OSHA Standards and Regulations

The work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto, until the job is completed and accepted by the City of Norcross.

J. Non-Collusion

Vendor(s), by submitting signed 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.

K. Materials

1. Unless otherwise specified in the Contract Documents, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the completion of the Work.
2. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner.

L. Inspection

City of Norcross does not commit to have a full-time inspection or testing of work while in progress or at sources of materials furnished. Any lack of inspection and/or testing will in no way relieve the Vendor of his responsibility to provide quality workmanship in accordance with the specifications. Base placement and subgrade prep will be inspected by the City of Norcross, at the City's cost. Any test ordered under the supervision of the city that fail to meet standards and retesting is required will be at the Vendors expense.

M. Contract Requirements

1. Successful vendor is required to do the following within ten (10) days of Notice:
 - a) Return to Department of Public Works contract documents executed by the authorized representative attested by the corporate secretary treasurer.

- b) Provide Insurance Certificates as specified in the RFP documents.
 - c) Provide bonding as required by the RFP documents
2. Failure to execute the Contract, Contract Performance Bond and Payment Bond, 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 lowest, responsible bidder, or the work may be re-advertised or constructed by City forces. The Contract and Contract Bonds shall be executed in duplicate.

N. Miscellaneous Provisions

1. Schedule: The Vendor shall provide to Shahin.Khalili@norcrossga.net a schedule of activities. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents and/or businesses.
2. Work Hours: No work shall take place on Sunday unless approved by the City of Norcross. The Vendor shall submit to the City of Norcross a written request at least seven (7) days prior to the weekend work. See City Ordinance Sec. 26-22.
3. Detour/Closures: All road closures and detours shall be approved by the Norcross Department of Public Works, Utilities and Parks
4. Disposal of Refuse: The Vendor shall be solely responsible for disposing of materials and shall take into account, before submitting proposal the compliance with the above stated ordinances and regulations. Disposal of debris must be done in a lawful manner, in accordance with all applicable federal, state and/or local laws, statutes, rules, ordinances, and/or regulations. All trash and debris shall be collected and removed from the site(s) on the day of service. The Vendor will not be permitted to burn any of the materials on site(s) or within the boundary limits of Norcross, Georgia. The City is contracted with Waste Management; thus the Vendor must use their services for waste removal.

RFP PACKET CHECKLIST

PROJECT: _____

RFP DATE: _____

Enclosed with this RFP Packet are the following Forms and instructions. Use this checklist to ensure you have properly completed all Forms. You must return the following pages to be eligible for consideration of this project.

- _____ Two Hard Copies & One Electronic Copy of RFP
- _____ RFP Form
- _____ Bid Bond or Certified Check, if bid is over \$30,000
- _____ Certificate of Liability Insurance
- _____ E-Verify Contractor & SAVE Affidavits
- _____ Reference Page
- _____ Ship Proposal to:

City of Norcross
 345 Lively Avenue
 Norcross, GA 30071
 Attn: Matthew Zaki, Director of Public Works, Utilities
 and Parks

References for _____

The Vendor must provide at the time of RFP opening a list of contact numbers, addresses and a contact person from three (3) jobs completed having similar specification within the metro Atlanta area.

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 I

Annual Light & Décor Services

Attachment: Request for Proposal (PWUP 23-01) (23-6738 : Lighting and Holiday Décor Vendor Recommendation)

**CITY OF NORCROSS ANNUAL LIGHTING AND
DECORATIONS MAINTENANCE
TREES, PARKS, & STREETScape LIGHTING**

Services to include all labor necessary to complete work proposed. The services include.

- Contractor to wrap all designated trees in selected areas (both listed below), with color changing, mini-LED light strands. Trees will be wrapped throughout the branching of the tree. These lights and strands will be owned, maintained by the contractor.
- Contractor to visually inspect each tree once a month to ensure that light strands are not too tight due to tree growth; replace light strands that are damaged or dim. Inspection shall be completed during the first week of each month unless alternate schedule agreed to by City representative and the contractor.
 - Unwrap and re-wrap trees as needed to loosen light strands and prune dead, diseased or hazardous branches as needed.
- Visually inspect the roof lighting on Thrasher Park gazebo, Depot, and Cotton Gin to ensure all lights are working and clips are in place.
- Visually inspect the flagpole lighting at the Depot, City Hall, Public Works building, and the Rectory.
- Visually inspect and adjust colors of the 8 up-lights around the rotunda of the City Hall building. Adjustments will be done remotely from an App the contractor will have access to.
- Set-up, move and operate city-owned GOBO projectors with appropriate disc displays as needed per event and holiday.
- Visually inspect all landscape lighting, including:

1) S. Peachtree St.

-Shopside

- 4 crape myrtles
- 18 Chinese Elms
- 2 smaller Crape Myrtles at crosswalk

-Trackside

- 13 Chinese Elms
- 2 Ginkgo
- 4 Maple
- 5 Chinese Pistache
- 2 smaller Crape Myrtles at crosswalk

2) Jones St.

- 4 Chinese Elms
- 6 Eastern Redbuds
- 7 Crape Myrtles
- 1 Chinese Pistache

3) Lawrenceville St.

- 6 crape myrtles

- Step lights, in-grade and above-grade up-lights, and column top lights for Thrasher Park, Lillian Webb Park, and Betty Mauldin Park.
- Lighting behind City Hall.

- Bollards at Lillian Webb Park and along sidewalk next to Iron Horse Tavern parking lot.
- Walkway and up-lights at the Rectory, up-lights on signage at Lionheart, up-lights at the Welcome Center, and up-lights at Thrasher Park EDC monument.
- Lighting on the signage along Lawrenceville Street.
- Strand and bulbs over Skin Alley
- Lights around perimeter of raised planters at the library plaza.
- Services to include one call a month for emergency repairs.
- Services include replacement of light strands or drivers; replacements that are not covered in this scope will require prior approval before replacing.
- Services does not include replacement* of photocells, outlets, power boxes, fixtures, or lamps; replacements will be billed as required.

Rent/Install/Maintenance Costs: _____

* Each bid should include cost for the city of Norcross to rent the year-round landscaping/tree wrapping lights from contractor. All tree wrapping lights will need to be color changing, mini-LED bulbs, capable of being changed to a wide range of colors. This is separate from the seasonal Christmas/Holiday lighting and decorations in which the city of Norcross owns.

Examples of expectations-



Appendix II

City-Wide Christmas Services

Attachment: Request for Proposal (PWUP 23-01) (23-6738 : Lighting and Holiday Décor Vendor Recommendation)

City of Norcross Christmas Lighting and Decoration locations

Costs for the areas listed below must include setup, installation, maintenance, and takedown, All Christmas/Seasonal lights and decorations in this category are already owned by the city.

Discovery Garden Park-

- Multicolor garland (8 strands) swagged on both sides' arbor with (10) Bows.
- 24" LED wreaths on the each of the two columns at the 3 entrances with bows.
- Canopy wrap the Spruce with MC LED mini lights.
- Install icicle lights on the pavilion roof.
- Install a LED wreath on the light pole.

Reuse Costs: _____

Welcome Center-

- Install LED icicle lights on the front.
- Install 4 LED wreaths on the front porch windows.

Reuse Costs: _____

Cotton Gin-

- Install a 72" LED wreath on the front of the building.
- Install (1) 48" and (7) 36" LED wreaths on the building facing City Hall. (4 on windows of top floor, 3 in between windows on bottom floor)

Reuse Costs: _____

City Hall-

- 18" garland on city hall front
- 24" Bows (10)
- Install (9) 96" LED wreaths on the front of the rotunda.

Reuse Costs: _____

Betty Mauldin Park-

- Install (~30) Supernova 4' warm and cool white LED hanging lights with motion in the large Elm tree.
- Install garland with bows on the bell tower.

Reuse Costs: _____

Heritage Park-

- Install (5) 9' full LED trees on Heritage hillside above the wall.
- Install Supernova (~26) 4' warm and cool white LED hanging lights with motion in the trees around the park.
- Install a LED wreath on the Lionheart wall.

Reuse Costs: _____

Garland/Wreaths-

- Install 36" LED wreaths on all the decorative poles on HB, South Peachtree, Park, Jones, Lawrenceville St, Britt, College, and Skin Alley.
- Install unlit garland on all the benches along HB, South Peachtree, Park, Jones, Lawrenceville St, Britt, College, and Skin Alley.

Reuse Costs: _____

Lillian Webb Park-

- Wrap 6 Crape Myrtles with R/W LED mini lights in front of platforms/stairs.
- Install LED icicles on the pergolas by the splashpad.
- Install the Three Arches on the splashpad.
- Gazebo- Install 9'x14" LED garland on the arches.
- Canopy the large Arborvitae trees by the gazebo with LED mini lights.
- Install icicle lights on the bathroom building.
- Install LED wreaths on the stone columns on college Street.
- Branch wrap the Crape Myrtle trees on College with LED mini lights.
- Branch wrap the trees along the top of the wall in the tree beds with LED mini lights.
- Wrap ~9 Black Gum trees by library turnaround with LED multi color mini lights.
- Wrap canopy of 3 Water Oaks off Britt Ave. with single color mini-LED lights.
- Wrap 3 Crape Myrtles on corner of Britt Avenue with multicolor mini-LED lights

Reuse Costs: _____

Holcomb Bridge Road-

- Branch wrap all the trees on both sides from Buford Hwy to S. Peachtree with R/G/W LED mini light.
- Install Large Potted Poinsettia's at the corner of HB and S Peachtree with lights.
- Install the Gobo Projector on the side of Dominick's.

Reuse Costs: _____

South Peachtree Street-

- Branch wrap the 4 Crape myrtles at the crosswalk with different color LED mini lights.
- Install a group of artificial trees (3 large, 2 small) with Gold/Silver ornaments in the lawn on the side of the Depot.
- Install LED wreaths on the columns at Veteran's Park
- Install the large projector on the Masonic Lodge upper fascia.

Reuse Costs: _____

Skin Alley/Jones-

- Install Lit gift boxes on the luggage cart on skin alley.
- Install 2 tower trees with lights along skin alley.
- Install 4 special (white and metal) wreaths on the skin alley poles and compactor.
- Install icicle lights on the compactor roof.
- Install large Santa and group of 3 tower trees at Jones.
- Branch wrap the Maddox Crape myrtle trees along Skin alley.
- Install the Gobo projector on the side of the old bank.

Reuse Costs: _____

Thrasher Park

-

- Install LED wreaths on the columns at the corner entrances.
- Install LED light on the roof of the bathroom building.
- Install icicle lights on the bandshell roof.
- Install garland and wreaths on the bandshell stage wall.
- Hang large snowflakes in the large trees.
- Install icicle lights on the gazebo.

Reuse Costs: _____

Rossie Brundage Park -

- Install (~26) Supernova 3-4' hanging LED lights with motion in the trees of the park.
- Install 36" LED wreaths on the light poles around the park.

Reuse Costs: _____

Pinnacle Park-

- Install LED icicle lights on the two gazebos.
- Install an LED MC wreath on the bathroom building.

Reuse Costs: _____

College Ave.-

- All trees in planters wrapped with multicolor mini-LED lights.

Reuse Costs: _____

Rectory Building-

- Install 3 LED wreathes on wall facing the Cultural Arts building.

Reuse Costs: _____

Appendix III

City Hall Lighting Schedule

Attachment: Request for Proposal (PWUP 23-01) (23-6738 : Lighting and Holiday Décor Vendor Recommendation)

City Hall Lights						
App: Inspiration 2.0 PW: NorcrossCityH1						
Event	Holiday Date	Event Date (if applicable)	Start	End	Color(s)	
SEC Championship	9-Jan		10-Jan	13-Jan	L1 - L8	Red
MLK Day	16-Jan		13-Jan		L1, L2, L3	Red
					L4, L5	White
					L6, L7, L8	Blue
Valentine's Day	14-Feb	2/10 & 2/11	9-Feb	16-Feb	L1, L3, L5, L7	Red
					L2, L4, L6, L8	Pink
St Patrick's Day	17-Mar	18-Mar	16-Mar	20-Mar	L1 - L8	Green
Autism Awareness	2-Apr		30-Mar	3-Apr	L1 - L8	Blue
Easter	9-Apr	8-Apr	7-Apr	10-Apr	TBD	
PD Week	5/14 - 5/20		15-May	19-May	L1 - L8	Blue
Memorial Day	29-May	29-May	25-May	30-May	L1, L2, L3	Red
					L4, L5	White
					L6, L7, L8	Blue
Bluesberry		24-Jun	22-Jun	26-Jun	L1 - L8	Blue
4th of July	4-Jul	3-Jul	29-Jun	6-Jul	L1, L2, L3	Red
					L4, L5	White
					L6, L7, L8	Blue
Purple Heart	7-Aug	4-Aug	3-Aug	8-Aug	L1 - L8	Purple
September 11th	11-Sep	11-Sep	8-Sep	12-Sep	L1, L2, L3	Red
					L4, L5	White
					L6, L7, L8	Blue
Halloween	TBD					
Veterans Day	11-Nov	11-Nov	9-Nov	13-Nov	L1, L2, L3	Red
					L4, L5	White
					L6, L7, L8	Blue
Christmas	25-Dec	1-Dec	27-Nov	2-Jan	L1, L3, L5, L7	Red
					L2, L4, L6, L8	Green

Appendix IV

Downtown Décor Schedule

Attachment: Request for Proposal (PWUP 23-01) (23-6738 : Lighting and Holiday Décor Vendor Recommendation)

Event	Event Date	Lighting	Locations	Install	Plug In	Uninstall
Valentine's	2/10/23 & 2/11/23	Small Projector	Community Center	8-Feb	10-Feb	14-Feb
		Large Projector	Masonic Lodge			
		Small Projector	Dominick's			
		Tree Lights	Rectory			
St Patrick's Day	3/18/2023	Small Projector	Dominick's	9-Mar	11-Mar	21-Mar
		Large Projector	S Peachtree			
Memorial Day	5/29/2023	2 Wreaths	Lillian Webb Park	25-May	N/A	30-May
		2 Wreaths	Bell Tower			
		2 Wreaths	Veterans Park			
		2 Wreaths	Thrasher Park			
		Small Projector	Masonic Lodge	22-May	25-May	
		Tree Lights	Jones st			
Red, White, & Boom	7/3/2023	Small Projector	Masonic Lodge	N/A	30-Jun	6-Jul
		Tree Lights	Jones St			
		Tree Lights	4 Crosswalk trees	27-Jun		
		2 Wreaths	Lillian Webb Park	30-Jun	N/A	
		2 Wreaths	Bell Tower			
		2 Wreaths	Veterans Park			
		2 Wreaths	Thrasher Park			
Purple Heart	8/4/2023	2 Ribbons	Lillian Webb Park	1-Aug	N/A	7-Aug
		2 Ribbons	Bell Tower			
		2 Ribbons	Veterans Park			
		2 Ribbons	Thrasher Park			
September 11th	9/11/2023	2 Wreaths	Bell Tower	8-Sep		12-Sep
Veterans Day	11/11/2023	2 Wreaths	Veterans Park	10-Nov		14-Nov
Christmas	12/1/2023	Refer to Appendix II				

Appendix V

Inspiration Control System App instructions



INSPIRATION CONTROL SYSTEM

Solid State LED Color Tuning

TOOLS NEEDED:



Inspiration Control System on iOS Device

By Others

PLEASE REVIEW THE IMPORTANT SAFETY INFORMATION BEFORE OPERATING YOUR FIXTURE(S) WITH THE INSPIRATION CONTROL SYSTEM MOBILE APPLICATION.

INSTRUCTIONS PERTAINING TO A RISK OF FIRE, OR INJURY TO PERSONS IMPORTANT SAFETY INSTRUCTIONS

Lighted lamp is HOT!
WARNING - To reduce the risk of FIRE OR INJURY TO PERSONS:

Turn off/unplug and allow to cool before replacing lamp.

Lamp gets HOT quickly! Contact only switch/plug when turning on.

Do not touch hot lens, guard, or enclosure (see diagram/picture).

Keep lamp away from materials that may burn. Do not touch the lamp at any time. Use a soft cloth. Oil from skin may damage lamp.

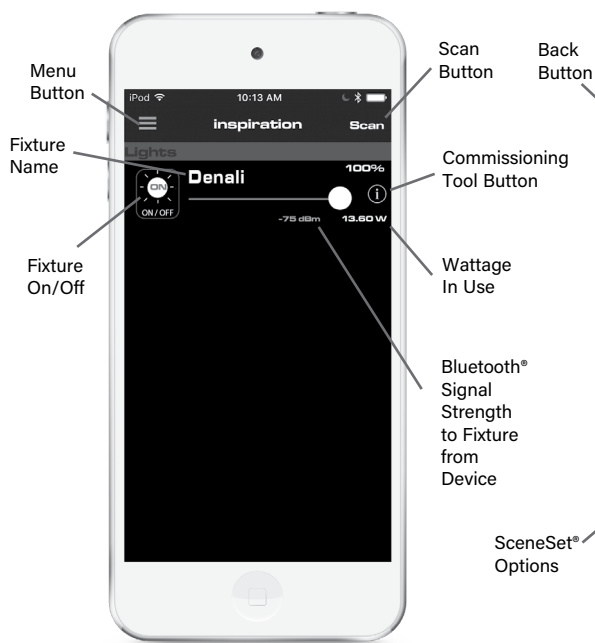
Do not operate the luminaire fitting with a missing or damaged shield.

SAVE THESE INSTRUCTIONS

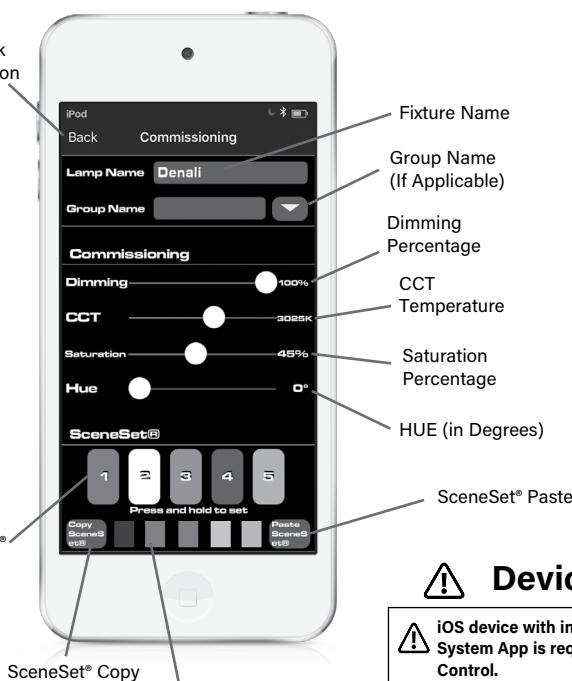
IMPORTANT SAFETY INFORMATION - READ, FOLLOW, AND SAVE ALL SAFETY AND INSTALLATION INSTRUCTIONS

- Product must be installed by a qualified person in a manner consistent with its intended use and in compliance with the National Electrical Code, Canadian Electrical Code, and all Local and Provincial Codes.
- Follow product label information and instructions.
- Qualified Personnel must perform all servicing or relamping of this product.
- Before wiring to power supply and during servicing or relamping, turn off power at fuse or circuit breaker before service.
- The use of accessory equipment not recommended by the manufacturer or installed contrary to instructions may cause an unsafe condition. The use of damaged components may cause an unsafe condition and void product warranty.
- Do not block light emanating from product in whole or part as this may cause an unsafe condition.
- Never operate the fixture with missing or damaged lens. Lens must be cleaned on regular basis.
- Entire fixture may become extremely hot. Do not touch lens or fixture body. Do not touch the lamp at any time. Use a clean, dry, soft cloth to handle the lamp. Oil from skin may damage the lamp and cause it to rupture.
- Replace lamp only with correct wattage and type of lamp marked on fixture label.
- All gaskets, o-rings and sealing surfaces must be kept clean during installation and service; failure to do this may cause an unsafe condition and void product warranty.

Main Menu Screen



Commissioning Tool Screen



Device Requirement



iOS device with installed Inspiration Control System App is required for Bluetooth® Wireless Control.

Bluetooth® version 4.0 or higher required.

iOS Devices:

iPhone - iPhone 4s or newer
iPad - 3rd Gen iPad or newer
iPad Mini
iPad Air
iPod - iPod Touch 5th Gen or newer

iTunes®, iPad mini®, iPad Air®, iPod® are trademarks of Apple Inc. Bluetooth® is a registered trademark of Bluetooth SIG, Inc.

IMPORTANT SAFETY INFORMATION - READ, FOLLOW, AND SAVE THESE INSTALLATION INSTRUCTIONS

B-K LIGHTING

40429 Brickyard Drive • Madera, CA 93636 • USA
559.438.5800 • FAX 559.438.5900
www.bklighting.com • info@bklighting.com

RELEASED
09/29/2020

REFERENCE NUMBER
INS-2504-00

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION OF B-K LIGHTING, INC. AND ITS RECEIPT OR POSSESSION DOES NOT CONVEY ANY RIGHTS TO REPRODUCE, DISCLOSE ITS CONTENTS, OR TO MANUFACTURE, USE OR SELL ANYTHING IT MAY DESCRIBE. REPRODUCTION, DISCLOSURE OR USE WITHOUT SPECIFIC WRITTEN AUTHORIZATION OF B-K LIGHTING, INC. IS STRICTLY FORBIDDEN.

Packet Pg. 171

Attachment: Request for Proposal (PWUP 23-01) (23-6738 : Lighting and Holiday Décor Vendor Recommendation)

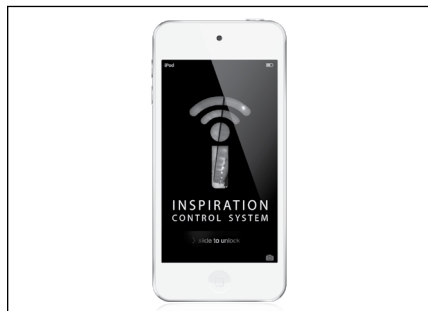


INSPIRATION CONTROL SYSTEM

Solid State LED Color Tuning

⚠️ iOS device (Not Included) with installed B-K Lighting Inspiration Application required for use.

Wireless Bluetooth® Controls with Inspiration Application



Download the Inspiration™ App from the iTunes® App Store and install. Check device for compatibility. Device with Bluetooth® version 4.0 or higher is required.

iOS Devices:

- iPhone** - iPhone 4s or newer
- iPad** - 3rd Gen iPad or newer
 - iPad Mini
 - iPad Air
- iPod** - iPod Touch 5th Gen or newer

CREATE ACCOUNT

1. Create a new account by entering desired user name (email address) and password. Hit the 'next' button.
2. Confirm password by entering it again. Hit the 'Confirm' button to continue.

LOG IN WITH AN ACCOUNT

3. Log in to an existing account by entering in your user name (email address) and password.

Inspiration Application Home Screen



1. Ensure fixtures that are part of the Inspiration Control System are powered on. Application will scan for available fixtures upon login.
2. If additional fixtures need to be scanned, press the 'scan' button on upper right, and the application will re-scan for all available fixtures.

⚠️ Note: Bluetooth® must be available and powered on operating device. iOS device must be within signal range of fixture for wireless operation.

3. Intensity is controlled via the slider on the application home screen. Holding circle and dragging will adjust dimming amount. Pressing and holding circle will bring up numeric keypad for direct entry of dimming percentage.

ICONS ON RIGHT OF SLIDER

GREEN - If icon is green, press icon to continue to commissioning tool screen.

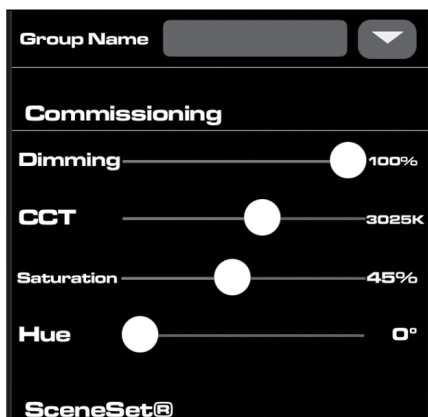
RED ICON- If icon is red, account is not logged in, the fixture is locked by another account, and cannot be controlled.

MAGENTA ICON- If the icon is magenta, the fixture is assigned to logged in user name, but under a different password. The fixture cannot be controlled until proper password is entered.

Signal Range:

Denali Series™ - Up to 5ft from fixture location
Nite Star Series™ - Up to 40ft from fixture location

Commissioning Tool Screen



1. The dimming range is detected automatically. Tapping on side of slider will adjust dimming percentage.

Pressing and holding circle on slider will bring up numeric keyboard for direct entry.

⚠️ Note: Adjust-e-Lume® fixtures will not have CCT, Saturation or Hue options available.

2. The CCT range is detected automatically. Tapping on side of slider will adjust CCT. Pressing and holding circle on slider will bring up numeric keyboard for direct entry.

⚠️ Note: When adjusting CCT, Hue and Saturation must both be set to 0.

3. Saturation adds gradients of color to a white point. It can be adjusted in increments of 1%, from 0% to 100%. Tapping on side of slider will adjust Saturation.

Pressing and holding circle on slider will bring up numeric keyboard for direct entry.

4. Hue enables different colors to be added to light in values from 1 to 60 in increments of 1 degree.

Tapping on side of slider will adjust Hue. Pressing and holding circle on slider will bring up numeric keyboard for direct entry.

RENAMING FIXTURE(S)

5. Tap name of fixture to bring up keyboard. Rename as needed, then hit 'done'.

**IMPORTANT SAFETY INFORMATION LISTED ON REVERSE
READ, FOLLOW, AND SAVE ALL SAFETY AND INSTALLATION
INSTRUCTIONS**



B-K LIGHTING

40429 Brickyard Drive • Madera, CA 93636 • USA
559.438.5800 • FAX 559.438.5900
www.bklighting.com • info@bklighting.com

RELEASED
09/29/2020

REFERENCE NUMBER
INS-2504-00

Packet Pg. 172

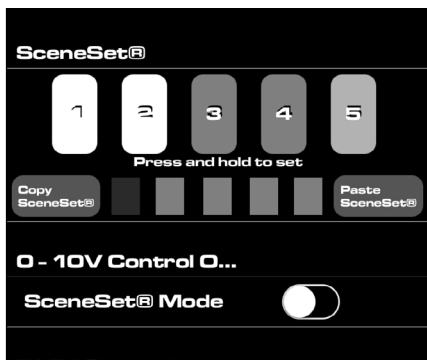


INSPIRATION CONTROL SYSTEM

Solid State LED Color Tuning

⚠️ iOS device (Not Included) with installed B-K Lighting Inspiration Application required for use.

SceneSet®



SceneSet®

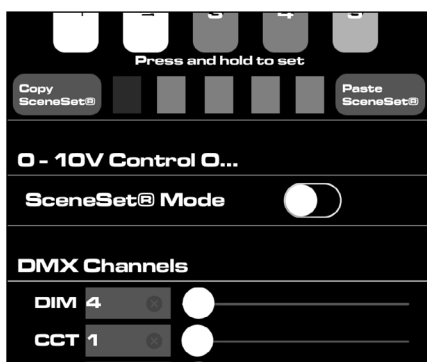
SceneSet® allows for up to five scenes to be programmed into the lamp, then recalled by tapping one of the SceneSet® buttons.

1. To save a scene, set fixture to desired settings. Press and hold one of the SceneSet® buttons until either a beep is heard or the device vibrates. The button will then display the dominant color of the scene as a visual cue.
2. If fixture is assigned in a group, the 'Apply to Group' button is displayed. Tapping the button will apply scene to entire group.

COPY and PASTE SceneSet® FEATURES

1. The 'Copy SceneSet®' button will copy all 5 current color scenes, and display them in smaller rectangles below.
2. Select fixture to copy to from the main screen, then select scene. Hit 'Paste SceneSet®' button.

SceneSet® 0-10V Control Option

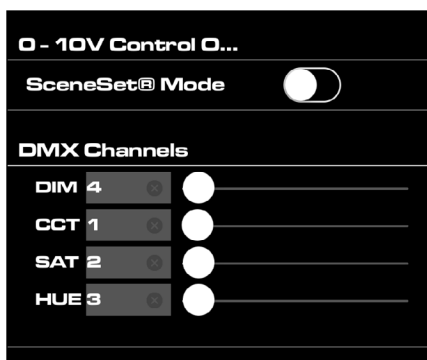


SceneSet®

SceneSet® allows for 0-10V Control Options if selected.

