

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Agenda

Tuesday, September 2, 2025

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Marshall Cheek

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Bruce Gaynor

Livestream Here:

<https://www.youtube.com/live/3sspftl7bTA>

- A. Call to Order by Mayor Craig Newton**
PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES
- B. Invocation - Councilmember Bare**
- C. Pledge of Allegiance to the Flag of the United States of America**
- D. Roll Call (recorded)**
- E. Presentation of previous meeting minutes for acceptance**
 - 1. [25-7430](#) **Approval of Previous Meeting Minutes**

[Mayor and Council – Special Called Meeting - Aug 4, 2025, 10:00 AM](#)

[Mayor and Council – Special Called Meeting - Aug 4, 2025, 5:30 PM](#)

[Mayor and Council – Regular Council Meeting - Aug 4, 2025, 6:30 PM](#)

[Mayor and Council - Policy Work Session - Aug 18, 2025, 6:30 PM](#)
- F. Set agenda as presented for the scheduled meeting.**
 - 1. [25-7431](#) **Acceptance of the Agenda and Approval of the Consent Agenda**
- G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**
 - 1. [25-7433](#) **Proclamation Presentation to Yamily Mijes-O'Reilly**
Proclamation presented to Yamily Mijes-O'Reilly for her service on the Norcross Public Arts Commission.

[PRO - Yamily Mijes-O'Reilly](#)
- H. Floor Open to Citizens Desiring to Address the Governing Authority**
 - a. **Comments by Citizens**
 - b. **Comments by Council**
 - c. **Comments by City Manager**

PH. Public Hearings**PH1. [25-7370](#)****Text2025-001 Proposed Unified Development Ordinance Amendments**

Adopt the recommendation for approval from the Planning and Zoning Board for several proposed changes to the Unified Development Ordinance (items to be removed are in strikethrough, items to be added are in bold, underlined italics on the attached draft ordinance documents). Feedback provided by the community at the meeting on August 4th has been incorporated where appropriate into this latest set of ordinance changes.

[Agenda Report - Text2025-001 Proposed Unified Development Ordinance Amendments](#)

[Table of Changes](#)

[Sample Buffer Radii](#)

[Text2025-001 Draft Ordinance](#)

[New Appendix A](#)

J. Reports of the Mayor and Councilmembers**a. General Announcements****SEPTEMBER CALENDAR OF EVENTS****Atlanta British Car Fayre**

Saturday, September 6 | 10:00 a.m. - 3:00 p.m. | Downtown Norcross

Movie Monday: 50 First Dates

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

9/11 Remembrance Ceremony

Thursday, September 11 | 8:15 a.m. | Betty Mauldin Park

Day Of Play

Friday, September 12 | 5:00 - 7:00 p.m. | Lillian Webb Park

Coffee With Council

Saturday, September 13 | 8:00 a.m. | 45 South Cafè

Jazz In The Alley: Jessy Díaz

Saturday, September 13 | 7:30 - 9:30 p.m. | Betty Mauldin Park

Policy Work Session

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

Movie Monday: In The Heights

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

K. Board Appointments

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

L. Consent Agenda

1. [25-7416](#) **White Squirrels of Norcross – Authorize Purchase of Third White Squirrel Sculpture in FY 2024/2025 and Up to Four in FY 2025/2026**
Authorize the purchase of one (1) additional White Squirrel sculpture in FY 2024/2025, increasing the total order from two (2) to three (3) sculptures.

Authorize the purchase of up to four (4) additional sculptures in FY 2025/2026.

[Agenda Report - White Squirrels of Norcross - Authorize Purchase of Third White Squirrel Sculpture in FY 2024/2025 and Up to Four in FY 2025/2026](#)
2. [25-7417](#) **Accept and Appropriate Grant Funds – Norcross Forever Stamps Projects**
Accept and appropriate 50% of grant funds received from Explore Gwinnett for the installation of the Norcross Forever Vinyl Wraps project.

[Agenda Report - Accept and Appropriate Grant Funds - Norcross Forever Stamps Projects](#)
3. [25-7421](#) **Award of Contract for 2025 Road Resurfacing Phase 2**
Approve contract for 2025 Road Resurfacing Phase 2 between the City of Norcross and selected firm.

[Agenda Report - Award of Contract for 2025 Road Resurfacing Phase 2](#)

[City of Norcross 2025 Road Resurfacing Phase 2 - Listing](#)

[Bid Tabulation - ITB PW 25-14](#)

[Contract Agreement - The Scruggs Company dba Sunbelt Asphalt Surfaces, Inc](#)

[ITB Packet - 2025 Road Resurfacing Phase 2 \(ITB PW 25-14\)](#)
4. [25-7422](#) **Award of Contract for Annual Seasonal Color Container Services**
Approve contract for Annual Seasonal Color Container Services between the City of Norcross and selected firm.

[Agenda Report - Award of Contract for Annual Seasonal Color Container Services](#)

[Container Locations and Inventory](#)

[Evaluation Summary – RFP PW 25-13](#)

[Contract Agreement – Crabapple Turf Management, Inc. dba Crabapple Landscapexperts](#)

[RFP PW 25-13 Packet](#)

5. [25-7418](#) **Request to Discuss Policy Direction Regarding Accessory Structures and Accessory Dwelling Units in Residential Districts**
Consider the appointment of an advisory committee to discuss and provide direction for the amendment of UDO Code Sections 201 and 202 relating to accessory dwelling units.

[Agenda Report - Request to Discuss Policy Direction Regarding Accessory Structures and Accessory Dwelling Units in Residential Districts](#)
6. [25-7419](#) **Formalizing Resolution on Accessory Dwelling Unit Moratorium**
Approve a resolution formalizing the Accessory Dwelling Unit moratorium issued by City Council on August 4, 2025.

[Agenda Report - Formalizing Resolution on Accessory Dwelling Unit Moratorium](#)

[Amended Proposed Resolution](#)
7. [25-7393](#) **Downtown Parking Study Update**
Discuss the findings and recommended actions from the Downtown Parking Study Update and provide guidance to city staff on how to proceed with the implementation of proposed management and ordinance changes.

[Agenda Report - Downtown Parking Study Update](#)

[2025 Downtown Norcross Parking Study - Final Report](#)

[Memorandum: Parking Study Follow-up Analysis](#)
8. [25-7420](#) **Time Limited Downtown Parking**
Adopt the attached ordinance providing for the repeal of Section 34-60

[Agenda Report - Time Limited Downtown Parking](#)

[Section 34-60 - Downtown Parking](#)

[Ordinance for Repeal of Section 34-60 \(Downtown Parking\)](#)
9. [25-7424](#) **Downtown District Improvement Grant**
Authorize the Economic Development Department to research and report back on a potential Downtown District Improvement Grant ("Grant") to promote the growth of retail, office and/or restaurant businesses in the downtown area, coordinating with the Downtown Development Authority as appropriate.

[Agenda Report - Downtown District Improvement Grant](#)

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

City of Norcross

Legislation Details (With Details)

File #:	25-7430	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/2/2025 6:30 PM	In Control:	Mayor and Council
Title:	Approval of Previous Meeting Minutes		

Sponsors:

Code Sections:

Title

Approval of Previous Meeting Minutes

Motion

A motion to Approve/Deny the minutes of the following meetings: the August 4, 2025 Regular Council Meeting; the August 4, 2025 Special Called Meeting at 10:00 a.m.; the August 4, 2025 Special Called Meeting at 5:30 p.m.; and the August 18, 2025 Policy Work Session and Executive Session.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, August 4, 2025

10:00 AM

2nd Floor Conference Room

Special Called Meeting

Mayor Craig Newton

Mayor Pro Tem Marshall Cheek

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Bruce Gaynor

Minutes Acceptance: Minutes of Aug 4, 2025 10:00 AM (Presentation of previous meeting minutes for acceptance)

A. Call to Order by Mayor Craig Newton

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

Special Meeting was called to order at 10:00 AM by Mayor Craig Newton

B. Roll Call (recorded)**C. Comments by Citizens****PH. Public Hearings****PH 1. 25-7389: Public Hearing on the Proposed FY2025 Millage Rate**

RESULT: THIS MATTER WAS REFERRED TO

Next: 8/4/2025 6:30 PM

TO: Mayor and Council

E. Items for Discussion**F. Adjourn to Executive Session for Legal, Personnel, and Real Estate**

Councilmember Bare motioned to adjourn the meeting at 10:04 AM, seconded by Mayor Pro Tem Cheek. The vote was unanimous 3-0.

G. Signed by _____ Mayor Craig Newton

H. Attest _____ Monique Philip, City Clerk

Minutes Acceptance: Minutes of Aug 4, 2025 10:00 AM (Presentation of previous meeting minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, August 4, 2025

5:30 PM

Council Chambers

Special Called Meeting

Mayor Craig Newton

Mayor Pro Tem Marshall Cheek

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Bruce Gaynor

Meeting Recording:

[<https://youtube.com/live/Qoqo6ofkWLc?feature=share>](https://youtube.com/live/Qoqo6ofkWLc?feature=share)

Minutes Acceptance: Minutes of Aug 4, 2025 5:30 PM (Presentation of previous meeting minutes for acceptance)

A. Call to Order by Mayor Craig Newton

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

Special Meeting was called to order at 5:32 PM by Mayor Craig Newton

B. Roll Call (recorded)**PH. Public Hearings****D. Items for Discussion****1. 25-7410: Final Report on City Council's Requested Investigation of Certain Actions by Mayor Newton**

Motion

To accept the report and information gathered today from the investigator, the Mayor's legal staff, and Councilman Myers' comments as part of the official record, and to close the investigation.

[Councilmember Myers' Statement Concerning the Council-Requested Investigation Final Report](#)

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

E. Public Comment

Councilmember Myers motioned to allow citizen comments with time limited to two minutes or less, seconded by Councilmember Hixson. The vote was unanimous 5-0.

- Sheila Jordan

Shared her appreciation for the city's small-town, friendly atmosphere. She expressed disappointment in seeing city council members engage in partisan bickering rather than focusing on improving the community. She urged the Council to set aside personal and political conflicts and work collaboratively, and prioritize maintaining Norcross's hometown feel for its residents.

- Elaine Puckett

Emphasized the importance of the City Council and Mayor strictly adhering to the city charter and code of ethics. She praised the Council's efforts to take the charter seriously, despite challenges. She urged elected officials to work through the city manager as required, uphold the city's passive form of government, and safeguard the Charter and Code of Ethics, as they are essential to fulfilling their responsibilities.

- Gordon Tomlinson

Shared that the federal lawsuit against the Mayor prompted the city to investigate the matter. While an apology was given to the Mayor for the investigation's shortcomings, no one apologized to the citizens. He emphasized that public trust has been damaged and urged the Mayor and Council to focus on restoring citizens' confidence in their elected officials as the primary goal.

- **Lynn Ward**

Expressed support for Mayor Newton, stating she believes he did not intentionally defraud anyone. The situation was likely a misinterpretation of his motive or an error in judgment. She concluded that everyone makes mistakes, including the Council, and urged moving past the issue and restoring Norcross's charm and dignity.

- **Mike Walsh**

Voiced full support for the Mayor, praising his long-standing contributions to the city, and urged continued efforts to enhance the community's quality of life.

- **Ruthy Lachman Paul**

Recalled past community fundraising built on trust. She stated that trust was damaged after observing council members in a situation that violated the ethical standards. She urged the Council to prioritize residents' interests and move forward constructively. She warned that citizens have the power to hold officials accountable through their vote.

- **Kathleen Allen**

She criticized the Mayor and Council for failing to move beyond internal conflict (storming) to perform well. While acknowledging past city successes, the current group lacks humility, collaboration, and trust, driving away long-time volunteers. She concluded by urging self-reflection, respect for boundaries, and recognition of their combined behaviors. Norcross deserves better than this type of governance.

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

Councilmember Myers motioned to adjourn the meeting at 6:17 PM, seconded by Councilmember Bare. The vote was unanimous, 5-0.

G. Signed by _____ Mayor Craig Newton

H. Attest _____ Monique Philip, City Clerk

Minutes Acceptance: Minutes of Aug 4, 2025 5:30 PM (Presentation of previous meeting minutes for acceptance)

Councilmember Myers' Statement Concerning the Council-Requested Investigation Final Report

- (i) whether the Mayor (Craig Newton) improperly used a city sponsored event to raise funds for himself or a private organization;
- (ii) whether the Mayor inappropriately retained city funds for his personal benefit;
- (iii) whether the Mayor misused his office to advance personal causes

The investigator made formal conclusions to both (i) and (ii) and included those in his Final Report, however on the subject of (iii) he stated in same Final Report to Council the following statement: "As my charge under the May 15, 2025 was limited to fact-finding, with "no power to adjudicate any claim against any party," I defer the answer to this question for the city council to resolve." On this the motion that was made and approved included my written and read statement which was required as an output of the investigation. Please see this written and read statement in the official meeting minutes, below. Please feel free to contact me if you have any questions.

"I would like to start by giving the context of how we as a council arrived at this moment. In 2024, the council and many citizens were made aware of a lawsuit that contained within described strong allegations against our peer and colleague, Mayor Newton among others. City continues to deny any alleged wrong doings have anything to do with the pending litigation but Council felt the need to clear those allegations. Initially, we endeavored to exonerate the Mayor of these claims or any other speculated claims by conducting an investigation into the matter. However, we were then advised this approach would not be in the best interest of the City's pending litigation. Subsequently, months later a private citizen submitted an ethics complaint which a special master was to be appointed to review. This special master, prior to conducting his investigation, concluded he was unable to perform any investigation due to the statute of limitations contained in our Code of Ethics, had expired. But went on to state and I quote "If said allegations were found to be true, especially those involving the use of City funds to pay for a fundraiser of a private foundation, then such conduct would be extremely troubling and could violate a number of ethical rules and ordinances of the City as well as both state and federal law." end quote..... But no conclusion could be provided based on limitations. Dated April 24, 2025. These words, I believe, gave my peers and I on council a very serious choice, do nothing more or exercise our authority contained in the City Charter (Article II, Section 2.28) to make inquiries and fully investigate this matter. May 5, 2025, Council exercised this authority and today, after what I will admit is an extended period of time, we have the findings from those inquires in this report. "

"Based on the Audio, it was discovered we have a gap for purchase requisitions for Mayor and Council as the today's policy states it must be the Director under \$2000 and under \$30000 for the City Manager. But there is no Director authority for Mayor and Council. We need to identify and specify who has the authority to issue purchase requisitions on behalf of the Mayor and Council.

Based on the Audio and Investigation, it was discovered we have not been consistent in the city on exactly how we accept, reject, refund or allocate donations that are gifted to the City of Norcross. I would like a review of our Financial Policy, specifically around our as written Donation Policy to ensure we have adequate checks and balances and processes that are consistent for all Donations or Gifts to the City."

"Question 3 (whether the Mayor misused his office to advance personal causes) in the investigation, while facts were present in the final report, due to not having the "power to adjudicate any claim against any party" was left for Council to conclude based on the findings from the final report of more than 40 pages, and an audio recording more than 40 minutes long.

What I will be referencing is a computer-generated summary comparing these two pieces of evidence as their findings compare against our City Charter and City Code of Ethics. I will also remind us that even though the ethics ordinance is referenced in the Charter and inclusive of our powers to investigate, based on the already mentioned statute of limitations, it is my opinion we are unable to exercise any punitive actions on behalf of the Code of Ethics as this is not an ethics investigation but specifically an inquiry and Investigation of the already mentioned allegations.

The answer to this question, is **Yes**, based on...

The evidence compiled in the investigative record provides substantial and compelling support for the conclusion that Mayor Newton misused his public office to advance a personal cause. The "personal cause" in this context is the establishment and funding of his private foundation as a vehicle to support community projects of his choosing, entirely outside the City's official, transparent, and publicly accountable budgetary and appropriations processes.

The misuse of his office is demonstrated through a clear pattern of conduct that appears to violate the letter and spirit of both the City Charter and the Code of Ethics:

- **Subversion of Public Process:** He consciously chose to bypass the City's established procedure for accepting and appropriating donations, which he deemed "too bureaucratic," in favor of a private, unaccountable mechanism under his sole control.

- **Use of Public Office for Private Gain:** He used the intangible property of his office—his official title, the authority it carries, and official correspondence—to solicit funds for his private foundation. This action blurs the indispensable line between the public servant and his private interests and creates the appearance that public office is a tool for private endeavors, a direct contradiction of the foundational principles of the Code of Ethics.¹
- **Appearance of Coercion and Conflict of Interest:** He placed donors in a compromised position by using the weight of his office to request that they redirect their refunded donations. This created an appearance of coercion and placed him in a position of representing the interests of his private foundation while acting in his public capacity.¹
- **Interference with Administration:** He interfered with the professional administration of the City by directing staff on the handling of financial instruments, potentially violating the Charter's mandate for separation of powers between the elected body and the city manager's office.¹
- **Misleading Statements:** He made a materially misleading statement about a City employee to justify his actions, undermining trust and transparency.¹

In conclusion, the Mayor's actions, taken as a whole, represent a departure from the standards of conduct prescribed for elected officials in the City of Norcross. While his stated motivation may have been to support community causes, the method he chose involved the misuse of his public office to advance a private interest, thereby circumventing public oversight and accountability. This conduct fundamentally conflicts with the core principles of impartial governance and the responsible stewardship of public trust. These are the very values of our City Charter and Code of Ethics are designed to protect."

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, August 4, 2025

6:30 p.m.

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Marshall Cheek

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Bruce Gaynor

Minutes Acceptance: Minutes of Aug 4, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

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

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

The Regular Meeting was called to order at 6:30 p.m. by Mayor Craig Newton

- E. Presentation of previous meeting minutes for acceptance

25-7406: Approval of Previous Meeting Minutes

Motion

A motion to Approve the minutes of the July 7 Regular Council Meeting; the July 21 Special Called Meeting at 5:30 p.m.; the July 21 Special Called Meeting at 6:30 p.m.; and the July 21 Policy Work Session and Executive Session.

Mayor and Council - Regular Meeting - July 7, 2025, 6:30 p.m.

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

Special Called Meeting - Special Meeting - July 21, 2025, 5:30 p.m.

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

Special Called Meeting - Special Meeting - July 21, 2025, 6:30 p.m.

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

Policy Work Session - July 21, 2025, 6:30 p.m.

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

Minutes Acceptance: Minutes of Aug 4, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

F. Set the agenda as presented for the scheduled meeting.**1. 25-7407: Acceptance of the Agenda and Approval of Consent Agenda****Motion**

A motion to amend the agenda to include Item 25-7412: Authorized Positions for FY 2025-2026.

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

Motion

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

25-7359: Expanded Downtown Parking Concept Revisions.

25-7354: Fiscal Year 2026 Budget

25-7399: Leasing of Pocket Parks on Jones Street

25-7395: FY 2026 Solid Waste Fees

25-7400: Budget Billing for Norcross Power

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

G. Ceremonial Presentations, Recognitions, and Swearing-in Ceremonies**1. 25-7408: Swearing in of Officer Joshua Barker**

RESULT:	SWORN IN BY MAYOR NEWTON
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2. 25-7411: Excellence in Policing Certification Award

RESULT:	PRESENTED BY MAYOR NEWTON
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H. Floor Open to Citizens Desiring to Address the Governing Authority**a. Comments by Citizens**

- Jacques Murphy
Announced a \$10,000 grant from the Gwinnett Creativity Fund Placemaking Grant, awarded to the City for the *Norcross Forever* utility box wrap project led by the Norcross Public Arts Commission.
- Dr. Arlene Beckles
Celebrated the NPAC grant and inquired about the tax digest's impact on fair market values. She also shared updates on upcoming events, including a career fair and town hall.

- Mark Reiswig
Strongly opposed the Jones Street pocket parks, calling them out of character for downtown, and stated he would begin a petition for their removal.
- Fal Patel
Thanked city staff for engaging with the community and reiterated safety concerns about the pocket parks, while remaining open to collaboration.
- Mary Dowdy
Representing the Historic Norcross Business Association, she opposed the proposed café fees, emphasizing their burden on small businesses and the lack of state requirement.
- Barry Payne
Requested help addressing neglect and illegal parking in Sheffield Forest, highlighting its historical significance as former Camp Gordon.
- Tiny Willis
Advocated for preserving ordinances that support outdoor seating and urged the city to address the deteriorating condition of downtown buildings.
- Jim Eyre
Requested a delay in adopting the café ordinance to allow merchant input. Suggested adding 12 parking spaces (for a total of 72) and shared comments with staff. Expressed appreciation for updates to the food truck ordinance and requested correction of a citation error before final approval.
- Lynne Ward
Urged the city to preserve its small-town charm and avoid overdevelopment and unnecessary demolition for parking purposes.
- Dave Jones
Questioned the city's support for a lawsuit involving the City of Milton and raised concerns about its connection to Norcross's parking and parklet decisions.
- Anne Beach
Criticized the Council's disregard for community feedback on the parklets and their negative impact on downtown Norcross.
- Lorraine White
Opposed the parklet due to its aesthetic mismatch, parking reduction, and miscommunication with merchants. She cited unintended legal and financial issues, despite the structure's quality.

b. Comments by Council

c. Comments by City Manager

PH. Public Hearings**PH 1. 25-7389: Public Hearing on the Proposed 2025 Millage Rate**

Motion

A motion to Approve the Resolution to set the 2025 property tax millage rate at 6.249 mills as presented.

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

PH 2. 25-7370 Text2025-001 Proposed Unified Development Ordinance Amendments

Motion 1

A motion to extend the existing moratorium in place on the creation of private streets, effective until the October 6 Regular Council Meeting.

RESULT:	APPROVED [4 TO 0]
MOVER:	Josh Bare, Councilmember
SECONDER:	Andrew Hixson, Councilmember
AYES:	Marshall Cheek, Andrew Hixson, Josh Bare, Bruce Gaynor
ABSTAIN:	Matt Myers

Motion 2

A motion to table the current UDO discussion until the August 18 Policy Work Session

RESULT:	TABLED TO [UNANIMOUS]
	Next 8/18/2025 6:30 pm
TO:	Policy Work Session
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Cheek, Hixson, Bare, Myers, Gaynor

Motion 3

A motion to impose a Moratorium, effective until the October 6 Council Meeting, on all Accessory Dwelling Unit applications, including:

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

Minutes Acceptance: Minutes of Aug 4, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

J. Reports of the Mayor and Councilmembers

a. General Announcements

AUGUST CALENDAR OF EVENTS

PROSPERA Business Seminar

Tuesday, August 5 | 11:00 a.m. | Norcross Gwinnett County Public Library

Jazz In The Alley: Mabu's Ark Band

Saturday, August 9 | 7:30 - 9:30 p.m. | Betty Mauldin Park

Movie Monday: Breakfast At Tiffany's

Monday, August 11 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Summer Concert Series: Nu Wave ATL

Friday, August 15 | 7:30 - 9:30 p.m. | Thrasher Park

Coffee With Council

Saturday, August 16 | 8:00 a.m. | 45 South Café

Municipal Election Qualifying Period

Monday, August 18 - August 20 | 8:30 a.m. - 4:30 p.m. | Norcross City Hall

Policy Work Session

Monday, August 18 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Day Of Play

Friday, August 22 | 5:00 - 7:00 p.m. | Lillian Webb Park

Jazz In The Alley: IAMKHEMESTRY

Saturday, August 23 | 7:30 - 9:30 p.m. | Betty Mauldin Park

Movie Monday: Knives Out

Monday, August 25 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Summer Concert Series: 7 Bridges: The Ultimate Eagles Experience

Friday, August 29 | 7:30 - 9:30 p.m. | Thrasher Park

Labor Day Observance

Monday, September 1 | Sanitation & Recycling Will Be Delayed

Minutes Acceptance: Minutes of Aug 4, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

K. Board Appointments**A. 25-7409: Board Appointment - Historic Preservation Commission**

Motion

A motion to Approve the appointment of the following candidate and unexpired term as presented:

Historic Preservation Commission

Lucie Casey

December 1, 2027

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

L. Consent Agenda

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

1. 25-7392: Amendments to Alcohol Ordinance as it Pertains to Distances from Protected Uses Within the Downtown Dining District and Point of Sales Requirements for Bars

Motion

A motion to Approve the recommended amendments to the City Code of Ordinances as presented, including revisions to Sections 4-37 and 4-57 of Chapter 4, Article II, pertaining to distance requirements from protected uses within the Downtown Dining District and point-of-sale requirements for bars, with the following enacting clause:

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

2. 25-7396: Fee Schedule Update

Motion

A motion to Approve the addition of a New Fence Permit Review Fee to the City's Community Development Fee Schedule in the amount of \$25, applicable to the installation of new fences only.

3. 25-7390: Budget Amendment & Appropriation for Personnel Cost

Motion

A motion to Approve a budget amendment to appropriate funds from the fund balance is needed to cover salary study impacts and ensure the FY25 budget stays within authorized limits.

4. 25-7398: Award of Contract for Norcross Pedestrian Railroad Crossings

Motion

A motion to Approve a contract for construction with CGS, LLC for Norcross Pedestrian Railroad Crossing(s) improvements, at a cost of \$498,643 + 10% Contingency from Transportation SPLOST.

Minutes Acceptance: Minutes of Aug 4, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

5. **25-7397: Updated Contract for Services – View Point Health**

Motion

A motion to Approve the updated contract for professional services with View Point Health, providing one (1) fully licensed clinician and one (1) care coordinator/case manager, with funding in the amount of \$170,752.35 to be allocated from the 210 Special Investigations Fund.

6. **25-7391: Award of Contract for Piedmont Pathway Concept Report**

Motion

A motion to Approve a professional services contract with BCC Engineering, LLC dba Heath & Lineback, for the development of a Piedmont Pathway Concept Report, in the amount of \$130,000, to be funded through Recreation SPLOST.

M. Items for Discussion

1. **25-7359: Expanded Downtown Parking Concept Revisions**

Motion

A motion to Approve the Expanded Downtown Parking Concept - Version 6.2, as presented, to serve as the preferred concept for future planning, design, and cost estimating purposes.

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

2. **25-7354: Fiscal Year 2026 Budget**

Motion

A motion to Approve the Resolution to adopt the Fiscal Year 2026 Budget as presented.

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

3. **25-7395: FY 2026 Solid Waste Fees**

Motion

A motion to Approve the adoption of a 5.2 percent increase in residential and commercial solid waste collection fees, effective with September billings, consistent with the city's increased cost under a five-year contract with Waste Management.

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

Minutes Acceptance: Minutes of Aug 4, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

4. **25-7399: Leasing of Pocket Parks on Jones Street**

Motion 1

A motion to Approve an amendment to the City Code of Ordinances, Section 32-20 of Article II, Chapter 32, to provide for the provision of café seating and right-of-way restaurant and retail licensing, with the following enacting clause:

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

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

Motion 2

A motion to Approve the proposed Café Seating and Right of Way Policy for downtown businesses, with the fee to be capped at \$50.00.

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

5. **25-7400: Budget Billing for Norcross Power**

Motion

A motion to Approve authorizing staff to explore the feasibility of implementing a Budget Billing program for Norcross Power, with level payments over 11 months and a year-end reconciliation, effective January 1, 2026.

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

6. **25-7401: Addition of Communications Manager**

Motion

A motion to Approve the addition of a full-time Communications Manager.

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

7. **25-7412: Authorized Positions FY2025-2026**

Motion

A motion to Approve a resolution authorizing staff positions, pay, and classification system assignments for FY2026, including the addition of the proposed Communication Manager position

[Agenda Report - Authorized Positions](#)

[Authorized Positions Resolution FY26](#)

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

N. **Adjourn in memory of**

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

Councilmember Myers motioned to adjourn to executive session for Real Estate and Legal at 9:06 p.m., seconded by Councilmember Hixson. The vote was unanimous, 5-0.

Signed by _____ Mayor Craig Newton

Attest _____ Monique Philip, City Clerk

Minutes Acceptance: Minutes of Aug 4, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)



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

AGENDA REPORT

To: Mayor and Council

From: Jon Robinson, Finance Director
 Camille Washington, Human Resources Director

Meeting Date: August 4, 2025 – Regular Council Meeting (RCM)

Item No.: 25-XXXX (Provided by Clerks)

Title: Authorized Positions FY2025-2026

CC: Eric Johnson, City Manager

Recommendation To approve a resolution to authorize positions for FY 2025-2026.

Background There is one proposed position added for FY 2025-2026, Communications Manager. In addition, there are four vacant positions, four part-time and 142 full-time positions. The positions were reviewed and verified by HR and Department heads. The current pay scale is to ensure our compensation structure is equitable and to remain competitive in the current market environment.

Financial Impact Estimated salaries for the proposed position are \$131,000, which includes all employer paid benefits.

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

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

Attachments Authorized Positions Resolution

CITY OF NORCROSS, GEORGIA
AUTHORIZED POSITIONS RESOLUTION

A RESOLUTION TO AUTHORIZE STAFF POSITIONS AND PAY & CLASSIFICATION SYSTEM ASSIGNMENTS FOR FY26

WHEREAS, the City of Norcross needs staff resources to adequately carry out the City's program of work during the FY26; and

WHEREAS, the City of Norcross will adopt a budget document submitted by the City Manager that defines the City's expenditures and revenues for FY26; and

WHEREAS, the City Manager has recommended various staff positions assignments and has discussed same at length with the City of Norcross's elected officials in various workshops and meetings; and

WHEREAS, the City of Norcross City Council prepared a vision statement that demands progressive and responsible government.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norcross, Georgia, and it is hereby resolved by the same that the following are the authorized staff positions assignments for the City of Norcross, Georgia:

These positions and assignments are further defined by the classification and compensation study completed by Evergreen Consulting Inc in 2024, the City of Norcross Employee Handbook, and individual job descriptions. The City Manager has discretion granted by the City Council of Norcross, Georgia, to make administrative interpretations regarding staff positions and the aforementioned documents.

P/T is an abbreviation for Part-Time, hours and pay varies for these positions. () Denotes number in positions.

Council & Chief Executive	Position Total
City Manager	4
City Manager (1)	
Assistant City Manager (1)	
Events Manager (1)	
Communications Manager - New Position (1)	

Minutes Acceptance: Minutes of Aug 4, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

City Clerk	2
City Clerk (1)	
Deputy City Clerk (1)	
Finance	10
Finance Director (1)	
Assistant Finance Director (1)	
Customer Service Associate I (2)	
Customer Service Associate II (1)	
Billing Specialist (1)	
Revenue and Tax Specialist (1)	
Staff Accountant AP/PY (1) Staff Accountant AR (1) (2)	
Revenue & Tax Supervisor (1) <i>Vacant</i>	
Information Technology	3
Chief Information Officer (1)	
IT Manager (1)	
IT Specialist (1)	
Human Resources	2
Human Resources Director (1)	
HR Coordinator (1)	
Municipal Court	7
Court Administrator (Clerk of Court) (1)	
Assistant Clerk of Court (1)	
Senior Court Records Clerk (1)	
Court Records Clerk I - (2) Records Clerk II - (2) (4)	
Public Safety Department	74
Communications Officer I (5) (1) <i>Vacant</i> (6)	
Communications Officer II (2)	
Communications Supervisor (1)	
Support Services Manager (1)	
Communications Officer/Records Clerk (1)	
Records Clerk I & II (2)	
Accreditation Manager/Crime Analyst (1)	

Code Enforcement Officers (3 F/T and 1 P/T) (4)	
Code Enforcement Administrative Coordinator (1)	
CSI Property & Evidence Custodian (1)	
Assistant to Chief of Police (1)	
Administrative Fiscal Coordinator (1)	
Police Officer (includes Master Patrol Officer) (33)	
Sergeant (7)	
Lieutenant (5)	
Captain (2)	
Chief of Police (1)	
Detectives (4)	
Public Works Department	
Public Works Administration	5
Public Works Director (1)	
City Engineer (1)	
Procurement & Capital Projects Manager (1)	
Beautification & Landscape Manager (1)	
Administrative Coordinator II (1)	
Facilities & Fleet	3
Facilities & Fleet Superintendent (1)	
Lead Facilities Technician (1)	
Facilities Technician (1)	
Roads & Storm Water	10
Community Service Program Coordinator (1)	
Equipment Operator – Storm Water (1)	
Equipment Operator (1)	
Light Equipment Operator - Storm Water (1)	
Light Equipment Operator P/T (2)	
Maintenance & Equipment Technician (3)	
Stormwater Superintendent (1)	
Parks and Recreation	5
Parks & Recreation Superintendent (1)	

Parks & Recreation Senior Program Coordinator (1)	
Parks & Recreation Maintenance Coordinator (3)	
Parks & Recreation Attendant (1) (P/T) <i>(Seasonal) excluded from total position count</i>	
Norcross Power Department	10
President – Norcross Power (1)	
Groundman (1)	
Journeyman Lineman (3)	
Apprentice Lineman (1) <i>(1) Vacant (2)</i>	
Power Supervisor (1)	
Power Superintendent (1)	
Electric Meter & Utility Technician (1)	
Welcome Center/Cultural Arts	4
Downtown Manager Cultural Arts & Tourism Director (1)	
Cultural Arts & Tourism Assistant – (1) P/T (1 F/T (2))	
Cultural Arts Facility Team Leader (1)	
Community Development	6
Planner (1)	
Senior Planner (1)	
Plan Review Coordinator (2)	
Arborist (1)	
Community Development & Planning Director (1)	
Economic Development	2
Economic Development Director (1)	
Economic Development Manager <i>(1) Vacant</i>	
Total Approved Positions	147

APPROVED AND ADOPTED ON _____

NORCROSS CITY COUNCIL, A GEORGIA
MUNICIPAL CORPORATION

BY: _____
CRAIG NEWTON, MAYOR

ATTESTED TO BY:

MONIQUE PHILIP, CITY CLERK

APPROVED AS TO FORM:

WILLIAM J. DIEHL, CITY ATTORNEY
THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.