To switch between SceneSet® mode with 0-10V controls or not, simply toggle the option with a tap of the button.

DMX Channels



DMX Channels Setup

The Inspiration application allows for setting DMX channels for Dimming, CCT, Saturation and Hue.

To set a channel number for each of the options, press and hold circle, then slide to the desired channel or tap on the number box to bring up numeric keyboard for direct entry.

The channel number in the Inspiration application **must** match the equivalent channel number in the DMX control panel in order to work correctly.

Remainder of the setup takes place in the DMX control panel.

NOTE:

If fixture was not ordered for use with a DMX system, then fixture is not supplied with DMX connector and will NOT support this set up tool.

**IMPORTANT SAFETY INFORMATION LISTED ON REVERSE
READ, FOLLOW, AND SAVE ALL SAFETY AND INSTALLATION
INSTRUCTIONS**

B-K LIGHTING

40429 Brickyard Drive • Madera, CA 93636 • USA
559.438.5800 • FAX 559.438.5900
www.bklighting.com • info@bklighting.com



RELEASED
09/29/2020

REFERENCE NUMBER
INS-2504-00

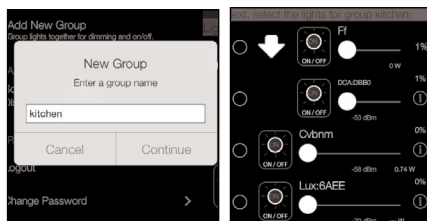
Packet Pg. 173

INSPIRATION CONTROL SYSTEM

Solid State LED Color Tuning



Creating Groups



CREATING GROUPS

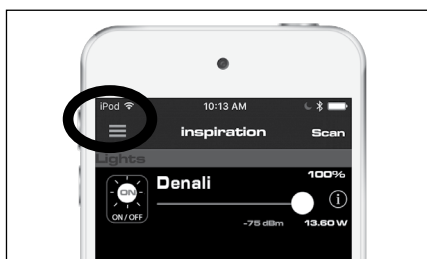
1. To add a new group, log into your account. Access the menu on the upper left side.
2. The option to 'Add New Group' appears on the screen. You must be logged in for this option to appear. Click the 'Add New Group' button.
3. Name new group. Select fixtures belonging to the group. Application will take you to the main screen to select fixtures. Fixtures in a group will be indented on the main screen.

Note: Only fixtures with the same module can be grouped together.

DELETING GROUPS

1. To delete a group, go to the Commissioning Screen. Select the group name, then hit 'Cancel'. This will delete the group. The fixture should no longer associated with a group.

Additional Menu Options



OPTIONS MENU

Log into your account. Access the menu on the upper left side.

Discovery Distance - This option changes the discovery distance. When commissioning fixtures, reducing the discovery distance enables connection to the closest lamp.

Logout - This option logs the user out of the current account.

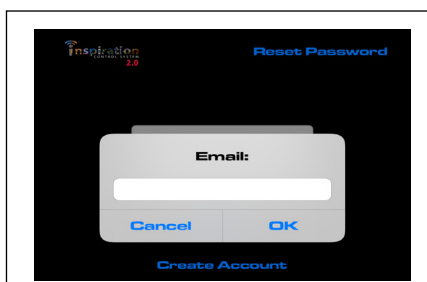
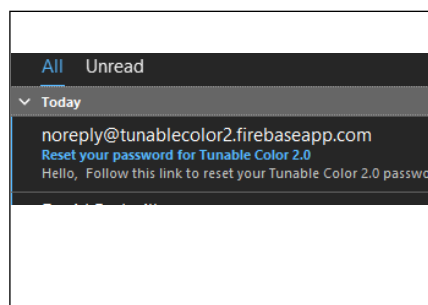
Change Password - This option only shows when logged in. Changing the password will change the current account password. This will securely lock the fixtures commissioned with the original password, and the icons for those lamps on the main screen will change to magenta.

Note: To change the locked fixtures, enter the original account password.

Resetting Your Account Password

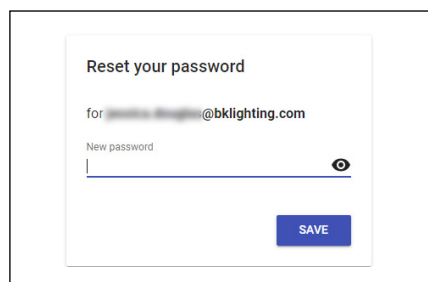


1. Tap "Reset Password" in the upper right corner of the Sign In screen.
2. Enter the email address associated with your Inspiration 2.0 account, then tap "OK" to be sent a password reset link to the email address entered.
3. You will receive an email from noreply@tunablecolor2.firebaseio.com with a password reset link. Clicking the link will prompt you to enter a new password and save it. You will then be able to login with the associated email and new password.



ACCOUNT & PASSWORD RESET

For a full account reset please contact the B-K Lighting technical sales department at
(559) 438-5800.



**IMPORTANT SAFETY INFORMATION LISTED ON REVERSE
READ, FOLLOW, AND SAVE ALL SAFETY AND INSTALLATION
INSTRUCTIONS**

B-K LIGHTING

40429 Brickyard Drive • Madera, CA 93636 • USA
559.438.5800 • FAX 559.438.5900
www.bklighting.com • info@bklighting.com



RELEASED
09/29/2020

REFERENCE NUMBER
INS-2504-00

Packet Pg. 174

Criteria	Max Score
Price	25
Experience with same scale work	25
Strength of overall proposal	20
Innovation & Creativity	15
Proven experience to complete projects timely	15
Total	100

	SAVA	Carter 1
Criteria	Score	Score
Price	14.67	22.67
Experience with same scale work	16.67	16.00
Strength of overall proposal	14.67	16.00
Innovation & Creativity	7.33	10.67
Proven experience to complete projects timely	13.33	15.67
Total Score	66.67	81.00

Agreement for Citywide Lighting & Decorations Services & Maintenance

This Agreement for Citywide Lighting, Decorations Services, and Maintenance performed in the City of Norcross ("Agreement") shall be effective as of the 6th day of July 2023 between the City of Norcross in the State of Georgia AND Carter 1 Enterprises. The City of Norcross and Carter 1 Enterprises shall be known collectively as the "Parties".

WITNESSETH

RECTITATIONS

WHEREAS the Parties entered into an agreement for Citywide Lighting & Decorations Services & Maintenance on the 6th day of July 2023 for the purposes set forth.

WHEREAS, this Agreement shall be made effective on the 6th day of July, 2023.

Wherefore in consideration for the execution of this agreement THE PARTIES AGREE AS FOLLOWS:

1. The designated scope of work to be completed by Carter 1 Enterprises is hereto included in Exhibit A.

1. Services to Be Performed

Carter 1 Enterprises agrees to perform the services described in Exhibits A as outlined in this Agreement below.

Exhibit A

I. City of Norcross Christmas Lighting, and Decoration
All Christmas holiday lighting and decorations will be set-up, installed, maintained, taken down, and properly stored for the following locations:

Discovery Garden Park

- Multicolor garland (8 strands) swagged on both sides' arbor with (10) Bows.
- 24" LED wreaths on the each of the two columns at the 3 entrances with bows.
- Canopy wrap the Spruce with MC LED mini lights.

- Install icicle lights on the pavilion roof.
- Install a LED wreath on the light pole.

Welcome Center

- Install LED icicle lights on the front.
- Install LED wreaths on the front porch windows.

Cotton Gin

- Install a 72" LED wreath on the front of the building.
- Install 48" and 36" LED wreaths on the building facing City Hall.

City Hall

- 18" garland on city hall front
- 24" Bows (10)
- Install (9) 96" LED wreaths on the front of the rotunda

Mauldin Park

- Install Supernova 4' warm and cool white LED hanging lights with motion in the large Elm tree.
- Install garland with bows on the bell tower.

Heritage Park

- Install (5) 9' full LED trees on Heritage hillside above the wall.
- Install Supernova 4' warm and cool white LED hanging lights with motion in the trees around the park.
- Install a LED wreath on the Lionheart wall.

Garland/Wreaths

- Install 36" LED wreaths on all the decorative poles on HB, South Peachtree, Park, Jones, Lawrenceville St, Britt, College, and Skin Alley.
- Install unlit garland on all the benches along HB, South Peachtree, Park, Jones, Lawrenceville St, Britt, College, and Skin Alley.

Webb Park

- Wrap 6 Crape Myrtles with R/W LED mini lights.
- Install LED icicles on the pergolas by the splashpad.
- Install the Three Arches on the splashpad.
- Gazebo- Install 9'x14" LED garland on the arches.
- Canopy the large Arborvitae trees by the gazebo with LED mini lights.
- Canopy the evergreen on Britt with LED mini lights.
- Install icicle lights on the bathroom building.
- Install LED wreaths on the stone columns on College St.
- Branch wrap the Crape Myrtle trees on College with LED mini lights. Branch wrap the trees along the top of the wall in the tree beds with LED mini lights.

Holcomb Bridge

- Branch wrap all the trees on both sides from Buford Hwy to S. Peachtree with WG/W LED mini light.
- Install Large Potted Poinsettia's at the corner of HB and S Peachtree with lights.
- Install the Gobo Projector on the side of Dominicks.

S. Peachtree

- Branch wrap the 4 Crape myrtles at the crosswalk with different color LED mini lights.
- Install a group of artificial trees with Gold/Silver ornaments in the lawn on the side of the Depot.
- Install LED wreaths on the columns at Veteran's park
- Install the large projector on the Masonic Lodge upper fascia.

Skin Alley/Jones

- Install Lit gift boxes on the luggage cart on skin alley.
- Install tower trees with lights along skin alley.
Install special wreaths on the skin alley poles.
- Install special wreaths on the skin alley poles.
- Install icicle lights on the compactor roof.
- Install large Santa and group of tower trees at Jones.
- Branch wrap the Maddox Crape myrtle trees along Skin alley.
- Install the Gobo projector on the side of the old bank.

Thrasher

- Install LED wreaths on the columns at the corner entrances.
- Install LED light on the roof of the bathroom building.
- Install icicle lights on the bandshell roof.
- Install garland and wreaths on the bandshell stage wall.
- Hang large snowflakes in the large trees Install icicle lights on the gazebo.

Rossie Brundage

- Install Supernova 3-4' hanging LED lights with motion in the trees of the park.
- Install 36" LED wreaths on the light poles around the park.

Pinnacle Park

- Install LED icicle lights on the two gazebos.
- Install an LED MC wreath on the bathroom building.

College Avenue

- All trees in planters wrapped with multicolor mini-LED lights.

Rectory Building

- Install 3 LED wreaths on wall facing the Cultural building

- The seasonal lighting will be in place no later the 24th day of November 2023.

- Carter 1 Enterprises will complete the above scope of work and install the above-mentioned Christmas decorations exactly as listed and detailed in this document. We will notify the city of outages within 24hrs and upon the city's approval we will proceed with repair via our on staff, licensed electrician. At the conclusion of the Christmas holiday season, our company will take down, label, and properly store all items in the city's designated area of storage area and bins.
- All work shall be completed in compliance with OSHA safety requirements and regulations.
- Carter 1 Enterprises agrees to provide all necessary labor, materials, and equipment as required by the scope of work to fulfill the services.
- Our company shall use reasonable skill, care, and diligence in performing the services and shall adhere to industry standards.

Exhibit B

II. Annual Lighting and Decorations maintenance trees, parks, and streetscape lighting

- The city of Norcross will rent year-round company-owned landscaping, color-changing, mini-LED bulbs tree wrapping lights and strands from Carter 1 Enterprises throughout the duration of the contract.
- Carter 1 Enterprises will wrap the lights throughout the branches of all designated trees (in the selected areas as outlined below) with color changing, mini-LED light strands. Trees will be wrapped throughout the branching of the tree (not the trunk) with sensitivity and safety precaution for the health of the tree.
- We will conduct a monthly check and inspection of trees no later than first week of month or by the City designated schedule to ensure that light strands are prohibiting the growth of tree; replace light strands that are damaged or dim.
- Carter 1 Enterprises will unwrap, prune dead, diseased or hazardous branches as needed; re-wrap trees as needed to loosen light strands.
- All LED light strands will be installed, maintained, and replaced if in nonworking or damaged condition by Carter 1 Enterprises. We will visually inspect all landscape lighting including:

S. Peachtree St.

Shop side

4 crape myrtles;

18 Chinese Elms;

2 Crape Myrtles at crosswalk;

Track side

13 Chinese Elms;

2 Ginkgo;
 4 Maple;
 5 Chinese Pistache
 2 Crape Myrtles at crosswalk

Jones St.

4 Chinese Elms
 6 Eastern Redbuds
 7 Crape Myrtles
 1 Chinese Pistache

Lawrenceville St.

6 Crape Myrtles

- Step lights, in-grade and above-grade up-lights, and column top lights for Thrasher Park, Lillian Webb Park, and Betty Mauldin Park.
 - Lighting behind City Hall.
 - Bollards at Lillian Webb Park and along sidewalk next to Iron Horse Tavern parking lot.
 - Walkway and up-lights at the Rectory, up-lights on signage at Lionheart, up-lights at the Welcome Center, and up-lights at Thrasher Park EDC monument.
 - Lighting on the signage along Lawrenceville Street.
 - Strand and bulbs over Skin Alley
 - Lights around perimeter of raised planters at the library plaza.
 - Our company will visually inspect the roof lighting on Thrasher Park gazebo, Depot, and building, and the Rectory.
 - Cotton Gin and make sure that all lights are working and clips are in place.
 - Visually inspect and adjust colors of the 8 up-lights around the rotunda of the City Hall building. Adjustments will be done remotely from an App City's designated app
 - Set-up, move and operate city-owned GOBO projectors with appropriate disc displays as needed per event and holiday.
-
- *Services to include one call a month for emergency repairs.*
 - *Services include replacement of light strands or drivers; for replacements that are not covered in this scope we will contact the city approval for work not covered in this scope prior to replacing.*
 - *Services does not include replacement* of photocells, outlets, power boxes, fixtures, or lamps; replacements will be billed as required.*

Cost**Total:** \$99,502.00**50% Deposit Required**

Carter 1 Enterprises agrees to install, maintain, and/or take down the lights/décor for the Christmas Decorations as well as the Annual Lighting and decorations exactly as listed above throughout for the designated trees, parks, and streetscape lighting in the City of Norcross. We will make repairs for outages a top priority and make necessary repairs within 24-48 hrs. No new materials will be installed.

The City of Norcross agrees to pay Carter 1 Enterprises in the said amount of \$99,502.00 for its services.

This agreement may be renewed for the year 2024 for the Annual Lighting, Decorations, and maintenance in a separate amendment.

By signing this proposal, the Parties adhere to the terms of this agreement:

City of Norcross, GEORGIA

By: _____

CRAIG NEWTON, Mayor
City of Norcross, Georgia

ATTEST:

Printed Name
City Clerk

APPROVED AS TO FORM:

Printed Name
City Attorney

Attachment: Citywide Norcross Lighting and Decoration Contract (23-6738 : Lighting and Holiday Décor Vendor Recommendation)

Carter 1 Enterprises

By: _____

Printed Name

ATTEST:

Signature

APPROVED AS TO FORM:

Printed Name



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6740	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	6/5/2023 6:30 PM	In Control:	Policy Work Session
Title:	Invitation to Bid - Street Striping and Markings		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - ITB Striping and Markings](#)
2. [Map \(showing all roadways recommended for striping\)](#)
3. [SPECS](#)
4. [Norcross Striping 2023 Bid Schedule](#)

Title

Invitation to Bid - Street Striping and Markings

Drafter

John Davis

Motion

A motion Approve/Deny staff moving forward with an Invitation to Bid (ITB) for Street Striping and Markings.



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

Agenda Report

To: Mayor and Council

From: John Davis, Public Works Superintendent

Meeting Date: June 5, 2023 – Mayor and Council

Item No.: 23 - 6740

Title: ITB - Street Striping and Markings

CC: Eric Johnson, City Manager

Recommendation

Public Works is seeking approval to move forward with an Invitation to Bid (ITB) for Street Striping and Markings.

Background

This project will consist of re-striping crosswalks, stop bars, bolder lines, and double yellow lines throughout the City. This will provide information about conditions ahead and separate traffic flowing in opposite directions.

Financial Impact

This project will be funded by the 2017 SPLOST grant fund.

Consistent with Comprehensive Plan?

Yes. GOAL 3 Increase Opportunities for Travel via Different Modes within and Outside the Community.

Policy 3-4: Enhance the existing roadway network to improve safety and limit congestion.

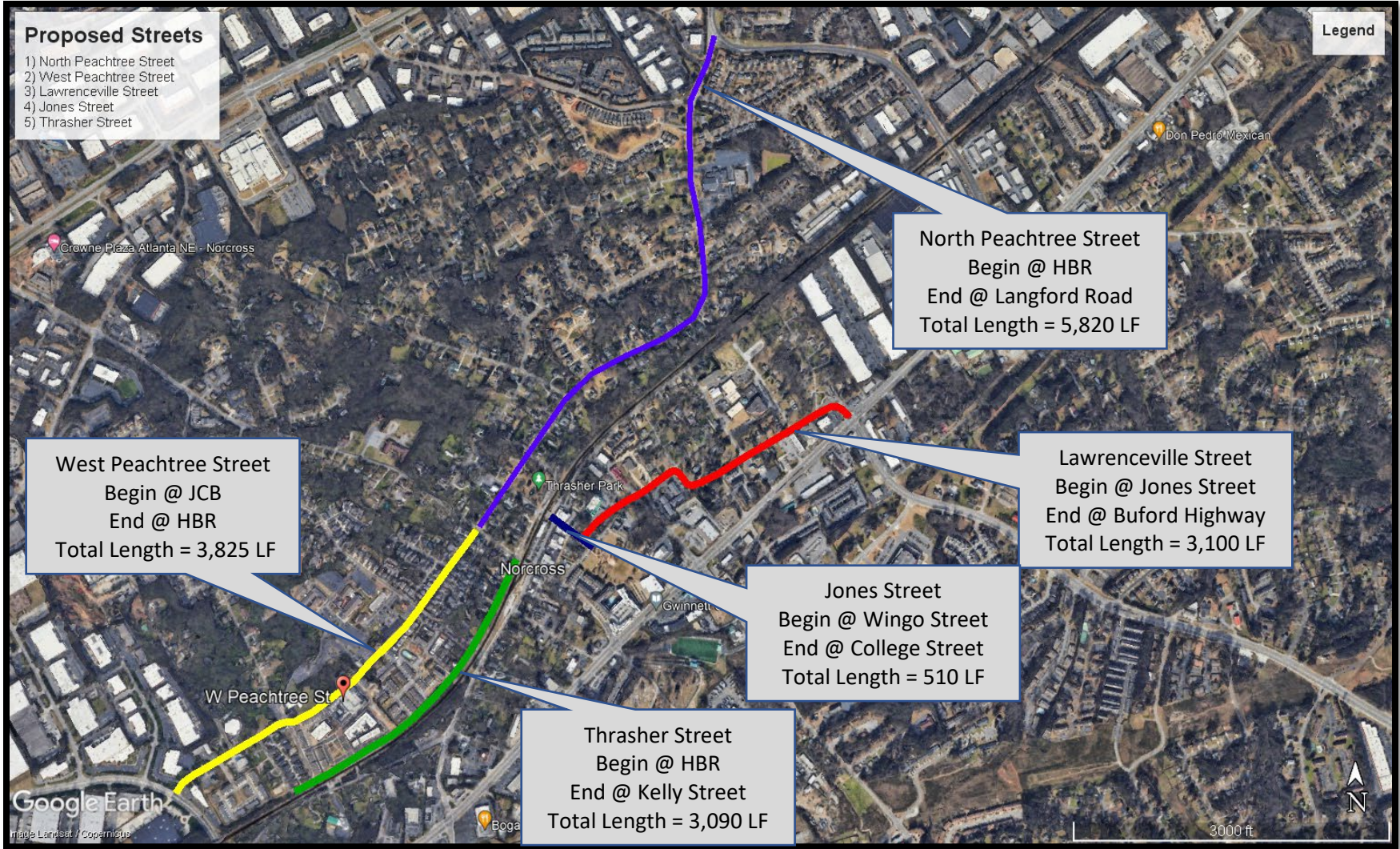
The Restriping Project is to provide pavement markings and visibility for the safety of roadway users, by indicating which part of the road to use.

Next Steps:

Staff will create and advertise an ITB on all platforms and begin requesting bids from contractors.

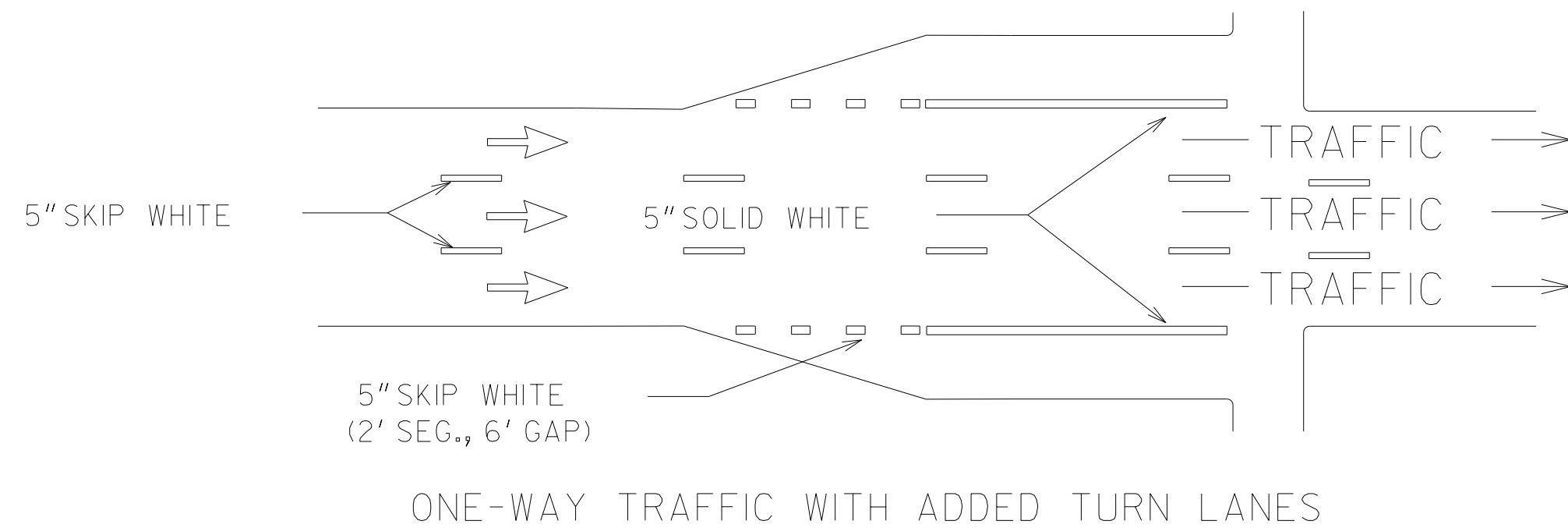
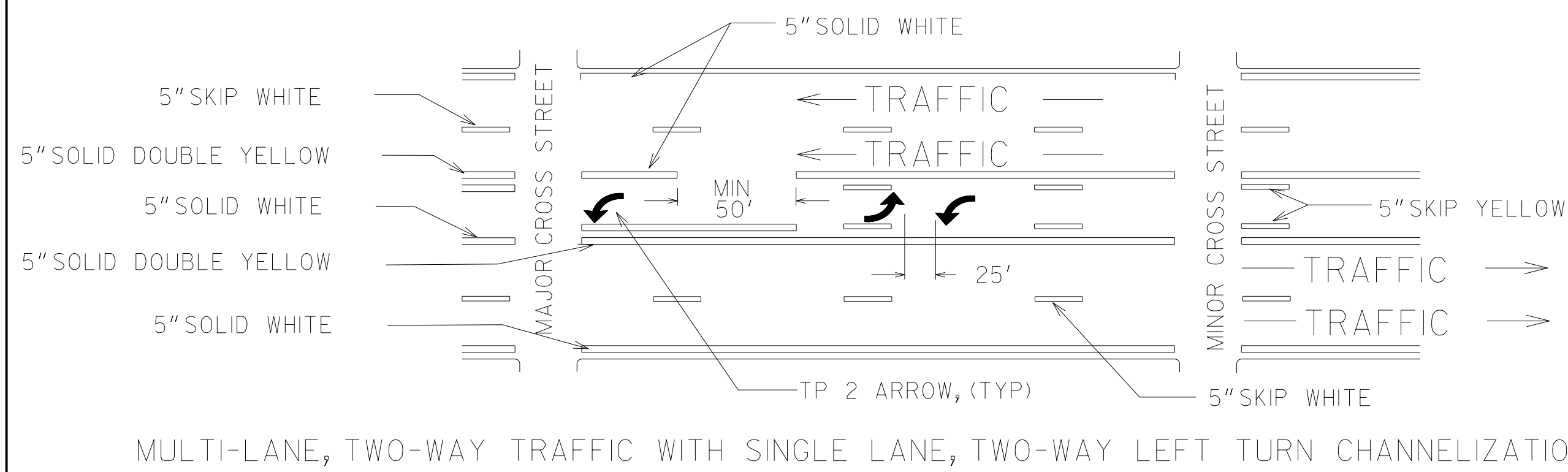
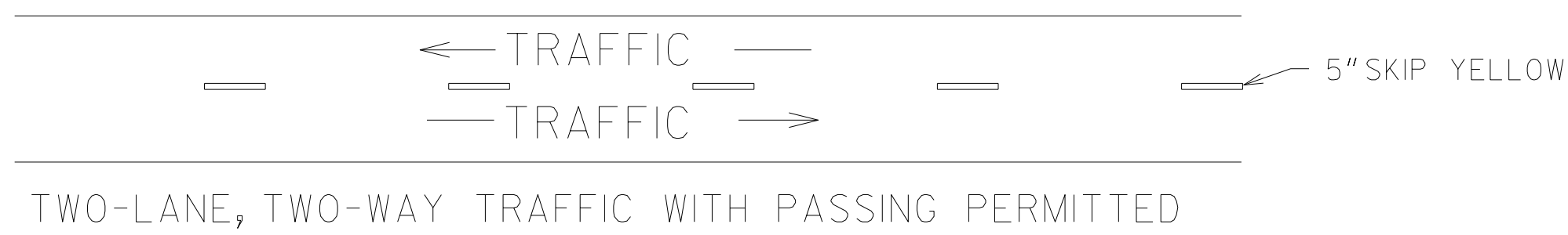
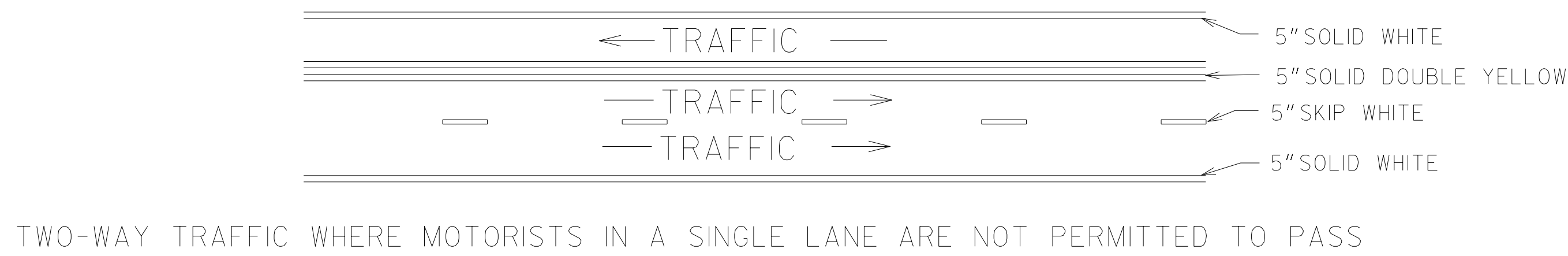
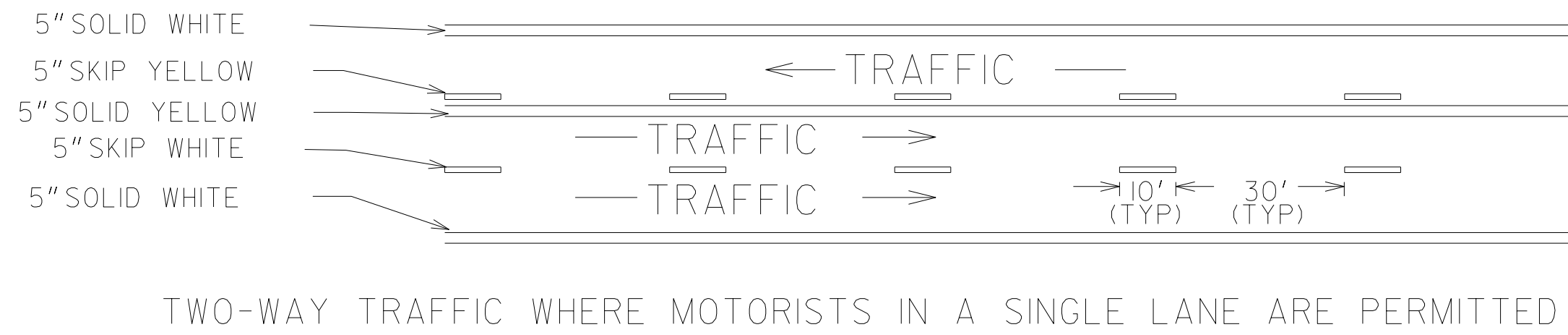
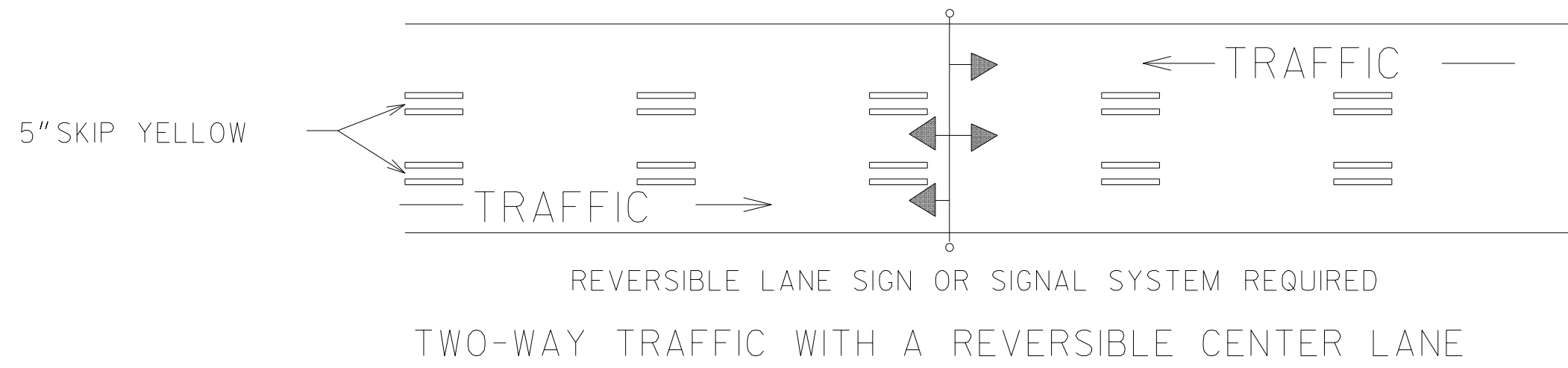
Attachments