Minutes Acceptance: Minutes of Aug 4, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, August 18, 2025

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Marshall Cheek

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Bruce Gaynor

Meeting Recording :

<https://youtube.com/live/rrUz27zcbhc?feature=share>

Minutes Acceptance: Minutes of Aug 18, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

A. Roll Call (recorded)

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

Policy Work Session was called to order at 6:32 PM by Mayor Craig Newton

B. Board Updates

- * Historic Preservation Commission, Vice Chair Chuck Kays

C. Citizen Input

- Sonya Tablada
Sent an email to Mayor and Council prior to the meeting and requested it be included in the minutes. Commented that the proposed UDO changes are difficult to follow and noted she had submitted feedback on the ADU process based on public input.
- Mary Dowdy
Raised concerns about the proposed three-hour parking, noting unclear details regarding enforcement and employee parking. Stated that the presentation differed from what was shared in May. Also expressed concerns about the Code of Ethics proposal, suggesting the committee should not be appointed by Council members themselves.
- Faye McFarland
Commented that downtown parking has been an issue since the late 1990s/early 2000s and expressed interest in how Mayor and Council plan to resolve it.
- Pierre Levy
Expressed concerns with the three-hour parking proposal and encouraged Mayor and Council to develop rules and regulations that are fair to all.
- Jim Eyre
Thanked Public Works for paving efforts and noted appreciation for UDO revisions. Suggested further review of Downtown Parking Study recommendations and delaying the three-hour parking proposal until ordinance revisions are complete. Expressed support for the Techie Homes cottage item and encouraged expanding technology initiatives.
- Lynn Ward
Suggested creating employee parking lots behind 80 and 94 Wingo Street. Requested clarification on parking study drawings near her property and recommended completing south-end improvements before the north end. Also proposed that the Iron Horse property be used for general employee and public parking.

D. General Updates

- * Expanded Downtown Parking – Len Housley

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

H. Items for Discussion**1. 25-7416: White Squirrels of Norcross – Authorize Purchase of Third White Squirrel Sculpture in FY 2024/2025 and Up to Four in FY 2025/2026****RESULT: THIS MATTER WAS REFERRED TO****Next: 9/2/2025 6:30 PM****TO: Mayor and Council****2. 25-7417: Accept and Appropriate Grant Funds – Norcross Forever Stamps Projects****RESULT: THIS MATTER WAS REFERRED TO****Next: 9/2/2025 6:30 PM****TO: Mayor and Council****3. 25-7421: Award of Contract for 2025 Road Resurfacing Phase 2****RESULT: THIS MATTER WAS REFERRED TO****Next: 9/2/2025 6:30 PM****TO: Mayor and Council****4. 25-7422: Award of Contract for Annual Seasonal Color Container Services****RESULT: THIS MATTER WAS REFERRED TO****Next: 9/2/2025 6:30 PM****TO: Mayor and Council****5. 25-7370: Text2025-001 Proposed Unified Development Ordinance Amendments****RESULT: THIS MATTER WAS REFERRED TO****Next: 9/2/2025 6:30 PM****TO: Mayor and Council****6. 25-7418: Request to Discuss Policy Direction Regarding Accessory Structures and Accessory Dwelling Units in Residential Districts****RESULT: THE COUNCIL WILL APPOINT AN ADVISORY COMMITTEE TO CONSIDER ACCESSORY DWELLING UNIT TEXT AMENDMENTS AT THE 9/2/25 REGULAR COUNCIL MEETING.****THE REQUEST TO DISCUSS POLICY DIRECTION REGARDING ACCESSORY STRUCTURES AND ACCESSORY DWELLING UNITS IN RESIDENTIAL DISTRICTS DISCUSSION WILL BE DISCUSSED IN A FUTURE POLICY WORK SESSION. DATE TO TBD.****7. 25-7419: Formalizing Resolution on Accessory Dwelling Unit Moratorium****RESULT: THIS MATTER WAS REFERRED TO****Next: 9/2/2025 6:30 PM****TO: Mayor and Council**

Minutes Acceptance: Minutes of Aug 18, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

8. **25-7393: Downtown Parking Study Update**

RESULT: THIS MATTER WAS REFERRED TO

Next: 9/2/2025 6:30 PM

TO: Mayor and Council

9. **25-7420: Time Limited Downtown Parking**

RESULT: THE COUNCIL WILL DECIDE WHETHER TO RESCIND SECTION 34-60 DOWNTOWN PARKING DURING THE 9/2/2025 REGULAR COUNCIL MEETING

THE TIME-LIMITED DOWNTOWN PARKING DISCUSSION WILL BE DISCUSSED IN A FUTURE POLICY WORK SESSION. DATE TO TBD.

10. **25-7423: Code of Ethics Ordinance Revisions**

RESULT: THIS MATTER WAS REFERRED TO THE CITY ATTORNEY.

11. **25-7326: Techie Home Cottage Options**

RESULT: THIS MATTER WAS REFERRED TO

Next: 10/20/2025 6:30 PM

TO: Policy Work Session

12. **25-7365: City Manager Follow-Up and Prioritization on Mayor and Council-Initiated Requests**

RESULT: THIS MATTER WAS REFERRED TO

Next: 9/15/2025 6:30 PM

TO: Policy Work Session

13. **25-7424: Downtown District Improvement Grant**

RESULT: THIS MATTER WAS REFERRED TO

Next: 9/2/2025 6:30 PM

TO: Mayor and Council

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

The meeting adjourned to Executive Session for Personnel, Real Estate, and Legal at 10:16 PM, with a motion made by Councilmember Myers, seconded by Councilmember Bare.

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

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

Minutes Acceptance: Minutes of Aug 18, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)



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

City of Norcross

Legislation Details (With Details)

File #:	25-7431	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/2/2025 6:30 PM	In Control:	Mayor and Council
Title:	Acceptance of the Agenda and Approval of the Consent Agenda		

Sponsors:

Code Sections:

Title

Acceptance of the Agenda and Approval of the Consent Agenda

Motion

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



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

City of Norcross

Legislation Details (With Details)

File #:	25-7433	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/2/2025 6:30 PM	In Control:	Mayor and Council
Title:	Proclamation Presentation to Yamily Mijes-O'Reilly		

Sponsors:

Code Sections:

Attachments:

1. [PRO - Yamily Mijes-O'Reilly](#)

Title

Proclamation Presentation to Yamily Mijes-O'Reilly

Presenter

Mayor Craig Newton

Proclamation

City of Norcross, Georgia Recognizes

Yamily Mijes-O'Reilly

for Her Service to the Norcross Public Arts Commission

- WHEREAS:** Yamily Mijes-O'Reilly has served with dedication as a member of the Norcross Public Arts Commission (NPAC) since October 2021, and in her time on the Commission has also contributed her leadership as Treasurer; and
- WHEREAS:** she played a key role in the creation of the City's first Master Arts and Cultural Plan, helping to establish a visionary framework for the future of arts and culture in Norcross; and
- WHEREAS:** Yamily championed opportunities for local artists to share their work and bring passion and vibrancy to the City, contributing to beloved projects such as the wooden fence mural painted by artist Author Smith near Social Fox, the Heritage Park Stairs Mural, the Free Little Art Galleries, and many more initiatives that continue to enrich Norcross' artistic framework; and
- WHEREAS:** as a proud Hispanic woman who grew up in Norcross, Yamily has closed communication gaps by bridging language and cultural differences, engaging residents in meaningful ways, and ensuring that the City's cultural initiatives reflect the diversity, heritage, and vibrancy of its people; and
- WHEREAS:** having grown up in Norcross, a city she will forever hold close to her heart, Yamily joined NPAC not only to celebrate creativity but to pour her passion into the community she cherishes, and through her vision, collaboration, and unwavering dedication, she has left an enduring legacy on the cultural fabric of Norcross, enriching the lives of all who call it home and those who visit.

NOW, THEREFORE, I, Mayor Craig Newton, Mayor of the City of Norcross, Georgia, do hereby honor and celebrate Yamily Mijes-O'Reilly. We extend our deepest gratitude for her service as a member of the Norcross Public Arts Commission, for the creativity and passion she brought to every discussion and project, and for the way she has uplifted both our arts community and our city as a whole.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Norcross to be affixed on this 2nd day of September 2025.

Craig Newton, Mayor

Attest: Monique Philip, City Clerk

Packet Pg. 38



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

City of Norcross

Legislation Details (With Details)

File #:	25-7370	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/2/2025 6:30 PM	In Control:	Mayor and Council
Title:	Text2025-001 Proposed Unified Development Ordinance Amendments		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Text2025-001 Proposed Unified Development Ordinance Amendments](#)
2. [Table of Changes](#)
3. [Sample Buffer Radii](#)
4. [Text2025-001 Draft Ordinance](#)
5. [New Appendix A](#)

Title

Text2025-001 Proposed Unified Development Ordinance Amendments

Drafter

Community Development

Motion

A motion to Approve/Deny amendments to the Unified Development Ordinance (UDO), including the following sections, Chapter 100: Sec. 102-2; Sec. 104-3; Sec. 104-7; Sec. 105-3 Chapter 400: Sec. 401; Sec. 401-38 et seq; Sec. 401-50 et seq; Sec. 401-53 et seq; Sec. 403-5; Sec. 403-6; Sec. 403-8; Sec. 403-10; Sec. 406-7.5, with the following enacting clause:

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



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

Agenda Report

To: Mayor and Council

From: Community Development

Meeting Date: September 2, 2025 - Regular Council Meeting (RCM)

Item No.: 25-7370

Title: Changes to the Unified Development Ordinance

CC: Eric Johnson, City Manager

Recommendation

Adopt the recommendation for approval from the Planning and Zoning Board for several proposed changes to the Unified Development Ordinance (items to be removed are in strikethrough, items to be added are in bold, underlined italics on the attached draft ordinance documents). Feedback provided by the community at the meeting on August 4th has been incorporated where appropriate into this latest set of ordinance changes.

Background

City Staff (Assistant City Manager, Public Works Director, Community Development Director, and City Engineer) have worked with the City's Legal Department to develop updates to the City's Unified Development Ordinance in response to a moratorium on the creation of new private streets within the City. The city has historically adopted Gwinnett County's ordinances by reference in the UDO with respect to infrastructure standards, development conformance, sureties, maintenance and inspections and development design.

City staff propose to import those sections of the Gwinnett County ordinance directly into the city ordinance, with modifications specific to Norcross, and to include an appendix of Norcross Standard Details. This allows the city to have direct control over those sections of ordinance and respond as necessary when updates and changes may be needed relative to ongoing development within the city. These changes are for new sections of Chapter 400 of the UDO.

In addition, Staff have identified a number of sections of the existing UDO in Chapters 100 and 400 that need updates or modification to language to make requirements more clear and to add more robust processes for plat reviews in response to public request to provide additional transparency to the development process.

New Sections of the UDO:

Chapter 400 Land Development

Article I Division 6 Infrastructure, Streets, and Sidewalks (Sec 401-38 et seq)

New Article adopted in its' entirety from Gwinnett County, with changes, to include street rights-of-way minimums, and Appendix A Norcross Standard Drawings for streets, intersections, cul-de-sacs, etc. Includes a new 40' minimum ROW for dead-end or non-through local streets shorter than 500' and serving 10 or fewer single-family homes.

Division 7, Development Conformance, Sureties, and Maintenance (Sec 401-50 et seq)

New Article adopted in its' entirety from Gwinnett County, with changes, to include the Certificate of Development Conformance (CDC) packet, bonds and sureties and maintenance responsibilities in general prior to project completion/close out.

Division 8 Inspections and Division 9 Development Design Standards (Sec 401-53 et seq)

Two new articles, adopted in their entirety from Gwinnett County, with changes to include the incorporation, again, of new Appendix A, Norcross Standard Drawings for streets, intersections, cul-de-sacs, etc., design of lots, access, and rights-of-ways.

Edited Sections of the UDO

Chapter 100 General and Administrative Provisions

Article II Definitions/Defined Terms (Sec 102-2)

Edits the definitions section to include new definitions for new additions to the UDO and edits other definitions for clarity.

Article IV Procedures/Decision making responsibilities (Sec 104-3) and Administrative Review (Sec 104-7)

Edits the procedures for the initial approval of or revisions to Preliminary and Final Plats to include a preliminary public meeting for review and recommendation from the Planning and Zoning Board, followed by a final public meeting and approval by the Mayor and Council before final staff approval is granted, removing the once sole administrative action for preliminary plats and is responsive to the public request for more transparency in the land development process.

Edits also revise the administrative processes for administrative variances to limit the staff administrative variance process to 10% of the standard in the UDO for things such as setbacks. Administrative variances for parking demarcation and height are proposed to be removed from the administrative variance authority of staff.

Proposed changes would also replace the requirement for a notarized letter of consent from adjoining property owners with a letter sent by staff through the US Mail (not certified) to the immediately adjoining property

owners of record advising of the request for an administrative variance with a window for those property owners to provide comments to staff prior to the Community Development Director taking final action on a request for an administrative variance. Relief may always be sought from the Zoning Board of Appeals should the Director choose not to exercise his/her administrative authority, or if a request for administrative relief is not sought.

****Note, staff is recommending a written notification of immediately adjacent neighbors for the administrative variance option. While there was discussion at the Policy Work Session on whether to do a radius notification, it did not appear that there was an overall direction to move toward written administrative variance notification based on a radius surround the subject property***

Article V Plan Submittal Specifications (Sec 105-3)

Edits the plan submittal specifications to add a line for the date of Mayor and Council review and action on a preliminary plat.

Chapter 400, Article I Land Development Standards/Division 1 In General (Sec 401)

Edits the adopted sections of the Gwinnett UDO by removing references to sections that Norcross is now fully adopting into its UDO and editing the reference numbers to sections that have recently been amended by Gwinnett for purposes of consistency as well as clearly stating how relief is pursued, if requested, from these remaining sections.

Chapter 400, Article III Site and Subdivision Regulations

Preliminary Plats (Sec 403-5)

Adds in language that the Planning and Zoning Board and Mayor and Council will now review all preliminary plats and that the Community Development Director can forward those plats for consideration by both entities and choose to include or not include specific conditions associated with his/her recommendation for approval and reemphasizing that Staff approval is dependent on Mayor and Council approval.

Minor subdivision, expedited approval (Sec 403-6)

Removes this from the UDO all together

Final Plats (Sec 403-8)

Adds in language that final plats are reviewed by the Planning and Zoning Board prior to being reviewed by the Mayor and Council

Exemption Plats (Sec 403-10)

Edits the section to include a change to Section 403-10 that provides that no lot previously divided through an exemption plat (two-lot split) can be further subdivided unless following the provisions for both a preliminary plat and a final plat.

Chapter 400, Article VI, Outdoor Lighting

Edits the section to include a new Section 406-7.5 regarding Street Lighting for New Subdivisions, modified from the original Gwinnett County UDO.

Financial Impact: N/A

Consistent with Comprehensive Plan?

Yes

1. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment

Attachments

Table of Changes

Sample Buffer Radii

Text2025-001 Draft Ordinance

New Appendix A

Next Steps

Final Public Hearing on September 2, 2025

Update

For clarity, new sections within Chapter 400 of the UDO and Norcross Standard Details of Appendix A mimic Gwinnett County standards and ordinances with edits and additions for Norcross. Additional changes to existing sections within Chapters 100 and 400 of the UDO do not necessarily mimic Gwinnett County standards but are based on feedback on processes and research of ordinances and best practices in other metro area jurisdictions.

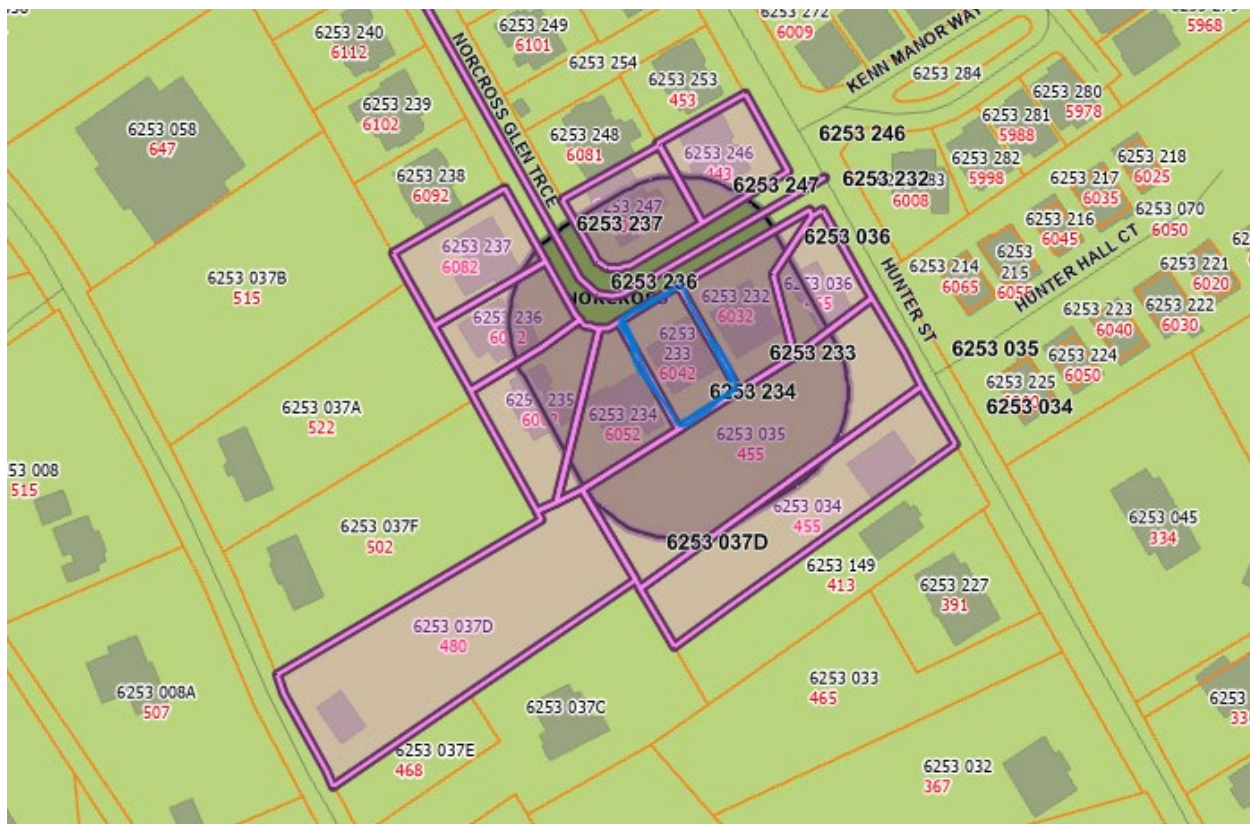
A table outlining changes by section is now included as part of this packet. In addition, sample buffer radii for possible mailings for administrative variances are shown for neighborhoods in several character areas at both 100' and 200' for reference.

Code Section	Section Name	Current Iteration	Proposed Changes	Additional Notes
Section 102-2	Defined Terms	Defines height of building and how to measure	Adds in that steeple or belltower on a place of worship is exempt from height standards of the district where located	Steeples/belltowers protected under First Amendment
		Defines outdoor storage	Adds in that outdoor storage includes merchandise incidental to a primary use, exludes counting the storage of vehicles not ancillary to a primary use which has a business license	
		Defines combination plat	Clarifies that it is the combination of two or more recorded parcels	
		Defines an exemption plat	Removes language that exemption plats can be done every two years and directs that once an exemption plat is done, no further subdivision can occur unless a preliminary and final plat are done commensurate with changes recommended elsewhere in Chapters 100 and 400	
		Streets definitions not included	Includes definitions of streets to complement new Chapter 400 Divisions 6, 7, 8, and 9	
		Minor Subdivision	Removes minor subdivision language commensurate with removing the minor subdivision process from the code	
Section 104-3; Figure 104-3(c)	Quasi Judicial Action Approval	Design Review Review and Approval Authority	Adds in that preliminary plats are reviewed by the UDO Administrator and Planning and Zoning Board with final review by Mayor and Council	
			Adds in that final plats and revisions are reviewed by the Planning and Zoning Board	
			Adds in that Preliminary plat amendments are reviewed by the UDO Administrator, Planning and Zoning Board and Mayor and Council	
Section 104-3; Figure 104-3(d)	Administrative Action Processes	Approval Processes	Adds commercial filming permit reviews to the Zoning Administrator, removing City Engineer from review process	
			Adds zoning administrator review to the Land Disturbance Process	
			Removes plat amendments and preliminary plat processes from solely administrative review	See changes in Figure 104-3(c)
Section 104-7	Administrative Review	Administrative Variance Authority is expressed in terms of feet (ie reductions of 1	Reduces administrative variance authority to 10% of the standard in place in the code (ie if a setback is 10', administrative authority to issue a variance is 1'), removes administrative authority to approve height variances and the demarcation of parking spaces	
	Administrative Review	Application procedures	Removes requirement for applicant to get notarized consent from adjoining property owners and gives that responsibility to the City staff to contact adjacent neighbors within a certain radius via mail to allow for neighbor notification and comment period	
	Administrative Review	Development Permits application requirements	Reiterates that preliminary plats have a multi-level approval process	
Section 105-3	Plan Submittal Specifications	Preliminary Plat Specifications	Adds into the preliminary plat certification that the Mayor and Council Reviewed the plat on a certain date	
Section 401-1	Land Development In General	Adopted portions of the Gwinnett County UDO	Removes references to sections of Gwinnett County Unified Development Ordinance (UDO) and updates other cross references to sections that are still adopted	The removed references are being replaced by new Chapter 400 Divisions 6, 7, 8, and 9
Section 401-2	Land Development In General	Local Amendments	Removes local amendments to the referenced sections of Gwinnett County UDO, local amendments are not necessary due to the proposed new Divisions 6, 7, 8, and 9 above; provides for a local Norcross modification process for any sections of Gwinnett County UDO that are still adopted by reference	
Chapter 400	Land Development	Addition of new Division 6, 7, 8, and 9	Division 6 adds in ordinances for Infrastructure, Streets, and Sidewalks; also adds in a new right of way section for a 40' Right of Way (ROW) that includes a 28' roadway with curb and gutter; 2' of landscape strip on each side of the road, 4' of sidewalk on each side of the road and provides for placement of utilities in easements adjacent to the new road for new residential roads that serve 10 or fewer homes	
			Adds in a new appendix of Norcross Standard Drawing Details	
			Division 7 adds in development conformance language for when a development project is closed out, to include the provision of a certificate of development conformance packet with bonds or other sureties for maintenance of the installation of roads, sidewalks, landscaping etc to ensure all site work has been accomplished in accordance with approved plans for such work.	
			Division 8 adds in inspection standards for erosion and sedimentation, tree protection, and stabilization of site and how inspections are called for and what must be approved before subsequent phases of construction occur	
			Division 9 adds in development design standards to include the Norcross standard drawings; how the Norcross Parks, Greenspaces and Trails Master Plan is incorporated into project, as well as how lots are to be designed, along with allowable exceptions. Also adds in additional requirements for stormwater facilities	
Sec 403-5	Site and Subdivision Regulations	Preliminary Plats	Reiterates that the Planning and Zoning Board and Mayor and Council also have review authority on preliminary plats and provide direction for how the Community Development Director forwards those plat on for review	
Section 403-6	Minor Subdivison	Expedited Review	Removes expedited review of minor subdivision plats, preliminary plats must be done for anything greater than a two lot exemption plat	
Section 403-8	Final Plats	Review	Adds in that the Planning and Zoning Board also reviews Final Plats	
Section 403-10	Exemption Plats	Resubdivision	Now states that each lot created in the exemption plat process cannot be resubdivided unless it goes through the preliminary plat and final plat process	
Section 406-7.5	Outdoor Lighting Standards	Street Lights for New Subdivisions	Provides a new section on developer requirements to add street lights to new subdivisions	

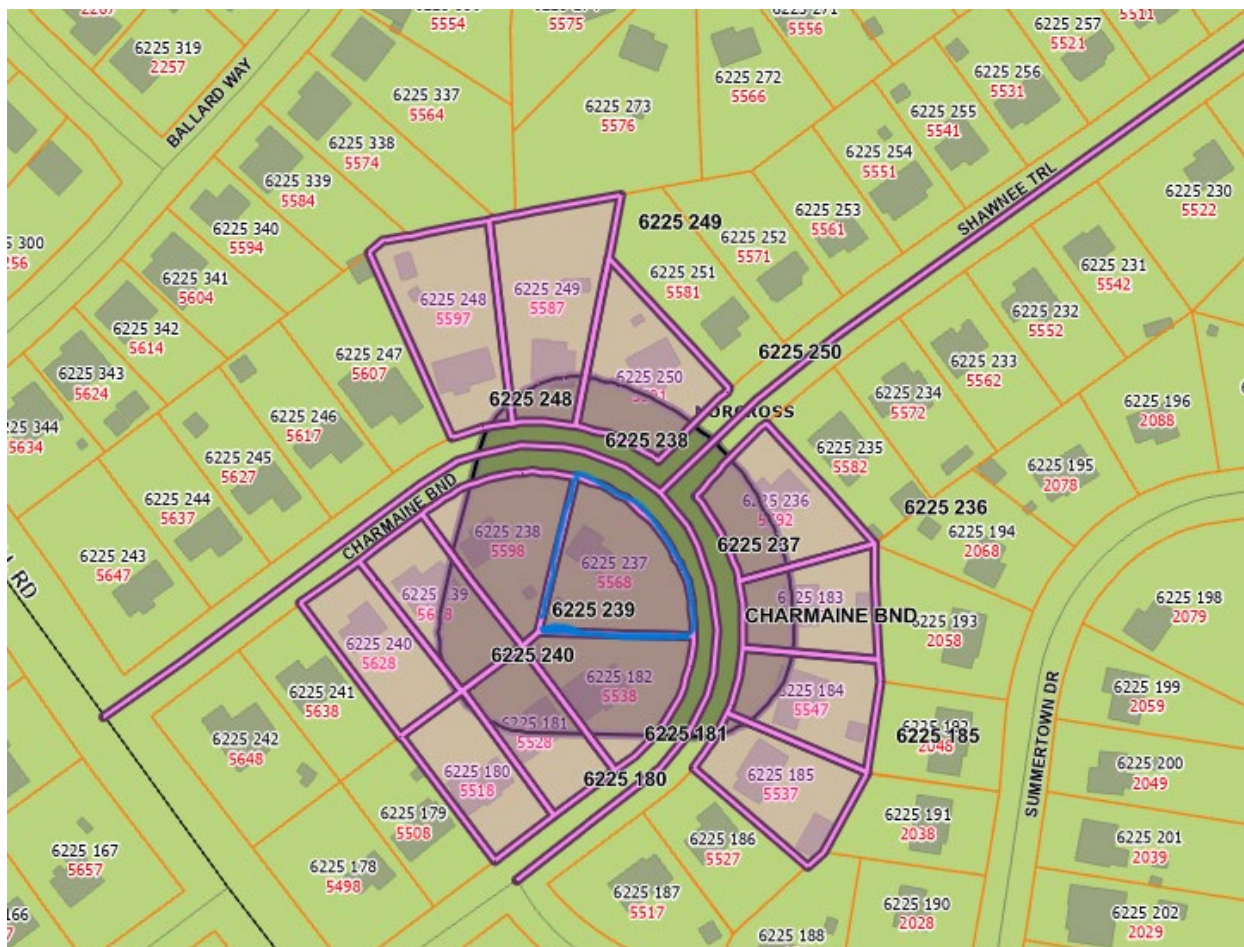
Representation of 100' buffers around properties in different character area neighborhoods for purposes of discussing distance mailings. Sample subject sites are outlined in blue for reference.



Character Area 4 North Peachtree Neighborhoods

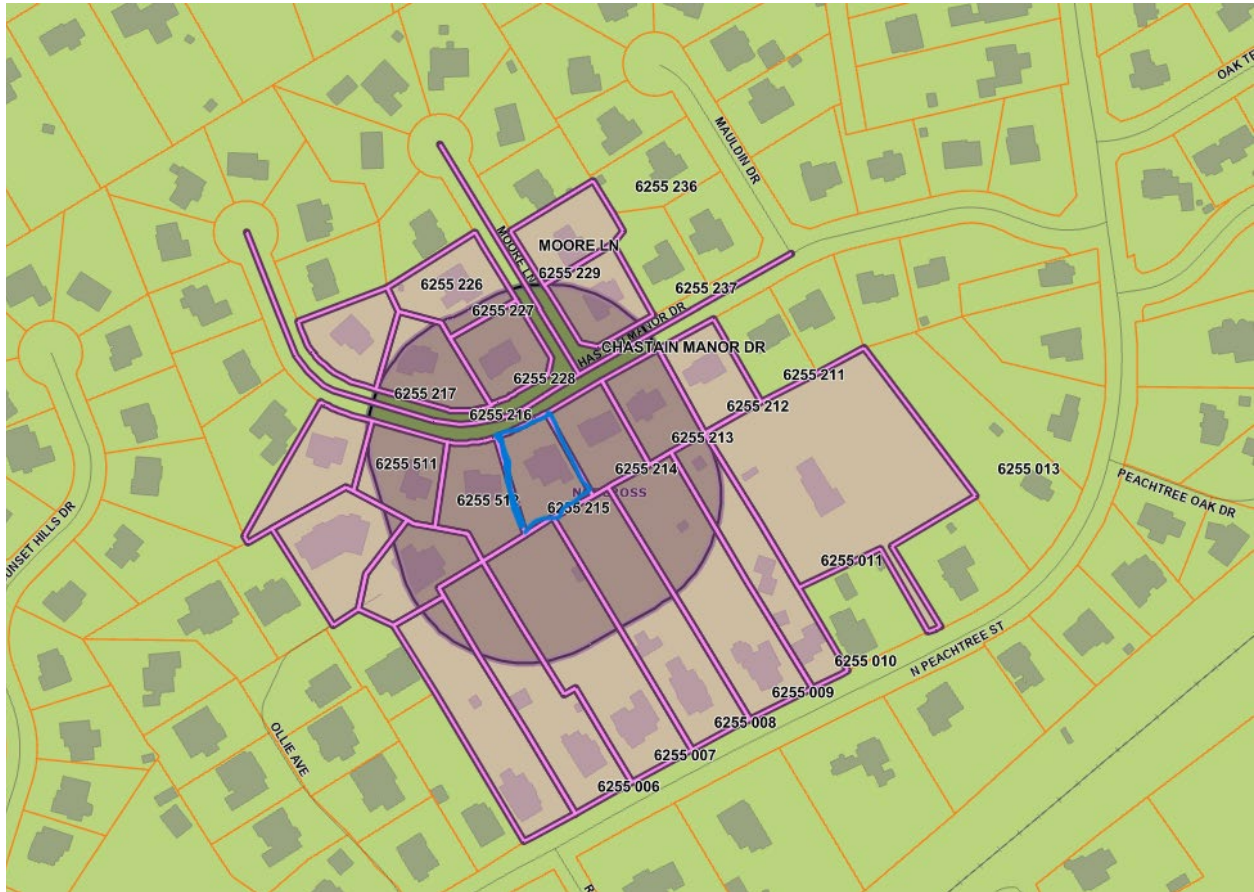


Character Area 5 Hopewell Woods Character Area



Character Area 11 South Norcross Neighborhoods

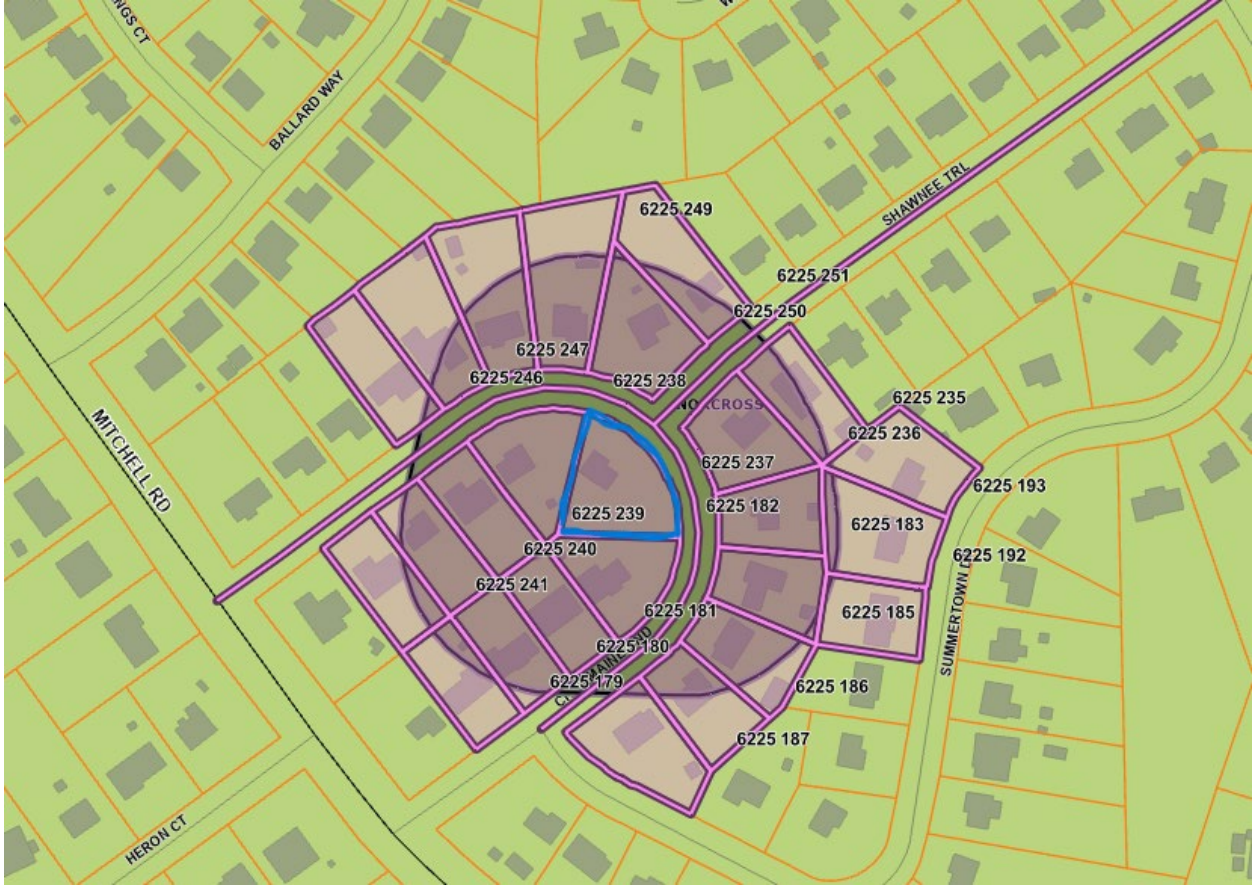
Representation of 200' buffers around properties in different character area neighborhoods for purposes of discussing distance mailings. Sample subject sites are outlined in blue for reference.



Character Area 4 North Peachtree Neighborhoods



Character Area 5 Hopewell Woods Character Area



Character Area 11 South Norcross Neighborhoods

DRAFT**Ordinance TEXT2025-001 _____****An Amendment to the City Code or Ordinances**

Chapter and Purpose: Subpart B Unified Development Ordinance, Section as noted.

Enacting Clause; The Mayor and City Council of the City of Norcross, Georgia hereby ordains that the adopted Code of Ordinances is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that all following provisions shall become and be made part of the Code of the City of Norcross.