Map (showing all roadways recommended for striping)
GDOT Guidelines for Signing and Marking

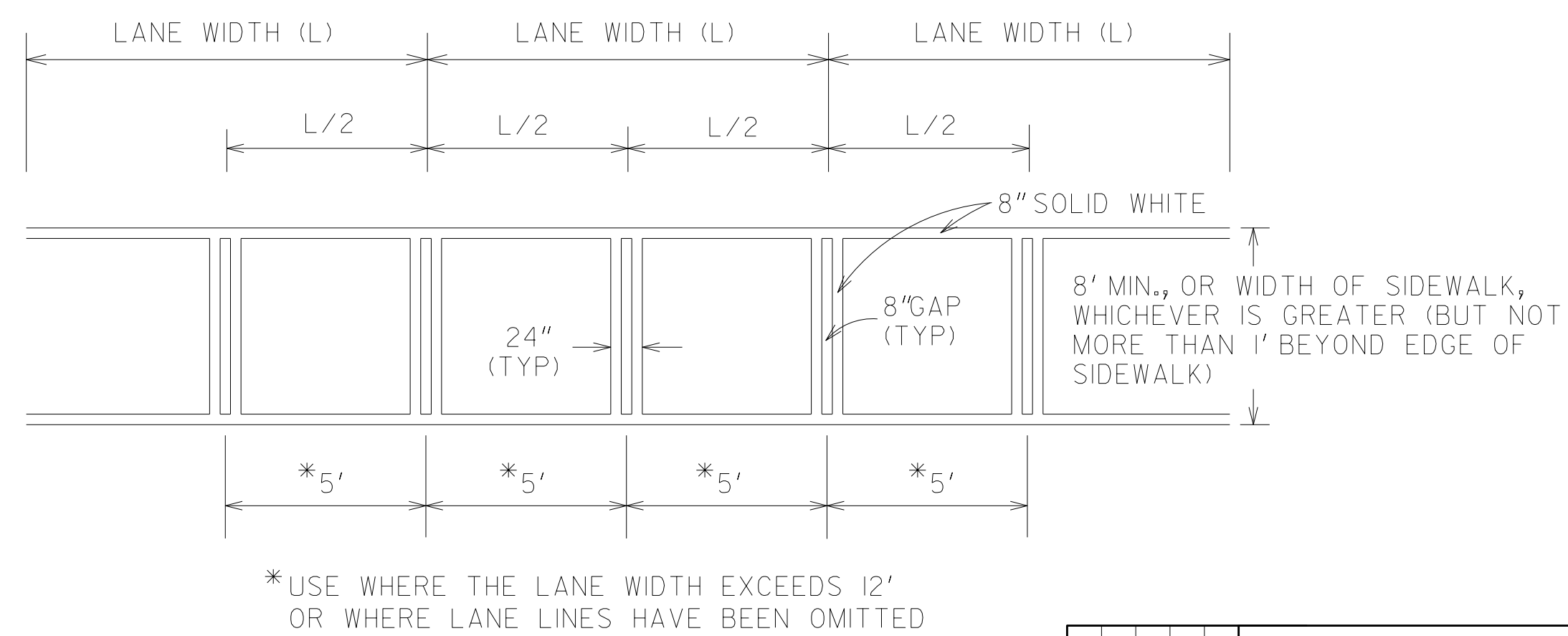
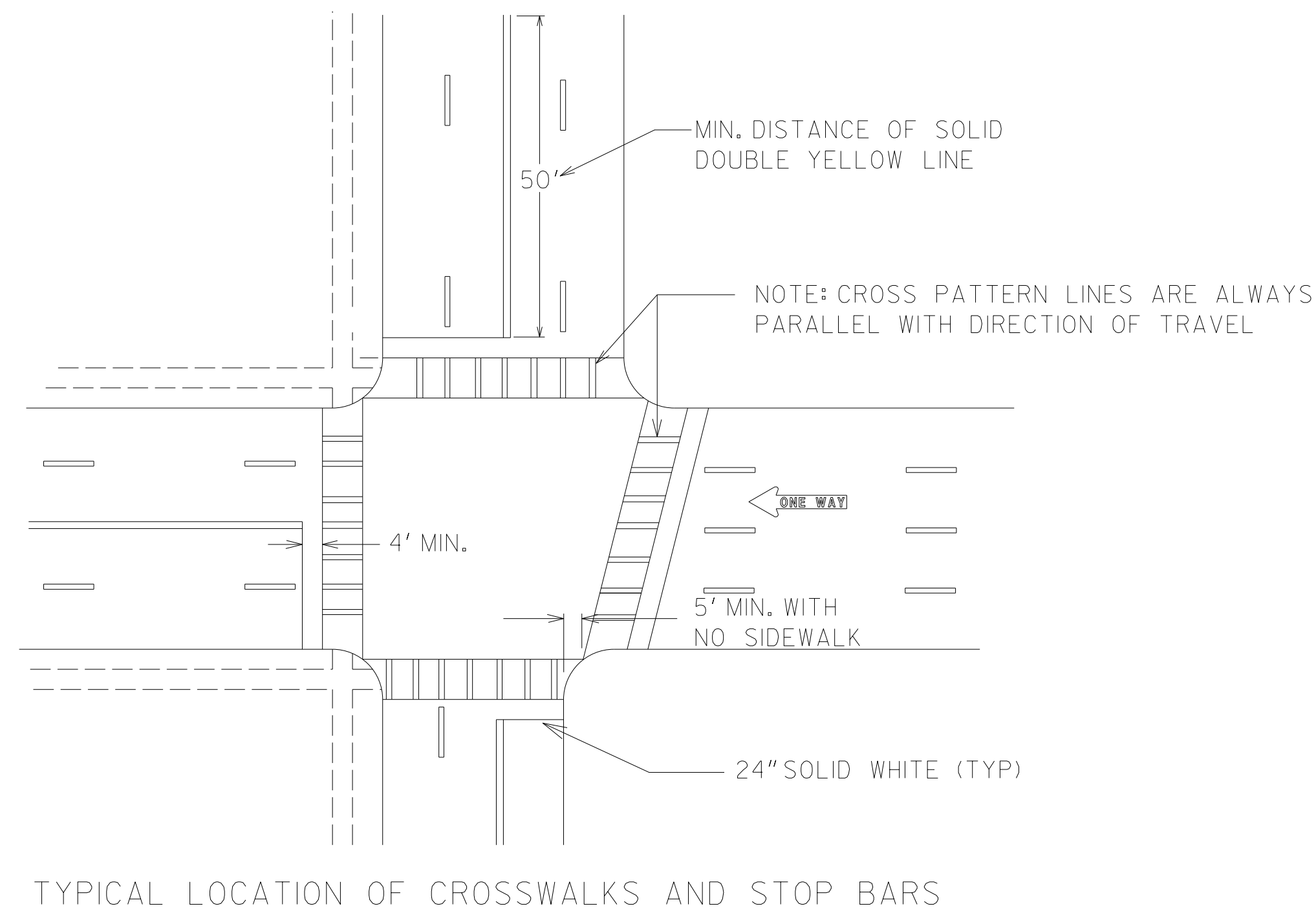
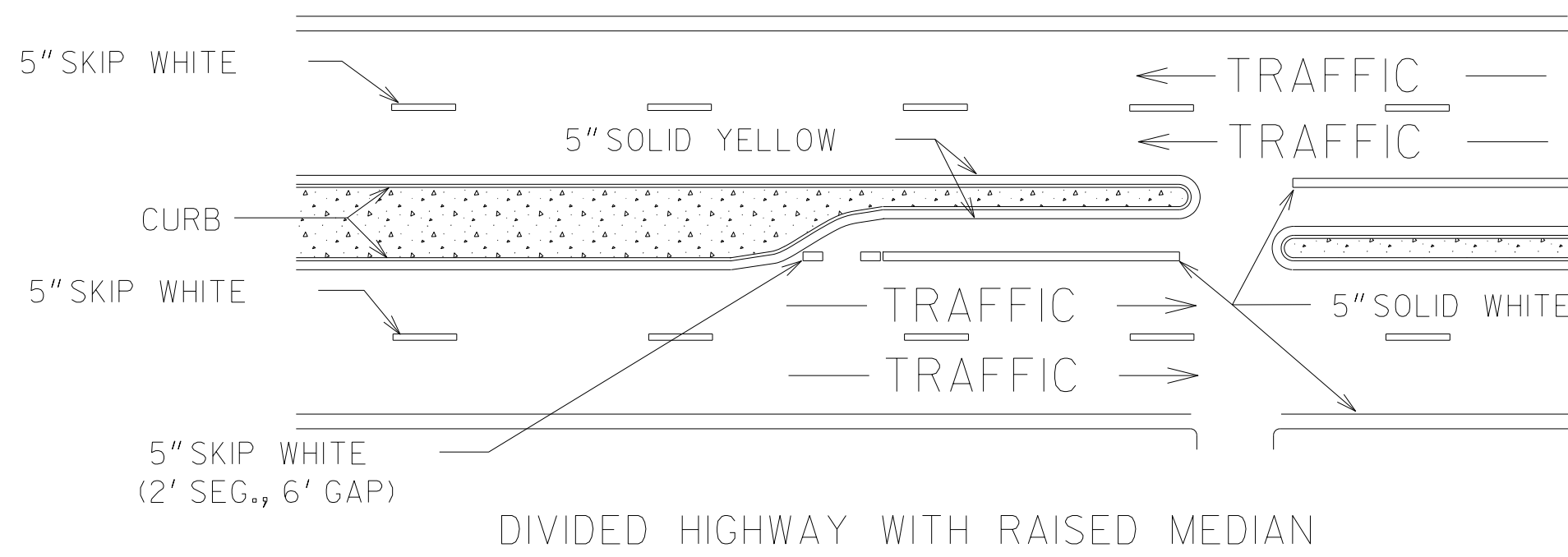


Attachment: Map (showing all roadways recommended for striping) (23-6740 : Invitation to Bid - Street

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			



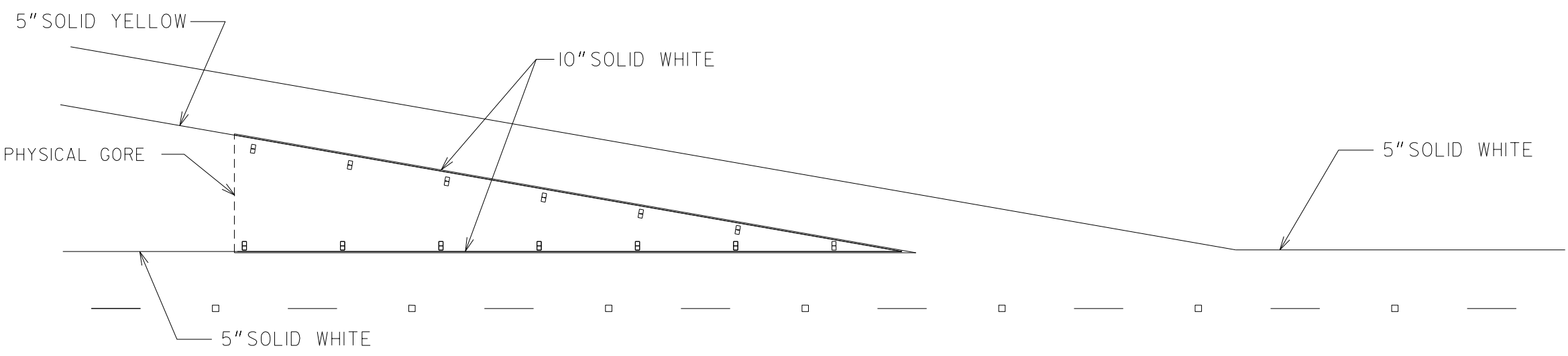
- GENERAL NOTES:
1. SPACING BETWEEN DOUBLE LINES SHALL BE EQUAL TO THE LINE WIDTH.
 2. EDGE LINES SHALL BE PLACED A MINIMUM OF 4 INCHES FROM THE NORMAL EDGE OF PAVEMENT.
 3. CONTRAST MARKINGS FOR SKIP STRIPING SHALL BE AS SHOWN IN DETAIL T-IIB.



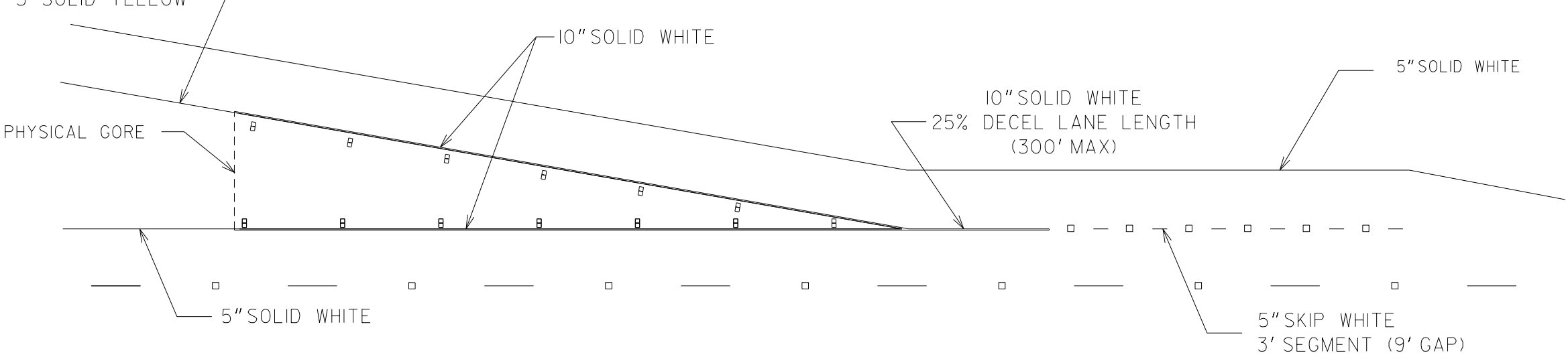
		9-15-16	DATE	DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
		ADDED GENERAL NOTE 3	REVISION	CONSTRUCTION DETAILS PAVEMENT MARKING PLACEMENT NON-LIMITED ACCESS ROADWAY	
				NO SCALE	JANUARY 2000
		CDR	BY	DESIGNED _____ DRAWN _____ TRACED _____ CHECKED _____	NUMBER T-IIA

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			

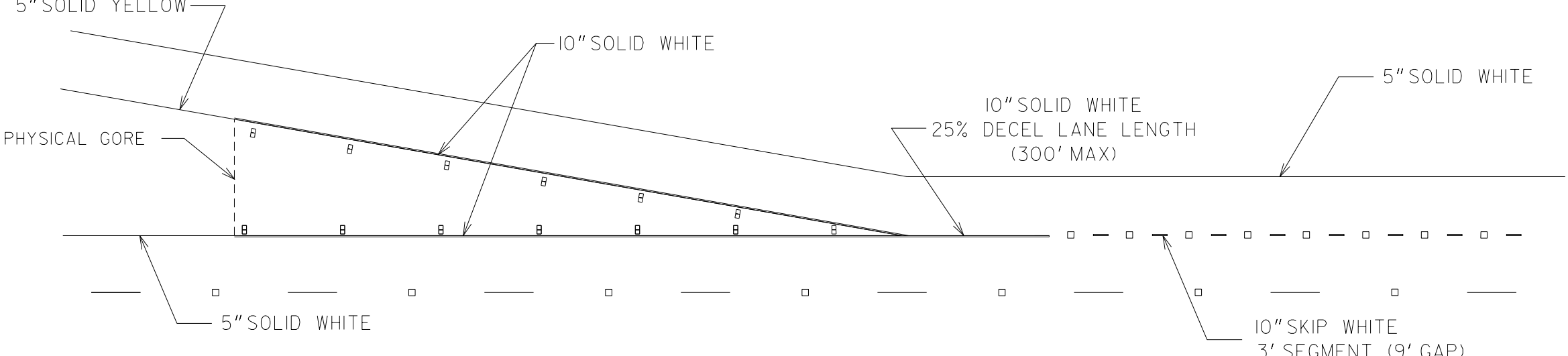
EXIT RAMP



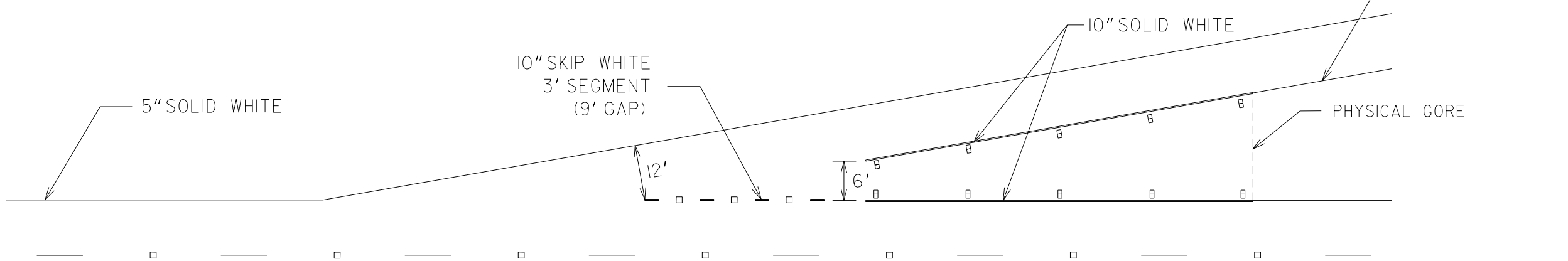
EXIT RAMP W/ DECEL LANE



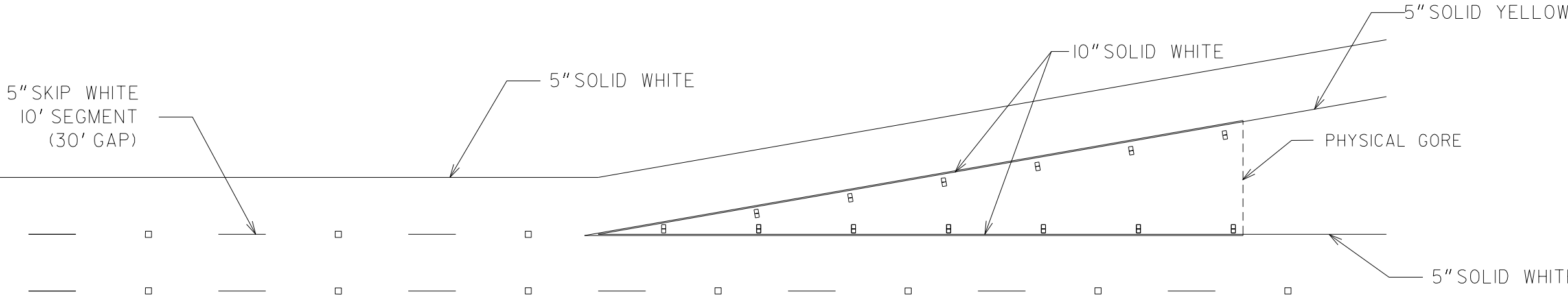
EXIT RAMP W/ DROP LANE



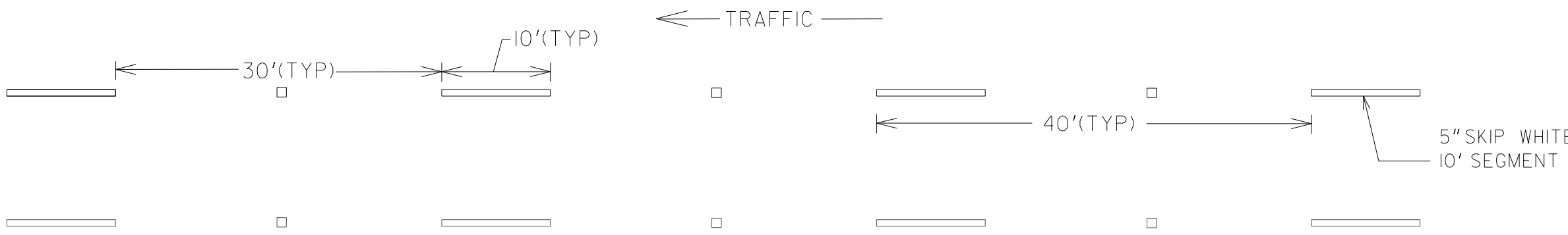
ENTRANCE RAMP



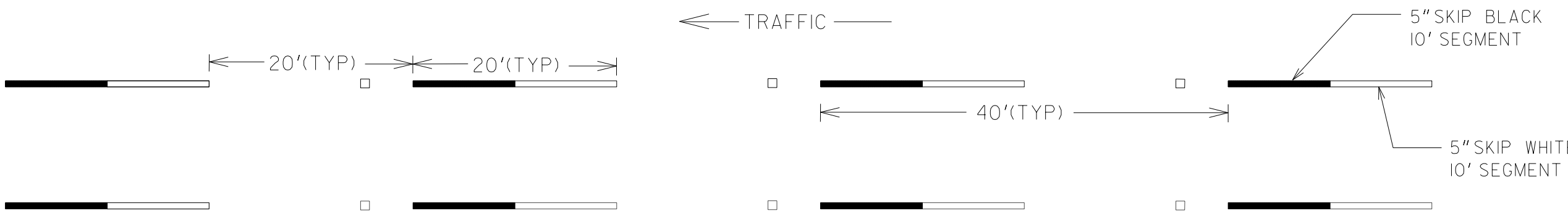
FREE-FLOW ENTRANCE RAMP



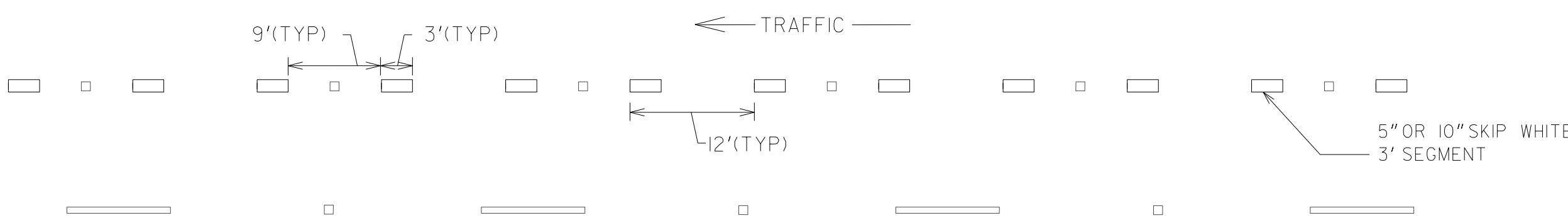
SKIP WHITE 10' SEGMENT (30' GAP)



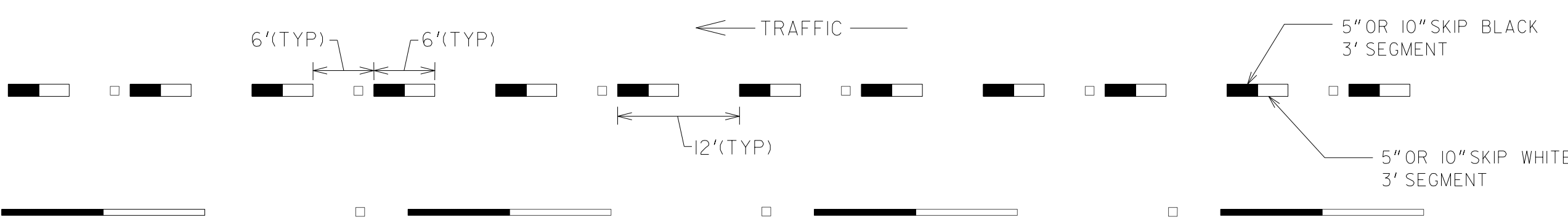
SKIP WHITE W/ CONTRAST 20' SEGMENT (20' GAP)



SKIP WHITE 3' SEGMENT (9' GAP)



SKIP WHITE W/ CONTRAST 6' SEGMENT (6' GAP)



GENERAL NOTES:

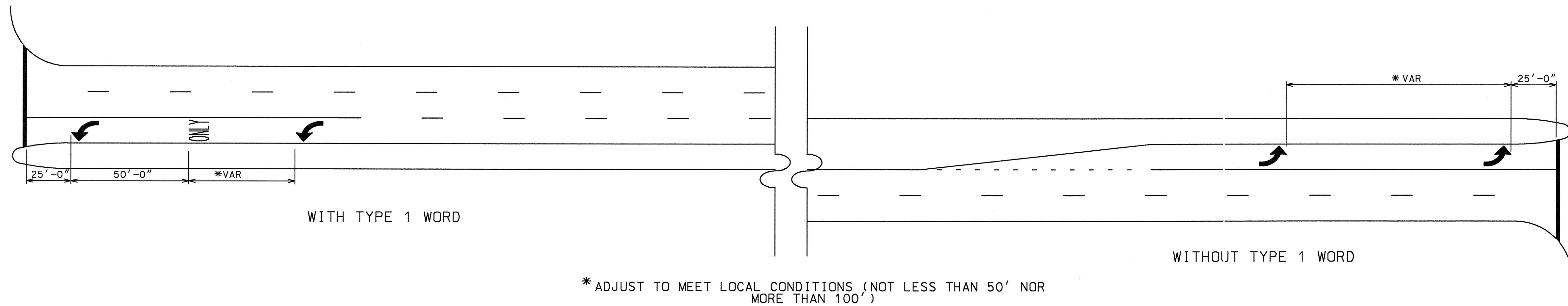
- ALL PAVEMENT MARKINGS SHALL BE REFLECTORIZED.
- EDGE LINES SHALL BE OFFSET 4 INCHES FROM THE NORMAL EDGE OF PAVEMENT.
- CONTRAST MARKINGS ARE TO BE PLACED AT LOCATIONS AS SPECIFIED IN THE PAVEMENT MARKING SELECTION CHART IN THE SIGNING AND MARKING GUIDELINES.
- EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH NEW PAVEMENT MARKINGS SHALL BE OBLITERATED OR REMOVED PRIOR TO THE INSTALLATION OF NEW PAVEMENT MARKINGS AS DIRECTED BY THE ENGINEER. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS WORK BUT SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE NEW PAVEMENT MARKINGS.

		9-15-16	DATE	DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
		REVISION		CONSTRUCTION DETAILS PAVEMENT MARKING PLACEMENT LIMITED ACCESS ROADWAY	
		REDRAWN		NO SCALE	JANUARY 2000
		COR BY	DESIGNED _____ DRAWN _____ TRACED _____ CHECKED _____		NUMBER T-IIB

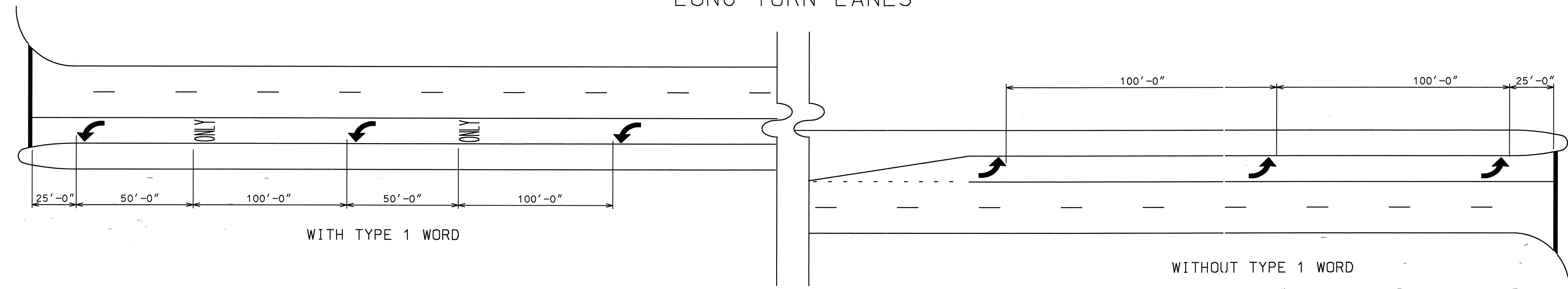
DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION	
		OFFICE OF TRAFFIC SAFETY & DESIGN	
		DETAILS OF PAVEMENT MARKING ARROW LOCATION	
		NO SCALE	JANUARY 2000

SHORT TURN LANES

LONG TURN LANES



* ADJUST TO MEET LOCAL CONDITIONS (NOT LESS THAN 50' NOR MORE THAN 100')



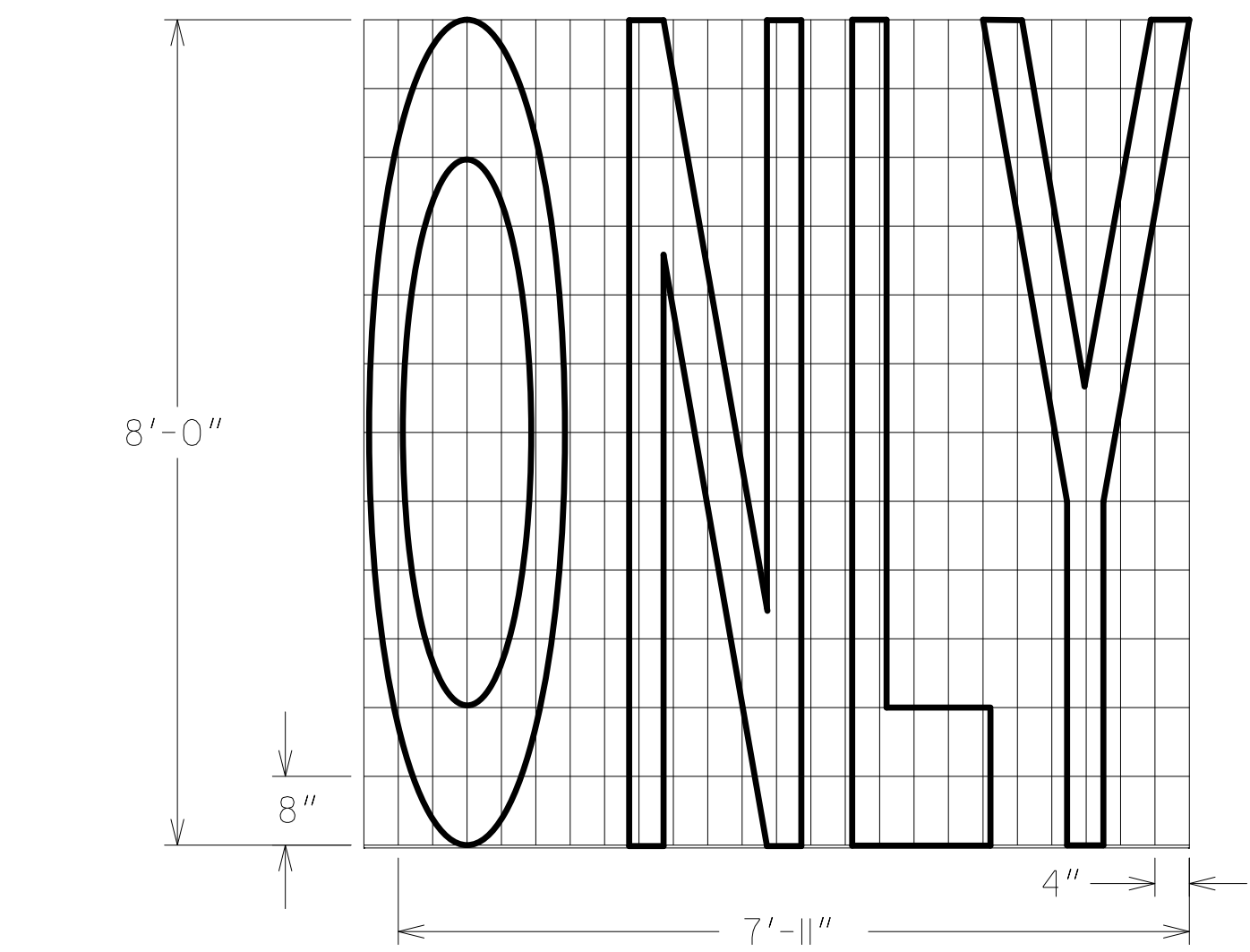
1. SPACING OF TYPE 2 ARROW IS REPRESENTATIVE OF SPACING FOR TYPE 1, TYPE 3, TYPE 4, & TYPE 5 ARROWS.
2. ALL TURNING LANES SHALL HAVE A MINIMUM OF 2 ARROWS.
3. GROUND MOUNTED OR OVERHEAD SIGNING SHALL BE SUPPLEMENTED BY TYPE 1 WORD.

09-3-19		DATE		DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
ADDED PAVEMENT MARKING ARROWS FOR ROUNDABOUTS		CHANGED LOCATION OF RPA#2		CONSTRUCTION DETAILS PAVEMENT MARKINGS - ARROWS	
ON WRONG WAY ARROW		REVISION			
NO SCALE		JANUARY 2000			
ACP		BY	DESIGNED _____ DRAWN _____ TRACED _____ CHECKED _____	NUMBER T-12B	

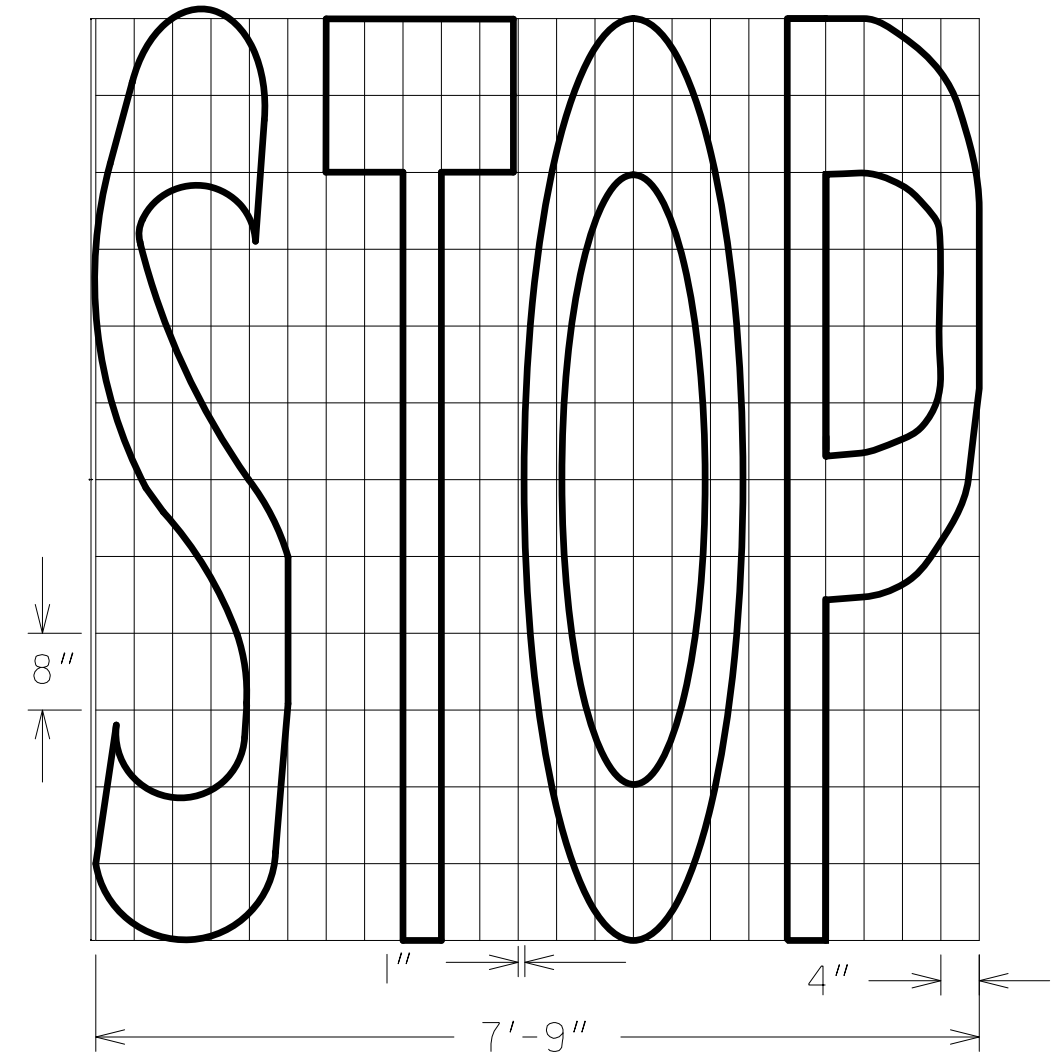


1. PAVEMENT MARKING ARROWS WITH A DOT (2A, 3A, 5A) SHALL BE USED ALONG MULTI-LANE ROUNDABOUT APPROACHES ALONG THE INSIDE LANE ONLY

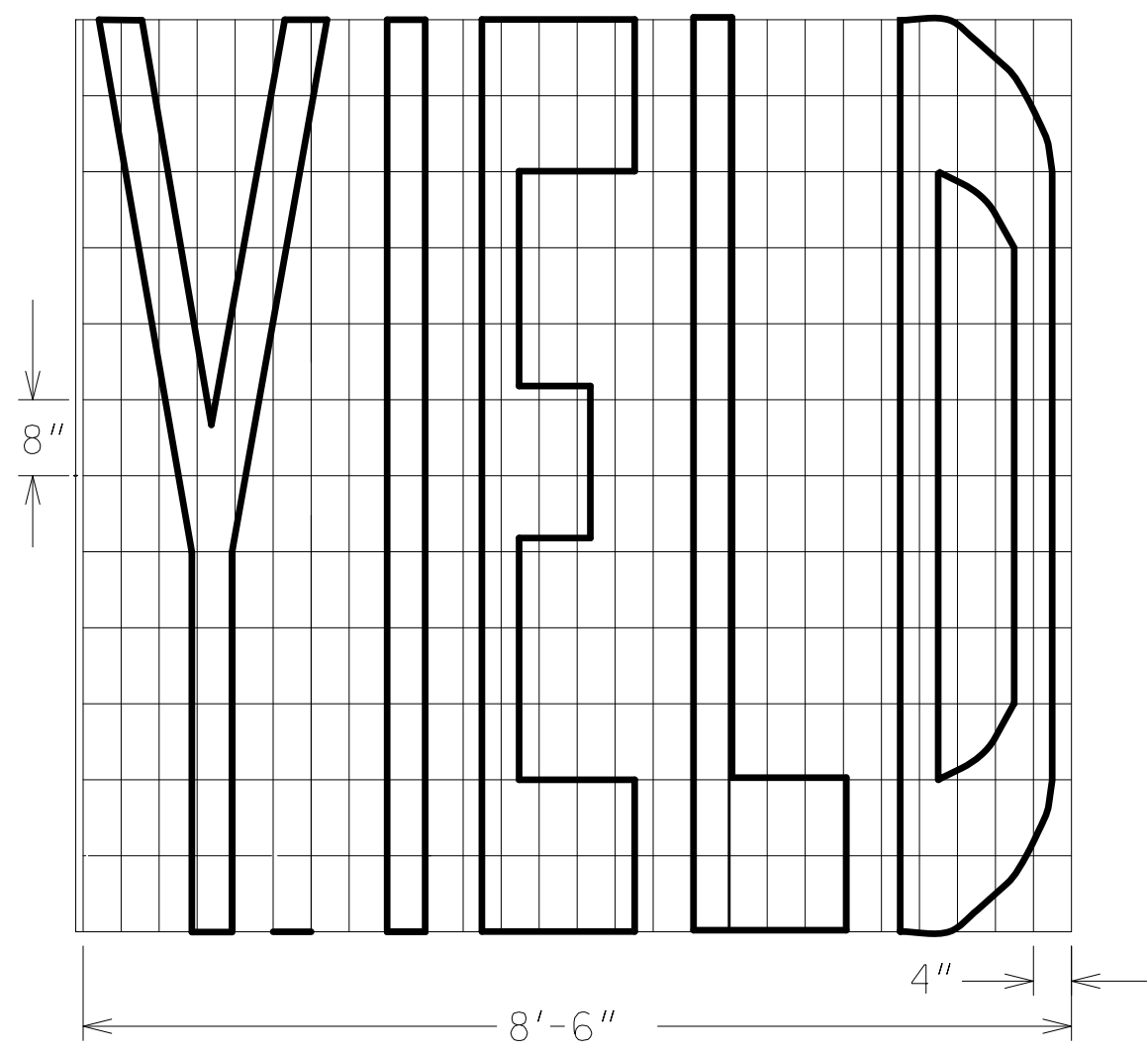
STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			