- I. Amendment to edit the language as noted on the attached, to add those items shown as underlined and to delete those items as shown by strikethrough, any items completely deleted are reserved. For purposes of defined terms, new definitions are to be added where they fit alphabetically within the existing defined terms section:

Sec. 102-2. - Defined terms.

The following words, terms and phrases, when used in this UDO, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Note that for flood-plain management, specific definitions exist in Chapter 400, Article IV which only relate to items applicable to that section.

H

Height of building means the vertical distance measured from the average grade plane to the highest finished roof surface in the case of flat roofs, or to a point at the average height of the highest roof in the case of a roof having a pitch—**A steeple or belltower included on a place of worship is exempt from the height standards of the district in which it is located**

O

Outdoor storage means the keeping within an unroofed area of any goods, material, **and** merchandise **which is incidental to the primary use,** or vehicles in the same place for more than 24 hours for the primary purpose of storage. **Excludes the storage of vehicles with more than 4 axles which are not ancillary to a primary use on the site with an active business license.**

P

Plat, combination means the joining of two **or more** recorded parcels into one.

Plat, exemption means the division of one lot into two separately recorded lots where the property owner does not have to go through the subdivision process of this UDO. The parcels of land subdivided that resulted in the exemption plat shall not be further subdivided **unless done so under the regulations for preliminary plats and final plats** for two calendar years after the initial subdivision.

S

Street: means a thoroughfare that affords the principal means of access to abutting property. This includes streets, roads, highways, avenues, alleys, sidewalks and other public places or ways.

Street, Arterial: A Principal Arterial, Major Arterial, or Minor Arterial street as defined and designated in the Long Range Road Classification Map as adopted in the city comprehensive plan.

Street, Collector: A street shown as such in the Long Range Road Classification Map as adopted in the city comprehensive plan. The primary purpose of a Collector Street is to collect and distribute traffic between the Local Streets and the Major and Minor Arterial Streets and to provide access to adjacent properties.

Street, Cul-de-Sac: A street having one end open to traffic and being permanently terminated within the development by a vehicular turnaround. For the purpose of designation, a cul-de-sac street shall be interpreted to begin at the intersection of two or more streets nearest to the vehicular turnaround.

Street, Local Non-Residential: A surface street intended primarily to provide local access to adjacent

existing or planned commercial or industrial development and not for through traffic.

Street, Local Residential: A surface street intended primarily to provide local access to adjacent residential development and not for through traffic.

Street, Major Arterial: A street shown as such in the Long Range Road Classification Map as adopted in the city comprehensive plan. The primary purpose of a Major Arterial Street is to carry longer trip length segments and larger volumes of traffic to, from and through the City and adjoining regions.

Street, Major Intersection: The intersection of two or more public streets in which at least one of the streets is an arterial or major collector as designated by the Long Range Road Classification Map as adopted in the city comprehensive plan.

Street, Marginal Access: A local street which is parallel to and adjacent to a major thoroughfare and which provides access to adjacent properties and protection from through traffic.

Street, Minor Arterial: A street shown as such in the Long Range Road Classification Map as adopted in the city comprehensive plan. The primary purpose of a Minor Arterial Street is to carry medium length trip segments and moderate volumes of traffic to, from and through the City.

Street, Minor Collector: A through street having the primary function of connecting subdivisions or other areas to Major Collector streets or other major thoroughfares or functioning as a central route within a subdivision channeling traffic from the local streets to an abutting major thoroughfare or another Minor Collector street. For the purposes of this ordinance, a central but non-through route within a subdivision or other project will be considered as a Minor Collector, if the Average Daily Traffic generated by the development on the route will exceed 2000 trips.

Street, Principal Arterial: A street shown as such in the Long Range Road Classification Map as adopted in the city comprehensive plan. The primary purpose of a Principal Arterial Street is to carry very long trip length segments and very large volumes of traffic to, from and through the City and the adjoining region.

Street, Private: An access way similar to and having the same function as a public street, providing access to more than one property, but held in private ownership (as distinct from a "driveway").

Street, Public: A right-of-way dedicated to and accepted by the City of Norcross for vehicular traffic or over which the City of Norcross may hold a prescriptive easement for public access and including designated and numbered U. S. and State Highways. For the purposes of this ordinance, the term "public street" shall be limited to those which afford or could afford a direct means of vehicular access to abutting property and exclude limited access roadways which abut a property but from which direct access may not be allowed under any circumstances.

Street Jog: The alignment or offset of roads intersecting the same street.

Subdivision means the division of a tract or parcel of land resulting in two or more newly defined lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing

street or roadway.

~~Subdivision, minor means more than two lots, but less than four lots, in which no public improvements, such as streets, stormwater drainage facilities or public utilities, are to be made.~~

Chapter 100, ARTICLE IV. PROCEDURES

Section 104-3 Decision Making Responsibilities

Figure 104-3(c) Quasi-Judicial Action Approval Processes

Approval Process KEY: R = Review & Recommendation D = Final Decision A = Appeal PH = Public Hearing PM = Public Meeting	Cross-reference	Review and Approval Authority						
		UDO Administrator	Architectural Review Board	Historic Preservation	Tree Preservation Board	Zoning Board of Appeals	Planning and Zoning Board	Mayor and City Council
Design Review								
Minor Design Plan*	Sec. 104-6D	D						
Major Design Plan*	Sec. 104-6D	R	D					
<u>Preliminary Plat</u>	<u>Sec 405-3</u>	<u>R</u>					<u>R</u>	<u>R-PM</u>
Final major subdivision plat approval <u>and revisions</u>	Sec. 403-8	R					<u>R</u>	D- <u>PHM</u>
<u>Preliminary Plat Amendments</u>		<u>R</u>					<u>R</u>	<u>R-PM</u>
Major Design Plan in Local Historic District	Sec. 104-6E	R		D				
Historic Review—Cert. of Appropriateness in National Historic District	Sec. 104-6F	R	D					
Historic Review—Cert. of Appropriateness in Local Historic District	Sec. 104-6E	R		D				
Demolition permit in national historic district	Sec. 104-5	R	R					D-PH
Demolition permit in local historic district	Sec. 104-5	R		R				D-PH
Variances, Exceptions, and Appeals								
Variance	Sec. 104-6K	R				D-PH		
Appeals of Administrative Decision other than Tree Removal	Sec. 104-6C	R				A		
Appeal of Administrative Decision regarding Tree Removal	Sec. 104-6C	R			A			
Appeals of decisions by the ARB, HPC, or TPB	Sec. 104-6C	R						A
Stream buffer variance	Sec. 104-5	R						D-PH

- (d) Permits that may be approved by a UDO Administrator through the administrative review process fall under three different review sub-categories: building review by the city Building Official, engineering review by the City Engineer, and zoning review by the Zoning Administrator. The following table summarizes the different administrative permits that may be granted under this UDO and which UDO Administrator review them.

Figure 104-3(d) Administrative Action Processes

Approval Process	Cross-reference	Review and Approval Authority		
		Building Official	City Engineer	Zoning Administrator
Administrative Variance	Sec. 104-7A		■	■
Building Permit ¹	Sec. 104-7B	■	■	
Certificate of Appropriateness	Sec. 104-7C			■
Certificate of Completion	Sec. 104-7D	■		
Certificate of Occupancy	Sec. 104-7E	■		
Change of Occupancy certificate	Sec. 104-7F	■		
Commercial Filming Permit	Sec. 104-7G		■	■
Demolition Permit ²	Sec. 104-7H	■		■ ³
Development Permit	Sec. 104-7I	■	■	■
Exemption Plat	Sec. 403-10	■	■	■
Land Disturbance Permit	Sec. 104-7J	■	■	■
Plat Amendments		■	■	■
Preliminary Plat	Sec. 403-5		■	■
Parking Waiver	Sec. 104-7K			■
Sign Permits ⁴	Sec. 104-7L	■		■
Temporary Outdoor Activities Permit	Sec. 104-7M	■	■	■
Temporary Outdoor Retail Display Permit	Sec. 104-7N	■	■	■
Trade Permits, both commercial and residential ⁵	Sec. 104.7P	■		
Tree Removal, both commercial and residential	Sec. 104-7O		■	■
Utility Permits	Sec. 104-7Q		■	
Zoning verification letter	Sec. 104-7R			■

Notes:

- 1 Building Permits fall under the following categories: Single- family townhome; Single-family Detached Home; Duplex; Residential 4-plex; Condominium; New commercial construction; Residential remodel; and Residential Storage
- 2 Demolition Permits fall under the following categories: Residential demolition outside of the historic district; Residential demolition inside the historic district; Residential interior or limited demolition;

Commercial interior or limited demolition; and Commercial demolition removal of entire building or section

- 3 Zoning Administrator reviews demolition permits inside the historic district only
- 4 Sign Permits fall under the following categories: Temporary sign; New monument sign; Building sign
- 5 Trade permits are first classified as being either residential or commercial, and then may be for electrical repairs and upgrades, gas line repairs and upgrades, HVAC repairs and upgrades, low voltage repairs and upgrades, plumbing repairs and upgrades, or re-roof .

Sec. 104-7. Administrative review.

The following requirements apply to all applications that can be approved by a UDO administrator. Unless specified elsewhere in this section, the procedures for initiation, application, and review of an administrative review are included in the provisions of subsection 104-4(b), common application requirements.

(a) Administrative variances.

- (1) *Power to grant administrative variances.* The Director shall have the power to grant administrative variances (except for density and use variances) from the development standards as established in the UDO where, in his/her opinion, the intent of the UDO can be achieved, and equal performance obtained by granting an administrative variance.
- (2) *Limitations on administrative variances.* The authority to grant administrative variances shall be limited to variances from the following requirements:
 - a. Front yard or yard adjacent to public street—~~variance not to exceed ten feet.~~ **up to 10% of the standard required in this UDO**
 - b. Side yard—~~variance not to exceed five feet.~~ **up to 10% of the standard required in this UDO**
 - c. Rear yard—~~variance not to exceed ten feet.~~ **up to 10% of the standard required in this UDO**
 - d. Accessory structure placement for lots without a rear yard.
 - e. Height—~~variance up to but not exceeding ten feet~~ **up to 10% of the standard required in this UDO**, provided that no increase in the height for a sign or fence may be granted nor may the variance result in an increase in the number of stories than would otherwise be allowed under the applicable zoning district.
 - f. Buffers—the dimensions or screening treatment of a buffer as required by the UDO may be reduced by no more than 50 percent where the comprehensive plan recommends a more compatible land use on the neighboring property than that for which said property is actually zoned, or in other situations where the intent of the required buffer can be equally or otherwise achieved; provided, however, that no buffer required as a condition of a rezoning or of a grant of a special use permit shall be modified.
 - g. Reduction in parking spaces—as per the provisions of section 203-10, off-street automobile parking and loading.

~~h. Demarcation of parking spaces—parking spaces may be left unmarked, provided all of the following conditions are present:~~

- ~~1. The parking lot must be designated to serve only a multi family residential project which is designed and intended for rental occupancy.~~
- ~~2. The parking lots must be designed in relation to the internal circulation system such that the areas reserved for parking are easily identified and clearly distinct from the interior driveways because of their location, design, orientation, or configuration, such as in parking areas with a single interior driveway having parking spaces located perpendicular to and along the sides of the access driveway, allowing the curbing to delineate the exterior dimension of the single parking bay.~~
- ~~3. Approval for the elimination of the striping has been obtained by the applicant in writing from the City Engineer.~~

(3) *Application procedures.*

- a. *Application form and documentation.* The application for an administrative variance shall be in such a form and contain such information and documentation as shall be prescribed by the Community Development Department, but shall contain at least the following:
 1. Name and address of the applicant.
 2. Legal description of the subject property.
 3. Size of the subject property.
 4. A statement of the hardship imposed on the applicant by the zoning ordinance and a statement of why the administrative variance will not be materially detrimental or injurious to other property or improvements in the neighborhood in which the subject property is located.
 - ~~5. A notarized letter of consent for proposed administrative variance from adjoining property owners.~~
 6. A non-refundable application fee shall accompany the application, as established from time to time by the Mayor and City Council, to defray the actual cost of processing the application.
 7. A site plan drawn to the requirements of chapter 100, article V, plan submittal requirements.
- b. *Standards for issuance of administrative variances.* In deciding whether to grant an application for an administrative variance, the Director of the Community Development Department shall consider all of the applicable standards provided in the UDO **and after the Director or his/her designee has sent written notice via US Mail to the property owner of record based on Gwinnett County Tax Records for all properties immediately adjacent to or directly across the street (or within 100' or within 200' radius) from the subject property and allowing those property owners to provide comment to the Director within 10 calendar days of notice.**

It is the duty of the Director to review such facts, **comments**, and evidence in light of the general spirit and intent of the UDO to balance the public health, safety, morality,

aesthetics, and general welfare of the city and its citizens against the injury to a specific applicant that would result from the strict application of the provisions of the code on the applicant's property, and to determine whether the request conforms to the standards of the review in the UDO.

Sec 104-7 (i) *Development permit.*

(3) *Development permit application requirements.*

- a. The application for a development permit shall be submitted to the Community Development Department in a digital format (unless otherwise required by the city) and must include the following:
 1. Application on the form furnished by the Community Development Department, requesting review for issuance of a development permit.
 2. Three copies of:
 - i. The preliminary plat, **once appropriately reviewed and approved at all levels**, or site plan requesting or reflecting project approval by the Community Development Department.
 - ii. The construction plans prepared in conformance with the specifications and standards in this UDO, section 105-4.
 3. Two copies of the hydrology study.
 4. One copy of the soil tests (if applicable).
 5. Payment of any development permit fee.

Chapter 100, Article V Plan Submittal Specifications

Section 105-3 Preliminary plat specifications

Section 105-3(c)

- (4) *Preliminary plat approval certification.* The following certification statement shall appear in the approved preliminary plat application package:

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

Community Development Director Date

Owner/Developer Date

Chapter 400 Land Development, Article I Land Development Standards, Division 1 In General

Sec. 401-1. Adopted portions of the Gwinnett County Unified Development Ordinance.

The following chapters of the land development standards of the county unified development ordinance, as described in title 3, development and permitting, or as amended, are hereby adopted as a general ordinance of the city to the extent that the development regulations are not inconsistent with this UDO or city local amendments under section 401-2:

- ~~(1) Chapter 330-10—330-20—chapter 340-90, development conformance, performance surety, maintenance surety and continuing maintenance.~~
- ~~(2) Chapter 350, inspections.~~
- ~~(3) Chapter 360, development design standards.~~
- (4) Chapter 800, stormwater management.
- (5) Chapter 810, stormwater conveyance systems.
- ~~(6) Chapter 900, infrastructure, streets, sidewalks, multi-use paths, greenways.~~
- ~~(7) Chapter 910, street lighting.~~
- (8) Chapter 380 ~~1000~~, public utilities installation.

A copy of the current Gwinnett County Unified Development Ordinance and any additions, deletions or local amendments thereto shall be maintained in the office of the Community Development Department and be available for inspection by the public.

Sec. 401-2. Local amendments.

For the purposes of applying portions of the Gwinnett County Unified Development Ordinance, the following sections and chapters of the Gwinnett County Unified Development Ordinance are amended as follows:

(1) Section 110-40. Definitions.

- a. *Board of commissioners*, read Mayor and City Council.
- b. *Comprehensive plan*, read City of Norcross Comprehensive Plan as amended.
- c. *County*, read city.
- d. *Department*, read Community Development Department.
- e. *Engineering department*, read Community Development Department and/or consulting city engineer as applicable.
- f. *Erosion control regulations*, read Norcross UDO, Chapter 400, Article II, Erosion, Sediment and Pollution Control.
- g. *Planning commission*, read city Planning and Zoning Board.
- h. *Zoning resolution*, read Norcross UDO, Chapter 200 as amended.

~~(2) Section 360-10. Incorporation of Standard Drawings.~~

~~Section 360-10.3 Standard drawings. Add under drawings sheet #106 the following: Retaining walls over two feet high constructed of railroad ties treated with oil based preserving processes (creosote) shall be prohibited except on single family owner occupied lots.~~

~~(3) Section 360-70. Access and right of way requirements; and street improvement and construction requirements.~~

~~Section 360-70.1(D) The creation of private streets must be heard and approved by Council at a public meeting. The Council shall consider whether the creation of a private street is in the best interest of the citizens of the city, the impact to interconnectivity within the city road network, and the creation of future maintenance issues. Should the Council approve the use of a private street, the street and privately owned utility area shall be constructed to the roadway construction standards of the City of Norcross, as contained herein. All private streets shall be owned in common by a home owners association within a development and shall be recorded as a common area parcel. All private streets shall have a street sign stating, "Private Street" or "Private Road" installed in a prominent location prior to the recording of a final plat.~~

(4) Section 810-10 General Requirements. Add to the text of Section 810-10 the following:

Section 810-10.4 Surface drainage. All drainage in right-of-way or proposed right-of-way shall be piped using reinforced concrete pipe. Also, road culverts, even if private roads, shall be reinforced concrete pipe. **Any modifications to these requirements shall follow the provision for Quasi-judicial relief as outline in Section 104-6 of the City of Norcross UDO.**

~~(5) Section 900-90. Sidewalks.~~

~~Section 900-90.1. Delete the text of Section 900-90.1 and replace with the following: Sidewalks shall be required in all new developments requiring a development permit excluding minor development permits.~~

~~Section 900-90.2.G.~~ Delete the text of sub-section 900-90.2.G. and replace with the following: Escrow alternative. The cost of sidewalk installation along city maintained roads may be set aside in escrow with the City if proposed road improvements by the City may impact the location of a sidewalk, or if the sidewalk cannot be constructed due to topographic or utility constraints. Costs shall be set at a linear rate by the City Engineer and are subject to include construction, acquisition, and engineering costs for sidewalk projects within the City.

~~Section 900-90.3.~~ Delete the text of Section 900-90.3.A. and replace with the following: "Sidewalks shall be constructed to as per the requirements of Sec. 205-4, and shall be required on both sides of the right-of-way."

- (6) ~~Section 380.10 Placement of Utilities 1000-70. Underground facilities.~~ Add to the text of new Section 1000-70 380.10.3 the following:

~~Section 380.10.3 1000-70.5.~~ In residential subdivisions all electrical utilities shall be under ground.

- ~~(7) Section 900-150 Walkways.~~ A walkway shall be provided from all buildings to an adjacent public right-of-way, as follows:

- a. ~~Parcels under two acres shall provide a walkway with a minimum width of five feet, except as specified in "exceptions" below.~~
- b. ~~Parcels two acres or larger shall provide a walkway that conforms to subsection 205-4(d)6), except as specified in "exceptions" below.~~
- c. ~~Exceptions. Walkways and landscape strips are not required for existing buildings or uses when the applicant demonstrates that their installation would do any of the following:~~
 1. ~~Render the parcel non-conforming with regards to parking; or~~
 2. ~~Result in a ten percent or more reductions in the number of parking spaces on the parcel; or~~
 3. ~~Require the construction of retaining walls, site grading, site excavation, or site fill; or~~
 4. ~~Is determined by the Director to be infeasible because of topographic or other site-specific constraints.~~
- d. ~~The required or provided walkway surface shall be hardscape but may not be asphalt.~~
- e. ~~The required or provided landscape strip shall be planted in accordance with the standards of section 205-4.~~

- ~~(8) Section 900-160 Inter-parcel access.~~

- a. ~~Inter-parcel access, joint driveways, cross access drives, and access easements shall be provided as follows, except where the Director determines that they are infeasible because of topographic or other site specific constraints;~~
- b. ~~Inter-parcel vehicular connections or provision of a future inter-parcel driveway stub (with appropriate cross-access easements) shall be required between abutting commercial, office, industrial or attached residential parcels;~~

- c. ~~Joint driveways and cross section easements shall be established between abutting commercial, office, industrial or attached residential parcels;~~
- d. ~~Driveways providing inter parcel access shall be designed with a design speed of 25 mph and a two-way travel aisle with a minimum of 20 feet to accommodate automobiles, service vehicles, and loading vehicles; and~~
- e. ~~Required inter parcel access shall not be gated or otherwise access controlled.~~

Chapter 400 Land Development, Article I Land Development Standards, New Divisions 6, 7, 8, and 9

Division 6. - Infrastructure, Streets, and Sidewalks

Sec 401-38. Street Classification and Right-of-Way Requirements.

(a) Street Classifications.

- (1) Dedication of Street Right-of-Way. Right-of-way for all existing and proposed public streets within a project shall be dedicated in accordance with the street classifications as shown on the officially adopted Long Range Road Classification Map in Norcross Comprehensive Plan or as required by Director or Designee of City of Norcross.
- (2) Street Improvements. All streets and project access improvements shall be constructed or improved to the standards as established in the UDO. Roadway improvements shall be made in accordance with the street classifications as shown on the officially adopted Long Range Road Classification Map.

(b) Minimum Right-of-Way and Street Improvements.

- (1) Right-of-Way and Pavement Widths. Minimum widths of street right-of-way and roadway pavement shall be as shown on Table 401-38(b) unless a modification is granted by the Director.

Table 401-38(b). Minimum Right-of-Way and Roadway Widths for New Streets
and
Project Access Improvements.

<u>Street Category</u>	<u>Minimum Right-Of-Way¹</u>	<u>Minimum Roadway²</u>
<u>Major Collector</u>	<u>80'</u>	<u>52'</u>
<u>Minor Collector</u>	<u>60' TO 80'</u>	<u>28'</u>
<u>Local Street</u>	<u>60'³</u>	<u>32'</u>
<u>Non-residential</u>	<u>60' radius</u>	<u>50' radius</u>
<u>Non-residential Cul-De-Sac</u>		
<u>Local Street</u>	<u>50'⁴</u>	<u>28'</u>
<u>Residential — Urban</u>	<u>50' radius</u>	<u>40' radius</u>
<u>Residential — Urban Cul-de-sac</u>		

¹ The greater right-of-way width shall apply under circumstances as described in Section 401-38(b).

² Roadway width dimensions are back-of-curb to back-of-curb except where noted.

³ Utility easement shall be provided in a location and size as required by the Gwinnett County Department of Water Resources.

⁴ The minimum right-of-way may be reduced to 40 feet, and the sidewalk width to 4' for a dead-end local street that is shorter than 500 feet and serves 10 or fewer single-family homes.

(2) Street Rights-of-Way.

- a. The minimum width of street right-of-way shall be dedicated based upon the street classification as shown on the officially adopted Long Range Road Classification Map and as contained in the UDO.

- b. Additional street right-of-way width shall be required to be dedicated at intersections or other locations to accommodate required traffic safety improvements (e.g., deceleration lanes, turning lanes, storage lanes, medians, or realignments), future projects identified in official planning documents, or within 500 feet of a major intersection and minimum right-of-way standards would be inadequate to accommodate the improvements.
- c. If a new street or thoroughfare is proposed by the officially adopted Long Range Road Classification Map or the State of Georgia to adjoin or traverse the property, permits shall not be issued until the Community Development Department has submitted the project to the Mayor and Council for review in order to seek a determination if the City of Norcross should acquire the right-of-way or if a study of alternate routes should be undertaken.

Sec 401-39. Requirements for New Streets and Roadways.

- (a) Construction Standards. Streets, whether public or private, shall be constructed or improved at least to the standards contained in this UDO in accordance with the category of said streets or as otherwise required by the Mayor and Council.
- (b) General Layout Requirements.
 - (1) Conformance. The arrangement, character, extent, width, grade, and location of all streets shall conform at a minimum to the officially adopted Long Range Road Classification Map and this UDO.
 - (2) Local Streets and Minor Collectors.
 - a. Local streets shall be laid out so that their use by through traffic will be discouraged. Minor collectors shall be provided to channel through traffic movements within a development, where appropriate to the design and a major thoroughfare is not proposed by the officially adopted Long Range Road Classification Map. Minor collectors also may be provided as central routes within large residential subdivisions, where appropriate to the design, based on project traffic demands exceeding 2,000 trips per day (ADT). Traffic calming measures for new local streets are required to encourage and maintain maximum vehicle operating speeds of 25 mph. In order to achieve this objective, the maximum length of roadway section between speed control points shall be 500 feet. Such design and construction should be in substantial conformance with the City of Norcross Traffic Calming Design Guide for traffic calming measures and requirements.
- (3) Cul-de-sac Streets.
 - a. Dead end streets designed to have one end permanently closed shall provide a cul-de-sac or other approved turnaround and may be no more than 600 feet in length. Additional length necessitated by topography or property configuration may be approved by the City Engineer.
 - b. The length of a cul-de-sac street shall be measured from the center of the cul-de-sac or other approved turnaround to the center of the intersection with another street, whether a through street or another cul-de-sac or dead-end street.

- c. Eyebrow cul-de-sac (half cul-de-sacs) will be allowed only at "right-angled" intersections having an interior angle between 80 degrees and 100 degrees.
- d. Cul-de-sacs shall conform to the layout and dimensional requirements as shown in the Standard Drawings in Appendix A
- (4) Substandard Streets. In the event that a development has access to a substandard street (i.e., a dirt or gravel road), the following project access improvements shall be required:
 - a. If the abutting substandard street provides access to the development and is dirt or gravel, the street shall be upgraded by the developer to a paved roadway from the project entrance to the nearest standard paved road along the route of access.
 - b. Off-site project access improvements required under Subsection 401-39(b)(4)(a), above, and Chapter 400 shall at a minimum, result in a full-section roadway meeting the requirements of a local residential roadway. Responsibilities shall be as follows:
 - 1. The Developer shall design the road and provide the labor, equipment, and materials required for roadway improvements and necessary drainage improvements.
 - 2. If the City desires the roadway to be improved to a standard greater than that for a local residential roadway, the City shall provide or pay the cost of the additional materials and labor.
 - 3. All right-of-way required for these off-site improvements shall be acquired by the developer at no expense to the City.
 - 4. In the event that access to a new development is through an existing local City maintained Road, the Developer and/or Builder is responsible for any and all damages to the existing road. Developer and/or Builder may be required to document existing conditions of this access road prior to any construction, may be required to post a bond or some form of guarantee and make necessary repairs as deemed appropriate per the Public Works Director.
 - c. Half Streets. Half-streets (new boundary streets having one-half of the minimum required right-of-way or pavement width) shall not be allowed nor access to same be permitted should it exist.
- (5). Improvements along State Highways or Gwinnett County roadways. For any development which abuts a state highway or Gwinnett County roadway, or other right-of-way controlled by the State of Georgia, improvements to the roadway and the location and design of any street or driveway providing access from the state highway or county roadway shall comply with the standards and requirements of the Georgia Department of Transportation or the Gwinnett County Department of Transportation. A permit for the proposed access or improvements shall be required to have been approved by the Georgia Department of Transportation or the Gwinnett County Department of Transportation and incorporated into the construction drawings for the project prior to issuance of a development permit by the Department.
- (6). Dead End Streets.
 - a. A dead-end street shall be provided to the boundary of a subdivision where necessary to provide access to a land-locked abutting property, for planned continuity of future

circulation, for improved access for public safety vehicles, or for the extension of public water or other utilities to neighboring lands. Such dead-end streets shall be designed so as to allow their reasonable extension and shall be located so as to be reasonably incorporated into a street design for the neighboring property. The stub street requirement may be waived by the Community development director.

- b. Dead end streets on abutting property shall be extended into a proposed subdivision and incorporated into the street design of the development. This requirement may be modified by the Community development director. in cases of serious topographical hardship or dissimilar zoning which would create unacceptable land use conflicts between the two developments. This modification may be conditioned on the provision of easements necessary for the extension of public utilities, the provision of cul-de-sac or other permanent turnaround on the dead-end street, or the removal of the dead-end street back to its nearest intersection.
 - c. Where a dead-end street (other than a cul-de-sac) serves more than three lots, the developer shall be required to provide a temporary vehicular turnaround within the right-of-way. This requirement may be waived if extension of the dead-end street is approved and under construction prior to its inclusion in a Final Plat.
 - d. Where a street dead ends at the property boundary and the street exceeds 600 feet in length, a permanent cul-de-sac or other approved turnaround shall be required. In this situation, right-of-way to the property boundary shall be required, but the pavement shall not be extended to the property boundary beyond the edge of the paved cul-de-sac or other approved turnaround. In no case shall a dead-end street exceed 2000 feet in length unless approved by the Community development director due to unusual topographic conditions or property configuration.
 - e. Connections for future extension of all public utilities shall be constructed as part of the subdivision. Curb returns shall be constructed as part of the subdivision. Curb returns shall be provided to the future "stub" street roadway location, and curb and gutter shall be installed across the roadway stub at the right-of-way line (extended).
 - f. The right-of-way for the "stub" street shall be dedicated as part of the Final Plat. Slope easements or construction easements, if required by the street design, shall be shown on the Final Plat.
- (7). Service Roads. Where a development borders on or contains a railroad right-of-way, or limited access highway right-of-way or major thoroughfare, a public street may be required to be constructed and dedicated within the development approximately parallel to and on each side of such right-of-way.
- (c) Reserve Strips. Land in private ownership adjacent to public rights-of-way which could control or are intended to control access to streets, alleys, or public lands shall not be permitted unless their control is given to the City under ownership, dedication, or easement conditions approved by the City Attorney or acceptable to the Public Works Director. No development shall be designed so as to deny access to abutting properties.
- (d) Street Jogs.
- (1). Street jogs shall either directly align or have offsets as shown in Table 401-41(h), as measured between centerlines of said streets.

- (2). All Major Thoroughfares shall provide offsets as required by the Community Development Department, where alignment is not desirable or feasible, but in no case be spaced less than 600 feet apart as measured between centerlines of said streets.

Sec 401-40. Project Access Improvements.

(a) Project access improvements for single-family detached, single-family attached, and duplex residential subdivisions.

- (1). When property that abuts upon an existing or proposed City road is to be developed or redeveloped as a single-family detached, attached, or duplex subdivision and the City street will provide access to the property, project access improvements to the City road (deceleration lanes, turn lanes, etc.) shall be provided by the developer as required herein. Two remote entrances shall be required for developments with more than 120 dwelling units unless an administrative modification is granted by the Community Development Director and an administrative variance is granted by the Gwinnett County Fire Marshal.
- (2). A deceleration lane shall be required to be provided at each project driveway or subdivision street entrance that is provided street access to a Minor Collector Street or Major Thoroughfare. In the event a street has an existing or proposed median, and the developer desires to construct a median break to serve the subdivision, a left turn lane leading to the median break shall be required to be provided by the developer if approved by the Community Development Department and shall meet the standards contained herein. The preferred spacing for median breaks shall be 2,000 feet between the centerlines of the openings, and the minimum spacing for median breaks shall be 1,000 feet between centerlines of the openings. Other factors will also be considered, such as distance to other median openings, adjacent land use, expected traffic volumes, and the resulting volume of U-turns that are likely to occur without the median opening. Meeting the spacing criteria is not, in itself, an indication that median openings will be allowed.
- (3). Deceleration lanes shall have a length of 200 feet, with an additional 50-foot taper length, a pavement width of 12 feet (exclusive of curb and gutter) and shall be provided with curb and gutter. Additional right-of-way to accommodate the deceleration lane and an 11-foot shoulder measured from back of curb shall be dedicated by the developer to the city at no cost. Associated stormwater infrastructure as deemed necessary by the construction of the deceleration lane shall also be required.
- (4). A left turn lane shall be provided into each project driveway or subdivision street that accesses a Minor Collector or Major Thoroughfare in accordance with the Georgia Department of Transportation.
- (5). Other project access improvements may be required by the Community Development Department in order to ensure adequate site access, pedestrian access, convenience and safety to the motoring public.
- (6). The developer shall be responsible for the relocation of public or private utilities and stormwater infrastructure, as may be occasioned by the required Project Access Improvements.

(b) Project Access Improvements for Multifamily and Non-residential Developments.

- (1). When property that abuts upon an existing or proposed City road is to be developed or redeveloped for multifamily or non-residential uses and the City road will provide access to

the property, project access improvements to the City road (deceleration lanes, turn lanes, etc.) shall be provided by the developer.

- (2). A deceleration lane shall be required to be provided at each project driveway or subdivision street entrance, as applicable, that is provided street access to a Minor Collector Street or Major Thoroughfare. In the event a street has an existing or proposed median, and the developer desires to construct a median break to serve the project, a left turn lane leading to the median break shall be required to be provided by the developer if approved by the Community Development Department and shall meet the standards contained herein. The preferred spacing for median breaks shall be 2000 feet between the centerlines of the openings, and the minimum spacing for median breaks shall be 1000 feet between centerlines of the openings. Other factors will also be considered, such as distance to other median openings, adjacent land use, expected traffic volumes, and the resulting volume of U-turns that are likely to occur without the median opening. Meeting the spacing criteria is not, in itself, an indication that median opening will be allowed.
- (3). Deceleration lanes shall have a length of 200 feet, with an additional 50-foot taper length, pavement width of 12 feet (exclusive of curb and gutter) and shall be provided with curb and gutter. Additional right-of-way to accommodate the deceleration lane and an 11-foot shoulder shall be dedicated by the developer to City at no cost. Associated drainage improvements as deemed necessary by the construction of the deceleration lane shall also be required.
- (4). A left turn lane shall be provided into each project driveway or subdivision street that accesses a Minor Collector or Major Thoroughfare in accordance with the Georgia Department of Transportation.
- (5). Other project access improvements may be required by the Community Development Department upon the recommendation of the Public Works Department in order to ensure adequate site access, pedestrian access, convenience and safety to the motoring public.
- (6). The developer shall be responsible for the relocation of public or private utilities and stormwater infrastructure, as may be occasioned by the required Project Access Improvements.
- (c) If alternate project access improvements are requested, the applicant shall have a traffic study performed, at their expense but at the direction of the City Engineer, utilizing a traffic professional from the City's on-call list. Should the results of the traffic study validate alternate access improvements, the applicant can pursue approval from Public Works and the Community Development Director based on recommendation from the City Engineer.

Sec 401-41. Driveway Design Standards.

- (a) Angle and Improvements. Driveways shall generally intersect streets at right angles. The portion of a driveway located within a public right-of-way shall be paved.
- (b) Driveway Design Standards. Driveways serving single-family detached or duplex residences may be no less than 10 feet wide at the right-of-way line and shall provide a radius to the back of curb or edge of pavement of the roadway of no less than 5 feet. Driveways shall provide a parking area of at least 18 feet deep measured from the edge of the sidewalk or curb if a

sidewalk is not present or required. All other driveway curb cuts on public streets shall conform to the standards shown on the driveway details contained in Appendix A.

(1). Driveway Detail 1 (32-foot Width, 25-foot Radius) for:

- a. Commercial and Retail Uses (over 80,000 Square Feet).
- b. Office/Institutional/Cultural Uses (Over 100,000 Square Feet).
- c. Multifamily Residential Developments (Over 200 Units).
- d. Mobile or Manufactured Home Developments (Over 200 Lots).
- e. Service Stations.

(2). Driveway Detail 2 (28-foot Width, 25-foot Radius) for:

- a. Commercial and Retail Use Sites (80,000 Square Feet or Less).
- b. Office/Institutional/Cultural Use Complexes (100,000 Square Feet or Less).
- c. Multifamily Residential Developments (200 Units or Fewer).
- d. Mobile or Manufactured Home Developments (200 Lots or Fewer).

(3). Driveway Detail 3 (32-foot Width, 40-foot Radius) for:

- a. Industrial Sites.

(4). Driveway Detail 4 (Optional Design with Island) for:

- a. Private Commercial/Office Street Entrances.
- b. Private Entrances to Multifamily Residential Developments (Over 200 Units).
- c. Private Entrances to Mobile or Manufactured Home Developments (Over 200 Lots).
- d. All driveways and driveway curb cuts on State highways or Gwinnett County roadways shall conform to Georgia Department of Transportation standards or Gwinnett County Standard.

- (c) Driveways on collector or higher-classification roads: Driveways shall be configured to enable vehicles to turn around on-site, eliminating the need to back onto the roadway.
- (d) Maximum Number of Driveways. Developments shall be limited to one driveway access on City maintained roadways. Additional driveways may be permitted subject to the review and approval of the Public Works Department.
- (e) Auxiliary Lanes. Along any Major Thoroughfare, a deceleration lane, acceleration lane, larger turning radius, traffic islands, or other devices or designs may be required to avoid specific traffic hazards which would otherwise be created by the proposed driveway location.
- (f) Corner Sight Distance. All driveways approaching a Minor Collector or Major Thoroughfare shall provide adequate corner sight distance, and shall meet or exceed the following design standards:
 - (1). The sight distance criteria are based on the time required for a vehicle to make a left turn from a stop-controlled approach to the Highway (AASHTO Case B1). The time to execute the maneuver is based on recommendations contained in NCHRP Report 383, Intersection Sight

Distance. The sight distances, for a two-lane road, are the distances traveled at the arterial speed during 7.5 seconds. The time is increased by 0.5 seconds for each additional lane to be crossed.

- (2). The sight distances given in Table 401-41(g) are for undivided highways and streets. If the highway or street is divided, the effect of the median should be considered in determining the required sight distance. Based on the conditions, it may be feasible for the crossing maneuver to be done in two stages with a stop in the median. However, the intersection should only be treated in this manner if the signing and marking is accordingly provided. Otherwise, the sight distance requirements should be increased to account for the additional width that must be crossed. See AASHTO Green Book, Chapter 9 Intersections, for adjustments due to grades greater than 3 percent and design vehicles other than passenger cars.

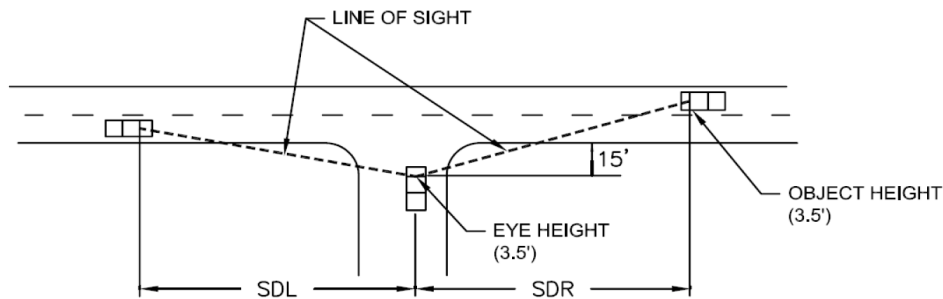


Table 401-41(g). Sight Distance.

<u>SIGHT DISTANCE (FEET)</u>							
<u>SPEED, MPH</u>	<u>2 Lane</u>		<u>3 Lanes</u>		<u>4 Lanes</u>		<u>5 Lanes</u>
	<u>SDL=SDR</u>	<u>SDL</u>	<u>SDR</u>	<u>SDL</u>	<u>SDR</u>	<u>SDL</u>	<u>SDR</u>
<u>25</u>	<u>280</u>	<u>280</u>	<u>295</u>	<u>280</u>	<u>310</u>	<u>295</u>	<u>335</u>
<u>30</u>	<u>335</u>	<u>335</u>	<u>355</u>	<u>335</u>	<u>375</u>	<u>355</u>	<u>400</u>
<u>35</u>	<u>390</u>	<u>390</u>	<u>415</u>	<u>390</u>	<u>440</u>	<u>415</u>	<u>465</u>
<u>40</u>	<u>445</u>	<u>445</u>	<u>475</u>	<u>445</u>	<u>500</u>	<u>475</u>	<u>530</u>
<u>45</u>	<u>500</u>	<u>500</u>	<u>530</u>	<u>500</u>	<u>565</u>	<u>530</u>	<u>600</u>

- (g) Separation and Spacing. All driveways except those serving residential units on individual lots shall meet the following criteria:

- (1). Minimum separation for driveways, public roads, and side streets:

Table 401-41(h). Minimum Separation for Driveways, Public Roads, and Side Streets.

<u>Posted Speed</u>	<u>Minimum</u>
<u>MPH</u>	<u>Driveway Spacing</u>
<u>25</u>	<u>125</u>
<u>30</u>	<u>219</u>
<u>35</u>	<u>244</u>
<u>40</u>	<u>294</u>
<u>45</u>	<u>369</u>

- (2). Driveway Spacing. Spacing shall be measured from centerline to centerline of driveways, public roads, or side streets. Where there is an arterial or major collector intersecting with a side street, the measurement may be taken from the edge of pavement or back of curb, as opposed to the centerline of the arterial/major collector. Greater separation may be required for safe operation of intersections and right or left turning lanes. Whenever possible, proposed driveways along one side of a street shall coincide with existing or proposed driveways on the opposite side of such street. If offset driveways cannot be avoided, the same driveway spacing criteria as given in Table 401-41(h) should be provided. Spacing shall be measured from centerline to centerline. If the Highway involved is a divided facility and the driveways do not align with a median crossover, the driveway spacing would only apply to the adjacent driveway on the same side of the Highway as provided in Table 401-41(h).
- (3). Interior Driveways. The placement of the first interior drive which intersects the driveway from a city -maintained roadway should be as far as possible from the road for safe, more efficient operation. The distance between the roadway traffic and the first internal movement shall be a minimum of 200 feet as referenced in the Georgia Department of Transportation Regulations for Driveway Encroachment Control Manual, Figure 3-1.2. Lots less than 500 deep should maintain, a minimum distance of 100 feet. The distance required should be maintained or increased so as to avoid interference with the mainline traffic flow for large sites with high volumes, heavy truck traffic, and on high volume roadways. If no other design alternatives exist and interior drives are proposed which do not meet minimum spacing, the left turning movement should be restricted with a raised barrier. Site planning should be done such that Interior Driveways accommodate the right of way at least 100 feet of storage.

Sec 401-42. Street Intersections.

- (a) Angle of Intersection. Intersections shall generally be at right angles and shall not be at an angle of less than 85 degrees, unless approved by the Public Works Department, nor less than 80 degrees unless the intersection is signalized, in which case the angle of the intersection may be reduced subject to the review and approval of the Public Works Department.
- (b) Maximum Grade. Street intersections should be designed with a flat grade wherever possible, but in no case should the grade exceed 2 percent in normal situations (or 4 percent in topographical hardship situations on local streets).

(c) Intersection Approaches: Horizontal Alignment.

- (1). New local streets which approach an intersection with a street in a category higher than itself on a horizontal curve having a centerline radius less than 240 feet shall provide a tangent section of roadway at least 30 feet long. Minor Collectors approaching an intersection with a Major Thoroughfare on a horizontal curve having a centerline radius of less than 550 feet shall also provide the 30-foot tangent section. The tangent length shall be measured along the centerline of the street, from the right-of-way line of the intersecting street, extended, to the point of tangency with the centerline of the curve section.
- (2). New Major Thoroughfares shall provide tangent sections at intersections with streets in equal or higher categories as needed to provide adequate stopping distances at their design speeds.

(d) Intersection Approaches: Vertical Alignment.

- (1). For intersections with local or minor collector streets, a leveling of the street at a grade not exceeding 2 percent shall be provided but no level approach distance is required for streets approaching at less than 7 percent, and a minimum 25-foot level approach distance shall be provided for streets approaching at a grade of 7 percent or more.
- (2). As a street approaches an intersection with a major thoroughfare, there shall be a suitable leveling of the street at a grade not exceeding two percent and for a distance not less than the following minimums, as set forth in Table 401-42(d) below:

Table 401-42(d). Approach Distances at Major Intersections.

<u>Approaching Street Category</u>	<u>Minimum Approach Distance</u>
<u>Major Collector</u>	<u>75 Feet</u>
<u>Minor Collector</u>	<u>75 Feet</u>
<u>Local</u>	<u>50 Feet</u>

* Distance of the approach is measured from edge of pavement of the intersecting street to the point of curvature in the approaching street.

(e) Intersection Radii. Intersection radii for roadways measured at back of curb and for the right-of-way lines shall be as set forth in Table 401-42(e) below. For intersecting streets of different classifications, the larger radii shall be provided. In all cases, adequate right-of-way shall be provided to maintain minimum of 11 feet from back-of-curb. Larger radii may be required for streets intersecting at angles less than 90 degrees.

Table 401-42(e). Intersection Radii.

<u>Street Category</u>	<u>Roadway Radii</u>	<u>R/W Radii</u>
<u>Major Collector</u>	<u>40 Feet</u>	<u>20 Feet</u>
<u>Minor Collector-Residential</u>	<u>25 Feet</u>	<u>9 Feet</u>
<u>Minor Collector-Non-residential</u>	<u>40 Feet</u>	<u>20 Feet</u>
<u>Local Residential</u>	<u>20 Feet</u>	<u>9 Feet</u>
<u>Local-Commercial or Office</u>	<u>25 Feet</u>	<u>11 Feet</u>
<u>Local-Industrial</u>	<u>40 Feet</u>	<u>25 Feet</u>

* Intersecting right-of-way lines may be joined by an arc having the minimum radius shown, or by a miter which cuts across the right-of-way lines connecting the points where the required radius would have otherwise been tangent.

(f) Islands. Islands in street intersections shall conform to the design requirements of the Standard Drawings in the Appendix A of the UDO. In no case shall anything in an island extend more than three feet above the street grade within the right-of-way, except traffic regulatory devices and other infrastructure erected or approved by the Public Works Department. No island shall be approved which contains less than 100 square feet.

(g) Intersection Corner Sight Distance.

(1). Intersections shall be designed with adequate corner sight distance for each street which approaches a street in an equal or higher street category (except an intersection of two local streets). Where necessary, backslopes shall be flattened and horizontal or vertical curves lengthened to provide the minimum required sight distance.

(2). The minimum corner sight distance shall meet the standards as shown in Table 401-41(g) Sight Distance.

(3). The sight distance criteria are based on the time required for a vehicle to make a left turn from a stop-controlled approach to the Highway (AASHTO Case B1). The time to execute the maneuver is based on recommendations contained in NCHRP Report 383, Intersection Sight Distance. The sight distances, for a two-lane road, are the distances traveled at the arterial speed during 7.5 seconds. The time is increased by 0.5 seconds for each additional lane to be crossed. The sight distances given in Table 401-41(g) are for undivided highways. If the highway is divided, the effect of the median should be considered in determining the required sight distance. Based on the conditions, it may be feasible for the crossing maneuver to be done in two stages with a stop in the median. However, the intersection should only be treated in this manner if the signing and marking is accordingly provided. Otherwise, the sight distance requirements should be increased to account for the additional width that must be crossed. See AASHTO Green Book, Chapter 9 Intersections, for adjustments due to grades greater than 3 percent and design vehicles other than passenger cars.

(h) Obstructing Visibility at Intersections. In all zoning districts, no fence, wall, structure, shrubbery, or other obstruction to vision between the heights of 3 feet and 15 feet, except utility poles, light or street sign standards or tree trunks shall be permitted within 20 feet of the intersection of the right-of-way lines of streets, roads, highways, or railroads.

(i) Turning Lanes at Intersections. Right turning lanes may be required to meet traffic demands or

safety concerns. When provided, turning lanes shall meet the following criteria:

- (1). Storage length — A minimum of 150 feet of storage length for turning lanes on any arterial roadway shall be used. A minimum of 100 feet of storage length for turning lanes on all collectors shall be used.
- (2). Taper Length — The minimum taper length shall be 50 feet.
- (3). Left turning lanes from arterial roads shall be subject to longer storage lengths and tapers and as determined on a case-by-case basis.

Sec 401-43. Street Design Standards.

(a) Street Grades and Design Speeds.

- (1). Minimum grade for all Local and Minor Collector Streets shall be 1.5 percent. Minimum grades for all major collector and arterial streets shall conform to Georgia Department of Transportation standards and regulations.
- (2). Minimum grade of less than 1.5 percent on a local street may be approved by the Public Works Department, based on adequate engineering designs, where at least 1.5 percent cannot reasonably be achieved due to topographical limitations imposed by the land. In such cases, a Record Drawing, and such computations as necessary shall be provided after construction to establish that the street will drain in accordance with this UDO. Street sections where unacceptable pooling, excessive spread at catch basins, or other hazardous conditions occur shall be reconstructed or otherwise improved to eliminate such conditions.
- (3). Minimum vehicle design speeds and maximum grades allowable in the City of Norcross by street classification shall be as shown in Table 401-43(a). This requirement may be modified by the Mayor and Council in cases of topographical hardship or property configuration.
- (4). Maximum grade on any cul-de-sac turnaround shall be 6 percent.

Table 401-43(a). Minimum Design Speeds and Maximum Grades.

<u>Street Category</u>	<u>Maximum Grade</u>	<u>Design Speed</u>
<u>Major Collector</u>	<u>10%</u>	<u>40 MPH</u>
<u>Minor Collector</u>	<u>10%</u>	<u>30 MPH</u>
<u>Local</u>	<u>15%*</u>	<u>25 MPH</u>

* Grades between 11 percent and 15 percent shall not exceed a length of 150 feet and shall require an "as graded" survey prior to the installation of the curb or utilities. The distance shall be measured as the tangent length between points of curvature.

(b) Vertical Street Alignment.

- (1). All changes in street profile grades having algebraic difference greater than one percent shall be connected by a parabolic curve having a minimum length (L) equal to the product of the algebraic difference between the grades in percent (A) and the design constant (K) assigned to the street according to its category (i.e., $L=KA$).
- (2). Constant (K) values are shown in the Table 401-43(b) for both desirable and minimum acceptable ("hardship") conditions. In all cases, the "desirable" value shall be used, unless it cannot be achieved due to topographic conditions beyond the developer's control. In such hardship situations, the Department may approve a lesser value to the extent required by

the hardship situation, but in no event less than the value shown in Table 401-43(b) as "minimum."

Table 401-43(b). Constant (K) Values for Vertical Curves.

	<u>Crest Curves</u>		<u>Sag Curves</u>	
<u>Street Category</u>	<u>Minimum</u>	<u>Desirable</u>	<u>Minimum</u>	<u>Desirable</u>
<u>Major Collector</u>	<u>44</u>	<u>80</u>	<u>64</u>	<u>70</u>
<u>Minor Collector</u>	<u>19</u>	<u>30</u>	<u>37</u>	<u>37</u>
<u>Local</u>	<u>12</u>	<u>20</u>	<u>26</u>	<u>26</u>

(c) Horizontal Street Alignment.

- (1). All new streets shall adhere to the standards governing horizontal curvature and superelevation as set forth in Table 401-43(c)(1) below:

Table 401-43(c)(1). Horizontal Curves.

<u>Street Category</u>	<u>Minimum Radio (Ft.)</u>	<u>Maximum Superelevation</u>
<u>Major Collector</u>	<u>560</u>	<u>0.04</u>
<u>Minor Collector</u>	<u>300</u>	<u>0.04*</u>
<u>Local</u>	<u>181</u>	<u>0.00</u>

* No superelevation will be allowed on Minor Collectors internal to residential subdivisions

- (2). Superelevation for horizontal curves shall be calculated utilizing the following formula:

R = minimum radius curve

v = vehicle design speed (MPH)

e = rate of superelevation (decimal of a foot rise per foot roadway)

f = side friction factor

Vehicle Design Speed (v) 30 40 50

Side Friction Factor (f) .16 .15 .14

- (3). Widening section along existing streets shall be designed reflecting existing curvature and superelevation, if any, unless the existing street has been included in a specific design by the Gwinnett County Department of Transportation or Georgia Department of Transportation which calls for different standards, in which case the project will be coordinated with the overall design.
- (4). Superelevation runoff. Roadway edge curves shall be provided for tangent runout (bringing edge from a normal crown to centerline elevation) and superelevation runoff (from the end of tangent runout to the point of design superelevation) in accordance with design standards of the Georgia Department of Transportation or other professional engineering standards.
- (5). Tangents and compound curves. Between reverse horizontal curves there shall be not less than the minimum centerline tangents shown in Table 401-43(c)(5) unless otherwise specified by the Georgia Department of Transportation. Compound radii curves are prohibited. At least the "desirable" length shall be provided unless hardship conditions of topography or property configuration will not allow lengths greater than those shown as

"minimum." For compound circular curves, the ratio of the flatter radius to the sharper radius shall not exceed 1.5 to 1.

Table 401-43(c)(5). Tangents.

<u>Street Category</u>	<u>Minimum Tangent Length</u>	<u>Desirable Tangent Length</u>
<u>Major Collector</u>	<u>100</u>	<u>120 Feet</u>
<u>Minor Collector</u>	<u>75</u>	<u>90 Feet</u>
<u>Local</u>	<u>50</u>	<u>60 Feet</u>

Note: Minimum tangents are based on the distance traveled in 1.7 seconds at the design speed for each category of street. Desirable length is based on distance traveled in 2.0 seconds.

(d) Horizontal and Vertical Clearances.

(1). Horizontal clearances.

- a. A shoulder of no less than 11 feet from the back of curb or edge of pavement, appropriately graded and having gentle slopes of not more than 0.5 inch per foot and rounded cross-sectional design shall be maintained along all streets. Beyond the shoulder but within the right-of-way, slopes shall not exceed 1 foot of rise for each 2 feet of horizontal distance on a cut slope, and 1 foot of fall for each 3 feet of horizontal distance on a fill slope.
- b. Along all public streets, a clear zone shall be provided per current AASHTO standards wherein nothing may be located above ground level except traffic/street signs, public utility structures, driveways, and mailboxes.
- c. At selected locations, such as the outside of a sharp curve, a wider clear zone with greater horizontal clearances provided to any roadside obstruction may be required.
- d. The Department of Transportation, in accordance with O.C.G.A. § 32-6-51, is authorized to remove or direct the removal of any sign, signal, device, or other structure erected, placed, or maintained on the right-of-way of a public road which because of its nature, construction, or operation constitutes a danger to or interferes with the vision of drivers of motor vehicles.

(2). Vertical clearances. Vertical clearance at underpasses shall be at least 14.5 feet over the entire roadway width.

Sec 401-44. Street Construction Standards and Specifications.

- (a) Specifications. Unless otherwise specifically set forth herein, all of the materials, methods of construction, and workmanship for the work covered in reference to street construction shall conform to the latest specifications of the Georgia Department of Transportation.

(b) Subgrade Preparation for All Streets.

- (1). Subgrade preparation shall be in accordance with Georgia Department of Transportation specifications.
- (2). Removal of unsuitable material. If any sections of the subgrade are composed of topsoil, organic, or other unsuitable or unstable material, such material shall be removed and replaced with suitable material and then thoroughly compacted as specified for fill or stabilized.

- (3). Compaction. Fill shall be placed in uniform, horizontal layers not more than 8 inch thick (loose measurement). Moisture content shall be adjusted as necessary to compact material to 95 percent of maximum dry density except for the top 12 inches which shall be compacted to 98 percent of maximum dry density.
- (4). Brought to line and grade. After the earthwork has been completed, all storm drainage, water, and sanitary sewer utilities have been installed within the right-of-way as appropriate, and the backfill in all such ditches thoroughly compacted, the subgrade shall be brought to the lines, grades, and typical roadway section shown on the plans.
- (5). Utility trenches to be compacted. All utility crossings within the right-of-way must be installed prior to subgrade approval. All manhole covers must be flush with top of intermediate course if there is a delay in applying the final surface course for new roadway pavement. Manhole covers will be required to be adjusted flush when final surface course is installed. Utility trenches cut in the subgrade shall be backfilled as specified herein. Compaction tests at the rate of 1 per 150 feet of trench shall be provided to verify compaction.
- (6). Roll testing required. The subgrade must pass roll testing prior to placement of the base material. The roll test of the subgrade and base material shall be observed and approved by a Department Development Inspector prior to paving.
- (7). Temporary traffic surface. When the street is to be used for construction traffic before the paving work is completed, a layer of stone (except crusher run) shall be laid as a traffic surface. This material shall not be used as a part of the base material. It may be worked into the subgrade, or it shall be removed before the base course is set up for paving.
- (8). Provisions to drain low points. Provisions shall be made to drain low points in the road construction when the final paving is delayed. A break in the berm section is required when the curbing has not been constructed. Drainage under the curb to side slopes after installation is required, using minimum four-inch diameter pipe sections. Vegetated or stabilized swales should be considered for managing road construction runoff. Swales shall be constructed in accordance with the Georgia Stormwater Management Manual.

(c) Project Access Improvement Standards.

- (1). Sections wider than 4 feet in width. For sections 4 feet or greater in width, the section shall comply with the construction standards for new streets, in accordance with the street's category as shown on the officially adopted -Long Range Road Classification Map. The base course must pass all testing prior to paving. If a delay is expected, then the base must be sealed and retested prior to paving.
- (2). Sections less than 4 feet in width. For sections less than 4 feet in width, a minimum of 8 inches of Graded Aggregate Base shall be provided below the widening section. 6 inches of class "B" concrete shall be poured until 1.5" below the adjacent pavement surface. The final asphaltic surface course of 1.5 inches of 9.5 mm Superpave Type II for local roads and 1.5 inches of 12.5 mm Superpave Type II for collector roads shall be applied flush with the adjacent pavement surface.

(d) New Local and Minor Collector Streets. At the minimum the following standards shall apply to new local and minor collector streets in residential subdivision and non-residential projects.

- a. The base course shall consist of at least 8 inches of graded aggregate base. After being thoroughly compacted and brought to proper section, an intermediate course of 2 inches of 19 mm Superpave shall be applied.
- b. The final asphaltic surface course of 1.5 inches of 9.5 mm Superpave Type II shall be applied.
- c. If a delay in paving is anticipated, then the base course shall be primed the same day it is compacted and cured in accordance to Georgia DOT standards.
- d. Upon the final acceptance of the final surface course, a maintenance bond for a period not to exceed 18 months following the date of approval of Development Conformance shall be required.

(e) New Major Collector. At the minimum the following standards and GDOT specification shall apply to new major collector streets

- a. The base course shall consist of at least 10 inches of graded aggregate base. After being thoroughly compacted and brought to proper section, an intermediate course of 4 inches of 19 mm Superpave shall be applied.
- b. The final asphaltic surface course of 1.5 inches of 9.5mm Type II Superpave (volumes less than 10,000 ADT), OR 1.5 inches of 12.5mm Superpave (volumes greater than 10,000 ADT).
- c. If a delay in paving is anticipated, then the base course shall be primed the same day it is compacted and cured in accordance to Georgia DOT standards.
- d. Upon the final acceptance of the final surface course, a maintenance bond for a period not to exceed 18 months following the date of approval of Development Conformance shall be required.

Sec 401-45. Curbs and Gutters.

- (a) Curb and Gutter Required. All new streets and Project Access Improvements shall be provided with curb and gutter. All gutters shall drain smoothly with no areas of ponding.
- (b) Residential Curbing. Residential curbing shall meet the following requirements:
 - (1). Concrete shall be Class "B" (as defined by Georgia Department of Transportation) and have a minimum strength of 3,000 PSI at 28 days.
 - (2). Typical minimum section shall be 6" × 24" × 12".
 - (3). Vertical curbing only. Rollback curbing may be specified in townhouse on the garage side the townhouse street,
- (c) Industrial or Commercial Curbing. Industrial or commercial curbing shall meet the following requirements:
 - (1). Concrete shall be Class "B" (as defined by Georgia Department of Transportation) and have a minimum strength of 3,000 PSI at 28 days.
 - (2). Typical minimum section shall be 8" × 24" × 14".
 - (3). Vertical curbing only.
- (d) Collector Curbing. Collector curbing shall meet the following requirements:

(1). Concrete shall be Class "B" (as defined by Georgia Department of Transportation) and have a minimum strength of 3,000 PSI at 28 days.

(2). Typical minimum section shall be 8" x 30" x 14".

(3). Vertical curbing only.

(e) Construction Methods.

(1). Curb and gutter shall be set true to line and grade, be field staked, and finished to the section shown on the plans.

(2). Line and grade shall be field staked for grades less than two percent and grades over 10 percent, and within 100 feet in both directions from all low points.

(3). One-half inch expansion joints or pre-molded bituminous expansion joint material shall be provided at all structures and radius points and at intervals not to exceed 250 feet in the remainder of the curb and gutter.

(4). Inferior workmanship or unprofessional construction methods resulting in unacceptable curb and gutter will be cause for rejection of the finished work.

(5). Disturbed areas along all curbing shall be backfilled, stabilized, and grassed.

Sec 401-46. Sidewalk Requirements.

(a) Sidewalks. Sidewalks and curb ramps shall be constructed in all new development or redevelopment along all abutting or internal streets, existing or new, private, or public. Whenever a discrepancy occurs between the design and construction standards of this UDO and any state or federal regulation, then the most restrictive shall apply.

(b) Sidewalk and curb ramp installation and timing. Sidewalks and curb ramps shall be installed as follows:

(1). Developers shall connect proposed sidewalks on developed property to the adjacent property's sidewalks.

(2). Residential subdivision projects. Sidewalks and curb ramps, where required, shall be installed on new internal streets (both sides including "eyebrow" turnarounds and cul-de-sacs) and on abutting external streets (abutting side).

(3). Residential subdivision developer's responsibility. Developers shall install sidewalks and curb ramps on abutting external streets, "passive" recreation areas, common area and open space prior to the approval of the Final Plat. Sidewalks on "active" recreation area lots shall be installed prior to issuance of a Certificate of Occupancy.

(4). Homebuilder responsibility. Homebuilders shall install sidewalks, and curb ramps not required to be installed by developers, on residential lots prior to release of the Certificate of Occupancy for a home.

(5). Non-residential and non-subdivision projects. Sidewalks shall be installed on new internal streets (both sides including cul-de-sac and "eyebrow" turnarounds) and on abutting external streets (abutting side) by the lot owner or developer prior to the issuance of a Certificate of Occupancy.

(6). Performance surety. Performance surety for sidewalks and ramps not yet installed must be approved by the Public Works Director. The surety shall be in an amount acceptable to the City.

(7). Escrow alternative. The cost of sidewalk installation may be set aside in escrow with the Public Works Department if proposed road improvements by the City may impact the location of a sidewalk or if the sidewalk cannot be constructed due to topographic or utility constraints. Costs shall be set by the City and are subject to include construction, acquisition, and engineering costs for sidewalk projects within the City.

(c) Sidewalk design and construction standards. Sidewalks shall be constructed in accordance with the requirements of this section. The Public Works Director is authorized to grant Modifications upon specific application due to topographic or drainage difficulty

(1). Width. Sidewalks shall be at least 5 feet wide on new internal subdivision streets and on abutting external streets.

(2). Setback. Sidewalks shall be located at least 2 feet from the back of curb. The area between the curb and the sidewalk shall consist of grass or landscaping and shall be consistent with the requirements of this UDO. Where no curb exists, or if road improvements are proposed for installation by the City, sidewalks, including appropriate storm-water infrastructure, shall be constructed in a location acceptable to the City.

(3). Cross slope. Sidewalks shall be constructed with a cross slope of 0.25 inch per foot. Sidewalks shall maintain this cross slope at driveway crossings or transition the sidewalk to a driveway with ramps and detectable warnings.

(4). Material. Class "B" concrete (as defined by Georgia Department of Transportation) with a minimum strength of 3,000 PSI at 28 days.

(5). Final stabilization. Disturbed areas resulting from sidewalk construction shall be backfilled, stabilized, and grassed or landscaped.

(6). Georgia Department of Transportation or Gwinnett County controlled roads. Sidewalks located in the right-of-way of roads under the jurisdiction of the Georgia Department of Transportation shall be constructed in accordance with Georgia Department of Transportation or Gwinnett County design and construction standards.

(7). Sidewalk curb ramp design and construction standards. Intersection radius curb ramps shall be provided at street intersections. Straight ramps may be provided at intersections of curbed driveways and at streets without sidewalks. Curb ramps shall meet the requirements of the Americans with Disabilities Act.

(8). Damage repair. Damage to roads, sidewalks, curbs, and ramps caused by construction or development activity shall be repaired at no cost to the City within 30 days or prior to issuance of a Certificate of Occupancy, whichever is earlier.

Sec 401-47. Traffic Control Devices.

(a) Traffic Control Signs. Street signs, traffic control signs, and devices such as striping and signalization, shall be provided through payment of fees to the Public Works Department for the installation thereof.

(b) Street Name Signs. Public street name signs shall have a green background with white legends mounted on channelized posts. Private street name signs shall have a blue

background with white legends mounted on channelized posts. Alternate post material is required in the City's Historic Districts. Alternate post material shall be subject to the review and approval of the Public Works Department. The posts and signs will be furnished and installed by the city at all street intersections. The developer (or homeowners association in the event an alternate signpost is chosen at a later date) shall pay the City costs.

(c) Traffic Signals and Signs. All traffic signals and signs shall conform to the Manual on Uniform Traffic Control Devices (no decorative traffic control devices will be allowed).

(d) Striping Requirements. All newly constructed streets having four or more lanes (including auxiliary lanes) and existing streets being widened with one or more additional lanes shall be striped or the payment of said striping costs shall be required from the Developer by the Public Works Department prior to the Approval of Development Conformance for the project. Striping shall be accomplished with paint meeting Georgia Department of Transportation standards conforming to the Manual on Uniform Traffic Control Devices.

(e) Payment of Fees. Payment for materials and installation of street name and traffic control signs in new developments shall be required by the Public Works Department prior to the approval of the Final Plat for new subdivision streets and the Approval of the Development Conformance for all other developments.

Sec 401-48. Traffic Calming Devices.

(a) Subdivision streets shall be designed in accordance with the City of Norcross Traffic Calming Guide.

(b) The traffic-calming plan is subject to review and approval by the Public Works Department. The Public Works Director may grant modifications.

Sec 401-49. Private Streets and Alleys.

(a) Private Streets and Alleys Permitted.

- (1). Application for approval of private street and/or alleys shall be considered by the City Council during the rezoning or special use permit process, if necessary. Otherwise, the City Council shall take up the use of private streets and alleys during the preliminary plat process and before a land disturbance permit is issued. Notwithstanding other provisions of the UDO, the City Council may impose conditions on the approval of private streets and alleys to ensure the health, safety, and welfare of the general public and to mitigate potential problems with private streets.
- (2). Alleys intended to serve as private access routes in the rear of buildings shall be permitted, constructed, and maintained as private driveways, and in substantial conformance with the UDO Design Guidelines. Application for approval of such private alleys shall be considered by the Mayor and Council in the same method as approval of private streets in Sec 401-49(a)(1).

(b) General Provisions.

- (1). It shall be unlawful for any person, firm, or corporation to construct a new private street or alley, or alter an existing private street or alley, or to cause the same to be done without first obtaining a development permit, for such construction or alteration, from the Department.
 - a. All private streets shall be constructed to the roadway construction standards for public streets as required by the UDO and contained herein. All alleys shall be designed and constructed as private driveways as required by the UDO. No permit for a private street or alley shall be issued unless the proposed roadway improvements are in conformity with the standards and requirements for public streets and the applicable provisions of the UDO.
 - b. For setback purposes, front setbacks shall be measured as if the streets were public streets, or as approved by individual variances. Rear setbacks of lots adjacent to alleys shall be a minimum of 5 feet measured from the rear property line of such lot.
 - c. The subdivider/developer shall comply with the Department of Fire and Emergency Services general order for security gate access if a gated development is proposed.
 - d. All provisions of the UDO regarding roadways, water lines, sewer lines, stormwater facilities and their appurtenance, including the design, submittal of plans, required improvements, etc., shall apply to all developments with private streets or alleys approved pursuant to this section.
 - e. The subdivider/developer shall comply with the standards and requirements of the Gwinnett County's Department of Water Resources for the installation of water and sanitary sewer mains within private developments/subdivisions.
 - f. The subdivider/developer shall establish a mandatory property owners association, with bylaws and/or covenants which shall include the following:
 1. Mandatory membership of all purchasers of lots therein and their successors
 2. Responsibility for maintenance, insurance, and taxes

3. Equitable sharing of the cost of maintenance

4. Authority to place liens on the real property of members who fail to pay their dues or assessments

7. No Final Plat or development permit involving any private street shall be approved unless said Final Plat or development permit conforms to the requirements of this section.

(c) Street Names and Address Assignments for Private Streets.

(1). Proposed names for private streets shall follow the same rules as for public streets.

a. The subdivider of land involving a private street shall install street signs with the street name and designation "private," as approved by the Public Works Department.

b. Address assignments will be in accordance with this UDO.

(d) Easements for Private Streets or Alleys.

(1). Easements for private streets and/or shall be designated on Preliminary and Final Plats as general purpose public access and utility easements, along with the name of said street. Said easement shall at minimum be of the same width as that required for the right-of-way of a public street as shown on the Long Range Road Classification Map for the type of public street (local, collector, etc.) most closely resembling the proposed private street.

(2). In cases where alleys are intended to serve as private service or access route, either with or without utility easement, for more than two properties, then the alleys shall have a minimum easement width of 20 feet and shall be designated on Final Plats as private access and utility easement, as applicable, and on its own discrete parcel to be dedicated to a private property association.

a. Easements for private streets and alleys shall not be included in any calculation of minimum lot size as established by this UDO.

b. In the cases of private streets where roadway improvements are not required (i.e., exemption plat, minor subdivision), the general purpose public access and utility easement for the private street shall be shown in a manner on the plat such that each lot fronting the private street extends to the centerline of the private street. No lot shall be permitted to be divided by the general purpose public access and utility easement required and established for a private street.

c. In the cases of private streets where roadway improvements are required, the general purpose public access and utility easement for a private street shall be drawn as its own discrete parcel to be dedicated to a private homeowners association (i.e., not shown to be a part of any lot).