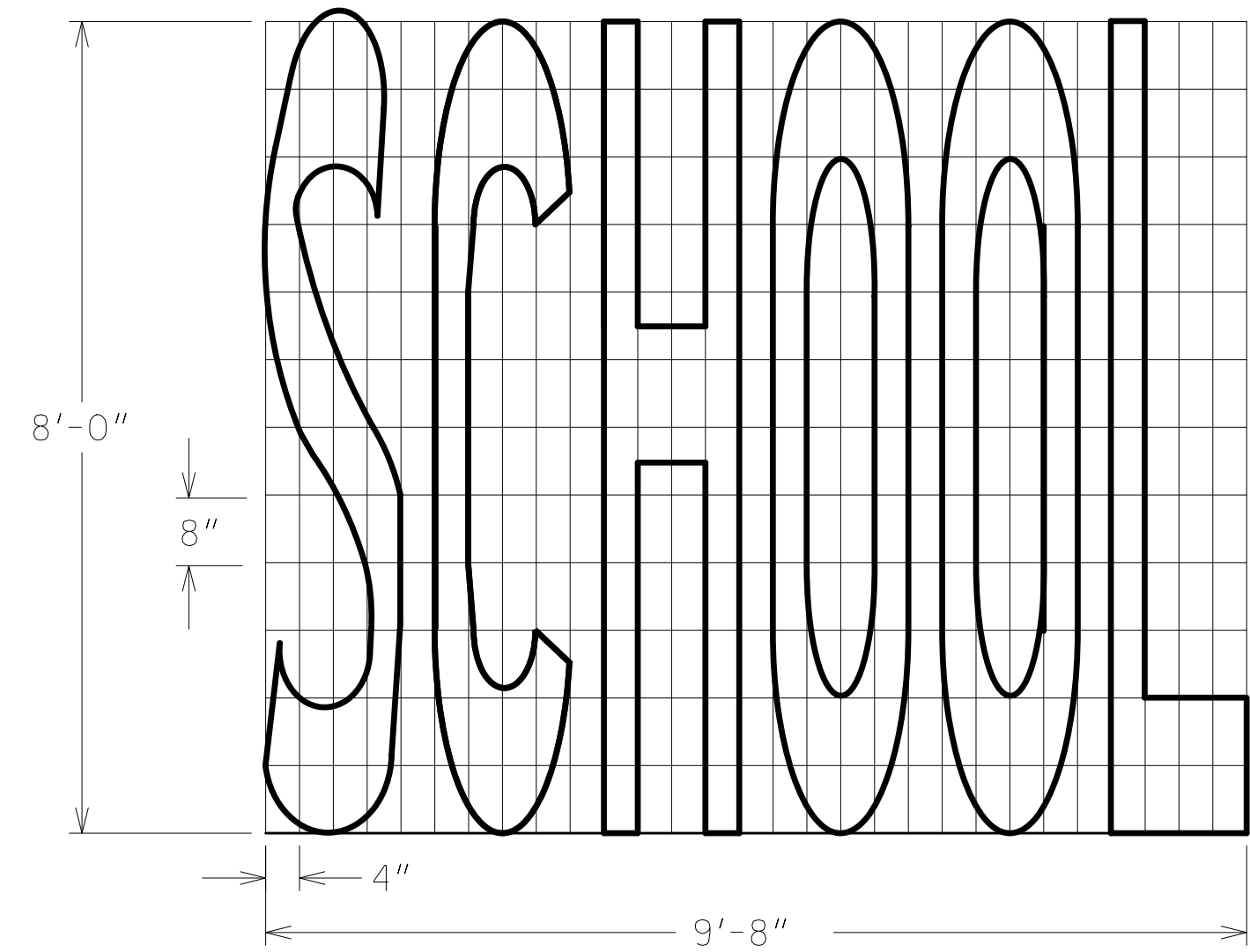
TYPE 1
AREA = 20.8 FT²



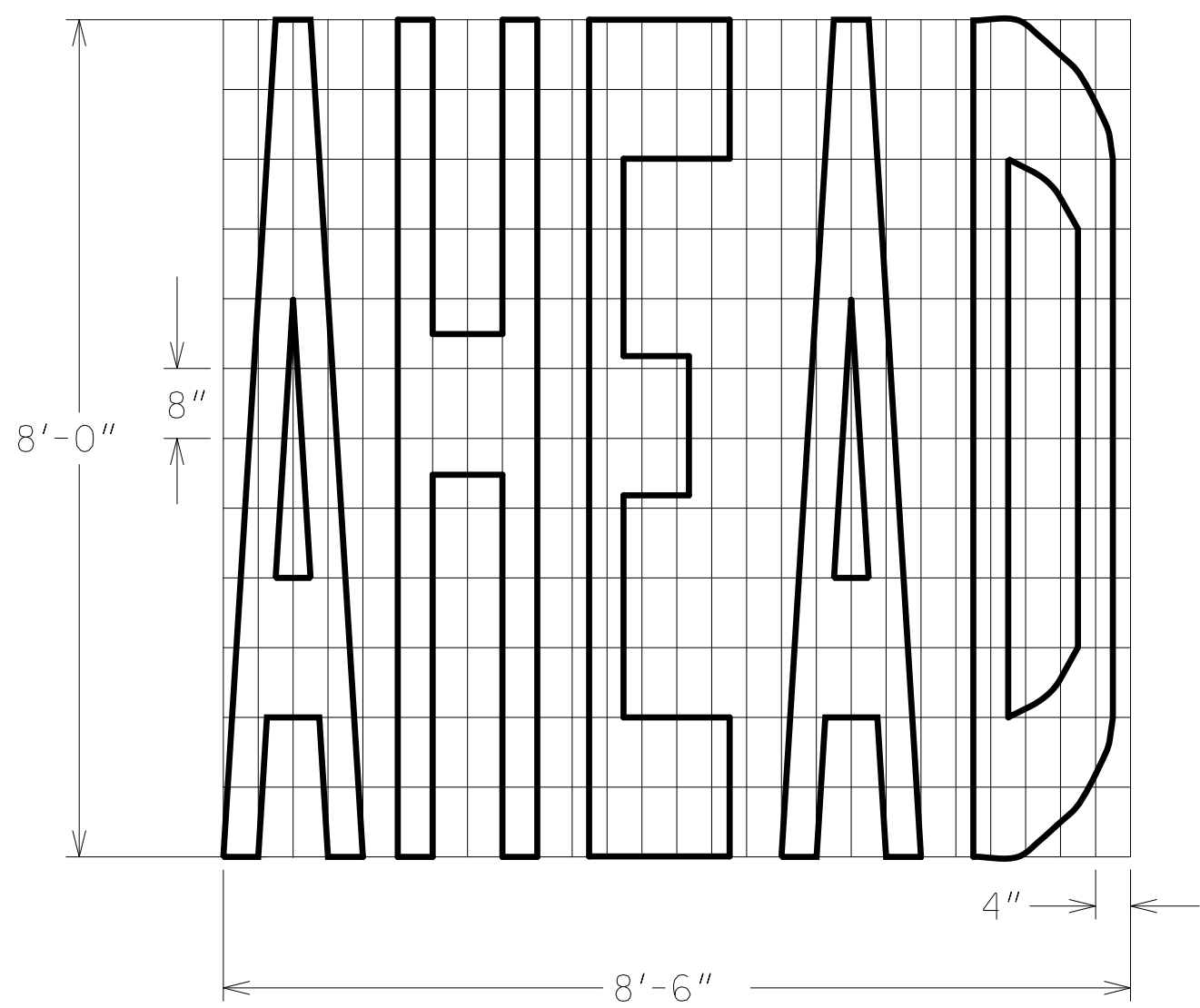
TYPE 2
AREA = 25.4 FT²



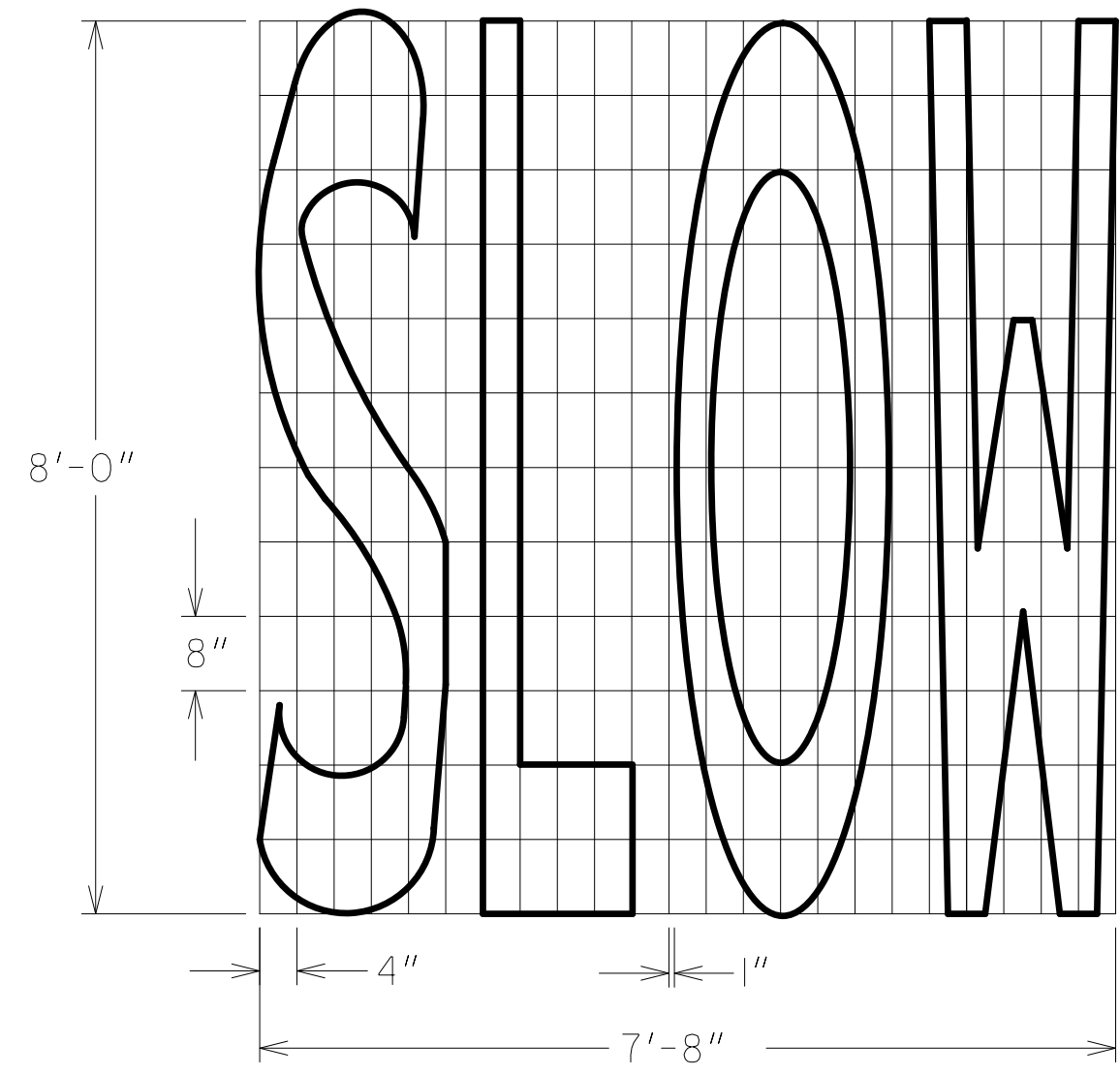
TYPE 15
AREA = 25.4 FT²



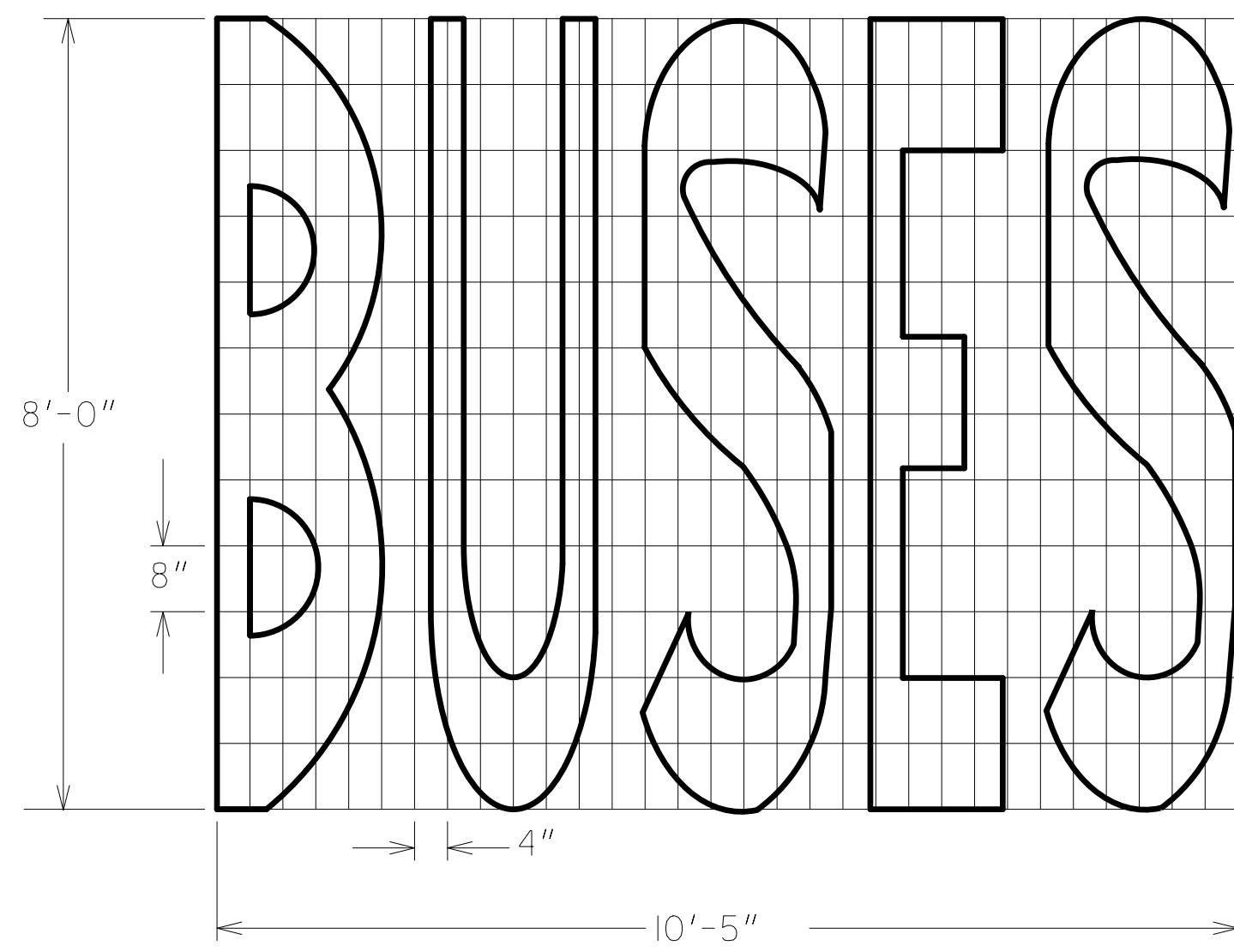
TYPE 3A
(SINGLE LANE)
AREA = 33.5 FT²



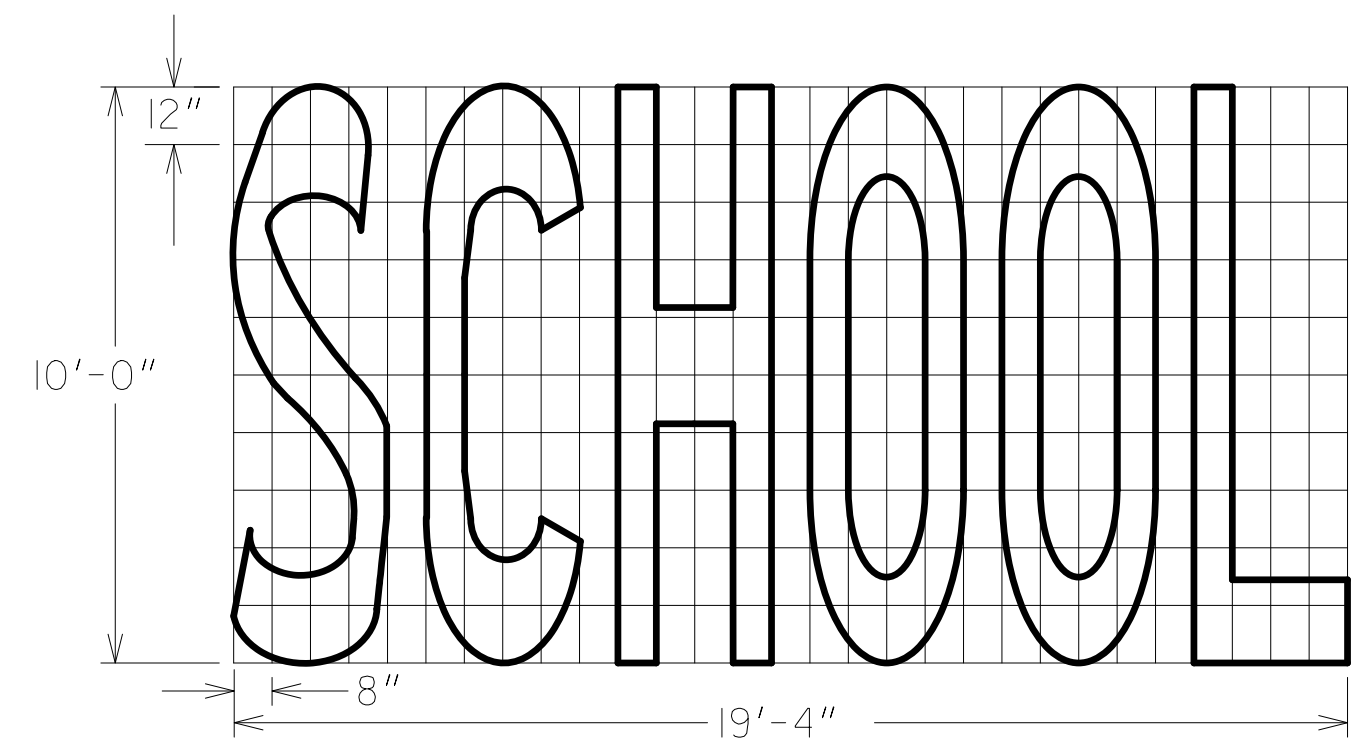
TYPE 4
AREA = 29.1 FT²



TYPE 5
AREA = 25.4 FT²



TYPE 6
AREA = 38.1 FT²

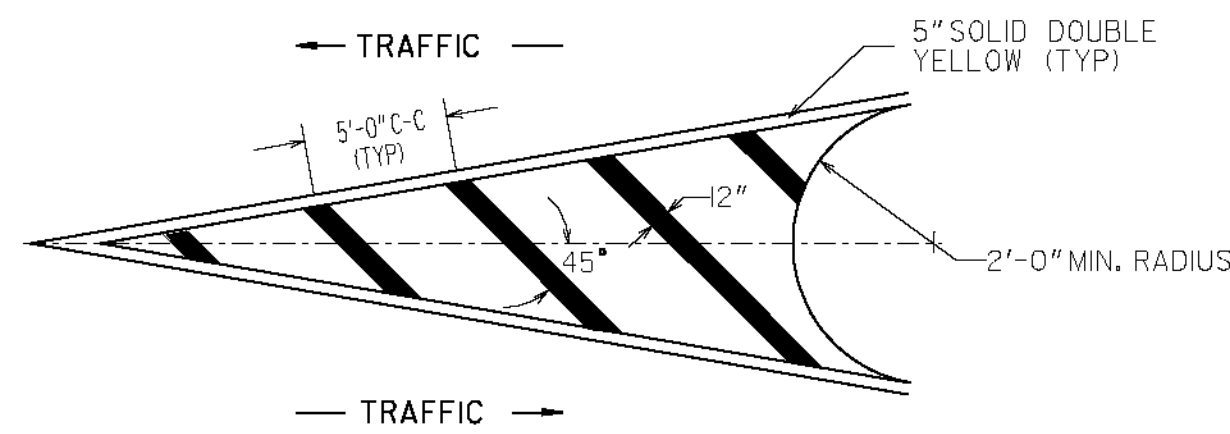


TYPE 3B
(TWO LANES)
AREA = 85.0 FT²

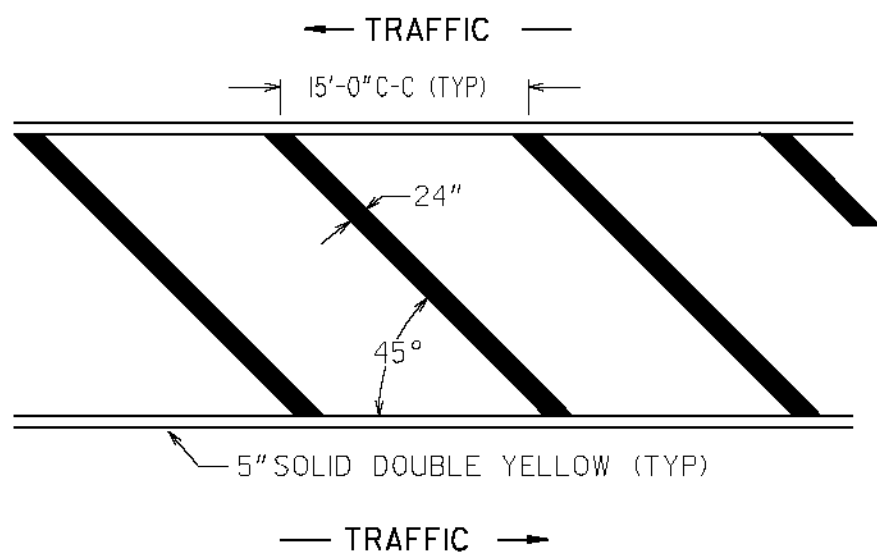
		9-15-16	DATE	DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
		RENUMBER TO SH 10F 3	REVISION	CONSTRUCTION DETAILS	
				DETAILS OF PAVEMENT MARKING WORDS	
				NO SCALE	SHEET 1 OF 3
					JANUARY 2000
	CDR	BY	DESIGNED _____ DRAWN _____ TRACED _____ CHECKED _____	NUMBER T-13A	

			COUNTY	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
--	--	--	--------	----------------	-----------	--------------

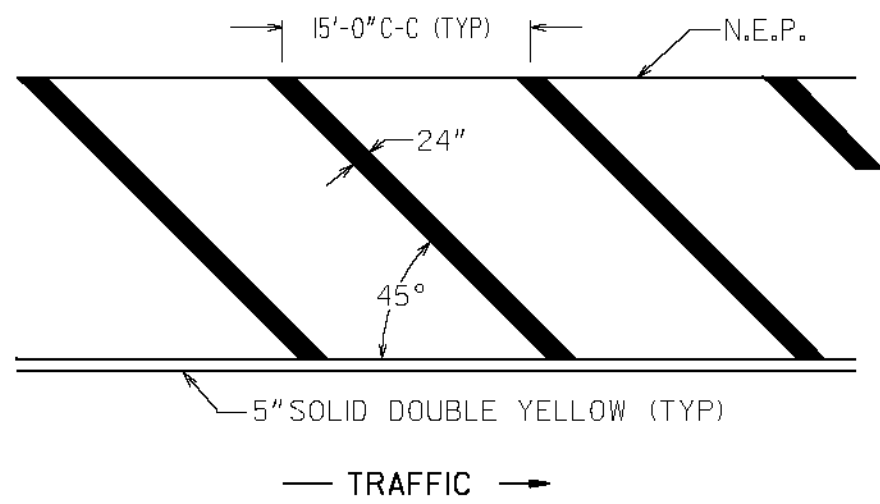
DETAIL "A"(YELLOW)



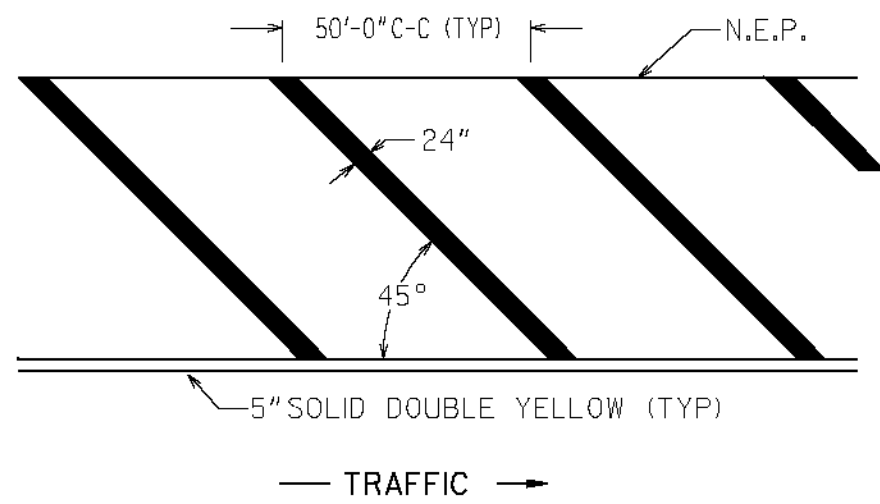
DETAIL "B"(YELLOW)



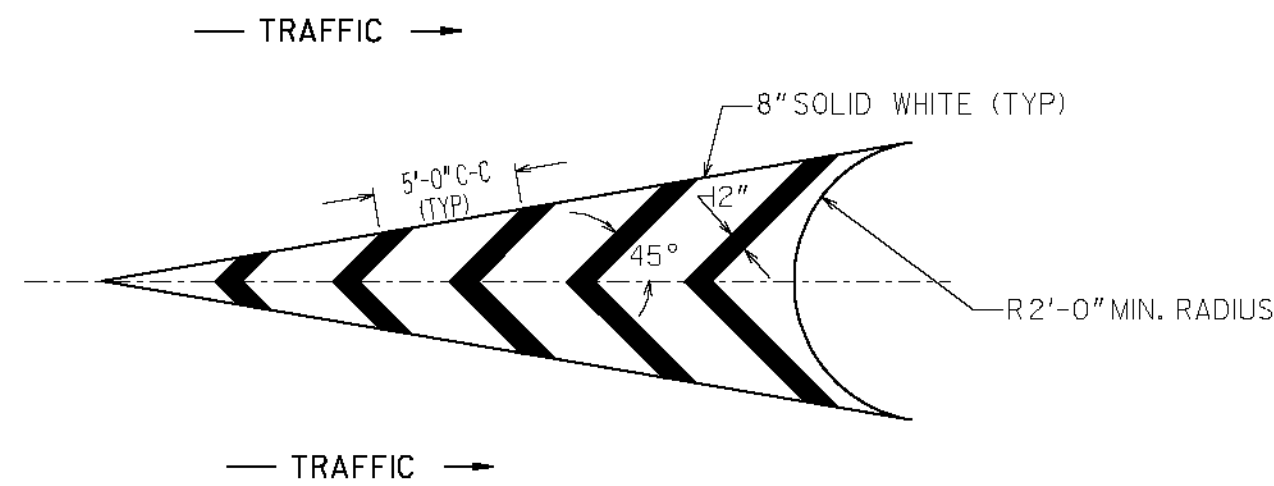
DETAIL "C"(YELLOW)



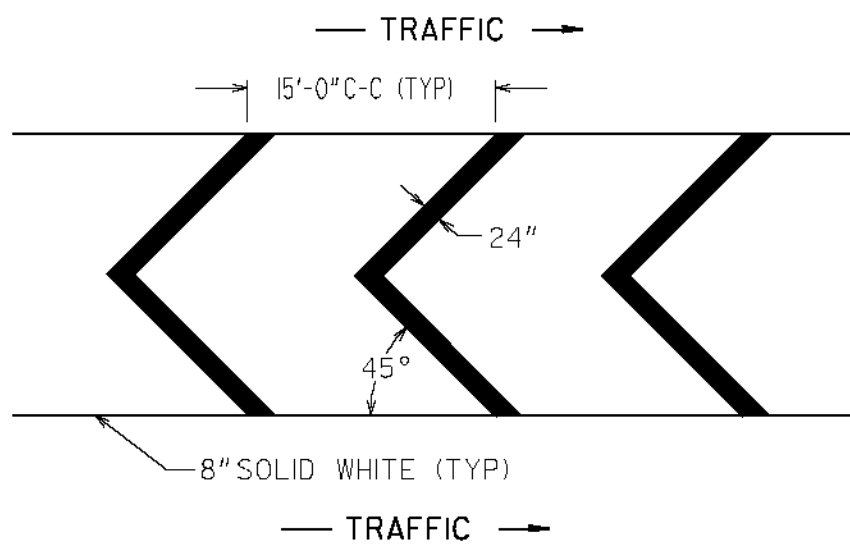
DETAIL "D"(YELLOW)



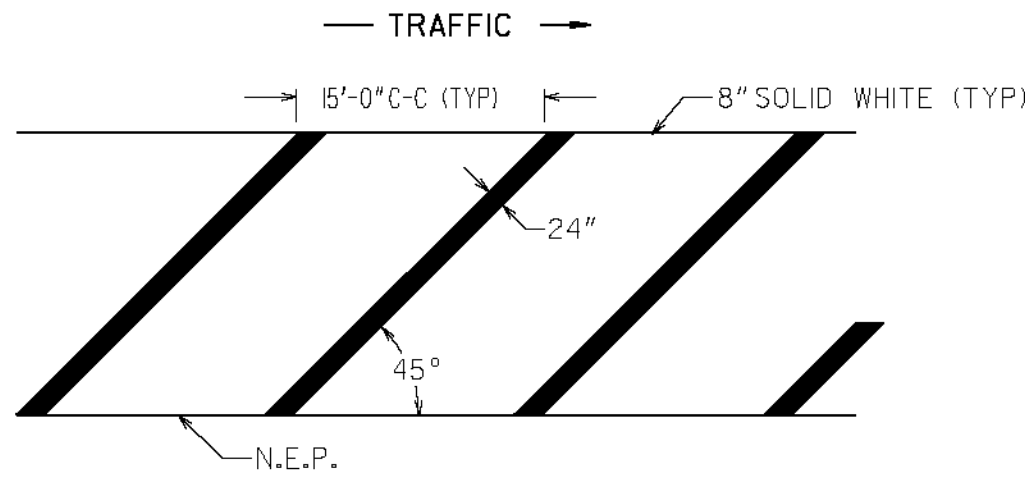
DETAIL "A"(WHITE)



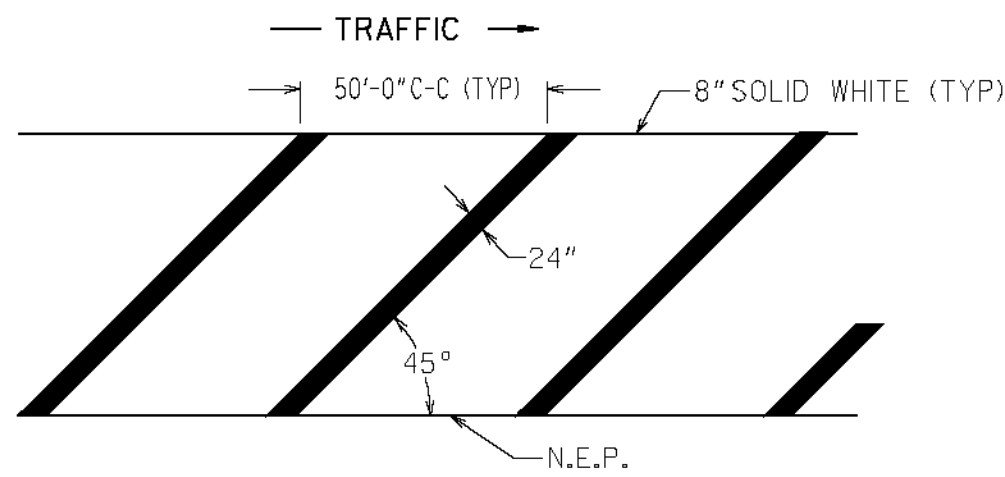
DETAIL "B"(WHITE)



DETAIL "C"(WHITE)



DETAIL "D"(WHITE)



GENERAL NOTES:

1. FOR YELLOW STRIPING, THE SQUARE YARDS SHOWN ON PLAN, SUMMARY AND DETAILED ESTIMATE SHEETS INCLUDE THE AREA WITHIN THE BORDERS AND THE 5" SOLID DOUBLE YELLOW BORDER.
2. FOR WHITE STRIPING, THE SQUARE YARDS SHOWN ON PLAN, SUMMARY AND DETAILED ESTIMATE SHEETS INCLUDES THE AREA WITHIN THE BORDERS AS WELL AS THE 8" SOLID WHITE BORDER.

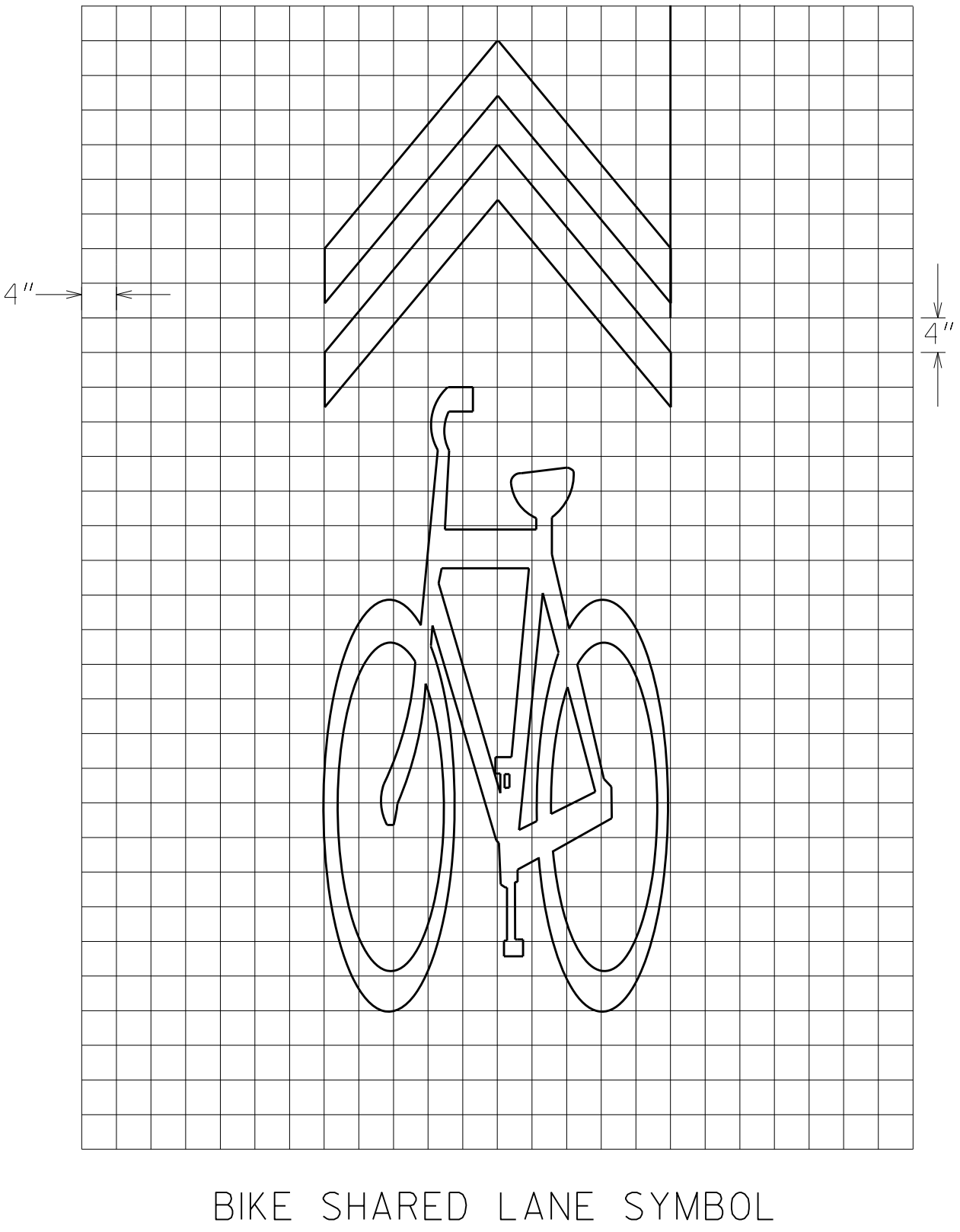
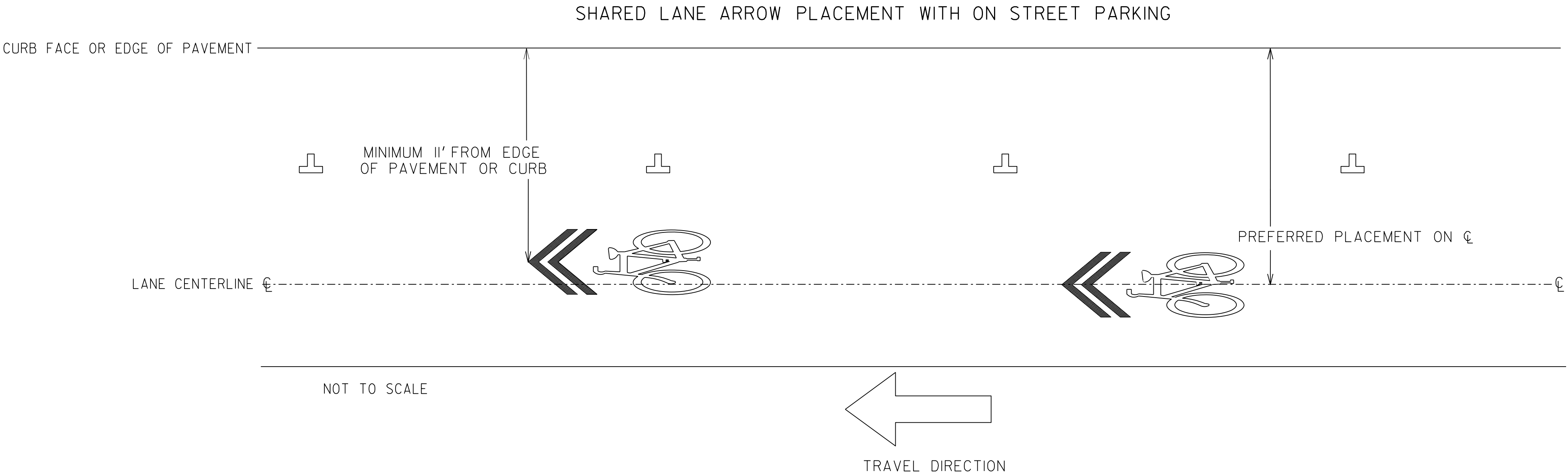
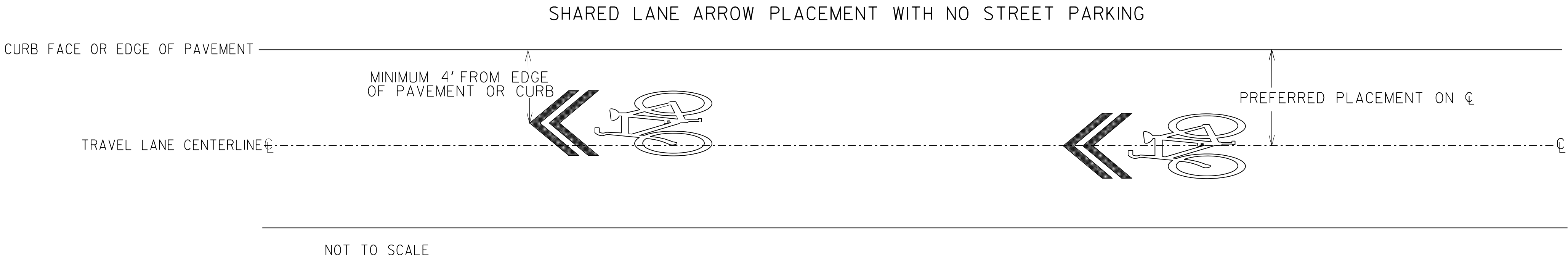
GEORGIA
DEPARTMENT
OF
TRANSPORTATION

- NO SCALE -

DATE	REVISIONS
6/25/04	Modified general note 1
1/18/05	CHANGED BORDER
11/21/08	Modified general note 1

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION	
OFFICE: TRAFFIC OPERATIONS	
SIGNING AND MARKING PLANS	
DETAIL OF PAVEMENT MARKING HATCHING	NUMBER T-14
JANUARY 2000	

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			



GENERAL NOTES:

1. SHARED LANE MARKINGS SHALL BE PLACED ON THE FAR SIDE OF EACH INTERSECTION 6 FEET BEYOND THE CROSS WALK OR END OF INTERSECTING ROAD RADII. ADDITIONAL SYMBOLS SHOULD BE PLACED NOT GREATER THAN EVERY 250 FEET THEREAFTER.
2. SHARED LANE MARKINGS SHALL NOT BE PLACED ON SHOULDERS OR IN DESIGNATED BIKE LANES.
3. ALL SHARED BICYCLE LANE PAVEMENT SYMBOLS SHALL BE HOT APPLIED PREFORMED PLASTIC (THERMOPLASTIC - 659) FOR BOTH ASPHALT AND CONCRETE PAVEMENTS.
4. FOR ADDITIONAL INFORMATION REFER TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, AND AASHTO GUIDE FOR THE DEVELOPMENT OF BICYCLE FACILITIES, CURRENT EDITION.

		DATE	DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
		REVISION	CONSTRUCTION DETAILS DETAILS OF SHARED BICYCLE LANE	
			NO SCALE	3-30-16
	BY	DESIGNED _____ DRAWN _____ TRACED _____ CHECKED _____	NUMBER T-16A	

BID SCHEDULE**FY 2023 PAVEMENT MARKINGS**

PAY ITEM	DESCRIPTION	UNITS	QTY	UNIT COST	TOTAL COST
	Thrasher Street from Kelly Street to Park Drive/Jones Street				
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE (Stop bars)	EA	13	\$	\$
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE (Crosswalk)	EA	7	\$	\$
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	3,090	\$	\$
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	6,180	\$	\$
653-3500	THERMOPLASTIC SOLID TRAF STRIPE, 4 IN, WHITE (Parking Spaces)	EA	10	\$	\$
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE (Both sides of Paver Crosswalks)	EA	4	\$	\$
	Jones Street from Wingo Street to College Street				
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE (Stop bars)	EA	4	\$	\$
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE (Both sides of Paver Crosswalks)	EA	7	\$	\$
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	510	\$	\$
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	1,020	\$	\$
653-3500	THERMOPLASTIC SOLID TRAF STRIPE, 4 IN, WHITE (Parking Spaces)	EA	14	\$	\$
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE (Hatch)	SY	35	\$	\$
	Lawrenceville Street from Jones Street to Buford Highway				
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE (Stop bars)	EA	6	\$	\$
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE (Crosswalk)	EA	4	\$	\$
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE (Both sides of Paver Crosswalks)	EA	2	\$	\$
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	3,100	\$	\$
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	6,200	\$	\$
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE (Hatch)	SY	35	\$	\$
653-0230	THERMOPLASTIC PVMT MARKING, WORD, TP 3A, SCHOOL	EA	2	\$	\$
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2, LEFT OR RIGHT	EA	3	\$	\$
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	LF	160	\$	\$
	North Peachtree Street from Holcomb Bridge Road to Langford Road				
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE (Stop bars)	EA	19	\$	\$
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE (Crosswalk)	EA	17	\$	\$
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	5,820	\$	\$
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	11,640	\$	\$
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE (Hatch)	SY	50	\$	\$
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2, LEFT OR RIGHT	EA	2	\$	\$
	West Peachtree Street from Jimmy Carter Blvd to Holcomb Bridge Road				
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE (Stop bars)	EA	13	\$	\$
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE (Crosswalk)	EA	10	\$	\$
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	3,825	\$	\$
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	7,650	\$	\$
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE (Hatch)	SY	338	\$	\$
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2, LEFT OR RIGHT	EA	3	\$	\$
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3, STRAIGHT/TURN	EA	3	\$	\$
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW (Hatch) DETAIL "B"	SY	93	\$	\$
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	LF	60	\$	\$
653-3500	THERMOPLASTIC SOLID TRAF STRIPE, 4 IN, WHITE (Parking Spaces)	EA	19	\$	\$



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6737	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	6/5/2023 6:30 PM	In Control:	Policy Work Session
Title:	Janitorial Services Contract Award Recommendation		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Janitorial Services Contract Award](#)
2. [Contractor Agreement Janitorial Services 2023](#)
3. [RFP 03-03 Janitorial Cleaning Service](#)
4. [Janitorial Cleaning Service \(RFP-03-03\) - Proposals](#)
5. [Janitorial Cleaning Services Evaluation](#)
6. [2015 Janitorial Services Contract](#)

Title
Janitorial Services Contract Award Recommendation

Drafter
John Davis

Motion
A motion to Approve/Deny a five-year Janitorial Contract with Good Success Company, and to authorize the Mayor to execute all necessary documents.



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

Agenda Report

To: Mayor and Council

From: John Davis, Public Works Superintendent

Meeting Date: June 5, 2023 – Mayor and Council

Item No.: 23-6737

Title: 5 - Year Janitorial Contract – Vendor Recommendation

CC: Eric Johnson, City Manager

Recommendation

The Public Works Division is recommending and requesting approval to move forward with Good Success Company with a five-year janitorial contract.

Background

To continue providing janitorial services to maintain the City office buildings located at 65 Lawrenceville Street, 189 Lawrenceville Street, 10 Britt Ave, 168 Wingo Street and 345 Lively Avenue, Norcross, GA 30071.

Upon review by the evaluation Committee, Good Success Company was chosen based on overall strength of proposal and fee proposal over the 5-year period.

Financial Impact

This project will be funded by the Custodial funds, (5-year \$254,813) (Yearly \$50,963). Yearly increase of \$17,843 since 2015.

Consistent with Comprehensive Plan?

Yes. GOAL 6 Further the City's Tradition of Strong Leadership and High Level of Quality Services.

Policy 6-2: Maximize the use of existing facilities and services.

Next Steps:

Upon approval, Staff will move forward with a contractual agreement with Good Success Company to begin janitorial services.

Attachments:

RFP 03-03 Janitorial Cleaning Service

Janitorial Cleaning Service (RFP-03-03) - Proposals

Janitorial Cleaning Services Evaluation

2015 Janitorial Services Contract

Contractor Agreement

AGREEMENT BETWEEN GOOD SUCCESS COMPANY, INC. AND THE CITY OF NORCROSS

PROJECT: RFP 03-03 – JANITORIAL CLEANING SERVICES

Project Description

Janitorial Cleaning Services: To provide cleaning and maintenance service for City of Norcross' office buildings located at 65 Lawrenceville Street, 189 Lawrenceville Street, 10 Britt Ave, 168 Wingo Street and 345 Lively Avenue, Norcross, GA 30071. The extent of the work will include, but not limited to, basic cleaning services, floor care maintenance, and bi-annual or annual specialized services. This request will result in a five-year contract with an option to renew for another five years.

The janitorial services for the City of Norcross administrative buildings are to follow the scope of work as outlined in RFP 03-03 and as listed below detailing the minimum expected requirements for this job.

Administrative Office:

- 1) The general areas to be serviced include the following: Lobby & Entrance, Restrooms, General Office Areas, Stairwells, Private Offices, and Class Training Rooms.
 - a. Areas to be serviced five (5) times a week: (Daily)
 - i. 65 Lawrenceville Street
 - ii. 10 Britt Ave.
 - b. Areas to be serviced two (2) times a week:
 - i. 125 Lawrenceville St.
 - ii. 168 Wingo St.
 - iii. 345 Lively Ave.

The following are the minimum expected requirements:

- 1) Empty wastebaskets, replace liner, recycle material in proper receptacles (if applicable)
- 2) Dust and disinfect (where appropriate) furniture, including desktops, computer equipment, tables, and chairs with treated cloth.
- 3) Vacuum carpeting and runners (as needed)
- 4) Dustmop and damp mop hard floors with appropriate method for surface
- 5) Clean with sanitary spray and polish to a shine all dispensers, mirrors, sinks, and faucets
- 6) Wipe clean and polish all splash, counters, cabinets, and sinks. (restroom & breakrooms)
- 7) Scrub toilet and urinal interiors with a liquid abrasive and flush afterwards
- 8) Fill soap dispensers, paper towel dispensers, and add toilet paper to holders. Leave one extra roll of toilet paper in each stall.

- 9) Sweep floor, apply solution, clean around wall, under toilets and urinals. Wet mop entire floor surface
- 10) Clean and sanitize drinking fountains and door handles.
- 11) Clean and remove fingerprints from handrails, door glass, interior office windows, elevators, and from all glass-topped furniture.
- 12) Remove trash recycling to the appropriate outside dumpster.
- 13) Inspect area; secure doors and lights (doors found locked shall be re-locked)

Areas to be serviced Monthly (1) time per month all buildings as needed:

- 1) Dust vent covers and blinds.
- 2) Clean elevator walls
- 3) Clean frames, switches, baseboards, high and low dust
- 4) Pour water down floor drains.
- 5) Dust partition tops, wall hanging, ledges & other horizontal surfaces within reach.

Areas to be serviced twice (2) per year, once every six months, all buildings as needed:

- 1) Buff floors/strip and refinish VCT.

Areas to be serviced on as needed basis, price is listed in Appendix B

- 1) Cultural Arts Center – Ballroom 1st floor front lobby, restrooms, kitchen (floors, counters wipe down front of appliances)
- 2) Rectory – 1st floor, exhibit areas, kitchen (floors, counters wipe down front of appliances)
- 3) City Hall -Community Room – (vacuuming, cleaning, windows, and doors)

This AGREEMENT is made this _____ day of _____ in the year two thousand twenty-three (2023) between **The City of Norcross**, hereinafter the “owner”, and Good Success Company Inc., (hereinafter the “Contractor”) for the following Project.

The Contractor and owner for the consideration named herein agree as follows:

A. SCOPE OF WORK:

Good Success Company Inc. shall be expected to meet with Public Works staff prior to the start of contract. This meeting will serve as an opportunity for both parties to review the specifications and visit the City facilities, as well as ensure clarity and commitments concerning work expectations.

Project to be completed in accordance with RFP 03-03; the services should begin within ten (10) working days after notification of contract award.

Other Provisions

All work shall be completed in a workmanship-like manner and in compliance with all building codes and other applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

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

All change orders shall be in writing and must be signed by the Owner and Contractor.

Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Contractor or its employees and subcontractors. Contractor shall supply current declaration pages for such insurances at the execution of this agreement. If applicable, Contractor shall at its own expense, obtain all permits necessary for the work to be performed.

Contractor agrees to remove all debris and leave the premises in broom clean condition. The City is contracted with Waste Management; thus, the Contractor must use their services for waste removal.

In the event owner fails to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.

Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or general unavailability of materials. Notwithstanding anything set forth herein to the contrary. Contractor shall be liable to and pay to Owner liquidated damages in the amount of \$500.00 per day for every day after the completion date the project is not completed. Owner shall have the non-exclusive option of deducting the liquidated damages from the contract price through reduction in the installments and or retainage.

The Contractor shall provide to the Public Works Superintendent John Davis (jdavis@norcrossga.net) the schedule of services and cleaning activities. The schedule must be presented at least seven (7) days prior to work commencing to allow for any proper notifications to be made to impacted parties.

The Contractor further represents and warrants as follows:

1. Contractor shall, at all times, inspect and keep the workplace safe for Contractor's agents, employees and subcontractors and any licensee or invitee and any other third party who might otherwise come onto the workplace. The workplace shall be defined as that portion of the project which is, from time to time, under the control of Contractor for the purpose of performance of Contractor's work according to the agreement.
 2. Contractor agrees to indemnify and hold owners harmless from any and all claims, actions, damages or litigation arising out of Contractor's failure to perform under the terms and conditions within the agreement, including the payment of owner's attorney's fees. This indemnification further provides that Contractor will be responsible for any cost associated with the completion of the project should such costs of completions (which includes all labor and materials) exceed the initial fee proposal and contract price.
- A. ATTACHMENTS:
1. Attachment "A" City of Norcross Request for Proposal and bid specifications – Project Description
 2. Attachment "B" Contractors Information
 3. Attachment "C" E-Verify Contractor Affidavit
 4. Attachment "D" SAVE Affidavit
 5. Attachment "E" Performance & Payment Bond
- B. FEE PROPOSAL:
1. The Owner shall pay the Contractor for the material and labor to be performed under the contract, the sum of **Forty-nine and two-hundred dollars (\$49,200.00)**, subject to change-order additions and deductions and subject to the annual increase as outlined in Exhibit A
 2. Payment Applications will be submitted by the 10th of each month. Payment will be made by the tenth of the following month.
 3. Retainage will be held by the Owner equal to 10 percent of each pay application, up to 50% of the contract amount. Retainage shall be paid in full upon completion of the work.
- C. SCHEDULE:
1. Good Success Company Inc. is prepared to begin work upon receipt of a signed contract.

D. INSPECTIONS:

The City offices and facilities will be subject to periodic inspections by the Public Work Superintendent or their designee. If work is not completed to the satisfaction of the Public Work Superintendent or their designee, it will be the responsibility of the Contractor to complete the work within 24 hours of the issued complaint.

E. TERMS AND CONDITIONS:

1. This Agreement shall be administered in accordance with the Terms and Conditions listed in Attachments. This Contract together, with the exhibit identified herein, shall constitute the entire agreement between the City of Norcross and Good Success Company Inc. in respect to the project and may only be modified in writing signed by both parties. Receipt of the signed agreement will serve as a notice to proceed.
2. This Agreement is entered into as of the day and year first written above.

F. INSURANCE REQUIREMENTS

The 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 occurrence, and property damage with limits of no less than \$500,000.00 per occurrence; (b) statutory worker's compensation insurance, including employer's liability insurance; and (c) employee dishonesty and/or crimes coverage with respect to personnel of the Contractor having access to City buildings, with limits of no less than \$50,000.00 per occurrence. All insurance shall be provided by an insurer(s) acceptable to the City and shall provide for thirty (30) days prior notice of cancellation to the City. Upon request, the Contractor shall deliver to the city a certificate or policy of insurance evidencing the Contractor's compliance with this policy. The Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage; (c) employee dishonesty and/or crimes coverage with respect to personnel of the Contractor having access to City buildings, with limits of no less than \$50,000.00 per occurrence.

Certificate Holder should read:

City of Norcross, its Elected Officials and Employees
65 Lawrenceville Street
Norcross, GA 30071

Good Success Company Inc.

CITY OF NORCROSS

(Signature)

Craig Newton, Mayor
(Signature)

(Printed name and title)

Craig Newton, Mayor
(Printed name and title)

Attest:

Monique Lang, City Clerk

(DATE)

(DATE)

(SEAL)

(SEAL)

Attachment: Contractor Agreement_Janitorial Services 2023 (23-6737 : Janitorial Services Contract Award Recommendation)

Appendix A

Contract Year	ANNUAL COSTS
Year One (2023)	\$49,200.00
Year Two (2024)	\$50,236.80
Year Three (2025)	\$50,928.00
Year Four (2026)	\$51,792.00
Year Five (2027)	\$52,656.00

Appendix B

Additional charges

Facility	Cost / Cleaning
Cultural Arts Center – Ballroom 1 st floor front lobby, restrooms, kitchen (Floors, counters wipe down front of appliances)	\$100.00
Rectory – 1 st floor, exhibit areas, kitchen (Floors, counters wipe down front of appliances)	\$50.00
City Hall -Community Room – (Vacuuming, cleaning, windows, and doors)	\$50.00

City of Norcross
Department of Public Works,
John Davis, Public Works Superintendent

**Request for Proposal
(RFP-03-03)
Janitorial Cleaning Service**

The City of Norcross, located in Gwinnett County, is requesting proposals for services of a qualified Janitorial Service Company with verifiable experience to provide janitorial services to maintain the City office buildings located at 65 Lawrenceville Street, 189 Lawrenceville Street, 10 Britt Ave, 168 Wingo Street and 345 Lively Avenue, Norcross, GA 30071. The extent of the work will include, but is not limited to, basic cleaning services, floor care maintenance, and bi-annual or annual specialized services. This request will result in a five-year contract, with an option for either party to exit at the end of each fiscal year, or to renew for another year for a total of five-years.

If you are interested in bidding, sealed bids must be submitted by Friday, March 3, 2023, at 11:00 A.M. Please submit two hard (paper) copies and one soft (PDF or other electronic documents on a SanDisk/flash drive).

Bids should be typed or submitted in ink and returned in a sealed envelope marked on the outside with the Request for Proposal (RFP-03-03), number, and company name. Bids will be received until 11:00 A.M. local time on March 3, 2023, at the Department of Public Works Facility, located at 345 Lively Avenue, Norcross, Georgia 30071. Any bid delivered after this date and time will not be accepted. Bids will be publicly opened and read at 11:05 A.M. Apparent bid results will be available the following business day on the City's website www.norcrossga.net.

A mandatory Pre-Bid conference will be held at 9:00 A.M., Friday February 17, 2023, at the City of Norcross Department of Public Works, conference room located at 345 Lively Avenue, Norcross, Georgia 30071. The conference will include a review of the bid documents and a question-and-answer period. Attendance at the pre-bid Conference is required. Bidders are expected to be familiar with the bid documents and to provide the city with any questions regarding the bid documents at the pre-conference or by the deadline for questions to be submitted.

Questions regarding the bids should be directed to John Davis, Public Works Superintendent, at Jdavis@norcrossga.net no later than February 14, 2023. Bids are legal and binding upon the bidder when submitted. The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the supplier submitting the lowest responsive and responsible bid. The City of Norcross reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. The City of Norcross reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder(s) at its discretion.

All companies submitting a bid will be notified in writing of the award. We look forward to your bid and appreciate your interest in the City of Norcross.

John Davis
City of Norcross
Public Works Superintendent

City of Norcross
Department of Public Works,
John Davis, Public Works Superintendent

SPECIFICATIONS

This project will consist of a janitorial service for the City of Norcross administrative buildings. The following schedule details the minimum expected requirements for this job.

Description of Work – Administrative Office, the general areas to be serviced Include the following: Lobby & Entrance, Restrooms, General Office Areas, Stairwells, Private Offices, and Class-training rooms.

- Buildings to be service seven (7) days a week Cultural Arts Center -10 Britt Ave. Early Morning Only, after 2:00am before 8:00am
 - Buildings to be service five (5) times a week: (Daily) City Hall - 65 Lawrenceville Street, Evenings After 6:00pm before 6:00am
 - Buildings to be service two (2) times a week: Norcross Welcome Center - 125 Lawrenceville St., Norcross Police Annex Building - 168 Wingo St., and Public Works Maintenance Building- 345 Lively Ave. Evenings After 6:00pm – before 6:00am
1. Empty wastebaskets, replace liner, recycle material in proper receptacles (if applicable)
 2. Dust and disinfect (where appropriate) furniture, including desktops, computer equipment, tables, and chairs with treated cloth
 3. Vacuum carpeting and runners (as needed)
 4. Dustmop and damp mop hard floors with appropriate method for surface
 5. Clean with sanitary spray and polish to a shine all dispensers, mirrors, sinks, and faucets
 6. Wipe clean and polish all splash, counters, cabinets, and sinks. (restroom & breakrooms)
 7. Scrub toilet and urinal interiors with a liquid abrasive and flush afterwards
 8. Fill soap dispensers, paper towel dispensers, and add toilet paper to holders. Leave one extra roll of toilet paper in each stall
 9. Sweep floor, apply solution, clean around wall, under toilets and urinals. Wet mop entire floor surface
 10. Clean and sanitize drinking fountains and door handles
 11. Clean and remove fingerprints from handrails, door glass, interior office windows, elevators, and from all glass-topped furniture
 12. Remove trash recycling to the appropriate outside dumpster
 13. Inspect area; secure doors and lights (doors found locked shall be re-locked)

Areas to be serviced Monthly (1) time per month all buildings as needed:

1. Dust vent covers and binds
2. Clean elevator walls
3. Clean frames, switches, baseboards, high and low dust
4. Pour water down floor drains
5. Dust partition tops, wall hanging, ledges & other horizontal surfaces within reach

Areas to be serviced twice (2) per year, once every six months, all buildings as needed:

1. Buff floors / strip and refinish VCT

City of Norcross
Department of Public Works,
John Davis, Public Works Superintendent

REQUIREMENTS

Estimates must include labor and all materials as specified; no substitutions for materials are allowed unless approved by owner.

BIDDERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS PRIOR TO SUBMITTING THEIR BID.

I. General Conditions

A. Qualifications

1. Bids will be considered only from experienced and qualified Janitorial Service Contractor(s) engaged in work of this type and magnitude.
2. Bidders may be required to submit evidence setting forth qualifications, which entitle his or her company for consideration as a responsible contractor. A list of work of similar character successfully completed within the last two years may be required, providing the location, size, and listing of equipment available for use on this work. Before accepting any bid, the City may require evidence of the contractor's financial ability to successfully perform the work detailed in the contract.

Bidder is required to submit evidence of the following insurance coverages, listing the City of Norcross as additional insured:

- a. General Liability in the amount of \$1,000,000
- b. Statutory Workers' Compensation Insurance:
Employers Liability:
Bodily Injury by Accident - \$10,000 per accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$100,000 per employee
- c. Property Damage in the amount of \$500,000
- d. Airport & Auto Liability
\$1,000,000 limit of liability per occurrence for bodily injury and property damage
Comprehensive form covering all owned, non-owned, and hired vehicles
- e. Janitorial Services Bond in the amount of \$25,000
- f. The cancellation provision should provide 30 days advance notice of cancellation.
- g. Certificate Holder should read:
City of Norcross, its elected officials, and employees
65 Lawrenceville Street
Norcross, GA 30071

B. Subcontracting

1. A portion of the work specified may be subcontracted with prior approval of owner. The contractor shall supervise subcontractor(s), and guarantee work quality. All anticipated subcontractors and their qualifications must be submitted with the bid.
2. All employees, subcontractors or contractors performing cleaning services in any City-owned building must be submitted to pass a thorough background check which includes a credit examination showing no credit risks and a criminal background investigation with no convictions, other than motor vehicle offenses.

City of Norcross
Department of Public Works,
John Davis, Public Works Superintendent

C. Authority to Sign

1. The Bidder should ensure that the proper legal name of his proprietorship, firm, partnership and/or corporation is printed or typed in the space provided on the schedule of items.

D. Rights Reserved

1. The City of Norcross reserves the right to reject any, and all bids, waive informalities, or to re-advertise. It is understood that all bids are made subject to this agreement and that the City of Norcross reserves the right to decide which bid it deems lowest and best. In arriving at this decision, full consideration will be given to the reputation of the Bidder, their financial responsibility, work of this type successfully completed, and past performance with the City of Norcross.
2. Bidders are advised to examine specifications carefully and to make examinations of the site of the proposed work as necessary to familiarize themselves with location conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully regarding the conditions under which the work will be performed. The City of Norcross will not be responsible for the bidder's errors or misjudgment, nor for any information on location conditions or general laws and regulations.
3. Any unauthorized additions, conditions, limitations, or provisions attached to the bid shall render it informal and may cause for rejection.

II. Award of Contract

A. The contract will be awarded to the lowest responsive and responsible bidder whose bid will be most advantageous to the City of Norcross, price and other factors considered. The City of Norcross is to make the determination.

B. The bid evaluation will be comprised of the following criteria:

1. Bid price
2. Compliance with specification
3. Ability to deliver product and service
4. Availability of warranty on service and parts
5. Start Date
6. References

C. Prior to the award of the contract, the successful bidder will be required to submit a work schedule to the City, demonstrating the bidder's ability to commence and proceed in a timely manner on the entire City's janitorial contracts for which they are the successful bidder. A bidder's failure to demonstrate the ability to proceed as required may result in the award of one or all of those sections to the next lowest, responsive, and responsible bidder, as deemed in the City's best interest.

D. Failure to demonstrate the ability for simultaneous contract execution and progression will result in, at the City's discretion, the award of any and/or all, of the bidder's contracts to the next lowest responsible bidder or the re-advertisement and re-bidding of any and/or all of these contracts.

E. Prior to the execution of a contract, a Contract Coordination Meeting is required between Contractor(s) and City of Norcross Public Works Division, to ensure clarity and commitments concerning coordinating work schedules, if applicable.

City of Norcross
Department of Public Works,
John Davis, Public Works Superintendent

III. Location and Sites

- A. The sites of the proposed work are, City Hall 65 Lawrenceville Street, Welcome Center 189 Lawrenceville Street, Cultural Arts Center 10 College Street, Norcross Police Annex Building 168 Wingo Street and Public Works Building 345 Lively Avenue, Norcross, GA
- B. The contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications as directed by the Department of Public Works.
- C. Before submitting a bid, the contractor is required to visit the site and acquaint himself with the actual conditions and the location of any and/or all obstructions that may exist on the site. The site visits must be confirmed by the Project Manager.
- D. The contractor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

IV. Compliance with OSHA Standards and Regulations

The work connected with this contract shall be performed in accordance with all applicable OSHA regulations and standards, including any additions or revisions thereto until the job is completed and accepted by the City of Norcross.

V. Materials

- A. Unless otherwise specified in the contract documents, the contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the completion of the Work.
- B. All materials and equipment incorporated into the work shall be of good quality and new, except as otherwise provided in the contract documents. All special warranties and guarantees required by the Specifications shall expressly run to the owner's benefit.

VI. Inspection

The City of Norcross does not commit to having a full-time inspection or testing of work while in progress or at sources of materials furnished. Any lack of inspection and/or testing will in no way relieve the contractor of his responsibility to provide quality workmanship in accordance with the specifications. Any test ordered under the supervision of the City that fails to meet standards and retesting that is required will be at the contractor's expense.

VII. Contract Requirements

- A. Successful vendor is required to do the following within ten (10) days of Notice:
 1. Return to Department of Public Works Division, contract documents executed by the authorized representative attested by the corporate Secretary Treasurer.
 2. Provide insurance certificates as specified in the bid documents.
 3. Provide bonding as required by the bid documents.

City of Norcross
Department of Public Works,
John Davis, Public Works Superintendent

VIII. Miscellaneous Provisions

- A. Schedule: The contractor shall provide to jdavis@norcrossga.net a schedule of janitorial activities, if applicable. The schedule must be presented at least seven (7) days prior to work commencing.
- B. Work Hours: The daily hours will be provided with the notice to proceed.
- C. Disposal of Refuse: The contractor shall be solely responsible for disposing of materials and shall consider, before bidding, the compliance with the above stated ordinances and regulations. Disposal of debris must be done in a lawful manner, in accordance with all applicable federal, state and/or local laws, statutes, rules, ordinances, and/or regulations.

All trash and debris shall be collected and placed in provided receptacles daily. The contractor will not be permitted to burn any of the materials on site or within the boundary limits of Norcross, Georgia.

IX. Multiyear Lease/Purchase Contract Requirements – O.C.G.A. § 36-60-13

The City of Norcross is authorized to enter into five-year lease, purchase, or lease-purchase contracts of all kinds for the acquisition of goods, materials, real and personal property, services, and supplies.

- A. Mandatory provisions in such five-year lease, purchase, or lease-purchase contracts:
1. The contract shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year in which it was executed and
 2. At the close of the succeeding calendar year for which it may be renewed as provided below.
 3. The contract may provide for automatic renewal unless positive action is taken by the City to terminate such contract, and the nature of such action shall be determined by the City and specified in the contract.
 4. The contract shall state the total obligation of the City for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and
 5. The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by the City.
- B. Permissive provisions in such multiyear lease, purchase, or lease-purchase contracts:
1. A provision which requires that the contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county or municipality under the contract; or
 2. Any other provision reasonably necessary to protect the interests of the City.

X. Requested Content:

All questions must be answered, and the information given must be clear and comprehensive. Add separate sheets if necessary. The written request should provide background information about the company, its employees, and its experience with related projects and related clients (especially governmental). The statement shall be submitted with bid.

A. Name of Bidder

B. Permanent main office address, email address, and pertinent contact numbers.

C. How long (years) has your firm been in the janitorial business under your present name; also, state names and dates of previous firm names, if any; where organized?