(e) Maintenance.

(1). City of Norcross shall not maintain, repair, resurface, rebuild, or otherwise improve streets, signs, drainage improvements, or any other appurtenances within general purpose public access and utility easements established for private streets or alleys.

a. Gwinnett County assumes full responsibility for the repair and maintenance of the water and/or sanitary sewer mains and appurtenances, and any areas disturbed by

repair or maintenance efforts will be restored to as near to its original condition as is feasible. Permanent repairs to the streets and/or alleys shall be made by the homeowners associations or other entity having maintenance responsibility for the development. Driveways and sidewalks will be repaved, sodded or landscape areas will be graded, smoothed, reseeded or resodded where appropriate. Maintenance responsibility by Gwinnett County for individual sanitary sewer stubs shall extend to the end of the standard six-inch stub, and to the water meter for individual water lines.

b. A private maintenance covenant recorded with the Clerk of the Gwinnett County Superior Court shall be required for any private street, alley and other improvements within general purpose public access and utility easements established for private streets and alleys. The covenant shall set out the distribution of expenses, remedies for non-compliance with the terms of the agreement, rights to the use of easements, and other pertinent considerations. The covenant shall specifically include the following terms:

1. The covenant shall establish minimum annual assessments in an amount adequate to defray costs of ordinary maintenance and procedures for approval of additional needed assessments. The covenant shall also specify that the funds from such assessments will be held by a homeowners or property owners association in cases of a subdivision fronting on a private street or containing a private alley.
2. The covenant shall specify that the property owners association shall be responsible for the maintenance and repair of the stormwater drainage system and all common areas within the development.
3. The covenant shall include a periodic maintenance schedule.
4. The covenant for maintenance shall be enforceable by any property owner served by the private street or alley.
5. The covenant shall establish a formula for assessing maintenance and repair costs equitably to property owners served by the private street or alley.
6. The covenant shall run with the land.

c. The City Council may, at its discretion, as a condition of approving private streets, require a performance bond and/or maintenance bond be submitted by the subdivider and held by a homeowners or property owners association, or the Council may require that the subdivider pay an amount of money as recommended by the Public Works Director into an escrow account or other suitable account for the construction, maintenance and repair of private streets and stormwater management improvements, to be drawn from by the homeowners or property owners association as the need may arise.

(f) Specifications for Final Plats Involving Private Streets. No Final Plat involving a private street shall be approved by the Community Development Department for recording unless and until Mayor and Council have approved the use of private streets and it shall contain the following on the face of the plat:

- (1). Deed book and page reference to the recorded covenant required in Section 401-49(e) Maintenance, as listed above.

a. "City of Norcross has no responsibility to build, improve, maintain, or otherwise service the private streets, drainage improvements, and other appurtenances contained within the general public purpose access and utility easement or easements for private streets shown on this plat."

b. "Grant of Easement. The general purpose public access and utility easement(s) shown on this plat for private street(s) is hereby granted and said grant of rights shall be liberally construed to provide all necessary authority to the City, and to public or private utility companies serving the subdivision, for the installation and maintenance of utilities, including, but not limited to electric lines, gas lines, telephone lines, water lines, sewer lines, cable television lines, and fiber optic cables, together with the right to trim interfering trees and brush, together with a perpetual right of ingress and egress for installation, maintenance, and replacement of such lines."

Signature of Property Owner Date "

c. "Certificate of Dedication." All water and sewer lines installed within the general purpose public access and utility easement(s) shown on this plat for private street(s) are hereby dedicated to Gwinnett County."

(g) Requirement for Purchaser's Acknowledgement of Responsibilities for Private Street and/or Alley.

(1). Prior to the sale or as a condition of the closing of a real estate transaction involving any lot served by a private street or alley in the City, the purchaser of said lot shall execute a notarized Purchaser's Acknowledgement of Private Street and/or Alley Construction and Drainage Maintenance Responsibilities set forth below. A copy of the purchaser's acknowledgement shall be retained by the subdivider or seller and shall be required to be submitted as a condition of a Building Permit for a principal building on said lot:

"Purchaser's Acknowledgement of Private Street and/or Alley and Drainage Maintenance Responsibility."

(I) (We) have read the Declaration of Covenant which pertains to the lot that is the subject of this real estate transaction (insert address or attach legal description). (I) (We) understand that the Declaration of Covenant applies to the lot that (I am) (we are) purchasing and requires (me) (us) to provide a specified percentage or amount of the financing for the construction and maintenance of any private street (and/or alleys) and drainage facilities serving the lot which (I am) (we are) purchasing, and that owners of other lots in this plat may sue and recover for those costs which this covenant requires (me) (us) to pay, plus their damages resulting from (my) (our) refusal to contribute, plus reasonable attorney's fees. (I) (we) further understand that the City has no obligation to assist with the maintenance and improvement of the private street or alley, drainage facilities, and other appurtenances within the general purpose public access and utility easement for the private road serving the lot in question. (I) (we) understand that a copy of this purchaser's acknowledgement shall be required as a condition of the issuance of a building permit for a principal building on the lot (I am) (we are) purchasing.

<u> </u> Purchaser	<u> </u> Date	<u> </u> Purchaser	<u> </u> Date
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Division 7. Development Conformance, Sureties, and Maintenance

Sec 401-50. Development Conformance, Sureties and Maintenance, in General.

(a) Prerequisite to Final Plat, Certificate of Completion, or Certificate of Occupancy. The submittal and acceptance of a Certificate of Development Conformance shall be a prerequisite to the approval of a Final Plat or issuance of a Certificate of Occupancy or Certificate of Completion for any project, or portion thereof, included in a Land Disturbance Permit, except for single-family and two-family structures. The approval shall reflect the certification by the owner, being the subdivider or developer, that all site work and construction has been accomplished according to the terms of the approved plans and permits, and that all improvements intended for maintenance, supervision and/or dedication to the public are in compliance with appropriate standards, regulations, codes, and ordinances. Such approval shall be revoked in cases of fraud or whenever unauthorized changes are made to the site without the benefit of required permits.

(b) Submission Requirements. Upon completion of the project as authorized for construction by the land disturbance permit, the subdivider/developer, shall file the following items with the City Engineer:

- (1). A Certificate of Development Conformance in a form as required by the City Engineer, accompanied by an executed Development Performance and Maintenance Agreement and related surety bonds, or other surety forms, as appropriate and acceptable to the Director.**
- (2). Record drawings of all stormwater management facilities.**
- (3). Modifications to the limits of the 100-year floodplain (if any).**
- (4). An "as-built" hydrology study for the project with the actual parameters from the record drawing of the stormwater management facilities.**
- (5). A record drawing of the sanitary sewer facilities shall also be prepared and submitted to Gwinnett County for review and approval. If the owner is a corporation or LLC, the documents shall be executed by the President, or Vice-President, or LLC Manager/Member as appropriate and be affixed by a corporate seal, and either the corporate secretary shall attest to the signature and affix the corporate seal, or a Certificate of Corporate Resolution shall also be submitted.**

(c) Certificate of Development Conformance Approval Process.

- (1). Following final inspection and approval of all record drawings, the City Engineer shall require an executed Certificate of Development Conformance from the subdivider/developer.**
- (2). Final approval by the City Engineer shall not be shown on the Certificate of Development Conformance until all requirements of these and other applicable regulations have been met.**
- (3). Once the City Engineer has approved the Certificate of Development Conformance and after all maintenance and performance bonds are released, the Community Development**

Director or designee shall certify by signature on the original of the Certificate of Development Conformance that all of the requirements of this UDO and the conditions of zoning approval have been met, and that all other affected departments have approved the development or Final Plat.

- (4). For developments with private streets, all required improvements and installations must be completed in accordance to the applicable rules and regulations of the City of Norcross.

(d) Project Closeout and Continuing Maintenance.

- (1). Development Performance and Maintenance Agreement. Based on the approved Certificate of Development Conformance, the owner shall file a Development Performance and Maintenance Agreement with the Department, along with any required Certificate of Corporate Resolution and performance or maintenance surety, as a prerequisite to the approval of a Final Plat or issuance of a Certificate of Occupancy for any part of a project included in the development permit, except for single-family and two-family residential structures. The Development Performance and Maintenance Agreement shall be in a form as required by the City Engineer, and shall include the following:

- a. Maintenance surety shall be filed to warrant to the City that all newly completed street improvements including but not limited to street pavement, curbing, sidewalks, water and sewer lines, appurtenances, stormwater facilities, wall(s), berms, and required landscaping within the right-of-way shall be maintained in compliance with the standards and rules and regulations of the City of Norcross. Such surety shall:
- b. Be conditioned upon the faithful maintenance by the principal, being the subdivider, owner or developer of the public streets and drainage facilities within public streets or easements, in compliance with this UDO and all other applicable rules and regulations within a specified time, not less than 18 months;
- c. Be payable to, and for the indemnification of the City;
- d. Be an amount equal to 50 percent of the cost of construction of the work required, as calculated based on yearly contract prices or City contracts, where applicable;
- e. Be with a surety company entered and licensed to do business in the State of Georgia; and
- f. Be in a form acceptable to the City Engineer or to the City Attorney.

- (2). A Performance surety shall be filed to warrant to the City that all improvements and installations required for the Land Disturbance Permit or Final Plat approval, but not yet completed, shall:

- a. Be conditioned upon the faithful performance by the principal, being the subdivider, owner or developer of all work required to complete all improvements and installation for the development, or approved portion thereof, in compliance with this UDO and all other rules and regulations within a specified time, not to exceed 12 months, unless an extension for additional time is granted;
- b. Be payable to, and for the indemnification of, the City;

- c. Be in an amount equal to the cost of construction of the work required plus an additional 50 percent of said costs, as calculated based on the yearly contract prices or City contracts, where available;
 - d. Be with surety by a company entered and licensed to do business in the State of Georgia; and,
 - e. Be in a form acceptable to the City Engineer or the City Attorney.
- (3). Continuing Maintenance. The surety principal, being the subdivider, owner, or developer, shall be responsible for maintaining the public streets and drainage facilities within public rights-of-way or easements for the surety period after the date of approval of the Certificate of Development Conformance. Repairs shall be made for any deficiencies identified within the surety period or the bonds shall be called to complete same.
- (4). Indemnification. Indemnification of the City against any and all liability for damages arising as a result of errors or omissions in the design or construction of the development for a period of ten years. If liability is subsequently assigned or transferred to a successor in title or other person, a copy of such legal instrument shall be filed with the Clerk to Superior Court.
- (5). Transfer of Land Ownership during the Maintenance and/or Performance Agreement Time Period. No person, firm, partnership, association, corporation, estate, trust, developer, subdivider or any other owner or agent shall transfer title of any property by reference to, exhibition of, or any other use of any map or plat illustrating the subdivision of land of which there are active maintenance or performance bonds without first providing to the City of Norcross, as beneficiary, a newly executed Development Performance and Maintenance Agreement from the new owner or developer. All required performance or maintenance sureties acceptable to the City of Norcross shall accompany the new Agreement as deemed necessary.
- (e)Maintenance and Performance Surety.
- (1). The maintenance surety and the performance surety, required from the subdivider, owner/developer or the contractor employed by the owner/developer, may be in the form of cash deposited with the City, or a surety bond, or letter of credit from a bank or other financial institution in a form acceptable to the City Engineer or City Attorney.
- a. The surety bond shall be issued by a surety company authorized by law to do business in the State of Georgia pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance.
 - b. The letter of credit shall be an irrevocable letter of credit issued by a bank or savings and loan association, as defined in O.C.G.A Code Section 7-1-4.
 - c. The cash escrow shall be in the form of cashier's check issued to the City of Norcross by a bank or savings and loan, as defined in O.C.G.A Code Section 7-1-4
- (2). The performance surety and maintenance surety shall, in all cases, be provided in an amount as required in Section 401-50 (Gwinnett referenced a section of code that I couldn't find in their UDO) as applicable. All cost estimates which form the basis of the bond value shall be as prepared by or acceptable to the City Engineer.

(3). The Maintenance Bond period shall not be less than 18 months from the date of approval of the Certificate of Development Conformance for the installation of the public streets and drainage facilities improvements within the right-of-way unless an extension for an additional 12 months is requested by the subdivider or developer and granted by the City Engineer. The Performance Bond period of application shall not exceed 12 months unless an extension of an additional 12 calendar months has been requested by the subdivider or developer and granted by the City Engineer.

(4). If a period of 18 months elapses from the commencement of the maintenance period for any subdivision and defects, noncompliance, or violations still exist to the extent that the subdivision has not been accepted by the City, the City is authorized to withhold issuance of any and all permits or to refuse inspections to any subdivider/person on the project in dispute or any other project in which the subdivider/person may have a financial interest, or both, who violates or fails to comply with this UDO.

(f)Maintenance Agreement for Water and Sanitary Sewer Installation. An Owner and Developer Agreement required from the subdivider, owner/developer or the contractor employed by the owner/developer, for sanitary sewer installation and water main installation is required by the Gwinnett County Department of Water Resources. The Owner and/or developer agree that they or their contractor will maintain the installation for a period of one year from the date of final approval by correcting all defects or deficiencies in material and workmanship. The Owner and/or Developer further agree that the warranty period shall be extended an additional four years when the defects are a direct result of the installation of non-specified materials or the application of non-specified construction practices or methods.

Sec 401-51. Warranty, Surety and Maintenance for Trees and Landscape Materials.

(a) Upon final installation of new trees, shrubs or other landscape material planted to meet the requirements of this UDO, and following acceptance by the City Arborist in accordance with the procedures set forth herein, the owner shall either provide proof of warranty or post a Maintenance Bond or other acceptable surety, warranting the new trees, shrubs, or landscape material for a period of no less than one year. This section shall not apply to individual residential lot trees or street trees.

(b)Inspection.

(1). The City Arborist shall perform an inspection of the plantings and landscape materials required by this UDO prior to expiration of the one-year warranty or maintenance period. The owner shall be notified of any replacements or restoration that must be made to maintain compliance with this UDO.

(2). Required landscape material found to be dead or near death shall be replaced prior to release by the City Arborist of the warranty or maintenance surety. In no case shall replacement be delayed greater than 30 days from notification unless a performance bond is posted with the City.

(c)Performance Surety.

(1). Compliance Prior to Certificate of Occupancy or Final Plat Approval. In the event that new trees proposed to be planted to achieve the Tree Density Standard as set forth in the Tree

Regulations contained herein Section 205, or other trees or landscape material required to be planted as set forth in this Chapter, are not installed upon application for a Certificate of Occupancy or Final Plat approval as appropriate to the project, then a Performance Bond or other acceptable surety shall be posted with the City in accordance with the performance bonding requirements and provisions of this UDO.

(d) Compliance upon Permit Completion or Expiration. Properties where a permit is issued to conduct land-disturbing activities that do not require the issuance of a Certificate of Occupancy or the approval of a Final Plat, or said activities as authorized are completed or the permit expires, shall comply with the Tree Density Standard of Section 205, and as follows:

(1). Clearing, Clearing and Grubbing, or Grading Only Permits

a. Replacement trees proposed to be planted to achieve the Tree Density Standard of Section 205 which are not planted upon completion or prior to expiration of a clearing, clearing, and grubbing, or grading permit, shall be planted within 30 days of the completion or expiration of said permit unless a performance bond is posted with the Department.

(2). Development Permits

a. Replacement trees proposed to be planted to achieve the Tree Density Standard of Section 205 which are not planted upon expiration, as opposed to completion, of a development permit shall be planted within 30 days of expiration of said permit unless a performance bond is posted with the Department.

Division 8. Inspections

Section 401-53. Initiation of Development Activities.

(a) Initial Activities Required.

- (1). Following the issuance of any permit authorizing clearing, grubbing, grading or development of a site, a preconstruction conference shall be mandatory for all phases of construction and conducted before erosion and sediment control installation or any land disturbance takes place. Utility construction permits and retaining wall permits shall be issued prior to scheduling a pre-construction conference.
- (2). The development and ES&PC inspectors shall be contacted no less than 2 business days prior to scheduled start of construction to schedule the mandatory pre-construction conference. Attendees to include owner's representative, engineer, site work contractors, and utility contractors.
- (3). Site development related activities prior to this required pre-construction conference shall be a violation of the permitted scope of work. A Notice of Violation and a Stop Work Order may be issued on site and all work must stop until the pre-construction conference has been completed and all work prior to the pre-construction conference inspected for compliance with the rules, appropriate standards, regulations, codes, and ordinances, then, if warranted corrections to illegal work completed before the work associated with the approved permit can proceed.

(b)Erosion and Sediment Control Measures. Required preliminary erosion and sediment control measures must be installed in the field per the developer's authorized plans and inspected by the ES&PC inspector prior to actual grading or removal of vegetation. All erosion and sediment control measures shall be in place per State and City regulations as soon as or in conjunction with the commencement of activities and in continual coordination with the progress of the project and as per the authorized Erosion, Sedimentation and Pollution Control Plan.

- (1). Preliminary erosion and sedimentation control measures must be installed and operational prior to major grading operations.
- (2). Buffer areas required to be undisturbed per this UDO, conditions of zoning approval, per the Metropolitan River Protection Act, or any other applicable ordinance, or regulation shall be designated by approved protective tree fencing and shall be inspected by the ES&PC inspector prior to the commencement of any clearing, grubbing, grading, or development activities.

(c)Tree Protection Areas. Prior to the initiation of land-disturbing activities and throughout the clearing, grubbing and grading process the following must be accomplished for a designated tree protection area in accordance with any approved Buffer and Landscape Plan or Tree Protection Plan for the property, as set forth in this UDO:

- (1). For trees which are not to be disturbed or removed, required protective fencing, and tree protection area signage shall be established and maintained in place. These barriers must be maintained throughout the land disturbance process and shall not be removed until the final landscaping phase has begun.
- (2). The tree protection areas shall not be encroached for any reason or be used for storage of earth and other materials resulting from or used during the development process.
- (3). Construction site activities such as parking, materials storage, concrete washout, burning, etc., shall be arranged to prevent disturbance or damage within or to the tree protection areas.

(c)Stabilization for Erosion Control. If for any reason a lapse of 14 days occurs after initial land clearing, grubbing, and grading, or development activities have commenced, the developer and/or builder shall be responsible for re-establishing temporary vegetation cover of the site. If the lapse in construction activity extends beyond 30 days, permanent vegetative measures are required by Manual for Erosion and Sediment Control in Georgia and under the direction of the ES&PC inspector.

Section 401-54. Development Inspections.

(a)Development Inspections. The developer or contractor shall request all inspections at least 2 business days prior to commencement of any development or construction activity for each of the phases below as authorized by any permit for site work or development. Inspections shall be made by the development inspector and passed prior to authorization for continuation of further activity or proceeding into new phases. Newly installed underground infrastructure including but not limited to; stormwater pipes and water and sewer lines must be installed per design standards and inspected prior to cover up of any portion.

The following items refer to construction activities that require approval before the next phase of construction occurs:

- (1). Development of the site. Clearing, grubbing, grading or development of the site or any portion included under the permit.

- (2). Grading. Installation of slope and grade stakes, erosion controls and detention facilities.
- (3). Road Construction. The grading of areas for placement of the new roadway(s) shall be staked by the proper responsible parties as per the authorized plan.
- (4). Installation of storm drainage pipe, detention, or other storm water facilities. Installation of storm drainage pipe, detention, or other stormwater management facilities require a pre-construction conference before commencement.
- (5). Installation of sanitary sewer and appurtenances and/or water main extensions and appurtenances. Notification shall be made by the authorized utility contractor after obtaining a utility construction permit from Gwinnett County.
- (6). Curbing of roadways. Inspection shall be requested before the forms have been set (if used). Roadway width will be spot checked by string line between curb stakes. The developer or representative must be present for all "string line" related field inspections.
- (7). Sub-base or subgrade of streets. After compaction, the subgrade shall be string-lined for depth and crown. The subgrade shall pass a roll test with no defects, to the satisfaction of the development inspector.
- (8). Street base. The base will be string-lined for depth and crown and shall pass a roll test with no movement to the satisfaction of the development inspector.
- (9). Paving. A development inspector. shall be on site during the paving process to check consistency, depth, and workmanship, as applicable. For asphalt paving, the temperature of the material will be spot-checked, and evidence provided of quantity, thickness, and mix of installation.
- (10). Water Line. Shall install curb and gutter prior to installing the water lines.

(b)Responsibility for Quality and Design. The completion of inspections by the City of Norcross officials or employees and authorization for work continuation shall not transfer responsibility for the quality of the work performed or materials used from the contractor or developer, nor imply or transfer acceptance of responsibility for project design or engineering from the professional corporation or individual under whose hand or supervision the plans were prepared.

Division 9. Development Design Standards

Section 401-55. Incorporation of Standard Drawings.

(a) Department to Maintain Standard Drawings on File. The Public Works Department shall maintain on file for consultation and distribution a set of Standard Drawings, which may be updated administratively from time to time, illustrating details of construction and design of streets, stormwater management facilities, site improvements and other elements related to the development of land in accordance with this UDO and under the jurisdiction of the Public Works Department.

(b) Standard Drawings to Illustrate Standards. The Standard Drawings shall illustrate minimum acceptable standards for land development activities authorized under this UDO but shall not supersede more restrictive prudent design requirements or good engineering practices as applied to specific situations on a case-by-case basis.

(c) Standard Drawings Incorporated as Part of the Unified Development Ordinance. The Standard Drawings shall be treated as though a part of this UDO for application to the minimum standards for design and construction of improvements required herein and subject to the modification and waiver provisions of this UDO.

Section 401-56. Incorporation of the Norcross Parks, Greenspaces and Trails Master Plan.

(a) All developments shall be reviewed for conformance with the guidelines and policies of the Norcross Parks, Greenspaces and Trails Master Plan.

Section 401-57. Design of Lots.

(a) Building Setback Conformity. Building setback lines shall conform to the minimum setback requirements of Chapter 200 of this UDO except where a greater distance is required by another jurisdiction.

(b) Lots.

(1). Lots to conform to the Chapter 200 of this UDO. Lots shall conform to requirements of this UDO. No lot shall be created that is of a lesser dimension than that required to meet the standards established in Chapter 200 of this UDO, unless a variance is granted. However, this provision shall not apply when a conforming lot is made non-conforming as a result of public acquisition.

(2). Subdivisions shall be designed to minimize direct lot access to major thoroughfares.

a. Double frontage and reverse frontage lots shall be required for subdivisions along major thoroughfares where internal access can be provided. A no-access easement of at least ten feet in width, across which there shall be no right of access, shall be provided along the line of lots abutting such a traffic artery. When located along a major thoroughfare, the no-access easement shall be planted and/or screened as required by Chapter 200 of this UDO, when the backs of homes are oriented toward the street.

b. No-access easement planting or other screening treatments which are required by the UDO, or as a condition of zoning, shall be installed by the developer at no cost to the City of Norcross.

- (3). Flag lots prohibited. No plat shall be approved on which is shown a flag lot, as defined in this UDO.
- (4). Side Lot Lines. Side lot lines generally should be at right angles (90 degrees) to straight street lines or radial to curved street lines as much as practical. Side lot lines should be radial to the radius points of all cul-de-sacs. Variations of more than 10 degrees shall require modification approval from the Community Development Department and shall be approved when appropriate to the reasonable design pattern of the subdivision and efficient use of the land relative to topographic conditions.
- (5). The City Engineer may require notation that a House Location Plan (HLP) is required to be approved prior to issuance of a Building Permit on certain lots when particular care in locating the house or other improvements will be necessary. Such lots include, but are not limited to:
- a. A lot which presents particular or unusual difficulties for a builder to meet minimum required building setbacks;
 - b. A lot upon which is located an easement of unusual configuration;
 - c. A lot containing floodplain;
 - d. A lot upon which is located all or a part of a stormwater management facility;
 - e. A lot upon which is located a buffer which was required by Chapter 200 of this UDO or as a condition of zoning approval;
 - f. All duplex lots; and
 - g. All lots within, or partially within, the Chattahoochee River Corridor, or containing a River Corridor Tributary Buffer Zone.
- (6). The City Engineer may require notation that a Residential Drainage Plan (RDP) is required to be approved prior to issuance of a Building Permit on certain lots where additional (site specific) engineering will be necessary to properly grade the lot or locate the building or other improvements. Such lots include, but are not limited to:
- a. A lot containing floodplain where fill or other encroachment into the floodplain is planned or reasonably expected;
 - b. A lot containing severe topographic features intersecting the building site;
 - c. A lot containing a drainage easement with a pipe discharge or other facilities, or flow characteristics which may adversely affect the location of a building or other site improvement.
- (7). The City Engineer may require notation that a Residential Drainage Study (RDS) is required to be approved prior to issuance of a Building Permit on certain lots where particular attention to site grading will be necessary, but formal engineering is not needed. Such an RDS is conducted in the field where the effect of the site grading must be accomplished with adequate care so as not to create a drainage problem on neighboring property.

Section 401-58. Exceptions to Design of Lots.

(a) Signage and Landscape Features. The creation of an unbuildable lot in a proposed subdivision for the exclusive purpose of subdivision identification signage or subdivision entrance landscape features

is authorized only under the following circumstances (modification applications from the circumstances of this exception shall not be accepted):

- (1). The lot shall be located at an entrance to the subdivision as an "island" in the right-of-way of a local or minor collector street; and,
- (2). A mandatory property owner's association shall be required for the subdivision for ownership and maintenance of the lot as common area; and,
- (3). Right-of-way of a minimum width of 6 feet from back of curb shall be provided adjacent to the perimeter of the lot; and,
- (4). Landscape plantings within the right-of-way shall not extend more than 2.5 feet above the street grade.

(b)Stormwater Management and Utility Facilities. The creation of an unbuildable lot for the exclusive purpose of providing and maintaining a stormwater management or utility facility is authorized, provided that such a lot meets all applicable requirements set forth in this UDO and under the jurisdiction of the City of Norcross.

(c)Open Space. The creation of an unbuildable lot for the exclusive purpose of providing and maintaining open space or conservation space for the enjoyment of the community is authorized.

Section 401-59. Access and Right-of-Way.

(a)Project Access Improvements.

- (1). Every developer of land shall provide the project access improvements included in this UDO as shall be appropriate to serve the project, in accordance with these regulations and other pertinent Codes, Ordinances, and regulations of the City of Norcross. Said improvements and associated lands shall be provided at no cost to the City of Norcross, and shall be dedicated or otherwise transferred, as required, to the public in perpetuity and without covenant or reservation, except as otherwise provided herein.
- (2). For all business and industrial developments fronting a state highway, no land disturbance or building permits shall be issued until the approval of the Georgia Department of Transportation (DOT) has been obtained by the applicant on the entrances and exits, curb radii, drainage and other matters that are the appropriate concern of Georgia DOT.

(b)Access.

- (1). Large parcels to provide future street access. When land is subdivided into larger parcels than ordinary building lots, such parcels shall be arranged and designed so as to allow for the opening of future streets and to provide access to those areas not presently served by streets.
- (2). Landlocking of adjacent property prohibited. No development shall be designed so as to completely eliminate street access to adjoining parcels of land. Every development shall be designed to facilitate access to adjoining properties which are developed or anticipated to be developed in a manner substantially similar to the subject property. Locations of inter-parcel access shall be as required by and subject to the approval of the Department.

- (3). Private streets to be constructed pursuant to roadway construction standards. Private streets as may be approved under the provisions of this UDO shall be constructed to the street construction standards of the City of Norcross, as contained in this UDO.

(c)Vehicular Access Easements. Vehicular access easements may be provided from a public street indirectly via easement subject to the following:

- (1). The easement shall be in a location and the access driveway shall have a width and alignment acceptable to the Public Works Department and the Gwinnett County Department of Fire and Emergency Services.
- (2). The access easement serves a single-family residence on a lot which is otherwise a buildable lot of record, and which is sharing a common driveway with more than one other single-family residence.
- (3). The sharing of a common driveway (or alley) by multiple residences.
- (4). The access easement was lawfully established as such under the code, ordinances, or regulations of the City of Norcross prior to the adoption of this UDO.
- (5). The access easement coincides with a private roadway or alley approved under the code, ordinances, or regulations of the City of Norcross.

(d)Dedication of Street Right-of-Way. Right-of-Way for all public streets, existing and proposed, shall be dedicated in accordance with the street classifications as shown on the officially adopted City of Norcross Long Range Road Classification Map or as required by Public Works Director or Designee of the City of Norcross.

(e)Greenway Access Dedication of Easement and Construction Requirements. Access, dedication of easement and/or construction of greenway trails shall be provided in accordance with the prioritized greenway network map of the most currently approved Norcross Parks, Greenspaces and Trails Master Plan, as follows:

- (1). Greenway Access. Unless a waiver is granted by the City Council or an exception is provided below, all developments that adjoin designated greenways as shown on the prioritized greenway network map of the Norcross Parks, Greenspaces and Trails Master Plan shall provide at least one multi-use path to the programmed or existing greenway. The multi-use path shall be paved or constructed with materials approved by Gwinnett County, and the route segment shall be a minimum of 10 feet in width. Multi-use path locations shall be reviewed and approved by the Department of Community Services.
- (2). Greenway Construction and Easement Dedication.
 - a. Within flood plains and stream buffers, greenway easements shall be dedicated and constructed to provide public access to trails as shown on the prioritized greenway network map of the Norcross Parks, Greenspaces and Trails Master Plan. Greenways shall be located so that the route is feasible for both construction and long-term maintenance. The specific location of the greenway shall be verified on the ground before approval and project release of the development. The amount of land required for greenway construction shall not exceed 5 percent of the land within the development excluding greenways located within a standard street right-of-way.
 - b. For all other locations, as established by the prioritized greenway network map of the Norcross Parks, Greenspaces and Trails Master Plan, dedication of easement shall be required for greenways lying outside of any floodplain or stream buffer or shall be

reserved either for public access greenway easement, dedication and construction, or other terms negotiated with the County.

- c. In coordination with the Public Works Department and Community Development and Planning Department, greenways with public access may be allowed to substitute for required sidewalks if the greenway alignment coincides with locations intended to be served by sidewalks.

(3). Limitations.

- a. Single-family residential zoning districts. The dedication or construction of greenways in single-family residential zoning districts is required for subdivisions that involve the creation of a new street. Existing single-family lots are exempt from greenway easement dedication and construction.
- b. All other zoning districts. Construction of the greenway is required in the following situations:
1. Whenever there is new development; or
 2. Whenever alterations to existing development are 25 percent or greater of the total improvements on the site; or
 3. Whenever new streets are constructed.

- (4). The construction and dedication of greenways shall be in accordance with the approved Norcross Parks, Greenspaces and Trails Master Plan design standards. Any deviation or modification of the construction standards contained herein shall be subject to the Procedures section of Section 104.

Section 401-60. Design of Blocks.

(a)Length, Width, and Shape. The lengths, widths, and shapes of blocks shall be determined with regard to:

- (1). Provision of adequate building sites suitable to the special needs of the type of use contemplated;
- (2). Applicable zoning requirements as to maximum length of street, lot size and dimensions;
- (3). Needs for convenient access, circulation, control, and safety of street traffic; and
- (4). Limitations and opportunities of topography.

(b)Pedestrian Access. In blocks over 500 feet long, an alley, sidewalks, pedestrian way, or pedestrian access easement, shall be provided through the block to other streets within the development.

Section 401-61. Residential Amenities, Open Space.

(a)Residential Amenities and Common Areas.

- (1). In subdivisions where land is required for open space use in accordance with this UDO, such land shall be deeded to a qualified Property Owners or Homeowner's Association, or other legal entity incorporated under the laws of Georgia upon the approval of the Final Plat containing said land. Said land shall be deeded with a restriction that the land shall be used exclusively for recreational purposes and shall be made available to all residents of the subdivision project on an equal basis. The qualified Property Association shall provide for the mandatory membership of all of the owners within the subdivision, and shall be responsible for the perpetuation, maintenance and function of the recreation areas and uses or facilities therein. The association shall have the authority and duty to assess its members for such maintenance and improvements as set forth in the instrument creating the association. All covenants shall be recorded simultaneously with the final subdivision plat.
- (2). In multifamily rental or condominium projects, land provided for open space in accordance with these requirements shall be held in the ownership of the owner of the project or Homeowner's Association.
- (3). The City of Norcross may lease or sell land reserved for public parks to a qualified Property Owners Association with a deed restriction that the land be used exclusively for open space, common area or public recreational purposes in perpetuity. The organization of a qualified Property Owners Association and its adequate financing for the discharge of its responsibilities shall be assured through acceptable private deed covenants running with the land or other such documents as approved by the Mayor and Council of the City of Norcross.
- (4). In a residential development, where usable open space is to be developed, permits for any amenities must be issued prior to 25 percent of the proposed residential units receiving a certificate of occupancy. All amenity areas must be completed prior to 75 percent of the proposed residential units receiving a certificate of occupancy.

Sec 401-62. Additional Requirements for Stormwater Facilities.

(a) Prior to or concurrent with the recording of a Final Plat for a subdivision, or issuance of a Certificate of Occupancy for a non-subdivision project, the developer, shall provide acceptable surety such as a bond or letter of credit, as determined by the City Engineer, providing for the stormwater management facility(ies) for a period of not less than 18 months. At the end of 18 months, the City may require the surety to be renewed due to anticipated improvements caused by such concerns as future construction activity within the project limits in the drainage basin. A renewed surety may be required up to a total maximum of 10 years. The surety for a facility shall be renewed during the ten-year period until:

- (1). The surface water drainage area within the project has undergone final stabilization and all planned site construction activity has been completed.**
- (2). All stormwater runoff in the surface water drainage area within the project is coming from undisturbed or stabilized areas.**
- (3). All stormwater facilities and infrastructure construction have been completed and permanent vegetation is established.**
- (4). If a temporary stormwater management facility is still in use at the end of the site construction, then the surety shall remain in place until the accumulation of acreage of undeveloped lots, lots with no completed permanent structure and no final stabilization, within the surface water drainage area within the project is less than 10 percent of the total area of the common development draining to the facility.**

(5). Two months prior to surety release, the permanent stormwater management facility shall be installed and cleaned out, as necessary. A new record survey, drawing and certification showing that the volume of the facility is equal to or greater than the volume shown in the record survey, drawing and certification when the facility was approved shall be submitted. Documentation demonstrating the required testing outlined in the Gwinnett County Stormwater Management Manual for the proposed stormwater BMP shall also be provided. As an alternative, a new record survey, drawing and certification showing that the facility complies with this UDO as specified in Section 800-20.7. shall be submitted. If deficiencies are found, the developer shall be required to update the stormwater BMP to comply with the approved development plans.

Chapter 400, Land Development, Article III Site and Subdivision Regulations

Sec. 403-5. Preliminary plat.

(a) Requirement for preliminary plat.

- (1) The purpose of a preliminary plat is to provide a review of a proposed subdivision at an intermediate point between the concept plan and a full set of construction plans. It is intended that this review will help ensure that the plans which are being prepared are in accordance with the UDO and with any conditions set forth in the approval of the concept plan.**
- (2) The specifications for preliminary plat preparation are defined in chapter 100, article V, section 105-3.**

- (3) The Community Development Department must first approve a preliminary plat for a ~~major~~ subdivision **after the review by the Planning and Zoning Board and Mayor and Council** prior to the issuance of a development permit or initiation of any land disturbing or construction activities.
 - (4) Minor subdivisions, as defined in chapter 100, article II of this UDO, follow the procedures under section 104-7(i), development permit plan review, and can be performed in conjunction with preliminary plat review, however, this in no way constitutes approval of the preliminary plat and is only done as a convenience to the owner/developer.
- (b) *Preliminary plat, supplemental information.* The following supplemental information shall be required for each submittal of a preliminary plat application:
- (1) A written summary of the proposed subdivision giving information as to the overall development plan including, as appropriate, the type and square footage of structures, number of housing units, types of land uses, anticipated traffic generation, and other pertinent information.
 - (2) Description of the anticipated utility systems required to serve the proposed subdivision including projected average and peak demands or flows for potable water (water availability report), fire protection, sanitary sewerage, and electrical power.
 - (3) Description of proposed stormwater management practices for the subdivision including the ownership and proper maintenance provisions of all stormwater detention facilities within the subdivision.
 - (4) Such additional information as may be reasonably required to obtain an adequate understanding of the subdivision.
- (c) *Preliminary plat review process.*
- (1) *Step 1:* The developer of a proposed subdivision shall meet with the UDO Administrator to discuss what is required for preliminary plat approval in terms of documents, fees, and schedules.
 - (2) *Step 2:* The developer shall submit to the Community Development Department complete sets of the preliminary plat application package, in a number of copies as established by the UDO Administrator, drawn to the specifications of section 105-3. The application shall include:
 - a. Existing and proposed covenants and restrictions.
 - b. A copy of the deed to the property.
 - c. Proof that taxes on the property have been paid.
 - d. Payment of the applicable application and review fees.
 - (3) *Step 3:* The preliminary plat application package shall be carefully checked by the UDO Administrator to determine whether it is complete. If it is incomplete, it will be returned to the developer with an explanation of why it is incomplete and what must be done to make it complete. The developer will then begin the process again with step 2, and no additional fee will be required.
 - (4) *Step 4:* If the preliminary plat application package is complete, it will be accepted by the UDO Administrator, and the date of acceptance will be noted. For every submittal, the Community

Development Department shall have at least 20 working days for new applications, and 10 working days for re-submittals. for review of the preliminary plat, and preparation of review comments. The City Engineer will review the documents and identify any problems or corrections necessary before preliminary approval is granted. These reviews in step 4 will address the effect of the proposed subdivision or development project on the environment surrounding the property and anticipated problems with public utilities and facilities.

- (5) *Step 5:* After the preliminary plat has been accepted by the Community Development Department, the subdivider shall deliver a complete copy of the submittal to the county Water Resources Department. No subdivision will be approved until an impact analysis from the county Water Resources Department is completed.
 - (6) *Step 6:* If the subdivision includes or abuts a U.S. or state numbered highway, or if the proposed subdivision requires access to the state highway system, review by the Georgia Department of Transportation (GDOT) is required under O.C.G.A. § 32-6-151. The subdivider must respond to the recommendations of the GDOT prior to project approval by the city. If the written recommendations of the GDOT are not made within 30 days of receipt of the plat by GDOT, approval of GDOT shall be assumed as provided under state law. If the plat is recommended for rejection by GDOT, the reasons for rejection and requirements for approval shall be given in writing by GDOT to the Community Development Department. Such rejection by GDOT shall be binding on the Community Development Department unless the Community Development Department, by official action, overrules such department action.
 - (7) *Step 7:* Following review of the application, the Community Development Director may:
 - a. **Forward to the Planning and Zoning Board and Mayor and Council for review prior to granting** project approval;
 - b. **Forward to the Planning and Zoning Board and Mayor and Council for review prior to granting** project approval subject to further conditions; or
 - c. Deny the request due to noncompliance with the requirements, intent or purposes of this UDO.
 - (8) *Step 8:* The UDO Administrator shall assemble all comments and conditions related to compliance with this UDO and forward them to the applicant.
 - a. If the preliminary plat request is denied, the preliminary plat shall be returned to the applicant with an explanation of why it was found to be not acceptable, and with instructions as to what needs to be done to make it acceptable. The developer will then begin the process again at step 2 and new plat review fee will be required.
 - b. If the preliminary plat request is approved, the Community Development Director will sign the preliminary plat certification **following review by the Mayor and Council**, and the applicant will be authorized to proceed with the preparation of construction plans.
- (d) *Preliminary plat approval standards.*
- (1) *Applicant responsibilities.* The applicant is responsible for compliance with all codes, regulations and zoning requirements and for the satisfaction of all the noted and written comments.
 - (2) *Limits on administrative approval.* The Community Development Director may not administratively approve any preliminary plat that contains a lot or other feature that would

clearly require a variance in order to be reasonably usable, whether due to the presence of an unusual configuration, zoning compliance, lack of public utilities, or for any other reason.

- (3) *Project approval binding for 12 months.* The preliminary plat approval will remain in effect for a period of 12 consecutive months after which time it will become null and void, unless an extension of time request has been submitted to the Community Development Department for approval by the Mayor and City Council. Only one extension for another period not to exceed 12 months may be approved by the Mayor and City Council. The development must satisfy any changes to the UDO that may have been instituted since the first date of approval.
- (4) *Effect on status of dedication.* The approval of a preliminary plat by the Community Development Department shall not be deemed to constitute or affect an acceptance by the city of any street or other ground shown upon the plat.
- (5) *Improvements authorized.* Notwithstanding project approval or conditional project approval, no improvements are authorized before approval of construction plans by the Community Development Department as set forth in this article. Improvements must be installed according to construction plans as approved.
- (6) *Requests for appeals and variances.* Appeals of denials and appeals from conditions recommended by the Community Development Director shall be made to the Zoning Board of Appeals in accordance with the provisions for quasi-judicial review.

~~Sec. 403-6. Minor subdivision expedited review procedure.~~

- ~~(a) *Provisions for minor subdivision approval.* In the case of a minor subdivision as defined in chapter 100, article II, the subdivider may apply for final plat approval, without submitting a preliminary plat, provided:~~
 - ~~(1) The lots shall meet all zoning and other requirements of this UDO;~~
 - ~~(2) The subdivision shall provide all applicable improvements for a minor subdivision required in chapter 400, article I, land development standards; and~~
 - ~~(3) The property to be subdivided is not all or a portion of any property previously subdivided as part of a minor or major subdivision except in the case of a recombination or re-subdivision request under the provisions for minor subdivisions under sections 403-9, combination plat, and 403-10, exemption plat.~~
- ~~(b) *Consultation with the Community Development Department necessary.* A subdivider intending to proceed in accordance with the minor subdivision procedure shall first consult with the Community Development Department, supplying sufficient information to show that the specified conditions in subsection (a) above will be met.~~
- ~~(c) *Preparation of final minor subdivision plat.* After consulting with the Community Development Department, the subdivider shall submit a final minor subdivision plat meeting the applicable standards and containing the applicable statements and certifications of as specified for a final plat in section 403-8, final plat.~~
- ~~(d) *Review and recordation of minor subdivision plat.* Review, approval and recordation of the minor subdivision plat shall follow the same procedures for final subdivision plats.~~

Sec. 403-8. Final plat.

- (a) *Purpose.* The purpose of the final plat of a subdivision is to present an accurate depiction of the layout of the subdivision that has been constructed so that it can be properly recorded and then used as a permanent reference for the sale of the property included within the subdivision.
- (b) *General requirements for final plat approval.*
 - (1) Application for final plat approval. Prior to submission of an application for final subdivision plat approval, either:
 - a. All public improvements shall have been properly installed and completed in accordance with all requirements and standards of this UDO (other than traffic signs, street name signs, street striping, and signalization) and as-built surveys of the improvements shall have been approved by the Community Development Director as required in final plat requirements in section 105-5; or,
 - b. A guarantee in lieu of completed improvements shall have been received by the Community Development Department and approved by the Community Development Director as provided under the final plat requirements in section 105-5.
 - (2) An application for a final subdivision plat approval shall be made to the Community Development Department. The application shall include all documents, forms, certifications and other information required by O.C.G.A. § 15-6-67, and:
 - a. *Application.* A properly completed application form, as furnished by the UDO Administrator, requesting final subdivision plat review.
 - b. *Copy.* An electronic copy of the final subdivision plat package prepared in conformance with the final plat requirements in section 105-5.
 - c. *Surveys.* The as-built surveys of the improvements as required in the subsection 105-5(c) if the surveys have not been previously received and approved.
 - d. *Dedication deeds.* Executed deeds for the dedication of all street rights-of-way, easements and other public properties natural resource easements and conservation easements (as applicable).
 - e. *Affidavit from developer.* At the time the final plat is submitted to the Community Development Department, the subdivider must also submit an affidavit signed by the developer certifying that the streets, drainage structures and any other design features have been constructed according to the development construction drawings approved by the Community Development Department. This will include street grades, drainage structures, drainage pipe size and profiles, street paving specifications, utility locations, dam construction and any other facilities that have been incorporated into the development. This affidavit is clarified under adopted county UDO chapter 340-90.
 - f. *Letter of acceptance of water and sewer lines.* At the time the final plat is submitted to the Community Development Department, the subdivider must also submit a letter to the department from the county Water Resources Department. The letter shall verify the county Water Resources Department's acceptance of the subdivision's water and sewer lines.

- g. *Protective covenants.* Protective covenants shall be required for all subdivisions in which five or more lots are created. At a minimum, the protective covenants shall create a homeowners' association for the subdivision with mandatory membership of all property owners and mandatory dues and shall be recorded with the final plat.
 - h. *Proof of bonds.* Upon submission of the final plat, the subdivider must provide proof in writing on forms supplied by the Community Development Department that a maintenance bond, performance bond, letter of credit which shall be irrevocable and collateralized, or escrow account made payable to the city.
 - i. *Proof of payment.* The subdivider shall provide proof of payment for materials and for installation of traffic signs and street name signs to the Community Development Department. Payment of the cost of street striping or signalization, if required and not completed by the owner, shall also be included in the application.
 - j. *Streetlights.* All subdivision developers shall provide streetlights in accordance with the outdoor lighting standards of this UDO, chapter 400, article VI. Proof of payment for the construction and installation of the streetlights, an executed agreement with the appropriate utility company, and payment for the streetlights fund shall be provided to the UDO Administrator at the time the final plat is submitted.
 - k. *Fees.* The subdivider shall pay all applicable final subdivision plat filing and recording fees, as established by the City Council from time to time.
 - l. *Special certificate required to record any plat.* No plat, regardless of whether it is a plat or a random conveyance, a final plat or a revised final plat shall be recorded in the records of the Clerk of the county Superior Court of unless the plat conforms to these regulations and is stamped in red with a certificate which states that the plat has been approved according to the subdivision procedures of the city and that the Clerk of the county Superior Court of is authorized to record it and unless said certificate is signed and dated in red ink by either the Community Development Director or his or her designee.
- (c) *Review and approval process.*
- (1) *Step 1:* The developer of a proposed subdivision shall meet with the UDO Administrator to discuss what is required for final plat approval in terms of documents, fees, and schedules.
 - (2) *Step 2:* The developer shall submit two complete final plat application packages. If the subdivision includes or abuts a U.S. or state numbered highway, unless all of the lots in the subdivision contain five acres or more and no new street is involved, review by the Georgia Department of Transportation (GDOT) is required under O.C.G.A. § 32-6-151. If the subdivision is an exempt or minor subdivision or otherwise was not submitted for review as a preliminary plat, two additional copies of the final plat must be submitted to the UDO Administrator for forwarding to GDOT. The applicant must respond to the recommendations of the GDOT prior to final plat recording. If the written recommendations of the GDOT are not made within 30 days of receipt of the plat by GDOT, their approval shall be assumed as provided under state law.
 - (3) *Step 3:* An UDO Administrator shall review the application for completeness within five working days of submission. An incomplete application will be returned to the applicant with an explanation of why it is incomplete and what must be done to make it complete. The applicant will begin the process again with step 2 and no additional fee will be required.

- (4) *Step 4:* If the final plat application is complete, it will be accepted by the UDO Administrator, and the date of acceptance will be noted. For every submittal, the Community Development Department shall have 20 working days to review and identify any problems or corrections necessary before final approval is granted.
 - (5) *Step 5:* If the UDO Administrator concludes the final plat is not acceptable, the final plat will be returned to the applicant with an explanation of why it was found to not be acceptable, and with instructions as to what needs to be done to make it acceptable. The applicant will then begin the process again at step 2 and new plat review fee will be required.
 - (6) *Step 6:* If the UDO Administrator concludes that the final plat is acceptable and meet the various requirements set forth in the UDO, it shall be considered by the **Planning and Zoning Board** and Mayor and City Council at a regularly scheduled meeting not later than 45 days following the recommendation of the Department. The Community Development Director shall forward the dedication deeds to the Mayor and City Council for acceptance as part of this review.
 - (7) *Step 7:* Following acceptance and approval by the Mayor and City Council, the final plat will be recorded.
 - a. The applicant shall deliver to the Community Development Department a print of the final plat that is stamped in red with a certificate that states that the plat has been approved according to the subdivision procedures of the city.
 - b. After the plans of the subdivision have been approved and stamped and signed by the Community Development Director and signed by the City Manager or his/her designee, and the Director of Public Works for sidewalk and trail improvements, the UDO Administrator will reserve a plat book and page number, if necessary, for the subdivision for recording with the Clerk of Superior Court.
 - c. It shall be the applicant's responsibility to record the final plat.
 - d. Subsequent to the recording of the final plat, the original signed copy with all certificates endorsed thereon, and one digital copy, positioned correctly in Georgia NAD83 State Plane Coordinates (in U.S. survey feet to the hundredth of a foot) and compatible with the city GIS System, shall be filed with the records of the Community Development Department. The map book, volume and page numbers where the plat is recorded shall also be indicated on the copies.
- (d) *Acceptance of public improvements.*
- (1) If construction of any required public improvements was deferred at the time of final plat approval, said work must be completed and revised as-built surveys submitted to the Community Development Department within 24 months of the date of final plat recordation.
 - (2) The developer shall maintain the improvements in the development throughout the maintenance period. The maintenance period shall begin upon recordation of the final subdivision plat and shall extend from said date or from the date of completion of all deferred improvements, whichever occurs later. The maintenance period shall extend without interruption for a period of no less than 24 months or until 75 percent of all dwelling units authorized by the final plat have been issued certificates of occupancy, whichever occurs later. In no case, however, shall the maintenance period extend for more than 36 months from the date of completion of all deferred improvements.

- (3) Prior to expiration of the maintenance period, a final acceptance inspection of the public improvements shall be conducted by the Community Development Department and the county Water Resources Department.
- (4) The subdivider must correct all defects or deficiencies in materials and workmanship and make such repairs as necessary to approximate the as-built condition of the improvements. The subdivider shall execute such documents as required by the Community Development Director to ensure that the city is held harmless and indemnified from any claims arising from non-performance by the subdivider, including attorney's fees and costs incurred by the city in enforcing the requirements of the UDO, as may be amended.
- (5) Upon certification by the Community Development Director that the public improvements depicted on the as-built surveys are in conformance with the specifications of this UDO and are in good repair, the Community Development Director shall release the maintenance bond and accept the public improvements into perpetual maintenance on behalf of the city.
- (6) Notwithstanding anything herein to the contrary, dedication of proposed public rights-of-way, easements and improvements shall not be accepted without public approval by the Mayor and City Council of dedication deeds.
- (7) In the case of private roads, any improvement must meet the pavement design standards established by the county and materials testing reports must be submitted to and approved by the City Engineer prior to acceptance of any paved public improvement.
- (8) If stormwater detention is involved with private streets, the city cannot accept the street as a public street.

Sec. 403-10. Exemption plat.

The division of a buildable lot of record into two lots, provided:

- (1) Each proposed lot complies with all requirements of this UDO and is limited to single-family detached residential use.
- (2) Each proposed lot abuts upon and derives access from an existing public street.
- (3) All project related slope and utility easements as well as necessary street right-of-way shall be provided at no cost to the city as determined by the Community Development Department based upon the officially adopted road classification map comprehensive plan.
- (4) Each lot created may not be re-subdivided unless it complies with the provisions described herein for a **preliminary plat and a final plat** ~~period of at least two calendar years~~
- (5) Each proposed lot shall comply with any water and sewer requirements, as appropriate, whose approval shall be required prior to approval of the exemption plat by the Community Development Department.

Chapter 400 Land Development, Article VI Outdoor Lighting Standards

Sec 406-7.5. Street Lights for New Subdivisions.

(a) Street lights shall be provided by the developer in new subdivisions which propose the construction of a new street to be dedicated to the City or which propose lot access to existing City streets.

(b) Prior to the approval of a Final Plat, the developer shall submit a copy of the approved Subdivision Development Plan to the City Engineer. The development design professional shall prepare a street light design drawn on the Subdivision Development Plan based upon the requirements of this Section for review by the City Engineer or their designee. Once approved, the design shall be forwarded to the appropriate power provider and the developer shall pay the power provider the appropriate cost for materials and installation. Proof of payment to the power provider shall be required.

(c) All fixtures and poles shall meet the requirements of the City and all maintenance shall be the responsibility of the power provider. Fixtures shall be mounted a minimum of 16 feet above the ground. For subdivisions with street trees, fixtures shall be mounted a maximum of 14 feet above the ground. The City, in addition to other requirements, may require a light to be located at street intersections within the development.

(d) Upon acceptance of the street light installation by the City, the power provider shall submit monthly bills to Public Works for payment which will be assessed to the individual lots based on the policy for such billings in Norcross.

- II. Severability: If the provisions of any section, subsection, paragraph, subdivision or clause of his ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgement shall not affect or invalidate the remainder of any ordinance, section, subsection, paragraph, subdivision or clause of this ordinance.
- III. Repealer: All ordinances or parts thereof which are in conflict with any provision or any section, subsection, paragraph, subdivision or clause of this ordinance are hereby repealed to the extent of the conflict.

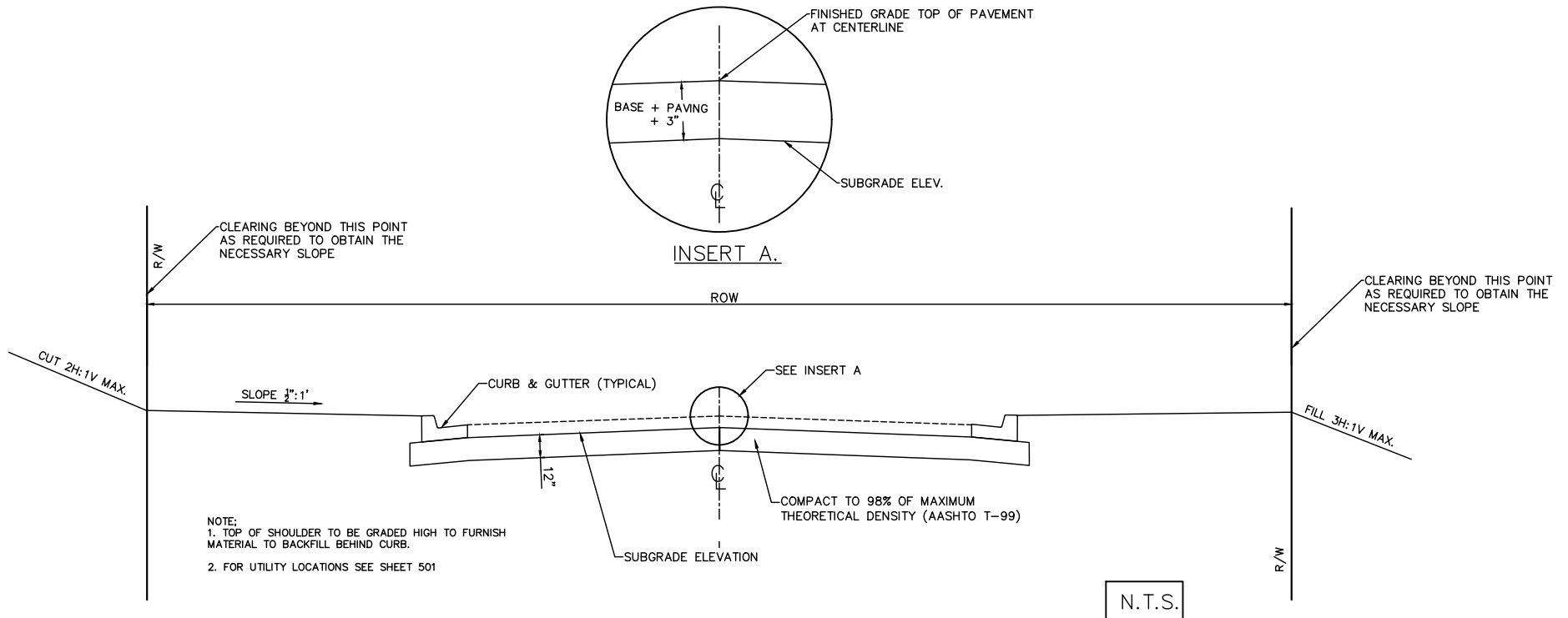
IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of _____, 2025

Craig Newton, Mayor

ATTEST:

Monique Philip, City Clerk

APPENDIX A NORCROSS CAD DETAILS
STANDARD DRAWINGS



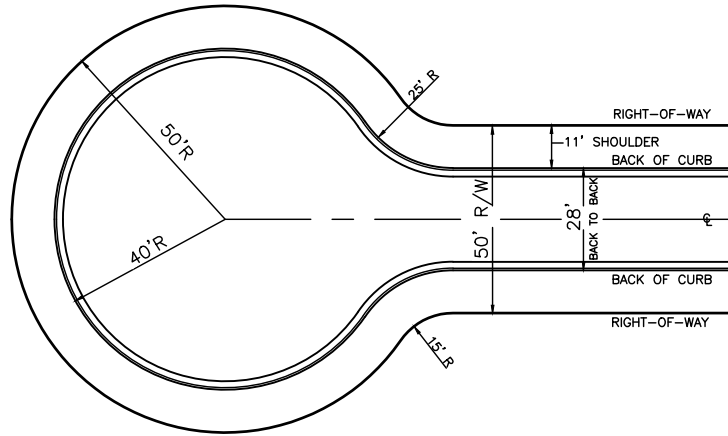
CITY OF NORCROSS

65 LAWRENCEVILLE ST.
NW, NORCROSS, GA 30071

STANDARD DETAILS

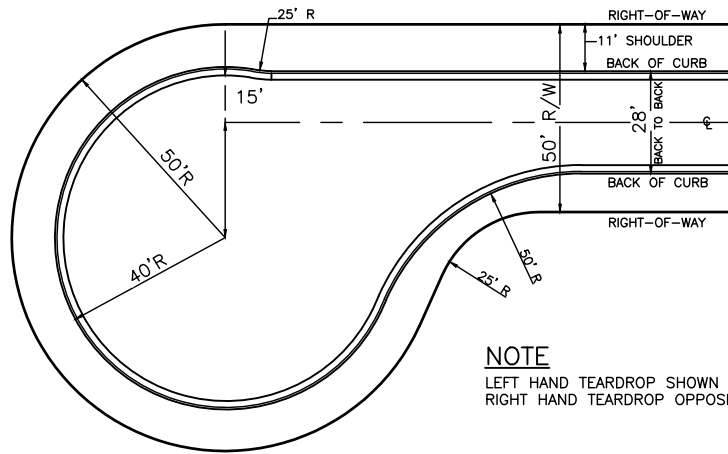
STREET GRADING LOCAL
OR MINOR COLLECTOR STREET

101



"CENTERED" CUL-DE-SAC TURN-AROUND

N.T.S.

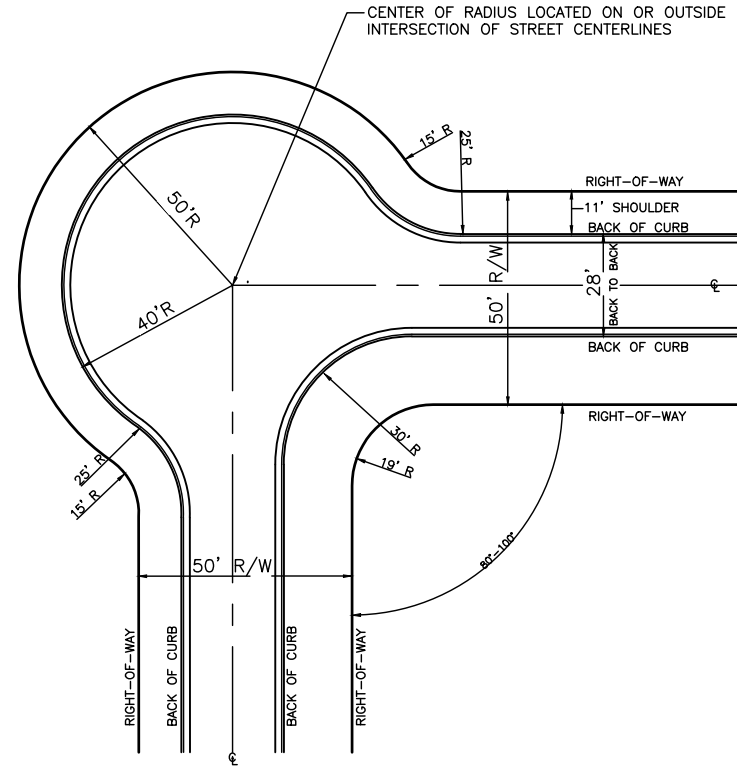


"TEARDROP" CUL-DE-SAC TURN-AROUND

N.T.S.

NOTE

LEFT HAND TEARDROP SHOWN
RIGHT HAND TEARDROP OPPOSITE



"EYEBROW" TURN-AROUND

LOCAL RESIDENTIAL STREETS ONLY
N.T.S.



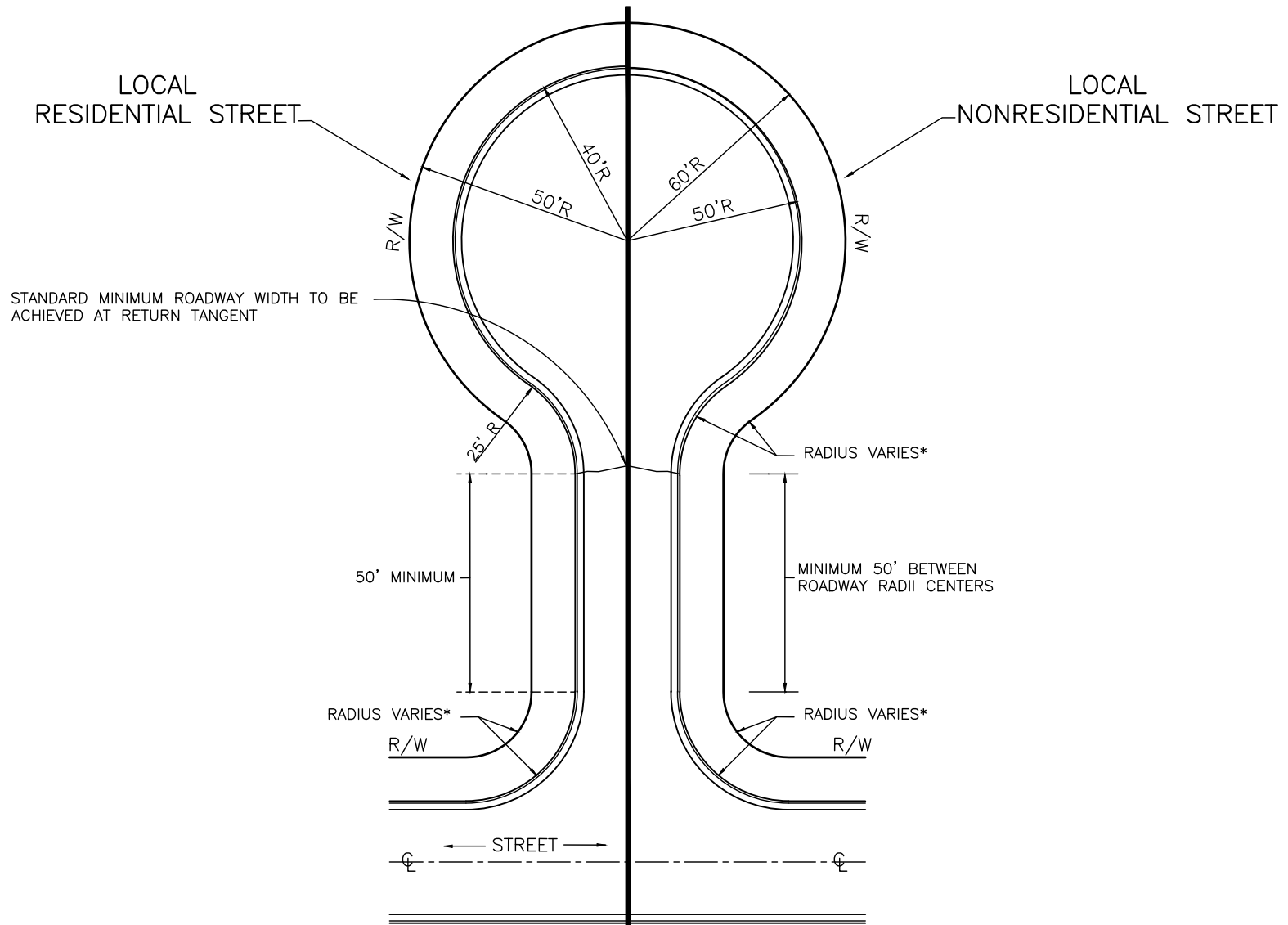
CITY OF NORCROSS

65 LAWRENCEVILLE ST.
NW, NORCROSS, GA 30071

STANDARD DETAILS

**STANDARD RESIDENTIAL
TURN-AROUNDS**

301



*SEE MINIMUM INTERSECTION RADII REQUIREMENTS IN UNIFIED DEVELOPMENT ORDINANCE



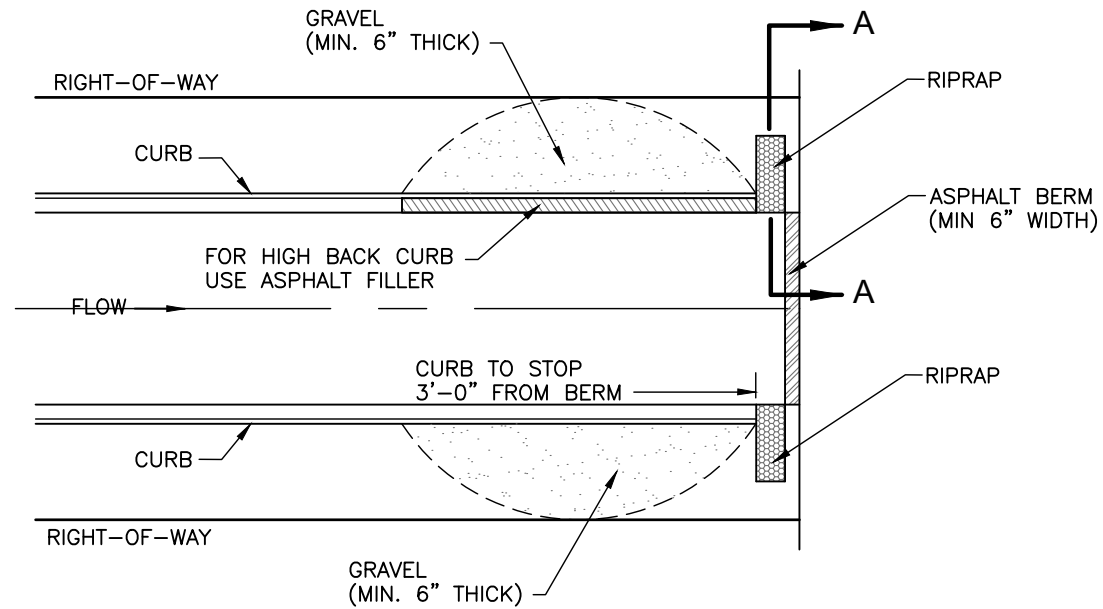
CITY OF NORCROSS

65 LAWRENCEVILLE ST.
NW, NORCROSS, GA 30071

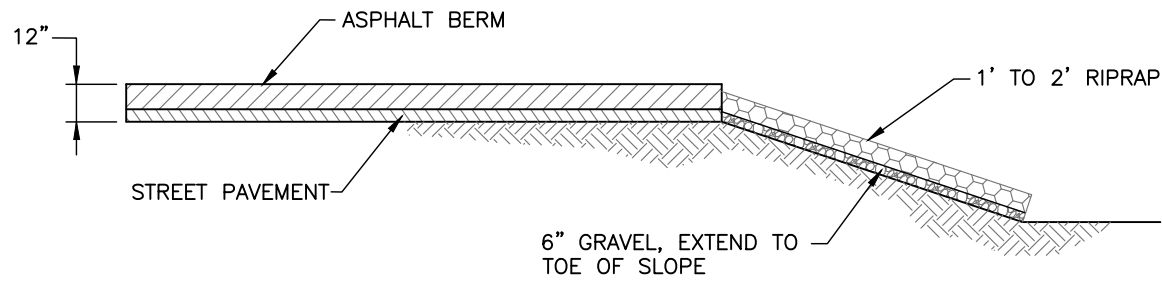
STANDARD DETAILS

CUL-DE-SAC MINIMUM LENGTHS

302



PLAN
N.T.S.



SECTION A-A
N.T.S.