City of Norcross
Department of Public Works,
John Davis, Public Works Superintendent

- D. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate to the requirements of this bid document. Provide copies of the results of any, and all background, credit, and criminal checks for any persons working in City buildings.
- E. Contract on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
- F. General character of work performed by your company.
- G. Have you ever failed to complete any work awarded to you? If so, where, and why?
- H. Have you ever defaulted on a contract? If so, where, and why?
- I. List the most important contracts recently executed by your company, stating approximate cost for each and the month and year completed.
- J. List your major equipment available for this contract.
- K. List any subcontractors whom you would expect to use for the contract.
- L. With what bank do you do business? Do you grant the City permission to contract this/these situations? Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, and may be requested by City. If requested, such statements must be provided within five (5) business days, or the bid proposal will be rejected. A certified audited statement is preferred. Internal statements may be attached only if independent statements were not prepared.

It shall be understood and agreed upon that during the term of this agreement and for a period of three (6) months thereafter, the owner or representative will not directly or indirectly hire any employee of the Contractor.

NON-COLLUSION: VENDOR(S), BY SUBMITTING A SIGNED BID, CERTIFY THAT THE ACCOMPANYING BID 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 STATE LAW

Note:

Please request bidding documents/specifications and submit questions via email only. Submit questions/requests to John Davis via email at jdavis@norcrossga.net.

All questions and requests must be submitted via email prior to February 14, 2023.

Bid Packages are due March 3, 2023, at 11 A.M.

The City of Norcross reserves the right to reject any or all bids, waive technicalities, and make an award deemed in its best interest. We appreciate your interest in the City of Norcross.

City of Norcross
Department of Public Works,
John Davis, Public Works Superintendent

Yearly Fee Schedule

Total Contract Year One – 2023	\$
Total Contract Year Two – 2024	\$
Total Contract Year Three – 2025	\$
Total Contract Year Four – 2026	\$
Total Contract Year Five – 2027	\$
Total Contract Price	\$

Event Cleaning

Additional Charges (per after hour events)
Cultural Arts Center - Ballroom 1 st floor, front lobby, restrooms, kitchen (floors, counters wipe down front of appliances) \$
Rectory – 1 st floor, exhibit areas, kitchen (floors, counters, wipe down front of appliances) \$
City Hall – Community Room – vacuuming, cleaning - windows & doors \$

City of Norcross
Department of Public Works,
John Davis, Public Works Superintendent

References:

The contractor must provide at the time of bid opening a list of contact numbers, addresses and a contact person from three (3) jobs completed having similar specification within the metro Atlanta area.

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 Work: _____
Contract 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: _____

Criteria	Max Score
Strength of overall proposal	25
Experience with same scale work	25
Overall experience in janitorial business	20
Ability to complete work timely & effectively	20
Price	10
Total	100

	GSC	CEGLR	AFS	BMS	ViroPro
Criteria	Score	Score	Score	Score	Score
Strength of overall proposal	19.67	19.00	18.67	20.00	19.33
Experience with same scale work	19.67	17.00	22.67	24.00	9.33
Overall experience in janitorial business	18.33	20.00	20.00	16.33	5.00
Ability to complete work timely & effectively	17.67	17.67	16.33	8.33	17.00
Price	10.00	10.00	3.89	9.02	7.71
Total	85.33	83.67	81.55	77.69	58.38

Building Maintenance Services INC.

1955 Vaughn Road, Suite 105 Kennesaw, Georgia 30144
 T 770-218-2993 F 770-218-2996
 www.bmsinc.us

CONTRACT

COMPANY NAME: City of Norcross
 ADDRESS: 65 Lawrenceville Street
 Norcross, GA 30071
 CONTACT: Angie Padilla
 angie.padilla@norcrossga.net
 RE: RFP PWUP 15-07
 DATE: December 1, 2015

CONTRACT

- BMS, Inc. will provide janitorial service to 65 Lawrenceville Street, 189 Lawrenceville Street, 10 College Street and 345 Lively Avenue, Norcross, GA per the specifications in Exhibit A.
- BMS, Inc. will provide all cleaning equipment necessary to perform janitorial duties.
- BMS, Inc. will provide all cleaning chemicals and solutions.
- BMS, Inc. will use only Green products in City buildings.
- The City of Norcross will provide all paper products.
- Contract is valid for one year with automatic renewal unless negotiated at anniversary.
- Contract may be cancelled with thirty days written notice by either party.
- "Fee Schedule" follows Exhibit A on last page.
- It shall be understood and agreed upon that during the term of this agreement and for a period of three (3) months thereafter, the owner or representative will not directly or indirectly hire any employee of the Contractor.

BOTH PARTIES SIGNING BELOW AGREE TO ALL TERMS AND CONDITIONS STATED ABOVE.

 DATE 12-7-15
 AUTHORIZED SIGNATURE FOR CITY OF NORCROSS

 DATE 12-16-15
 BUILDING MAINTENANCE SERVICES, INC. SIGNATURE

FEE SCHEDULE

AREA	WEEKLY COSTS	MONTHLY COSTS	ANNUAL COSTS
City Hall - 65 Lawrenceville Street	\$309.21	\$1,339.91	\$16,078.86
Welcome Center - 189 Lawrenceville Street	\$14.07	\$60.95	\$731.43
Cultural Arts & Community Center - 10 College Street	\$186.11	\$806.48	\$9,677.76
Rectory - 10 College Street	\$25.85	\$112.00	\$1,344.00
Public Works, Utilities & Parks 345 Lively Avenue	\$101.70	\$440.69	\$5,288.22
TOTAL CONTRACT ANNUAL PRICE, YEAR ONE	\$33,120.27		
TOTAL CONTRACT ANNUAL PRICE, YEAR TWO	\$33,120.27		
TOTAL CONTRACT ANNUAL PRICE, YEAR THREE	\$33,120.27		
TOTAL CONTRACT PRICE	\$99,360.81		



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6741	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	6/5/2023 6:30 PM	In Control:	Policy Work Session
Title:	LMIG Street Resurfacing Recommendation		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - LMIG Street Resurfacing Recommendation](#)
2. [Contractor Agreement Streets Resurfacing Project w/ShepCo](#)
3. [ITB 24-03 LMIG Street Resurfacing](#)
4. [LMIG Street Resurfacing \(ITB 24-03\) - Bids](#)

Title

LMIG Street Resurfacing Recommendation

Drafter

John Davis

Motion

A motion to Approve/Deny a contract with ShepCo Paving, Inc for the 2023 Streets Resurfacing Project, funded by the Local Maintenance & Improvement Grant (LMIG).



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

Agenda Report

To: Mayor and Council

From: John Davis, Public Works Superintendent

Meeting Date: June 5, 2023 – Mayor and Council

Item No.: 23-6741

Title: LMIG Award

CC: Eric Johnson, City Manager

Recommendation:

The Public Works Division is recommending approval to move forward with the LMIG 2023 Streets Resurfacing Project, for which ShepCo Paving, Inc. was the lowest bidder.

Background:

The Local Maintenance and Improvement Grant (LMIG) program provides funds to the City of Norcross for improvements to our roadways each year. The funding source for LMIG is a percentage of the state motor fuel tax.

Staff solicited bids via ITB 24-03 Street Resurfacing. Several qualified contractors submitted bids and ShepCo was the lowest bidder.

Financial Impact

This project will be funded by 2021 & 2022 LMIG funds, (\$275,000) and the City will match with 30% (\$82,500).

Consistent with Comprehensive Plan?

Yes. GOAL 3 Increase Opportunities for Travel via Different Modes within and Outside the Community.

Policy 3-4: Enhance the existing roadway network to improve safety and limit congestion.

The Streets Resurfacing Project is to provide pavement milling and resurfacing services, which includes repairing the existing pavement base, resurfacing of adjacent driveways to meet street pavement grades, adjustments of water valves & manholes, and the installation of pavement markings.

Next Steps:

The City will move forward to sign a contract with Shepco Paving Company and begin resurfacing roads.

Attachments:

ITB 24-03 LMIG Street Resurfacing

LMIG Street Resurfacing (ITB 24-03) - Bids

Contractor Agreement

AGREEMENT BETWEEN SHEPCO PAVING, INC.

AND THE CITY OF NORCROSS

PROJECT: ITB 24-03 – LMIG STREET RESURFACING

Project Description

2023 LMIG paving scope: *The contractor shall furnish all materials, equipment, and labor to complete the required construction as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City of Norcross Director of Public Works, Utilities & Parks, or his representative. Unless otherwise specified all work shall be completed in accordance with Georgia Department of Transportation Standard Specifications (Current Edition). The work location and descriptions follow but are not limited to:*

- 1) Pinnacle Court from Pinnacle Way to End (2,349 SY)*
- 2) Academy Street NW from Lawrenceville Street to Born Street (1,329 SY)*
- 3) Northbelt Drive NW from Jimmy Carter Blvd. to Cul-de-sac (3,058 SY)*
- 4) Norcross Industrial Court from Buford Highway to End (2,979 SY)*

Mill asphalt pavement 2.0", Overlay with 12.5 mm Superpave. Patching as needed, striping as directed.

Streets scheduled for milling and resurfacing will include repairing the existing pavement base, resurfacing of adjacent driveways to meet street pavement grades, adjustments of water valves & manholes, and the installation of pavement markings.

This AGREEMENT is made this _____ day of _____ in the year two thousand twenty-three (2023) between **The City of Norcross**, hereinafter the "owner", and Shepco paving Inc., (hereinafter the "Contractor") for the following Project.

The contractor and owner for the consideration named herein agree as follows:

A. SCOPE OF WORK:

Shepco Paving, Inc. shall be expected to meet with Public Works staff prior to the start of construction. This meeting shall serve as an opportunity for both parties to review the specifications and visit the project site.

Project to be completed in accordance with ITB 24-03; the project should begin within ten (10) working days after notification of contract award.

Other Provisions

All work shall be completed in a workmanship-like manner and in compliance with all building codes and other applicable laws.

To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

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

All change orders shall be in writing and must be signed by the owner and contractor.

Contractor warrants it is adequately insured for injury to its employees and other incurring loss or injury as a result of the acts of the contractor or its employees and subcontractors. Contractor shall supply current declaration pages for such insurances at the execution of this agreement.

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

Contractor agrees to remove all debris and leave the premises in broom clean condition. The City is contracted with Waste Management; thus, the contractor must use their services for waste removal.

In the event owner shall fail to pay any periodic or installment payment due hereunder, contractor may cease work without breach pending payment or resolution of any dispute.

Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or general unavailability of materials. Notwithstanding anything set forth herein to the contrary, Contractor shall be liable to and pay to owner liquidated damages in the amount of \$500.00 per day for every day after the completion date the project is not completed. Owner shall have the non-exclusive option of deducting the liquidated damages from the contract price through reduction in the installments and or retainage.

The Contractor shall provide to the Capital Project Manager **Christabel.ghansah@norcrossga.net** the schedule of construction activities. The schedule must be presented at least seven (7) days prior to work commencing to notify residents and/or businesses.

Contractor warrants all work for a period of twelve (12) months following completion.

The contractor further represents and warrants as follows:

1. Contractor at all times shall inspect and keep the workplace safe for contractor's agents, employees and subcontractors and any licensee or invitee and any other third party who might

otherwise come onto the workplace. The workplace shall be defined as that portion of the project which is, from time to time, under the control of Contractor for the purpose of performance of Contractor's work according to the agreement.

2. Contractor agrees to indemnify and hold owners harmless from any and all claims, actions, damages or litigation arising out of contractor's failure to perform under the terms and conditions within the agreement, including the payment of owner's attorney's fees. This indemnification further provides that contractor will be responsible for any cost associated with the completion of the project should such costs of completions (which includes all labor and materials) exceed the initial fee proposal and contract price.

A. ATTACHMENTS:

1. Attachment "A" City of Norcross Request for Proposal and bid specifications – Project Description
2. Attachment "B" Contractors Information
3. Attachment "C" E-Verify Contractor Affidavit
4. Attachment "D" SAVE Affidavit
5. Attachment "E" Performance & Payment Bond

B. FEE PROPOSAL:

1. The owner shall pay the contractor for the material and labor to be performed under the contract, the sum of **two hundred seventy-five thousand dollars (\$275,000)**, subject to change-order additions and deductions.
2. Payment Applications will be submitted by the 10th of each month. Payment will be made by the tenth of the following month.
3. Retainage will be held by the owner equal to 10 percent of each pay application, up to 50% of the contract amount. Retainage shall be paid in full upon completion of the work.

C. SCHEDULE:

1. Shepco Paving, Inc. is prepared to begin work upon receipt of a signed contract.

D. PROJECT INSPECTIONS:

1. The resurfacing projects listed under the project description on page 1 shall be inspected by the Norcross Department of Public Works or its contract

engineering staff. These inspections shall be in addition to required inspection by the Department of Community Development.

E. TERMS AND CONDITIONS:

1. This Agreement shall be administered in accordance with the Terms and Conditions listed in Attachments. This Contract together with the exhibit identified herein, shall constitute the entire agreement between the City of Norcross and Shepco Paving, Inc. in respect to the project and may only be modified in writing signed by both parties. Receipt of the signed agreement will serve as a notice to proceed.
2. This Agreement entered into as of the day and year first written above.

F. INSURANCE REQUIREMENTS

The 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 occurrence, and property damage with limits of no less than \$500,000.00 per occurrence; (b) statutory worker's compensation insurance, including employer's liability insurance; and (c) employee dishonesty and/or crimes coverage with respect to personnel of the contractor having access to City buildings, with limits of no less than \$50,000.00 per occurrence. All insurance shall be provided by an insurer(s) acceptable to the City and shall provide for thirty (30) days prior notice of cancellation to the City. Upon request, the contractor shall deliver to the city a certificate or policy of insurance evidencing the contractor's compliance with this policy. The contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage; (c) employee dishonesty and/or crimes coverage with respect to personnel of the contractor having access to City buildings, with limits of no less than \$50,000.00 per occurrence.

Certificate Holder should read:

City of Norcross, its Elected Officials and
Employees, 65 Lawrenceville Street
Norcross, GA 30071

SHEPCO PAVING, INC.

CITY OF NORCROSS

(Signature)

Craig Newton, Mayor
(Signature)

(Printed name and title)

Craig Newton, Mayor
(Printed name and title)

Attest:

Monique Lang, City Clerk

(DATE)

(DATE)

(SEAL)

(SEAL)

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

**Request for Proposal
(ITB 24-03)**

Street Resurfacing

The City of Norcross is soliciting competitive sealed bids from qualified contactors for 2023 Street resurfacing for the department of Public Works.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the Invitation to Bid (ITB 24-03) number and Company name. Bids will be received until 10:00 A.M. local time on March 24, 2023, at the Department of Public Works, located at 345 Lively Avenue, Norcross, Georgia 30071. Any bid delivered after this date and time will not be accepted. Bids will be publicly opened and read at 11:05 A.M. Apparent bid results will be available the following business day on the City's website www.norcrossga.net

A Pre-Bid conference will be held at 9:00 A.M., March 17, 2023, at the City of Norcross Department of Public Works, conference room located at 345 Lively Avenue, Norcross, Georgia 30071. The conference will include a review of the Bid documents, and a question-and-answer period. Attendance at the pre-Bid Conference is required. Bidders are expected to be familiar with the Bid documents and to provide the city with any questions regarding the Bid documents at the Pre-conference or by the deadline for questions to be submitted.

Questions regarding the bids should be directed to John Davis, Public Works Superintendent, at Jdavis@norcrossga.net no later than March 15, 2023. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the supplier submitting the lowest responsive and responsible bid. The City of Norcross reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. The City of Norcross reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder(s) at its discretion.

All companies submitting a bid will be notified in writing of award.

We look forward to your bid and appreciate your interest in the City of Norcross.

John Davis

City of Norcross

Public Works Superintendent

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

Scope of Work

2022 LMIG paving scope: The contractor shall furnish all materials, equipment, and labor to complete the required construction as described in its entirety to the specifications as directed and the terms of this contact including all incidentals as directs by the City of Norcross Director of Public Works, Utilities & Parks, or her representative. Unless otherwise specified all work shall be completed in accordance with Georgia Department of Transportation Standard Specifications (Current Edition). The work location and descriptions follow but are not limited to:

1. Northbelt Parkway NW from North Norcross Tucker Rd. to North Belt Dr. (7,292 SY).
2. Pinnacle Court from Pinnacle Way to End (2,349SY)
3. Academy Street NW from Lawrenceville Street to Born St. (1,329 SY)
4. Northbelt Dr. NW from Jimmy Carter Blvd to cuz-de-sac (3,058)
5. Norcross Ind. Court from Buford Highway to End (2,949 SY)

Mill asphalt pavement 2", Overlay with 12.5mm Superpave. Patching as needed, striping as directed.

Streets scheduled for milling and resurfacing will include repairing the existing pavement base, resurfacing of adjacent driveways to meet street pavement grades, adjustments of water valves & manholes, and the installation of pavement markings.

All sealed bids must be submitted by Friday March 24, 2023 @ 10:00 AM to the address below: Please submit two hard (paper) copies and one soft (PDF or other electronic document) copy of your bid package to:

John Davis
ITB 24-03
Department of Public Works, Utilities & Parks
345 Lively Avenue
Norcross, GA 30071

Questions must be submitted by March 15, 2023 to jdavis@norcrossga.net

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

REQUIREMENT

Estimates must include labor and all materials as specified; no substitutions for materials are allowed unless approved by owner.

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

I. General Conditions

A. Qualifications

1. Bids will be considered only from experienced and well-equipped Contractor(s) engaged in work of this type and magnitude.
2. Bidders may be required to submit evidence setting forth qualifications, which entitle his or her company for consideration as a responsible contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing of equipment available for use on this work. Before accepting any bid, the City may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.
3. Status as a State D.O.T. certified contractor is one of the factors to be considered in determining qualification for this bid.

B. Guarantee to Accompany Bid

1. Bids must be accompanied by a certified check or cashier's check or acceptable bid bond in an amount not less than five percent (5%) of the amount bid per section, failure to submit a bid bond or certified - cashier's check will be cause for rejection.

C. Joint Ventures

1. Joint Ventures between two contractors will not be allowed. The General Contractor shall be required to perform 100% of the actual resurfacing/paving work and will not be allowed to sublet these items. Subletting of the additional items (milling, structure adjustment, crack filling, etc.) shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

D. Authority to Sign

1. The Bidder should ensure that the legal proper name of his proprietorship, firm, partnership and/or corporation is printed or typed in the space provided on the Schedule of items.

E. Rights Reserved

1. City of Norcross reserves the right to reject any and all Bids, to waive informalities or to re-advertise. It is understood that all Bids are made subject to this agreement, that City of Norcross reserves the right to decide which Bid it deems lowest and best. In arriving at this decision, full consideration will be given to the reputation of the Bidder, their financial responsibility, and work of this type successfully completed and past performance with the City of Norcross.
2. Bidders are advised to examine Plans and Specifications carefully and to make examinations of the site of the proposed work as are necessary to familiarize themselves with location conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully in regard to conditions under which the work will be performed. The City of Norcross will not be responsible for the Bidders errors or misjudgment, nor for any information on location conditions or general laws and regulations.
3. Any unauthorized additions, conditions, limitations, or provisions attached to the Bid shall render it informal and may be cause for rejection.

II. Award of Contract

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid will be most advantageous to the City, price and other factors considered. The City is to make the determination.
- B. The bid evaluation will be made on the following criteria:
 - Bid price
 - Compliance with specification
 - Ability to deliver product and service
 - Availability of warranty on service and parts
 - Start Date
 - References

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

- C. Prior to award of the Contract, the successful bidder will be required to submit a construction schedule to the City, demonstrating the bidder's ability to commence and proceed in a timely manner on the entire City's resurfacing contracts for which they are the successful bidder. Due to time constraints on this contract, it is mandatory that the work be performed simultaneously and immediately. A bidder's failure to demonstrate the ability to proceed as required may result in the award of one or all of those sections to the next lowest, responsive and responsible bidder, as deemed in the City's best interest.
- D. Failure to demonstrate the ability for simultaneous contract execution and progression will result in, at the City's discretion, the award of any and/or all of the Bidder's contracts to the next lowest responsible bidder or the re-advertisement and re-bidding of any and/or all of these contracts.
- E. Prior to execution of a Contract, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount per section, must be provided by the successful bidder by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher and satisfactory to the City of Norcross. Bonds given shall meet the requirements as listed in this Bid package.

III. Production Requirements

- A. Time is of the utmost importance of this project. The successful bidder 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 in order to complete the work within 90 Days. Contractor must resurface streets within 72 hours of milling.

IV. Progress Payments and Retainage

- 1. After work has commenced, progress payments shall be made least 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 construction site, less retainage.
- 2. The City shall retain a maximum of 10 percent of each progress payment; provided, however, when 50 percent 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 his or her work."

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

V. Location and Site

- A. The site of the proposed work is at the stated location(s) within City of Norcross, Georgia. A list of proposed roads is included in the specifications.
- B. The Contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications as indicated on the drawings or as directed by the Department of Public Works.
- C. The Contractor, before submitting a bid is required to visit the site and acquaint himself with the actual conditions and the location of any and/or all obstructions that may exist on the site. The site visits must be confirmed by the Superintendent of Public Works.
- D. The Contractor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

VI. Compliance with OSHA Standards and Regulations

The work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto, until the job is completed and accepted by the City of Norcross.

VII. Materials

All materials furnished and/or installed by the Contractor shall be furnished only Georgia Department of Transportation certified source and shall be within the limits, tolerances, formulae, etc. as established by the Georgia Department of Transportation.

VIII. Inspection

City of Norcross does not commit to have a full-time inspection or testing of work while in progress or at sources of materials furnished. Any lack of inspection and/or testing will in no way relieve the Contractor of his responsibility to provide quality workmanship in accordance with the specifications. Any test ordered under the supervision of the City that fails to meet standards and retesting that is required will be at the Contractors expense.

City of Norcross
 Department of Public Works, Utilities & Parks
 John Davis, Public Works Superintendent

XI. Contract Requirements

- A. Successful vendor is required to do the following within ten (10) days of Notice:
1. Return to Department of Public Works contract documents executed by the authorized representative attested by the corporate Secretary Treasurer.
 2. Provide Insurance Certificates as specified in the bid documents.
 3. Provide bonding as required by the bid documents.
- B. Failure to execute the Contract, Contract Performance Bond and Payment Bond, 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 bid 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 lowest, responsible bidder, or the work may be re-advertised or constructed by City forces. The Contract and Contract Bonds shall be executed in duplicate to: Georgia Department of Transportation unless otherwise directed. All work performed shall be in accordance with: The Department of Transportation, State of Georgia, Standard Specifications, Construction of Transportation Systems, 2001 Edition, dated June 21, 2001, and any applicable revisions that apply thru 2021.

X. General Construction Guidelines

- A. The General Contractor shall be required to perform 100% of the actual resurfacing, paving work, and will not be allowed to sublet this item. Subletting of the additional items: milling, structure, adjustment, cracks filing, etc. shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.
- B. The Contractor shall be required to give 24 hours' notice to City of Norcross or its Representatives before proceeding with paving on any road in writing, submitted via fax, email or hand delivery.
- C. Prior to beginning the patching work (or paving work if there is no patching), the Contractor shall install the appropriate post-mounted road construction signs on each non-residential road they are resurfacing. These signs will remain in place until approved for removal by the Department of Public Works.
- D. The Contractor shall furnish, install, maintain, and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by Standard Specifications of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.

City of Norcross
 Department of Public Works, Utilities & Parks
 John Davis, Public Works Superintendent

XI. Miscellaneous Provisions

A. Permits

No permits are anticipated for this project.

B. Construction Schedule

If applicable, the Contractor shall provide to the Public Works superintendent a schedule indicating the order in which the streets will be resurfaced and an approximate schedule of when the work will be completed on each street. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents. Contractor is required to notify Homeowners and business merchants via flyers.

C. Work Hours

The daily hours are 8am-10pm on weekdays and 10am-8pm on weekends

D. Detour/Closures

All road closures and detours shall be approved by the Norcross Department of Public Works.

E. Residential Refuse

The Contractor is required to contact Norcross Public Works, Utilities & Parks Department at 678-421-2069, to obtain sanitation schedules in an attempt to reduce inconveniences to the citizens of Norcross.

F. Project Briefing

All bidders are required to schedule an appointment with the Public Works Superintendent in order to inspect each work site. The superintendent can be reached at jdavis@norcrossga.net or 678-421-2069.

G. Disposal of Refuse

The Contractor shall be solely responsible for disposing of materials and shall take into account, before bidding the compliance with the above stated ordinances and regulations. Disposal of debris must be done in a lawful manner, in accordance with all applicable federal, state and/or local laws, statutes, rules, ordinances, and/or regulations. All trash and debris shall be collected and removed from the site(s) on a daily basis. The Contractor will not be permitted to burn any of the materials on site or within the boundary limits of Norcross Georgia.

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

Requested Content

All questions must be answered, and the information given must be clear and comprehensive. Add separate sheets if necessary. The written request should provide background information about the company, its employees, and its experience with related projects and related clients (especially governmental). The statement shall be submitted with bid.

- a. Name of Bidder
- b. Permanent main office address, email address, pertinent contact numbers.
- c. How long (years) has your firm been in the construction business under your present name; also state names and dates of previous firm names, if any; where organized?
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.
- e. How long do you warrant a project?
- f. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long
- g. Contract on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
- h. General character of work performed by your company.
- I. Have you ever failed to complete any work awarded to you, if so, where and why?
- j. Have you ever defaulted on a Contract, if so, where and why?
- k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where and why?
- l. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
- m. List your major equipment available for this contract.
- n. List any subcontractors whom you would expect to use for the contract.
- o. With what bank do you do business? Do you grant the City permission to contract this/these situations? Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, and may be requested by City. If requested, such statements must be provided within five (5) business days or the bid proposal will be rejected. Certified audited statement is preferred. Internal statements may be attached only if independent statements were not prepared.

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

NON-COLLUSION: VENDOR(S), BY SUBMITTING SIGNED BID, CERTIFY THAT THE ACOMPANYING BID 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 STATE LAW

Street Listings:

Milling 2" / 12.5mm Super-pave asphalt, patching as needed,

- Northbelt Pkwy NW
- Pinnacle Court
- Academy Street NW
- Northbelt Dr.
- Norcross Ind. Ct

SPECIFICATIONS

The street scheduled for milling and resurfacing will include repairing the existing pavement base, resurfacing of adjacent driveways to meet street pavement grades, adjustments of water valves & manholes, and the installation of pavement markings/stripping.

The pavement to be placed after milling the existing wearing course is two-inch (2) inch - 12.5mm Super-pave asphalt.

Patching shall include 8" GAB over compacted subgrade, 2" of 19MM super-pave, and 2" of 12.5 MM super-pave surface course.

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

Bid Quantities. For your information, see attached LMIG Project Report for the project limits and asphalt quantities the City used in preparing the bid form.

Road Name	Limit 1	Limit 2	Length	Width	Area	Area	Tonnage of 2" 12.5mm
			(ft)	(ft)	(sf)	(sy)	(ton)
Northbelt Parkway NW	N. Norcross Tucker Rd.	Northbelt Drive	2344	28	65,632	7,292	802.2
Pinnacle Court	Pinnacle Way	End	755	28	21,140	2,349	645.9
Academy Street	Lawrenceville St.	Born Street	598	20	11,960	1,329	146.2
Northbelt Drive	Jimmy Carter Blvd	End	983	28	27,524	3,058	336.4
Norcross Ind. Court	Buford Highway	End	948	28	26,544	2,949	324.4

The bidder shall round up to 23,000 tons for the purpose of preparing a sealed bid. The contractor will be responsible for providing resurfacing for the project limits and length and area measurements as denoted above.

Contractor is responsible for accounting for all valve and manhole concrete collars.

Manhole Adjustment and Water Valve Box Adjustment

The following procedures shall be used in the adjustment of structures:

- a. It shall be the Contractor's responsibility to note and mark the location of each water valve box and manhole covers on the streets to be resurfaced, prior to the resurfacing work then locate and adjust each of these after resurfacing.
- b. Structures shall be adjusted within 10 days after the road is resurfaced.
- c. The existing pavement will be removed a minimum of 9" outside of the most exterior points of the structures.
- d. Structures will be adjusted to pavement grade using bricks, shims or other non-organic material.
- e. Concrete having a minimum compressive strength of 3000 p.s.i. at 28 days shall be placed around the adjusted structure, consolidated to fill the voids, and finished to pavement

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

grade. Care should be taken to prevent concrete from falling into manholes, with any such material being removed by the contractor as soon as possible.