CITY OF NORCROSS

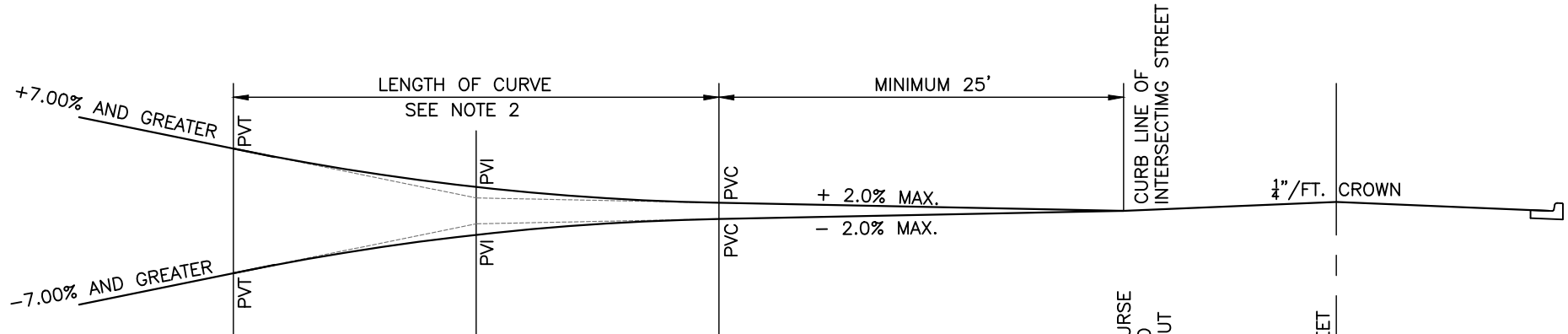
65 LAWRENCEVILLE ST.
NW, NORCROSS, GA 30071

STANDARD DETAILS

TEMPORARY VEHICULAR TURNAROUND

303

INTERSECTION OF LOCAL OR MINOR COLLECTOR STREETS



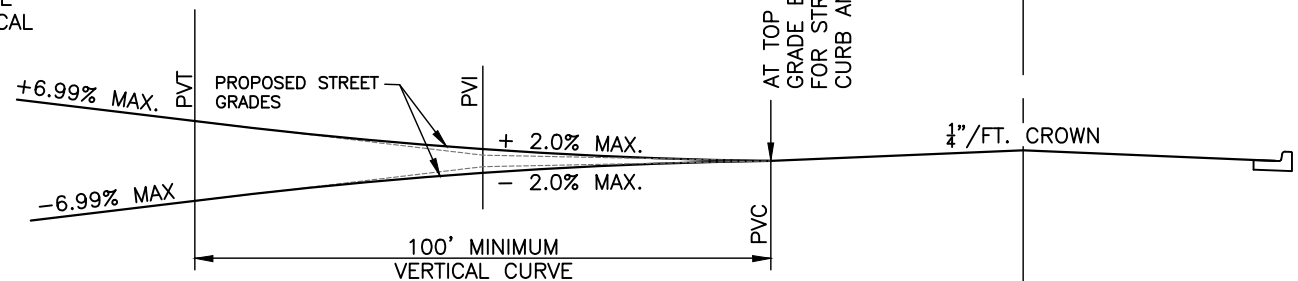
NOTES:

1) THIS STANDARD IS INTENDED TO BE A MINIMUM DESIGN STANDARD FOR CONTROL OF GRADES OF STREETS APPROACHING AN INTERSECTION WITH A LOCAL OR MINOR COLLECTOR STREET. FOR INTERSECTION WITH MAJOR THOROUGHFARES, SEE UNIFIED DEVELOPMENT ORDINANCE.

2) REFER TO UNIFIED DEVELOPMENT ORDINANCE TABLE 401-43(b) FOR "K" VALUES FOR VERTICAL CURVES.

GRADES 7.00% AND GREATER

N.T.S.



GRADES LESS THAN 7.00%

N.T.S.



CITY OF NORCROSS

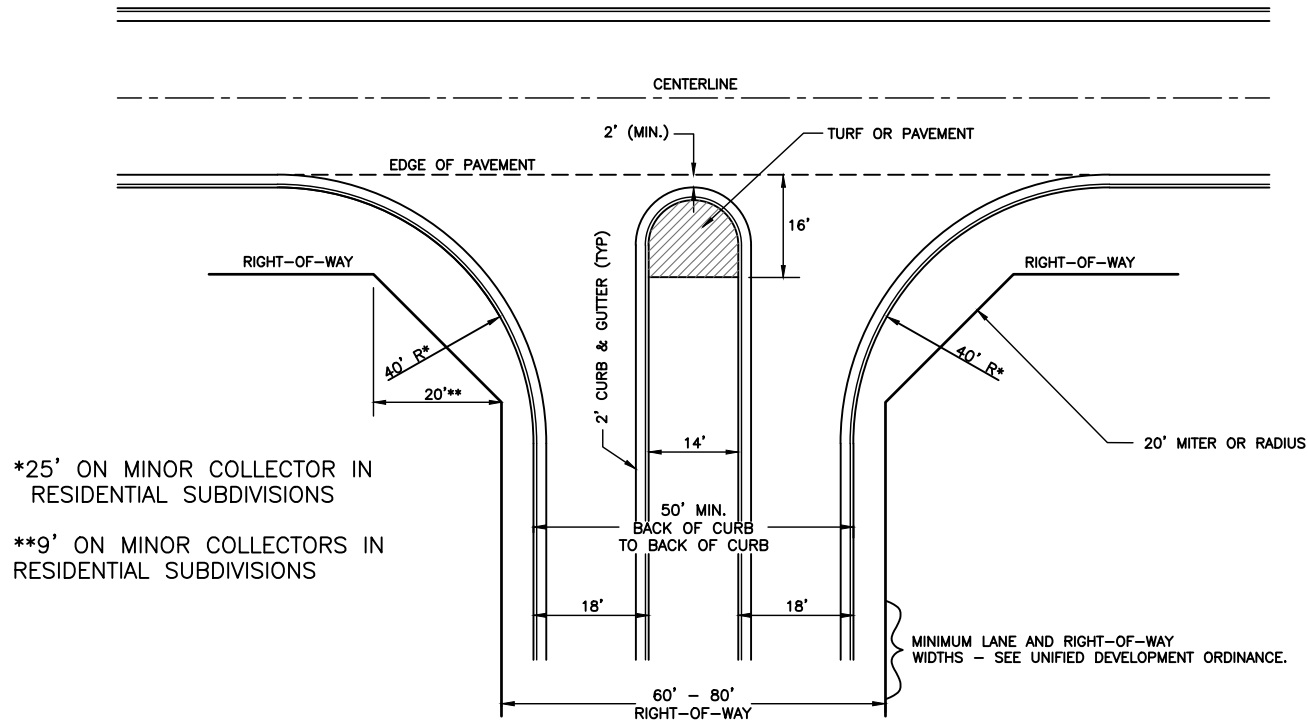
65 LAWRENCEVILLE ST.
NW, NORCROSS, GA 30071

STANDARD DETAILS

VERTICAL ALIGNMENT AT INTERSECTION WITH
LOCAL OR MINOR COLLECTOR STREET

304

INTERSECTION DETAIL NO. 1

NOTES:

1. INSIDE OF ISLANDS ARE TO BE BACKFILL WITH PORTLAND CEMENT CONCRETE, OR GRASSED, OR PLANTED WITH VEGETATION NOT EXCEEDING TWENTY-FOUR INCHES IN HEIGHT.
2. DEVELOPER TO MAINTAIN GRASSED OR PLANTED ISLAND.
3. LARGER RADII FOR RIGHT-OF-WAY OR ROADWAY CONNECTIONS MAY BE REQUIRED FOR STREETS INTERSECTING AT ANGLES LESS THAN 90 DEGREES.

**CITY OF NORCROSS**

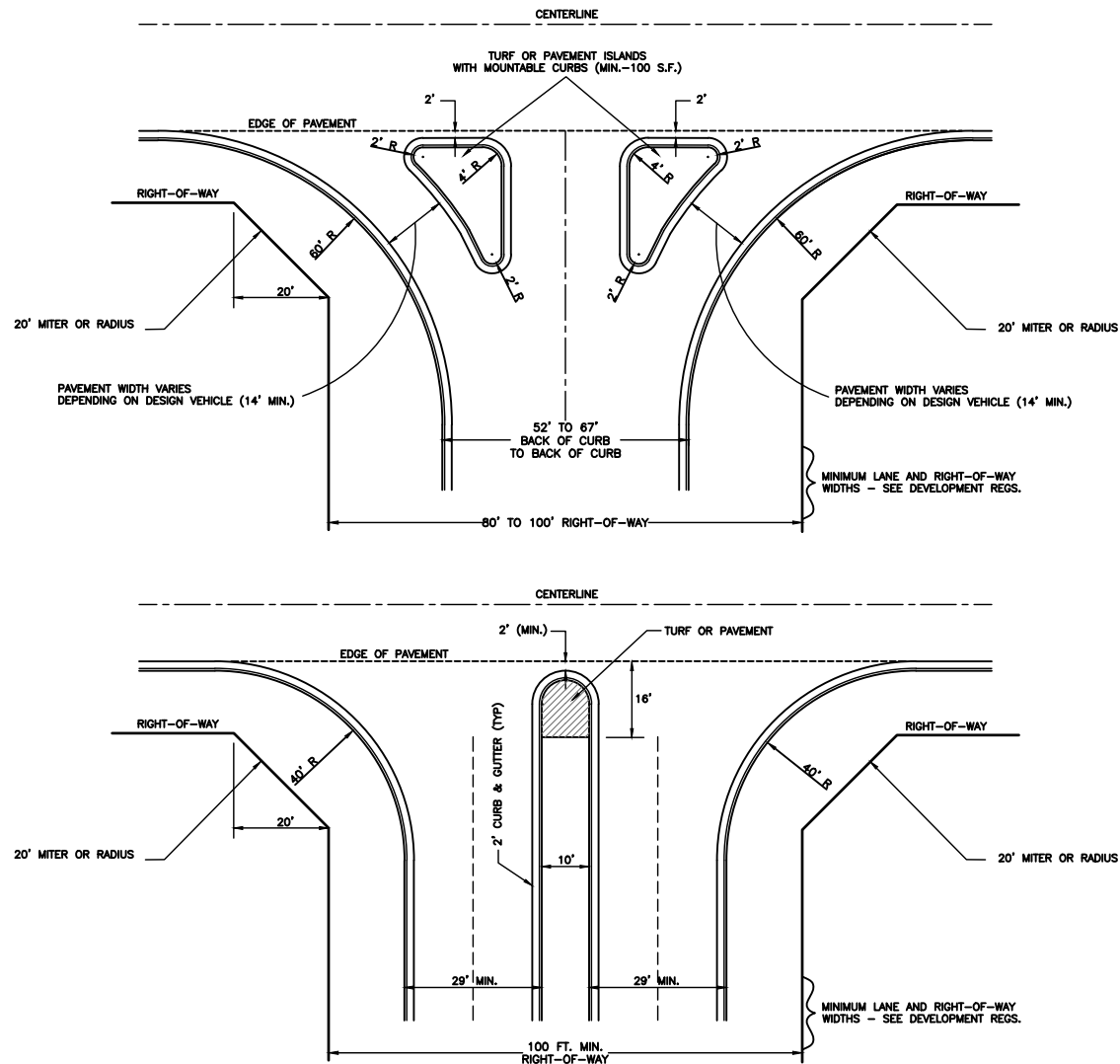
65 LAWRENCEVILLE ST.
NW, NORCROSS, GA 30071

STANDARD DETAILS

**T-INTERSECTION ONLY - MINOR OR MAJOR
COLLECTOR STREET CLASSIFICATION**

305

INTERSECTION DETAIL NO. 2

**NOTES:**

1. A COMBINATION OF THESE TWO DESIGNS MAY BE USED.
2. INSIDE OF ISLANDS ARE TO BE BACKFILL WITH PORTLAND CEMENT CONCRETE, OR GRASSED, OR PLANTED WITH VEGETATION NOT EXCEEDING TWENTY-FOUR INCHES IN HEIGHT.
3. DEVELOPER TO MAINTAIN GRASSED OR PLANTED ISLAND.
4. LARGER RADII FOR RIGHT-OF-WAY OR ROADWAY CONNECTIONS MAY BE REQUIRED FOR STREETS INTERSECTING AT ANGLES LESS THAN 90 DEGREES.
5. ISLANDS AT INTERSECTION ARE AT THE OPTION OF THE DEVELOPER, EXCEPT FOR GEORGIA D.O.T. CONTROLLED ROUTES

**CITY OF NORCROSS**

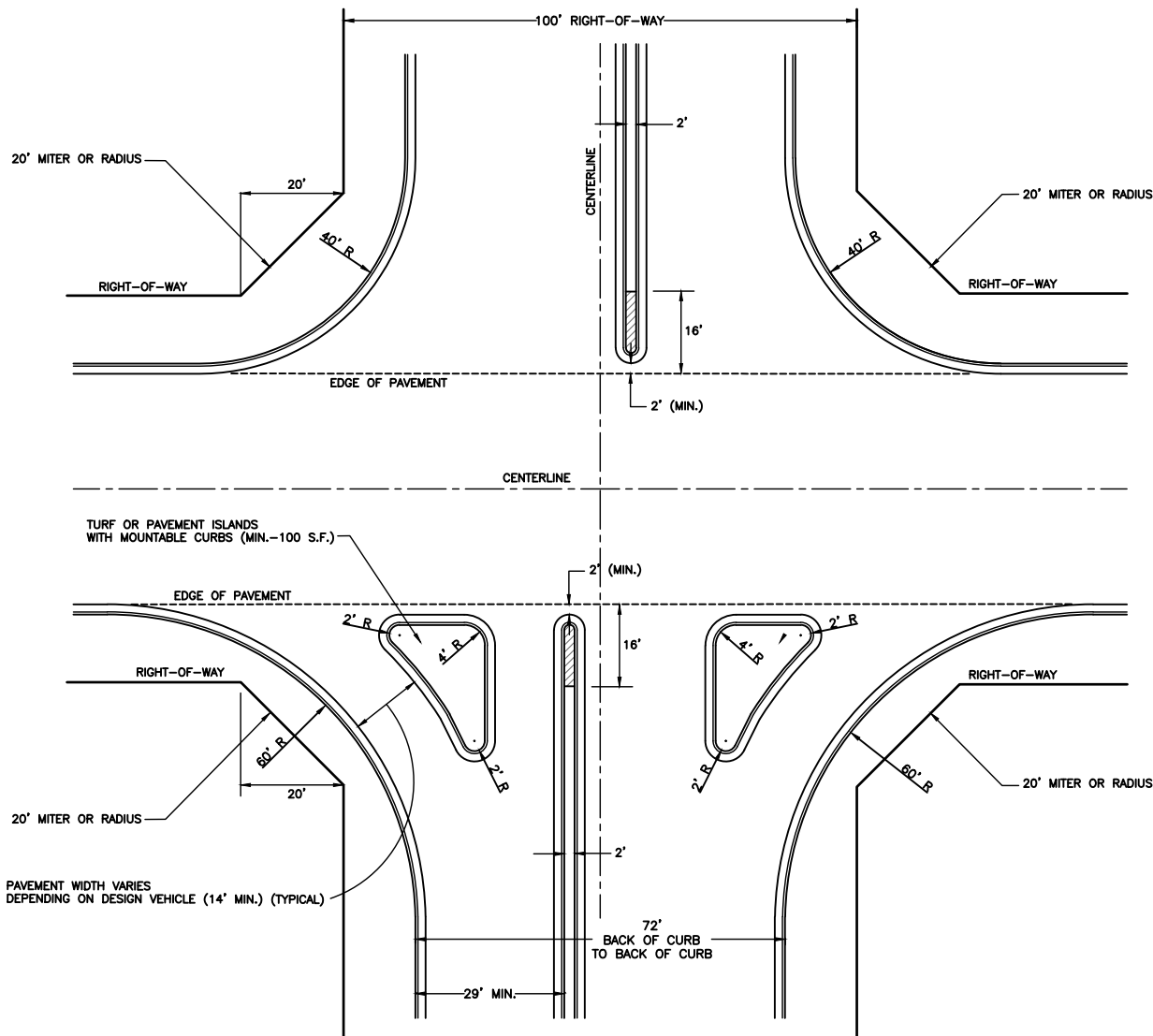
65 LAWRENCEVILLE ST.
NW, NORCROSS, GA 30071

STANDARD DETAILS

**T-INTERSECTION ONLY - ARTERIAL OR MAJOR
COLLECTOR STREET CLASSIFICATION**

306

INTERSECTION DETAIL NO. 3

NOTES:

1. A COMBINATION OF THESE TWO DESIGNS MAY BE USED.
2. INSIDE OF ISLANDS ARE TO BE BACKFILL WITH PORTLAND CEMENT CONCRETE, OR GRASSED, OR PLANTED WITH VEGETATION NOT EXCEEDING TWENTY-FOUR INCHES IN HEIGHT.
3. DEVELOPER TO MAINTAIN GRASSED OR PLANTED ISLAND.
4. LARGER RADII FOR RIGHT-OF-WAY OR ROADWAY CONNECTIONS MAY BE REQUIRED FOR STREETS INTERSECTING AT ANGLES LESS THAN 90 DEGREES.
5. ISLANDS AT INTERSECTION ARE AT THE OPTION OF THE DEVELOPER, EXCEPT FOR GEORGIA D.O.T. CONTROLLED ROUTES

UNDIVIDED

80' - 100' RIGHT-OF-WAY *
 52' - 66' OR 67' ROADWAY *

MINIMUM LANE AND RIGHT-OF-WAY
 WIDTHS - SEE DEVELOPMENT REGS.

**CITY OF NORCROSS**

65 LAWRENCEVILLE ST.
 NW, NORCROSS, GA 30071

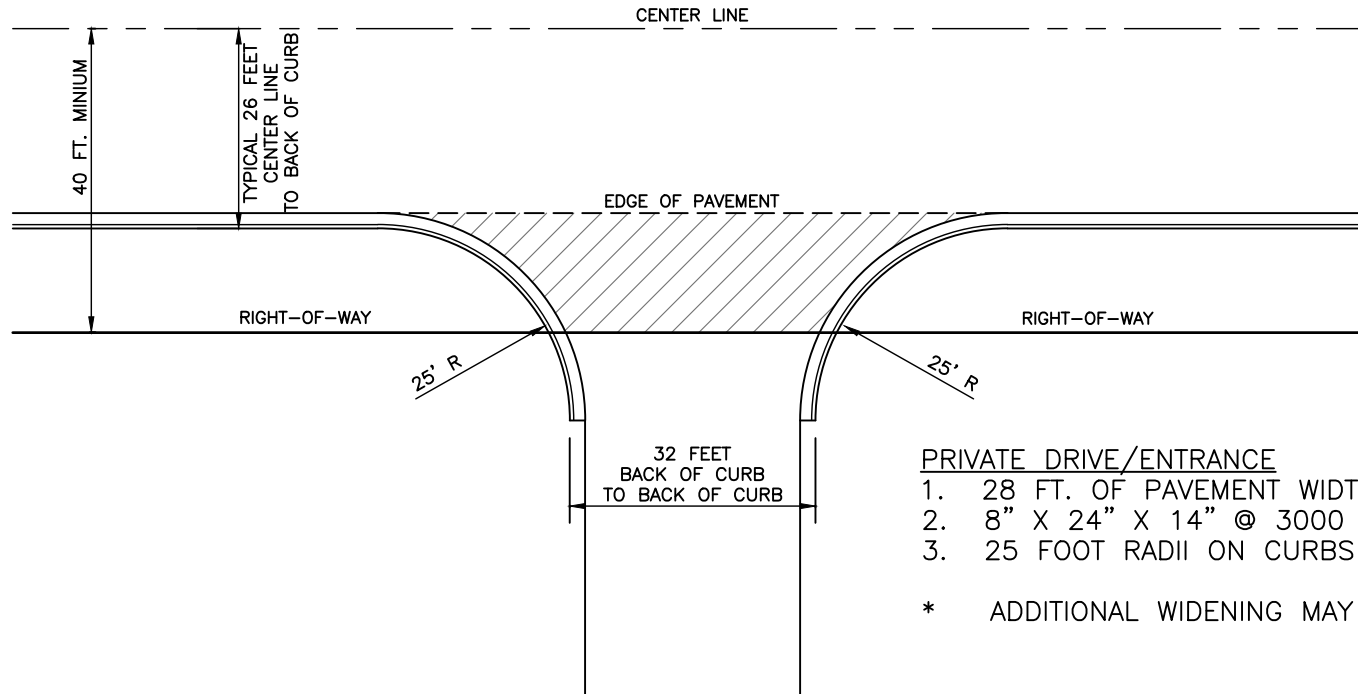
STANDARD DETAILS

**INTERSECTION DETAIL ARTERIAL OR MAJOR
 COLLECTOR STREET CLASSIFICATION**

307

DRIVEWAY DETAIL NO.1 – 32 FT. WIDTH 25 FT. RADIUS

AUTOMOBILE SERVICE STATION/GASOLINE CONVENIENCE STORES
 COMMERCIAL SITES (OVER 80,000 SQ. FT.)
 OFFICE INSTITUTIONAL COMPLEXES (OVER 100,000 SQ. FT.)
 APARTMENT/CONDO COMPLEXES (OVER 200 UNITS)
 MOBILE HOME COMPLEXES (OVER 200 LOTS)



PRIVATE DRIVE/ENTRANCE

1. 28 FT. OF PAVEMENT WIDTH
2. 8" X 24" X 14" @ 3000 PSI CURB AND GUTTER
3. 25 FOOT RADII ON CURBS

* ADDITIONAL WIDENING MAY BE REQUIRED



CITY OF NORCROSS

65 LAWRENCEVILLE ST.
 NW, NORCROSS, GA 30071

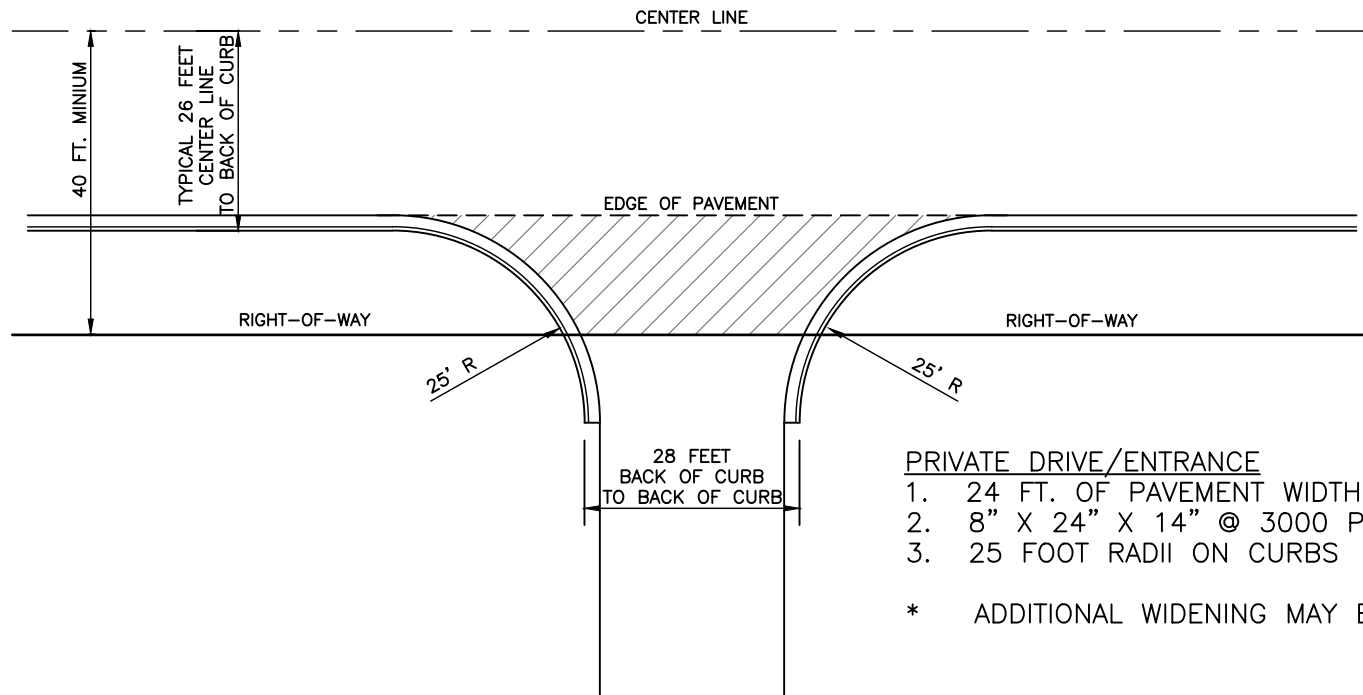
STANDARD DETAILS

DRIVEWAY DETAIL NO.1

308

DRIVEWAY DETAIL NO.2 – 28 FT. WIDTH 25 FT. RADIUS

COMMERCIAL SITES (80,000 SQ. FT. OR LESS)
 OFFICE INSTITUTIONAL COMPLEXES (100,000 SQ. FT. OR LESS)
 APARTMENT/CONDO COMPLEXES (200 UNITS OR LESS)
 MOBILE HOME COMPLEXES (200 LOTS OR LESS)



PRIVATE DRIVE/ENTRANCE

1. 24 FT. OF PAVEMENT WIDTH
2. 8" X 24" X 14" @ 3000 PSI CURB AND GUTTER
3. 25 FOOT RADII ON CURBS

* ADDITIONAL WIDENING MAY BE REQUIRED



CITY OF NORCROSS

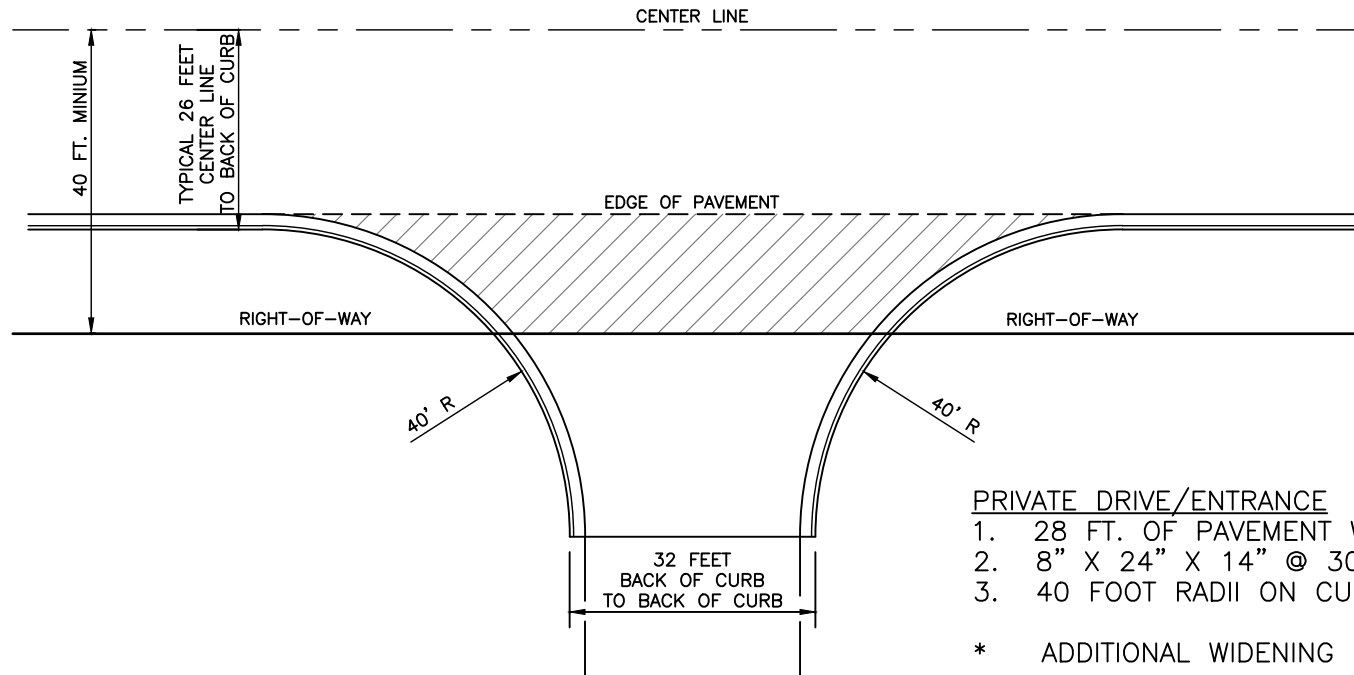
65 LAWRENCEVILLE ST.
 NW, NORCROSS, GA 30071

STANDARD DETAILS

DRIVEWAY DETAIL NO.2

309

DRIVEWAY DETAIL NO.3 – 32 FT. WIDTH 40 FT. RADIUS



INDUSTRIAL SITES

PRIVATE DRIVE/ENTRANCE

1. 28 FT. OF PAVEMENT WIDTH
2. 8" X 24" X 14" @ 3000 PSI CURB AND GUTTER
3. 40 FOOT RADII ON CURBS

* ADDITIONAL WIDENING MAY BE REQUIRED



CITY OF NORCROSS

65 LAWRENCEVILLE ST.
NW, NORCROSS, GA 30071

STANDARD DETAILS

DRIVEWAY DETAIL NO.3

310

40 FT. MINIMUM

TYPICAL 26 FEET
CENTER LINE
TO BACK OF CURB

2.0'

EDGE OF PAVEMENT

4 FT. TO 10 FT.

30° R

RIGHT-OF-WAY

30 FT. TO 50 FT.

18 FT. MINIMUM
BOC TO BOC
28 FT. MAXIMUM
BOC TO BOC

55 FT.

28 FT.

TURF OR PAVEMENT

TURN ISLAND OPTIONAL

30° R

RIGHT-OF-WAY

CENTER LINE

NOTES:

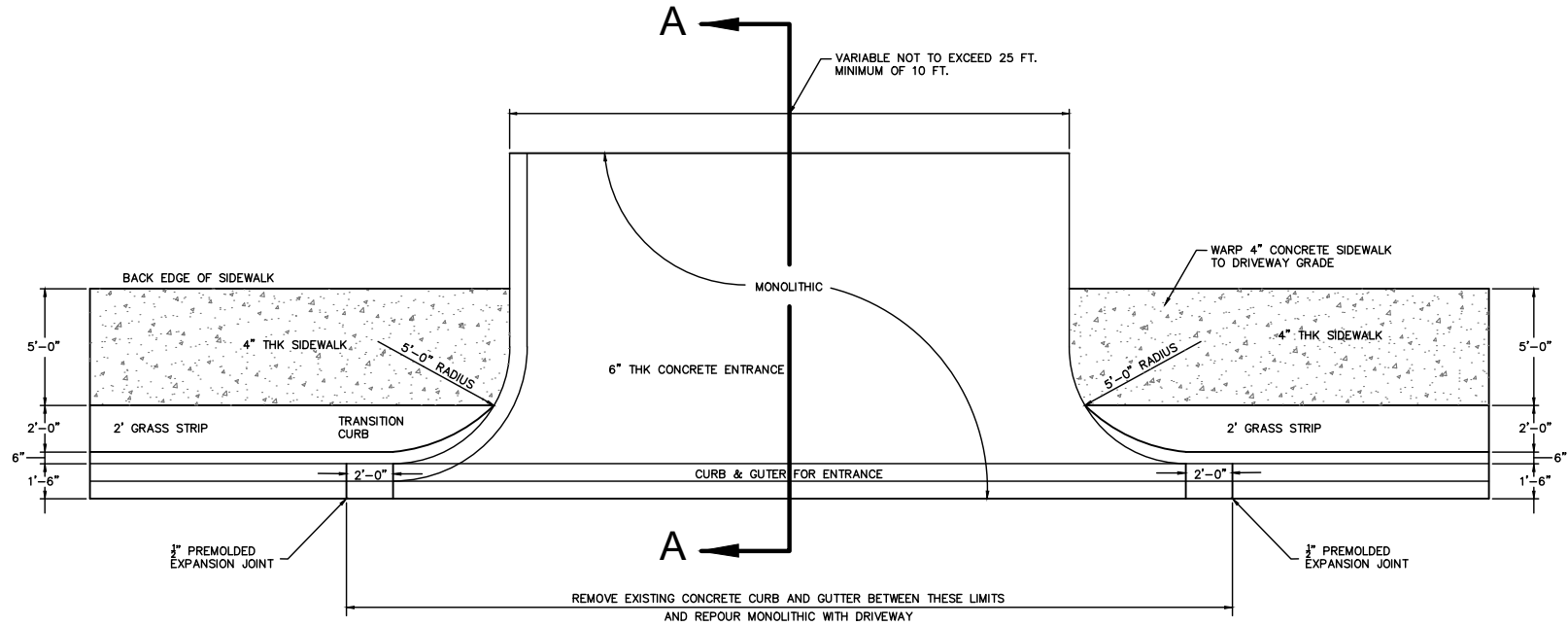
1. PRIVATE COMMERCIAL STREET WITH A MINIMUM STREET LENGTH OF 300 FEET IN ORDER FOR TURN ISLAND TO BE APPLICABLE
2. INSIDE OF ISLANDS ARE TO BE CONCRETE (4" THICK) WITH VEGETATION NOT EXCEEDING 4" HEIGHT.
3. DEVELOPER TO MAINTAIN ()

* ADDITIONAL WIDENING MAY BE REQUIRED

1. PRIVATE COMMERCIAL STREET MUST HAVE A MINIMUM LENGTH OF 300 FEET IN ORDER FOR THIS DRIVEWAY DETAIL TO BE APPLICABLE
2. INSIDE OF ISLANDS ARE TO BE BACKFILL WITH PORTLAND CEMENT CONCRETE (4" THICK), OR GRASSED, OR PLANTED WITH VEGETATION NOT EXCEEDING TWENTY-FOUR INCHES IN HEIGHT.
3. DEVELOPER TO MAINTAIN GRASSED OR PLANTED ISLAND.

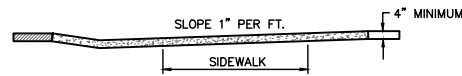
* ADDITIONAL WIDENING MAY BE REQUIRED.