- f. Concrete shall be protected from traffic for a minimum of 3 days with steel plates, or other measures as approved by the Engineer or Department of Public Works.
- g. The unit prices bid for Manhole adjustment and Walter Valve Box Adjustment will be for all work performed, including excavation and disposal of existing material, adjustment of structure, traffic control, and protection of the concrete.
- h. The contractor will give the City at least 24 hours' notice as to the locations to be adjusted to allow for inspection scheduling.
- i. The City reserves the right to adjust any structures using in-house labor as deemed practicable.
- j. In the event an existing casting or structure is found to be structurally deficient it shall be reported to the Department of Public Works for evaluation.

Note:

Please request bidding documents/specifications and submit questions via e-mail only. Submit questions/requests to John Davis via e-mail at jdavis@norcrossga.net.

All questions/requests must be submitted via e-mail prior to March 15, 2023.

Bid Packages are due March 24, 2023 at 10:00 a.m.

The City of Norcross reserves the right to reject any or all bids, to waive technicalities and to make an award as deemed in its best interest. We appreciate your interest in the City of Norcross.

Attachment: ITB 24-03 LMIG Street Resurfacing (23-6741 : LMIG Street Resurfacing Recommendation)

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

BID FORM

This form is mandatory, and must be included in your bid, addressed to:

City of Norcross
345 Lively Avenue
Norcross, GA 30071

CATEGORIES SUBTOTAL

- | | | | | |
|-----------------------|--------------------------------|------------------|---|-----------------|
| 1. ASPHALT PAVING | Unit Price per ton \$ _____ | * 23,000 tons | = | \$ _____ |
| 2. MILLING | Unit Price per SY \$ _____ | * _____ SY | = | \$ _____ |
| 3. PATCHING | Unit Price per SF \$ _____ | * _____ SF | = | \$ _____ |
| 4. TRAFFIC CONTROL | Lump Sum | | = | \$ _____ |
| 5. CONCRETE COLLARS | | | | |
| VALVES | Unit Price per each _____ | * _____ valves | = | \$ _____ |
| MANHOLES | Unit Price per each _____ | * _____ manholes | = | \$ _____ |
| 6. STRIPING | Lump Sum | | = | \$ _____ |
| 7. MOBILIZATION, OH&P | Lump Sum | | = | \$ _____ |
| TOTAL | (sum of items 1 thru 7) | | | \$ _____ |

Written Amount: _____

Company: _____

Authorized Signature/Date: _____

Printed Name: _____

City of Norcross
 Department of Public Works, Utilities & Parks
 John Davis, Public Works Superintendent

References:

The Contractor must provide at the time of bid opening a list of contact numbers, addresses and a contact person from three (3) jobs completed having similar specification within the metro Atlanta area.

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: _____

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

Street Resurfacing / Q & A's

- 1) I understand the city wants two hard copies of the bid. Does one need to be marked **ORIGINAL** and one **COPY**? **The City requires two hard copies, it does not have to be marked original or copy.**
- 2) Will the City consider using construction signs on tripods instead of post mounted signs? **Yes, during or while work is in progress (on site).**
- 3) Under the Work Hours section, is the 10am-8pm hours intended for weekend work? **Yes, weekend hours, weekly work may begin as early as 10am**
- 4) Does the city want all the striping to be done in Thermoplastic? **Yes**
- 5) Does the city want the millings brought to a city facility? **No, we do not have a facility that housed milling**
- 6) On page 10, under the specifications, it states "The pavement to be placed after milling the existing wearing course is an inch and half (2) inch - 9.5mm Super-pave asphalt". Can the city please clarify the paving thickness? **Resurfacing will be 2"**
- 7) Is the milling intended to be 2" or variable? **Milling of 2" is required where possible**
- 8) Does the city want the milling cost to be included in the 800 tons of resurfacing price? **No, (keep these two separates) there is a line for milling on the form attached**
- 9) Can the city please provide the limits of each project road? **The limits are attached**
- 10) Northbelt Drive dead ends in a Cuz-de-sac, but another section of it continues east toward Vitel Electronics, Can the city please clarify the limits? **The Cuz-de-sac is included, NOT the additional section that heads east toward Vitel**
- 11) On the Bid Form, can you please clarify what OH&P stand for? **Overhead & Profit**
Overhead costs are operating expenses for necessary equipment and facilities. Profit is what allows the General Contractor to earn their living.
- 12) How long does the city want the contractor to warranty the work? **12 months / (Asphalt topical lasts 8-10 years depending on traffic flow.)**
- 13) What material is to be used for the pavement markings? **Thermos**
- 14) Will all striping be replaced as currently exists? **Yes**
- 15) The ITB states that bids must be accompanied by a certified check or cashier's check, do I need to include a check? **A bid bond or a Certified or Cashier's check in the amount not less than five percent (5%) of the amount bid per section is required.**



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6755	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	6/5/2023 6:30 PM	In Control:	Mayor and Council
Title:	Mayor and Councilmember Pay		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Mayor and Council Compensation](#)
2. [Mayor and Council Compensation - All Responses](#)
3. [Mayor and Council Compensation - 20 Mile Radius](#)
4. [Council Member Salary Ranges](#)
5. [Mayor Pro Tempore Salary Ranges](#)
6. [Mayor Salary Ranges](#)
7. [ORD 04-2023 Mayor and Council Compensation Ordinance - June 5](#)

Title
Mayor and Councilmember Pay

Drafter
Eric Johnson

Motion

Final Adoption

A motion to approve/Deny an amendment to Chapter 2, Article I, Sec 2-1 Salary, Compensation and, Expenses, with the following enacting clause:

The Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances, is hereby amended as more particularly set forth herein. It is the intention of the Mayor and the 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 of the Code in the Ordinance may be renumbered to accomplish that intention.



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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager
Charlene Marsh, Assistant to City Manager

Meeting Date: May 1, 2023 - Mayor and Council

Item No.: 23-6727

Title: Mayor and Council Compensation

Recommendation

- A. Adopt an ordinance updating annual compensation rates for elected officials, effective January 1, 2024
- B. Authorize staff to present recommended compensation rate increases for consideration in April 2024 based on the employee merit increase for FY24

Background

The most recent updates to elected official compensation rates were adopted by the Mayor and Council in May 2013 and took effect January 1, 2014. Following staff review of municipal elected official pay in 42 metro-Atlanta cities, salaries increased from \$5,400 to \$8,100 for Council members, \$6,000 to \$9,000 for the Mayor Pro Tempore, and \$6,900 to \$10,350 for the Mayor. Prior to this action, the last salary increase for elected officials was adopted in 1995. Authorizing staff to present recommended compensation rate increases for consideration based on the previous fiscal year's employee merit increase offers the city the opportunity to review and determine the appropriateness of elected official compensation on a more frequent basis.

In December 2022 staff distributed a request for information on elected official compensation in the Atlanta metropolitan area and received responses from 29 cities. Of the 29 cities, 19 are located within a 20 miles radius of the City of Norcross. Annual salaries for elected officials in the 19 cities range from \$900 to \$18,000 for Council members, \$1,200 to \$30,000 for the Mayor Pro Tempore, and \$5,000 to \$40,000 for the Mayor.

Since the present salaries went into effect in 2014, the City of Norcross has seen a nearly 12% increase in population, from an estimated 15,963 in 2014 to an estimated 17,642 in 2021. Similarly, adopted budget expenditures have grown 67.7%, from \$25.08 million (FY13) to \$42.06 million (FY23). The Consumer Price Index (CPI) from January 2013 to January 2023 saw a 29.9% increase. As the city's population and budget expenditures continue to increase, so do the responsibilities and complexity of the issues tackled by its elected officials. Methods for updating elected official salaries may include the consideration of trends in population, budget expenditures, CPI, and employee merit increases.

Financial Impact

If Mayor and Council update elected official compensation rates, the financial impact will not be seen until January 2024.

Consistent with Comprehensive Plan?

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

Next Steps

Staff recommends the consideration of the item at the June regular Council meeting. Per O.C.G.A. § 36-35-4(a)(3) the city must publish a notice of intent to take action at least once per week, three weeks prior to the meeting at which the adoption will take place.

Attachments

Mayor and Council Compensation – All Responses
Mayor and Council Compensation – 20 Mile Radius
Council Member Salary Ranges
Mayor Pro Tempore Salary Ranges
Mayor Salary Ranges

Update

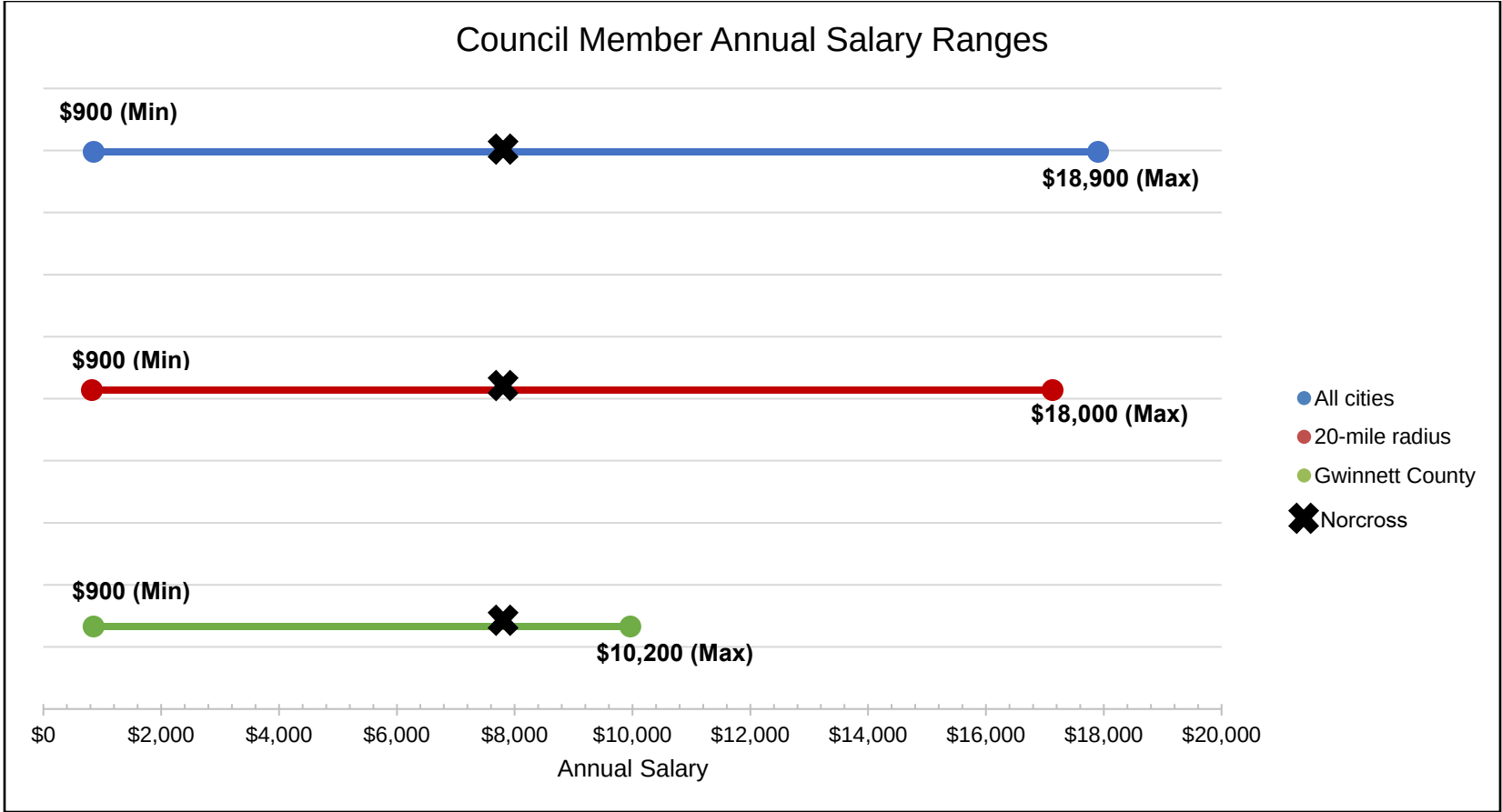
All responses - Cities within the Atlanta-Sandy Springs-Alpharetta Metropolitan Statistical Area

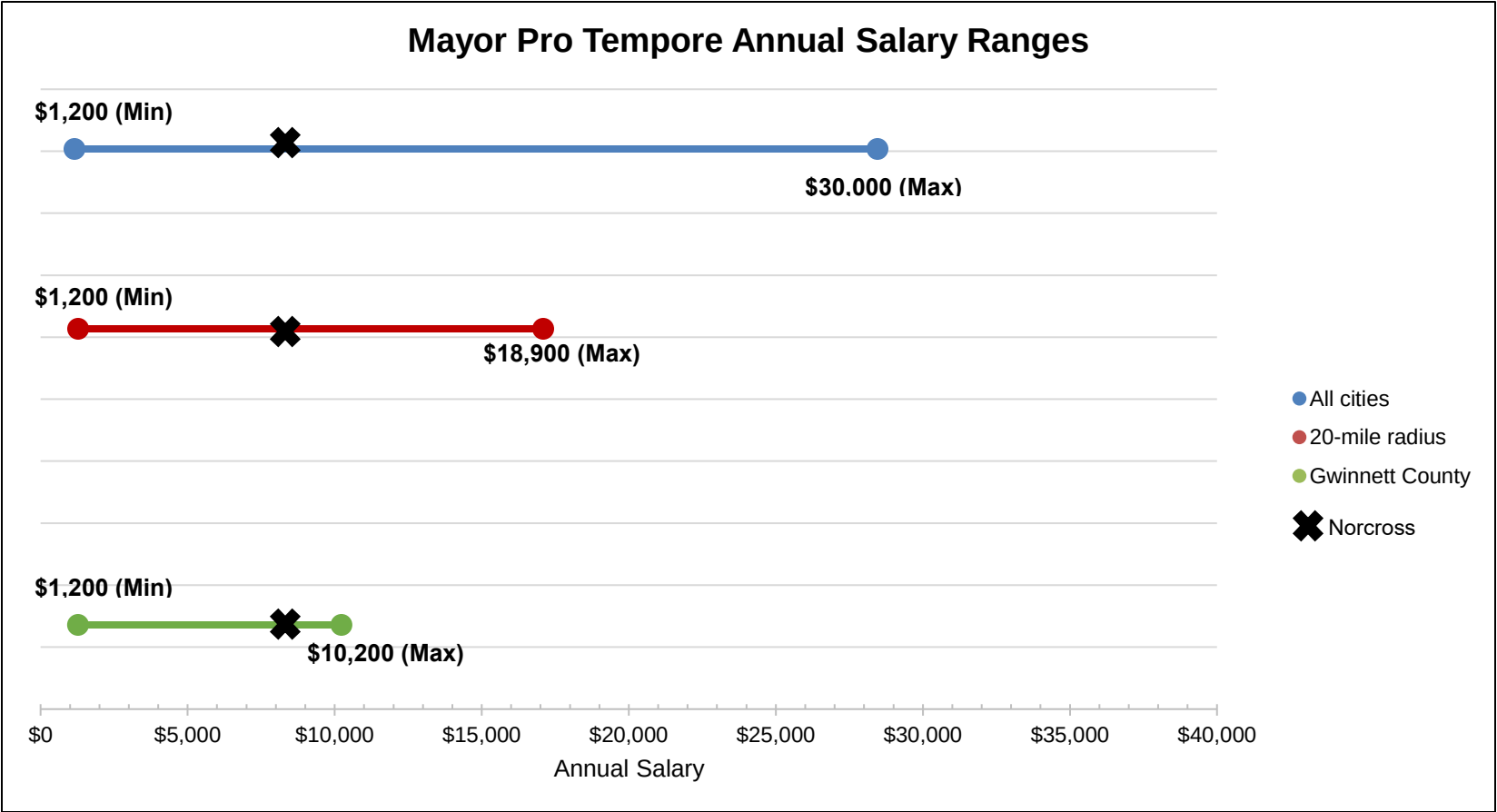
City:	Population Estimate (2021)	Budget Expenditures (2022)	Council Member Annual Salary:	Mayor Annual Salary:	Mayor Pro Tempore Annual Salary:
Berkeley Lake	2,054	\$2,737,356	\$900	\$5,000	\$1,200
Duluth	31,864	\$30,838,479	\$2,400	\$6,000	\$2,400
Lilburn	15,168	\$13,984,809	\$3,500	\$5,000	\$3,500
Sugar Hill	25,259	\$50,159,922	\$3,600	\$5,400	\$4,500
Avondale Estates	3,496	\$4,752,800	\$4,800	\$7,200	\$4,800
Cartersville	23,222	\$157,480,915	\$4,800	\$7,200	N/A
Loganville	14,720	\$33,561,606	\$6,000	\$12,000	\$6,000
Snellville	20,753	\$13,610,000	\$8,000	\$12,000	\$8,000
Peachtree Corners	42,108	\$33,599,450	\$8,000	\$9,000	\$8,000
Norcross	17,642	\$42,015,543	\$8,100	\$10,350	\$9,000
Fairburn	16,597	\$59,623,418	\$9,000	\$18,000	\$9,000
Suwanee	21,918	\$18,896,420	\$9,000	\$15,000	\$11,100
Lawrenceville	30,516	\$149,330,226	\$10,200	\$12,600	\$10,200
Woodstock	36,198	\$61,287,270	\$11,400	\$14,400	\$11,400
Covington	14,391	\$142,104,611	\$12,000	\$18,000	N/A
Clarkston	14,538	\$12,973,624	\$12,000	\$15,000	\$12,000
Powder Springs	17,083	\$12,783,547	\$12,000	\$18,000	\$12,000
Decatur	24,569	\$65,774,370	\$12,000	\$15,000	\$12,000
Chamblee	29,781	\$48,497,779	\$12,000	\$18,000	\$12,000
Kennesaw	33,049	\$25,887,587	\$12,000	\$19,200	\$13,800
Dunwoody	50,901	\$53,366,280	\$12,000	\$16,000	\$12,000
Brookhaven	55,366	\$63,032,921	\$12,000	\$16,000	\$12,000
Douglasville	35,561	\$103,309,066	\$12,900	\$39,600	\$12,900
Doraville	10,889	\$20,656,610	\$14,000	\$18,000	N/A
Alpharetta	66,127	\$149,253,265	\$15,000	\$30,000	\$30,000
Johns Creek	82,065	\$61,968,619	\$15,000	\$25,000	\$15,000
East Point	38,141	\$48,178,021	\$16,000	\$20,000	\$16,000
Roswell	92,530	\$150,086,435	\$18,000	\$40,000	\$18,000

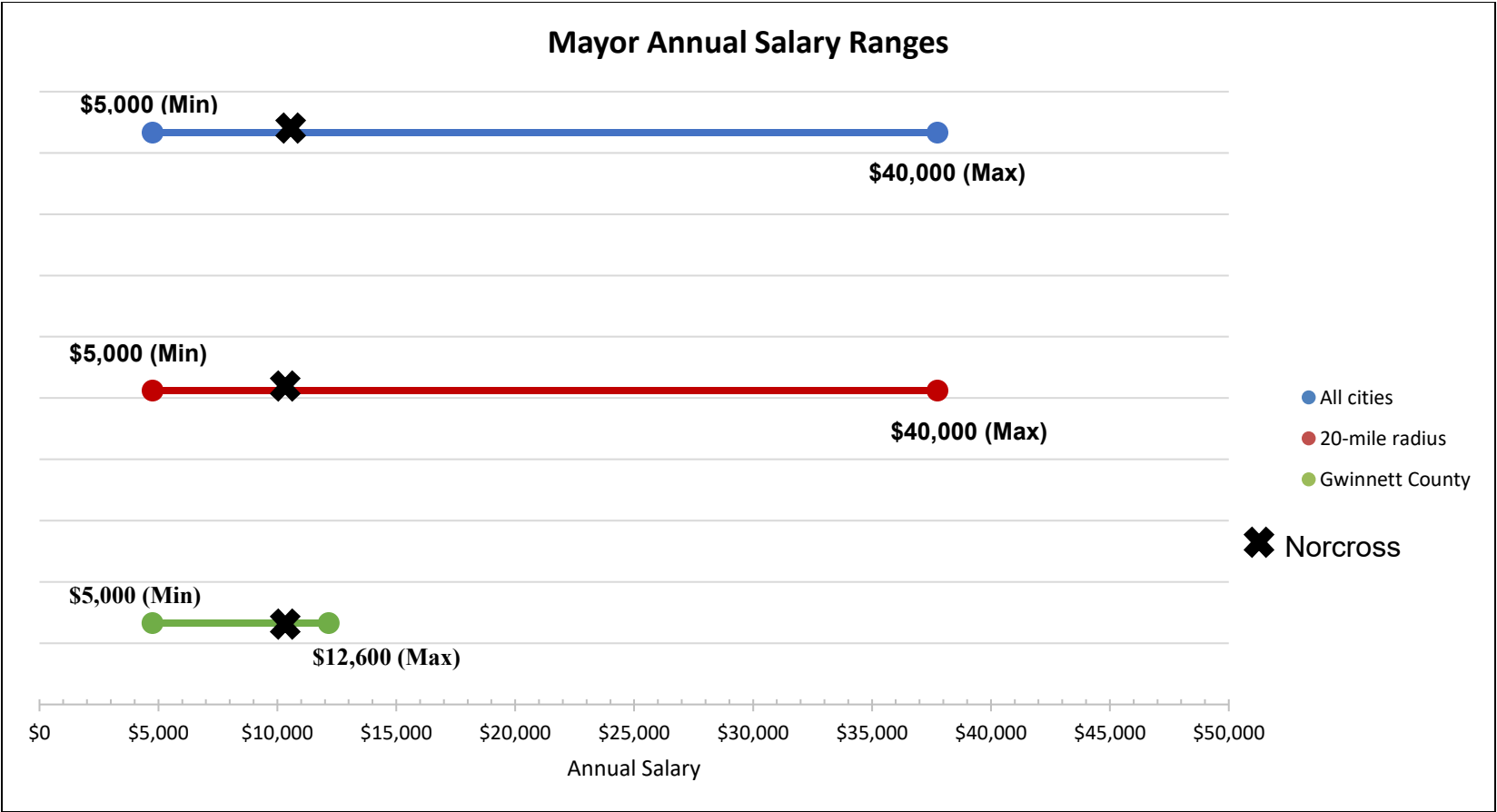
Sandy Springs	107,180	\$107,317,777	\$18,000	\$40,000	N/A
Marietta	61,497	\$372,200,000	\$18,900	\$25,200	\$20,400

Cities within 20-mile radius

City:	Population Estimate (2021)	Budget Expenditures 2022	Council Member Annual Salary	Mayor Annual Salary	Mayor Pro Tempore Annual Salary
Berkeley Lake	2,054	\$2,737,356	\$900	\$5,000	\$1,200
Duluth	31,864	\$30,838,479	\$2,400	\$6,000	\$2,400
Lilburn	15,168	\$13,984,809	\$3,500	\$5,000	\$3,500
Sugar Hill	25,259	\$50,159,922	\$3,600	\$5,400	\$4,500
Avondale Estates	3,496	\$4,752,800	\$4,800	\$7,200	\$4,800
Snellville	20,753	\$13,610,000	\$8,000	\$12,000	\$8,000
Peachtree Corners	42,108	\$33,599,450	\$8,000	\$9,000	\$8,000
Norcross	17,642	\$42,015,543	\$8,100	\$10,350	\$9,000
Suwanee	21,918	\$18,896,420	\$9,000	\$15,000	\$11,100
Lawrenceville	30,516	\$149,330,226	\$10,200	\$12,600	\$10,200
Clarkston	14,538	\$12,973,624	\$12,000	\$15,000	\$12,000
Decatur	24,569	\$65,774,370	\$12,000	\$15,000	\$12,000
Chamblee	29,781	\$48,497,779	\$12,000	\$18,000	\$12,000
Dunwoody	50,901	\$53,366,280	\$12,000	\$16,000	\$12,000
Brookhaven	55,366	\$63,032,921	\$12,000	\$16,000	\$12,000
Doraville	10,889	\$20,656,610	\$14,000	\$18,000	\$14,000
Alpharetta	66,127	\$149,253,265	\$15,000	\$30,000	\$30,000
Johns Creek	82,065	\$61,968,619	\$15,000	\$25,000	\$15,000
Roswell	92,530	\$150,086,435	\$18,000	\$40,000	\$18,000
Sandy Springs	107,180	\$107,317,777	\$18,000	\$40,000	\$18,000







ORDINANCE NO. 04-2023

**AN ORDINANCE TO FIX THE SALARY, COMPENSATION AND EXPENSES OF THE
MAYOR AND COUNCIL OF THE CITY OF NORCROSS A GEORGIA MUNICIPAL
CORPORATION AND OTHER PURPOSES**

ENACTING CLAUSE. The Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances, is hereby amended as more particularly set forth herein. It is the intention of the Mayor and the 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 of the Code in the Ordinance may be renumbered to accomplish that intention.

WHEREAS, Section 2.13 of the Charter of the City of Norcross authorizes changes in compensation and expenses for the mayor and council members in accordance with O.C.G.A. § 36-35-4;

WHEREAS, the City of Norcross has not amended the salaries or other compensation of its Mayor and Council since 2014;

WHEREAS, pursuant to O.C.G.A. § 36-35-4(a)(2), such action shall not be taken during the period of time beginning with the date that candidates for election to membership on the municipal governing authority may first qualify as such candidates and ending with the date members of the municipal governing authority take office following their election;

WHEREAS, pursuant to O.C.G.A. § 36-35-4(a)(3) the city of Norcross has caused a notice of intent to take this action to be published in the Gwinnett Daily Post on the following dates: Sunday, May 14, May 21, and May 28, 2023.

NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF NORCROSS HEREBY ORDAINS AS FOLLOWS:

THE MAYOR'S SALARY, COMPENSATION AND EXPENSES. The Mayor shall be compensated for services to the city in the amount of Ten Thousand Three Hundred and Fifty Dollars (\$10,350) per year, payable in installments as desired by the mayor, provided, however, that any Mayor who takes office after January 1, 2024 shall be compensated in the amount of Eighteen Thousand Dollars (\$18,000) per year.

MAYOR PRO TEMPORE'S SALARY, COMPENSATION AND EXPENSES. The Mayor Pro Tempore shall be compensated for services to the city in the amount of Nine Thousand Dollars (\$9,000.00) per year; provided, however, that any councilmember who is appointed Mayor Pro Tempore after January 1, 2024, shall be compensated in the amount of Thirteen Thousand Two-Hundred Dollars (\$13,200) per year.

COUNCILMEMBER'S SALARY, COMPENSATION AND EXPENSES. Each Councilmember, other than the Mayor Pro Tempore, shall be compensated for services to the city in the amount of Eight Thousand One Hundred Dollars (\$8,100) per year; provided, however, that any councilmember who takes office after January 1, 2024, shall be compensated in the amount of Twelve Thousand Dollars (\$12,000) per year.

REIMBURSEMENT FOR EXPENSES. The Mayor and Councilmembers are entitled to reimbursement for all expenses incurred in the exercise of their responsibilities on behalf of the city. The Mayor and Councilmembers shall follow the procedures established by the city for all city employees for reimbursements.

SAVINGS CLAUSE. Nothing contained in this Ordinance shall be construed to abrogate or impair the powers of the Courts or any department of the City to enforce any provisions of its ordinances or regulations, nor to prevent or punish violations thereof, and the powers conferred by this Ordinance shall be in addition to and supplemental to the powers conferred by any other law, the Charter, or the Code of the City of Norcross, Georgia.

EFFECTIVE DATE. This Ordinance shall take effect in January 1, 2024. Any other ordinance or parts of ordinances in conflict with this Ordinance are, to the extent such conflict exists, hereby repealed.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal to be affixed. This _____ day of _____, 2023.

Mayor Craig Newton

Attest: Monique Philip, City Clerk