ALL CONCRETE SHALL BE 3000 PSI

PLAN



SECTION A-A



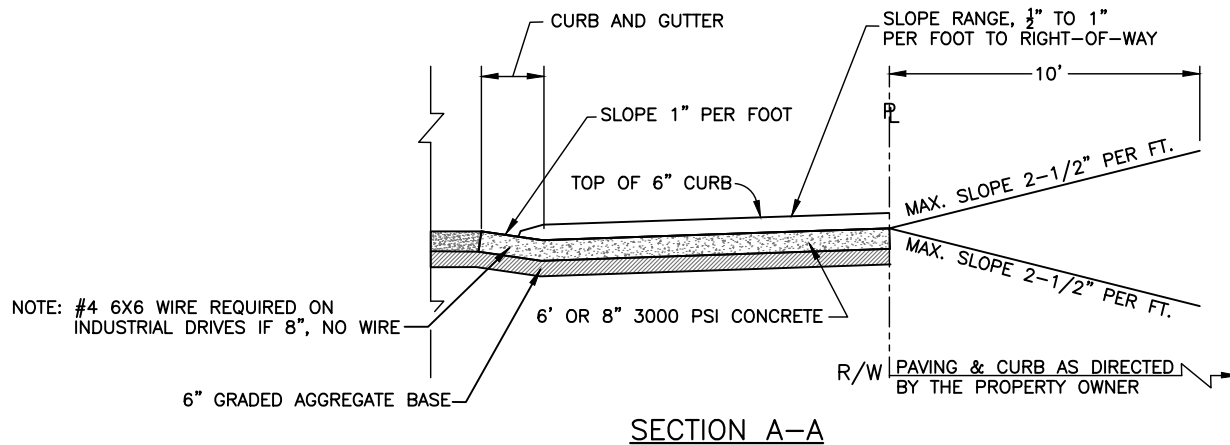
CITY OF NORCROSS

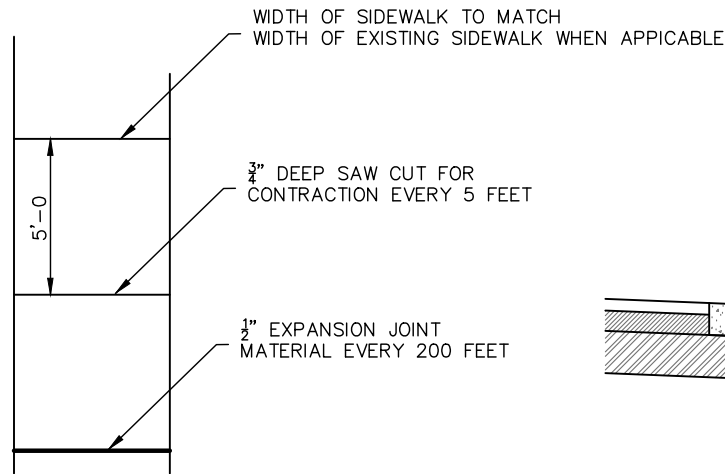
65 LAWRENCEVILLE ST.
NW, NORCROSS, GA 30071

STANDARD DETAILS

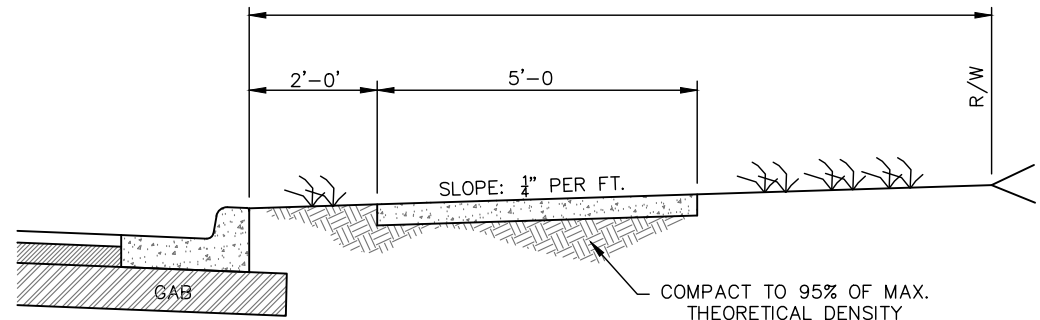
RESIDENTIAL DRIVEWAY ENTRANCE WITH SIDEWALK

312

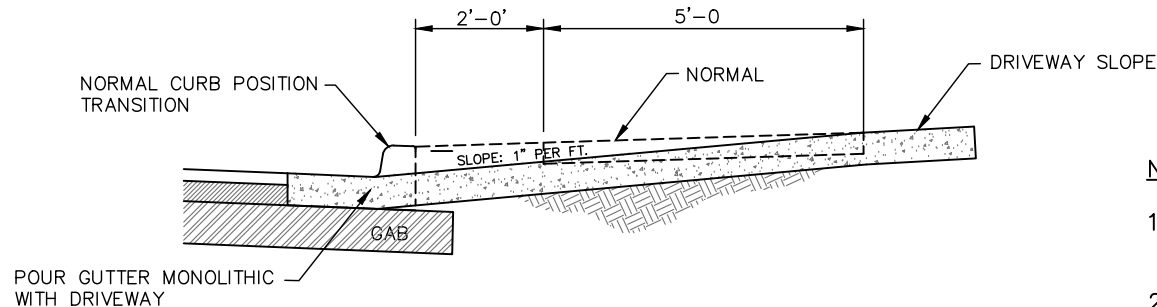




PLAN
N.T.S.



TYPICAL SECTION OF 5'-0" SIDEWALK
N.T.S.



SIDEWALK SECTION AT DRIVEWAY
N.T.S.

NOTES:

1. SIDEWALK TO BE CONSTRUCTED OF 3000 PSI CONCRETE AT 28 DAYS.
2. SIDEWALK TO BE 4 INCHES (4") THICK.
3. 1/2" PREMOLDED EXPANSION JOINT REQUIRED AT ALL DRIVEWAYS, CURB, ETC.

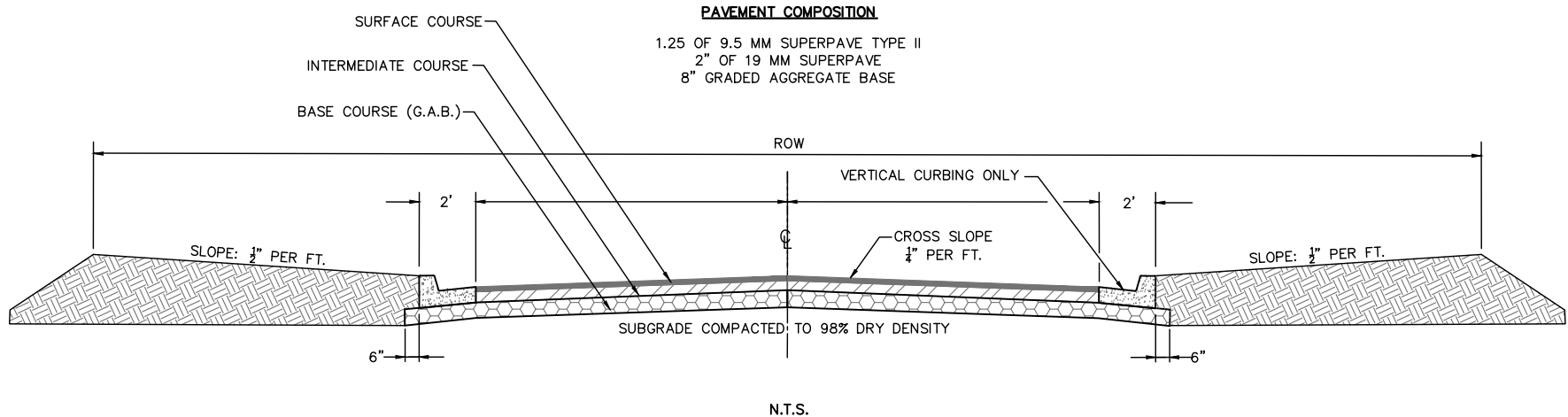


CITY OF NORCROSS
65 LAWRENCEVILLE ST.
NW, NORCROSS, GA 30071

STANDARD DETAILS

TYPICAL SIDEWALK SECTION

315



LOCAL OR MINOR COLLECTOR STREETS IN RESIDENTIAL SUBDIVISIONS
(STANDARD RESIDENTIAL SUBDIVISION STREET, SEE UDO FOR WIDTHS WITHIN
OSC, TND, AND MIXED-USE DISTRICTS)

NOTES:

1. ANY AREAS OF INADEQUATELY COMPACTED FILL OR UNSUITABLE MATERIAL OF ANY NATURE SHALL BE REMOVED AND REPLACED WITH SUITABLE FILL IN WELL COMPACTED LAYERS TO AT LEAST 98% OF MAXIMUM DENSITY (AASHTO T-99), BEFORE ANY TYPE OF PAVING IS APPLIED.
2. NO CONTRACTOR SHALL BEGIN TO APPLY PAVING WITHOUT A RELEASE FROM THE DEPARTMENT, AND WILL BE HELD RESPONSIBLE FOR REPLACING ANY PAVING, BASE AND SUBGRADE WHICH MAY FAIL BECAUSE OF INADEQUATE SUBGRADE CONDITIONS, AS WELL AS FOR ORDINARY PAVING DEFICIENCIES.
3. VERTICAL CURBING ONLY – TO BE 6"x24"x12"



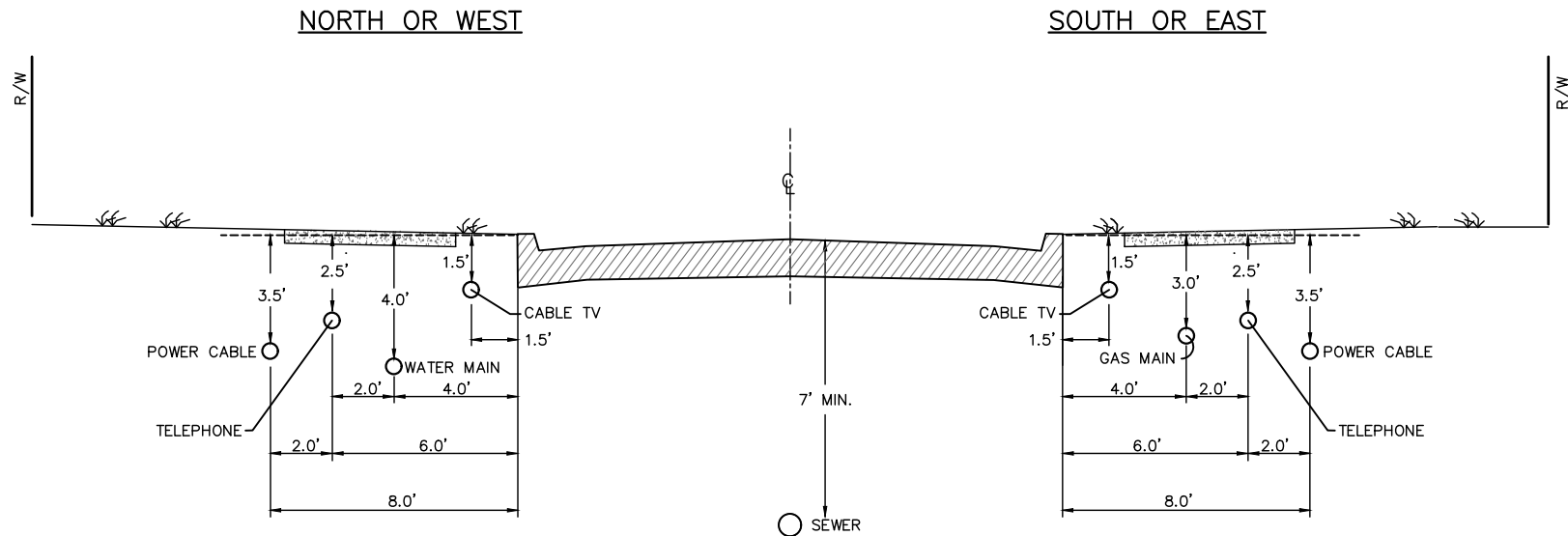
CITY OF NORCROSS

65 LAWRENCEVILLE ST.
NW, NORCROSS, GA 30071

STANDARD DETAILS

**RESIDENTIAL SUBDIVISION
STREET**

402

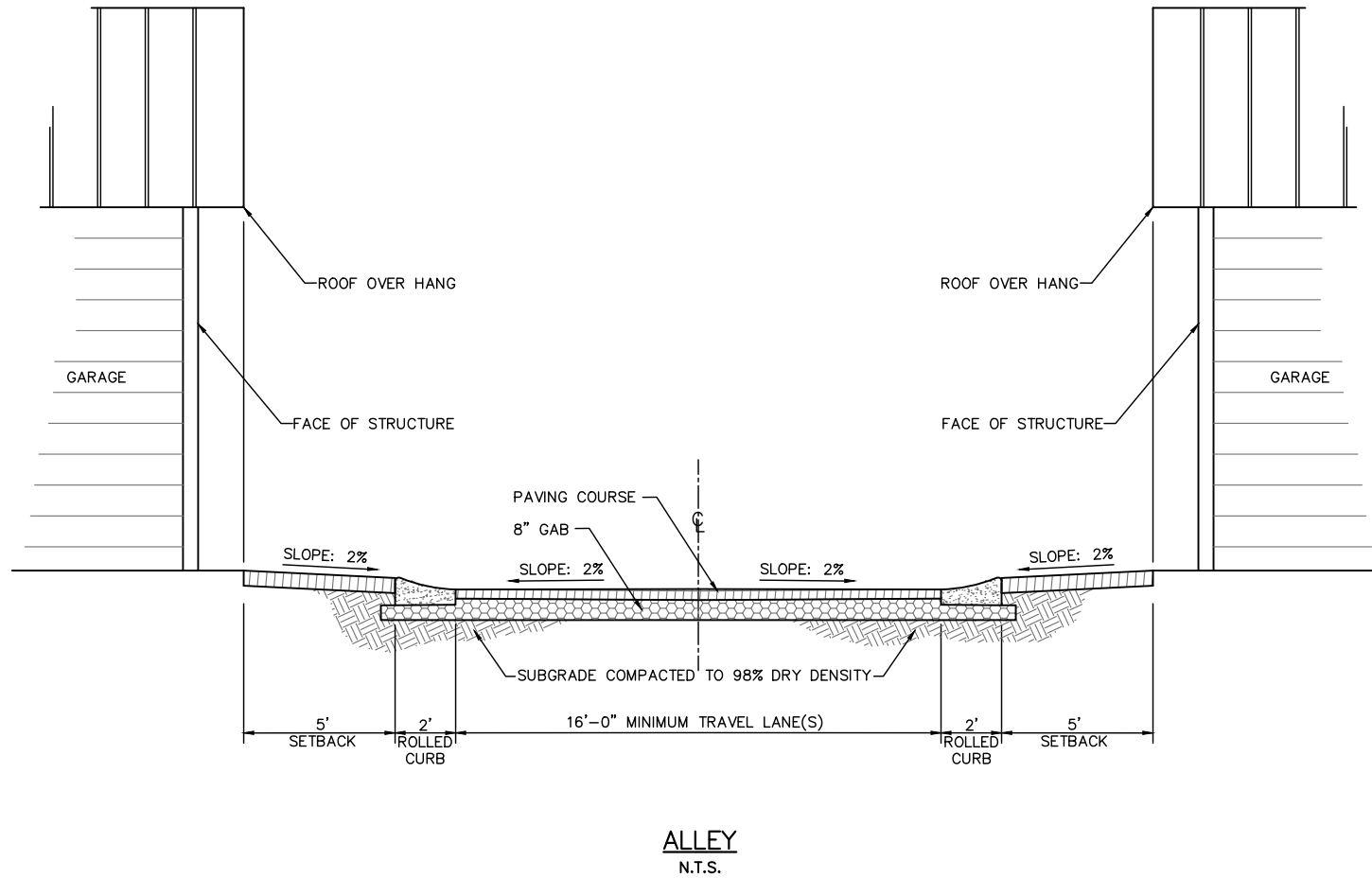
**NOTES:**

1. THIS STANDARD DETAIL IS TO BE USED FOR UTILITY LOCATIONS WITHIN THE RIGHT-OF-WAY OF SUBDIVISIONS ONLY.
2. BEFORE ANY UTILITY IS INSTALLED, THE ENTIRE WIDTH OF THE RIGHT-OF-WAY SHALL BE ROUGH GRADED. SEE DEVELOPMENT REGULATIONS FOR TIMING OF WATER SYSTEM INSTALLATION.
3. IN GENERAL, THE DEEPEST UTILITIES SHOULD BE INSTALLED FIRST TO MINIMIZE ANY POSSIBLE INTERFERENCE WITH LATERALS OR SERVICES LINES.
4. IN CUL-DE-SAC OR EYEBROW TURNAROUNDS, THE DIMENSIONS FROM THE CURB SHALL VARY. HOWEVER, THE STANDARD UTILITY SPACING SHALL BE MAINTAINED.
5. BACKFILL OF ALL UTILITY TRENCHES CONSTRUCTED IN THE ROADWAY SHOULDER SHALL BE RETURNED TO 95% COMPACTION.
6. EACH UTILITY SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE THEY CREATE TO OTHER UTILITY LINES, OR TO THE STREET IMPROVEMENTS WITHIN THE RIGHT-OF-WAY. NO UTILITY SHALL BE RESPONSIBLE FOR DAMAGES TO ANOTHER UTILITY WHICH IS LOCATED OUTSIDE THEIR ASSIGNED SPACE.
7. ANYONE DIGGING IN THE RIGHT-OF-WAY SHALL CALL 811 TO HAVE UTILITIES LOCATED.
8. THIS DETAIL IS FOR GENERAL GUIDANCE ONLY. THE CONTRACTOR SHALL COORDINATE WITH EACH UTILITY PROVIDER AND OBTAIN THEIR APPROVAL.

**CITY OF NORCROSS**

65 LAWRENCEVILLE ST.
NW, NORCROSS, GA 30071

STANDARD DETAILS**UTILITY PLACEMENT
IN RIGHT-OF-WAY****501**



CITY OF NORCROSS

65 LAWRENCEVILLE ST.
NW, NORCROSS, GA 30071

STANDARD DETAILS

ALLEY WAY TRAVEL LANE

A01



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

City of Norcross

Legislation Details (With Details)

File #:	25-7416	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/2/2025 6:30 PM	In Control:	Mayor and Council
Title:	White Squirrels of Norcross – Authorize Purchase of Third White Squirrel Sculpture in FY 2024/2025 and Up to Four in FY 2025/2026		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - White Squirrels of Norcross – Authorize Purchase of Third White Squirrel Sculpture in FY 2024-2025 and Up to Four in FY 2025-2026](#)

Title

White Squirrels of Norcross – Authorize Purchase of Third White Squirrel Sculpture in FY 2024/2025 and Up to Four in FY 2025/2026

Drafter

Elizabeth Simpson

Motion

A motion to Authorize the purchase of one (1) additional White Squirrel sculpture in FY 2024/2025, increasing the total order from two (2) to three (3) sculptures.

A motion to Authorize the purchase of up to four (4) additional sculptures in FY 2025/2026.



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

AGENDA REPORT

To: Mayor and Council

From: Elizabeth Simpson, Norcross Public Arts Commission (NPAC)

Meeting Date: September 2, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7416

Title: White Squirrels of Norcross – Authorize Purchase of Third White Squirrel Sculpture in FY 2024/2025 and Up to Four in FY 2025/2026

CC: Eric Johnson, City Manager

Recommendation

Authorize the purchase of one (1) additional White Squirrel sculpture in FY 2024/2025, increasing the total order from two (2) to three (3) sculptures.

Authorize the purchase of up to four (4) additional sculptures in FY 2025/2026.

Background

The White Squirrels of Norcross project is a public art initiative designed to enhance the City's sense of place and cultural identity. NPAC previously received Council approval to purchase two (2) White Squirrel sculptures from Cherryllion Studios.

Following a review of current fiscal year expenditures, NPAC has determined that sufficient funds remain in the FY 2024/2025 project budget to purchase a third sculpture without requiring a budget amendment.

Additionally, the FY 2025/2026 budget includes funding for the project, which, combined with ongoing fundraising efforts, will allow NPAC to continue expanding the installation with up to four (4) additional sculptures.

Financial Impact

The FY 2024/2025 White Squirrels of Norcross project is fully funded, requiring no additional allocation at this time. Through fundraising efforts, combined with the \$7,000 budgeted for FY 2025/2026, NPAC anticipates being able to finance the purchase of at least four (4) additional sculptures.

- Third Sculpture (FY 2024/2025): \$3,150.00
- Four Additional Sculptures (FY 2025/2026): \$12,600.00, combined with fundraising efforts.

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

1. Continues to define Norcross' sense of place



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

City of Norcross

Legislation Details (With Details)

File #:	25-7417	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/2/2025 6:30 PM	In Control:	Mayor and Council
Title:	Accept and Appropriate Grant Funds – Norcross Forever Stamps Projects		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Accept and Appropriate Grant Funds - Norcross Forever Stamps Projects](#)

Title

Accept and Appropriate Grant Funds – Norcross Forever Stamps Projects

Drafter

Jon Robinson

Motion

A motion to Accept and Appropriate 50% of grant funds received from Explore Gwinnett for the installation of the Norcross Forever Vinyl Wraps project.



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

AGENDA REPORT

To: Mayor and Council

From: Jon Robinson, Finance Director

Meeting Date: September 2, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7417

Title: Accept and Appropriate Grant Funds – Norcross Forever Stamps Projects

CC: Eric Johnson, City Manager

Recommendation To accept and appropriate 50% of grant funds received from Explore Gwinnett for the installation of vinyl wraps project.

Background Norcross Public Arts Commission is collaborating with Public Works and Gwinnett County to complete a two-to-three-year initiative dedicated to enhancing community engagement. This initiative aims to inspire stamp-collecting activities for individuals and families of all ages. The City of Norcross will be the pioneer city to implement vinyl wraps on utility boxes located strategically throughout the city designed as postage stamps. This project aims to illuminate local history and the unique characteristics of the city.

Financial Impact This is 50% (\$5,000.00) of the total grant funds approved by Explore Gwinnett. The funds will be used to offset the costs of the program.

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

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

Attachments

None



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

City of Norcross

Legislation Details (With Details)

File #:	25-7421	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/2/2025 6:30 PM	In Control:	Mayor and Council
Title:	Award of Contract for 2025 Road Resurfacing Phase 2		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Award of Contract for 2025 Road Resurfacing Phase 2](#)
2. [City of Norcross 2025 Road Resurfacing Phase 2 - Listing](#)
3. [Bid Tabulation – ITB PW 25-14](#)
4. [Contract Agreement – The Scruggs Company dba Sunbelt Asphalt Surfaces, Inc](#)
5. [ITB Packet - 2025 Road Resurfacing Phase 2 \(ITB PW 25-14\)](#)

Title

Award of Contract for 2025 Road Resurfacing Phase 2

Drafter

Len Housley

Motion

A motion to Approve/Deny contract for 2025 Road Resurfacing Phase 2 between the City of Norcross and The Scruggs Company dba Sunbelt Asphalt Surfaces, Inc.



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

AGENDA REPORT

To: Mayor and Council
From: Len Housley, Public Works Director
Meeting Date: September 2, 2025 – Regular Council Meeting (RCM)
Item No.: 25-7421
Title: Award of Contract for 2025 Road Resurfacing Phase 2
CC: Eric Johnson, City Manager

Recommendation

Approve contract for 2025 Road Resurfacing Phase 2 between the City of Norcross and The Scruggs Company dba Sunbelt Asphalt Surfaces, Inc.

Background

The Public Works department issued a second invitation to bid (ITB PW 25-14) for the 2025 road resurfacing program. The scope for ITB PW 25-14 includes 19 roads. The original deadline of August 22, 2025, at 12:00pm was extended to August 26, 2025, at 12:00pm to accommodate additional requirements. The city received 12 total bids, and Sunbelt Asphalt Surfaces was the most responsive and responsible lowest bidder. In addition to submitting the lowest bid, Sunbelt Asphalt Surfaces, Inc. complied with the specification guidelines, showed evidence of experience and qualifications, and provided proof that they are qualified to carry out the scope of work.

A representative from the Gwinnett County Department of Planning and Development reviewed to verify that the CDBG certifications provided by the firm were completed in their entirety. 12 of the 19 roads in the project scope are eligible for CDBG funding, and FFY25 funds will be applied to Western Hills Court, Ballard Way, Crest Hollow Court, Executive Way, and Crest Trace Court.

Financial Impact

FY26 approved budget for ITB PW 25-14 is \$2,330,000; consisting of 3 funding sources. Bid amount is \$1,616,153.00 (\$250,000 to be reimbursed via FFY25 CDBG funding)

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

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

Attachments

City of Norcross 2025 Road Resurfacing Phase 2 – Listing
 Bid Tabulation – ITB PW 25-14
 Contract Agreement – The Scruggs Company dba Sunbelt Asphalt Surfaces, Inc
 ITB Packet - 2025 Road Resurfacing Phase 2 (ITB PW 25-14)

City of Norcross
2025 Road Resurfacing Program – Phase 2

Street Name	PCI Rating	Feet	Paving Cost	Cumulative Cost
Western Hills Court	4.28	265.2	\$28,615.00	
Balard Way	3.86	678.7	\$70,163.00	\$98,778.00
Crest Hollow Court	3.85	195.0	\$20,326.00	\$119,104.00
Executive Way	3.79	1083.0	\$111,838.00	\$230,942.00
Crest Trace Court	3.79	113.3	\$13,627.00	\$244,569.00
Wexford Lane	3.76	1221.2	\$145,879.00	\$390,448.00
Goshen Springs Road	3.75	3617.6	\$606,124	\$996,572.00
Landings Court	3.69	687.8	\$82,055.00	\$1,078,627.00
Charmaine Bend	3.57	1376.8	\$106,004.00	\$1,184,631.00
Rockies Court Northwest	3.52	464.6	\$35,688.00	\$1,220,319.00
Davidson Drive Northwest	3.51	1167.4	\$90,348.00	\$1,310,667.00
Kimberly Lane Northwest	3.44	1264.9	\$102,500.00	\$1,413,167.00
Wexford Court	3.39	206.1	\$16,680.00	\$1,429,847.00
Hollow Ridge Lane	3.03	655.1	\$54,942.00	\$1,484,789.00
Lancelot Drive	3.09	3848.2	\$326,256.76	\$1,811,045.76
Sharon Drive Northwest	3.09	795.7	\$67,572.90	\$1,878,618.66
Oak Cove	3.07	824.2	\$70,018.88	\$1,948,637.54
Queens Court Northwest	3.07	1075.9	\$91,131.50	\$2,039,769.04
Sunset Drive	3.05	3940.0	\$334,082.80	\$2,373,851.84
			\$2,373,851.84	

Denotes commercial road


Department of Public Works

345 Lively Avenue, Norcross GA 30071

Office: 678-421-2069 Fax: 770-255-2335

www.norcrossga.net

Bid Tabulation
2025 ROAD RESURFACING PHASE II
ITB PW 25-14
August 26, 2025
345 Lively Avenue, Norcross, GA 30071

Company Name	Bid Amount
Allied Paving Contractors, Inc	\$1,734,679.80
Atlanta Paving & Concrete Construction, Inc	\$1,725,764.41
Blount Construction Company Inc	\$1,788,330.65
CW Matthews Contracting Co, Inc	\$1,944,782.31
DCBC LLC	\$2,270,225.47
Georgia Paving LLC	\$2,119,061.54
Magnum Paving LLC	\$1,894,267.20
Summit Construction & Development LLC	\$1,998,999.80
Sunbelt Asphalt Surfaces, Inc	\$1,616,153.00
The Surface Masters, Inc	\$1,816,673.63

Attachment: Bid Tabulation – ITB PW 25-14 (25-7421 : Award of Contract for 2025 Road Resurfacing Phase 2)

Triple R Paving & Construction	\$1,777,805.37
Vertical Earth Inc	\$2,340,108.44

Award will be made to the ***most responsive and responsible lowest bidder***. Awards will not be automatically awarded to the lowest bidder. The City will review all bids for responsiveness and responsibility. Bidders must comply with specification guidelines, show evidence of experience and qualifications, and provide proof that they are qualified to carry out the scope of work.

***CONTRACT BETWEEN
THE SCRUGGS COMPANY dba SUNBELT
ASPHALT SURFACES, INC. AND
THE CITY OF NORCROSS
FOR 2025 ROAD RESURFACING
PHASE 2***

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Agreement for 2025 Road Resurfacing Phase 2

This Agreement, made and executed as of the 3rd day of September, 2025 by and between **The Scruggs Company dba Sunbelt Asphalt Surfaces** with a place of business at **1410 Sunbelt Way Auburn, GA 30011** (hereinafter called "Contractor") and **the City of Norcross, Georgia**, having its principal place of business at **65 Lawrenceville St., Norcross, Georgia 30071** (hereinafter called "Client"), collectively referred to herein as "Parties", provides as follows:

ARTICLE 1 – GENERAL OBLIGATIONS OF CONTRACTOR

The description of the Client's project (The "Project") and the Scope of Services as they relate to 2025 Road Resurfacing Phase 2 (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Contractor on **August 26, 2025** (the "Proposal"). The Proposal is made a part of this Agreement by reference. The Proposal includes the scope of services which complies with the requirements of the Invitation to Bid (ITB PW 25-14).

ARTICLE 2 – COMPENSATION

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

ARTICLE 3 – PAYMENTS

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

ARTICLE 4 – PERIOD OF SERVICE

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

ARTICLE 5 – CHANGE IN SCOPE OF SERVICES

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

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

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

ARTICLE 6 – STANDARD OF CARE

- A. Contractor shall perform the services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Contractor shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of *[the execution of this Agreement, submission to building authorities, or other appropriate date]*. Changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Contractor to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
- B. Following completion of its Services, if the Services provided hereunder do not conform to the applicable Standard of Care, and the same is reported to Contractor by Client in writing promptly after recognition thereof, Contractor shall, at no cost to Client, furnish all remedial services required, to the extent caused by Contractor's negligence therewith as soon as reasonably possible after receipt of such report from Client.

ARTICLE 7 – INDEMNIFICATION

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

ARTICLE 8 – LIMITATION OF LIABILITY

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

ARTICLE 9 – INSURANCE

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

ARTICLE 10 – RELATIONSHIP OF CONTRACTOR TO CLIENT

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

ARTICLE 11 – PERSONNEL

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

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

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

ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

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

ARTICLE 13 – PERMITS AND LICENSES

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

ARTICLE 14 – ADHERENCE TO LAWS

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

ARTICLE 15 – NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

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

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

1. Was known to the Contractor (and previously unrestricted) before disclosure of primary data to Contractor under this Agreement or before generation of secondary data;
 2. Is subsequently acquired by the Contractor from a third party who was not in default of any obligation restricting the disclosure of such information; or
 3. Is subsequently available or becomes generally available to the public.
- E. Notwithstanding this non-disclosure obligation, Contractor may nevertheless draw upon its experience in its future association with other Clients.

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

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

ARTICLE 17 – FORCE MAJEURE

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

ARTICLE 18 – PROJECT DELAY

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

ARTICLE 19 – [RESERVED]

ARTICLE 20 – GOVERNING LAW

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

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

- A. Client and Contractor understand and appreciate that their long-term mutual interests will be best served by affecting a rapid and fair resolution of any claims or disputes which may arise out of this Agreement. Therefore, both Parties agree to use their best efforts to resolve all such disputes as rapidly as possible on a fair and equitable basis. Towards this end, both Parties agree to develop and follow a process for presenting, rapidly assessing, and settling claims on a fair and equitable basis.
- B. Any dispute or claim arising under this Agreement cannot be resolved by the project managers for the Parties within thirty (30) days after they identified the problem, the Parties agree that either of them may refer the matter to a panel consisting of one (1) executive from each party not directly involved in the claim or dispute for review on resolution. A copy of the Agreement, agreed upon facts (and areas of disagreement), and coincides summary of the basis for each side's contentions will be provided to both executives who shall review the same, confer, and attempt to reach a mutual resolution of the issue.
- C. If the dispute cannot be resolved under the process set forth in Section B, the Parties may elect to resolve the dispute through non-binding mediation. If mediation is to be utilized, the Parties shall select a single unrelated but qualified Mediator who shall hold a hearing (not to exceed half a day) during which each party shall present its version of the facts (support, if desired, by sworn, written testimony, and other relevant documents), its assessment of damages, and its argument periods. The Parties shall provide the Mediator with copies of all documents provided to their senior executives under Section B at least ten (10) days prior to the scheduled date of the mediation hearing. The Parties may also provide the Mediator with copies of any laws or regulations that they feel are relevant to the dispute. A copy of the Agreement and any disputed purchase orders will be provided to the Mediator. Formal written arguments, legal memorandum, and live testimony are discouraged but may be permitted at the discretion of the Mediator. Both Parties agree to make any involved employees or documents available to the other party for its review and use in preparing its position under this clause without the need for subpoena or other court order.

- D. Following the mediation, the Mediator will meet with both Parties and provide each of them, on a confidential basis, with his/her views of the strengths and weaknesses of their respective positions. The Parties will then reconvene and, with the assistance of the Mediator, attempt to resolve the matter. If the Parties cannot achieve resolution on the day of the mediation hearing or within forty-eight (48) hours thereafter, the Mediator will within fifteen (15) additional days issue a written non-binding decision on the issue.
- E. If the matter has not been resolved utilizing the processes set forth above and the Parties are unwilling to accept the non-binding decision of the Mediator, either or both Parties may elect to pursue resolution through litigation. In the event of any litigation between the Parties, it is agreed and stipulated that the case shall be heard and decided by the court, without a jury.
- F. The costs of the Mediator shall be borne equally by the Parties. Each Party will bear its own cost of mediation.

ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS

- A. All work shall be completed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. Contractor may at its discretion engage subcontractors to perform work hereunder provided Contractor shall promptly and fully pay said subcontractor and, in all instances, remain responsible for the proper completion of this contract.
- C. Contractor agrees to carry and pay for all workers compensation, public liability, property damage, unemployment compensation insurance and payroll taxes as required by law. Contractor warrants it is insured for injury to its employees and others working on the project through a worker's compensation policy. Contractor further warrants it maintains a comprehensive liability policy insuring against any damages or claims as a result of the acts of the Contractor or its employees and subcontractors in the amount of one million dollars (\$1,000,000) per occurrence. Contractor shall supply current declaration pages for such insurance at the execution of this Agreement.
- D. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
- E. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or unavailability of materials.

- F. Contractor warrants all work for a period of twelve (12) months following completion and shall replace and/or repair any faulty or defective work or material including trees and plant materials.
- G. Contractor has familiarized itself with the nature and extent of the Agreement, work, locality, and with all local conditions and Federal, State, and Local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work. Contractor is aware that it must be licensed to do business in the State of Georgia.
- H. No assignment by Contractor of any rights under or interests in the Agreement will be binding on the other Party hereto without the written consent of the Party sought to be bound.
- I. Contractor and any hired subcontractors shall adhere to all Community Development Block Grant (CDBG) requirements outlined in the CDBG Grant Certifications that were signed and submitted as part of the Proposal.
- J. The Contractor further represents as follows:

ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS

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

To Contractor

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

To Client

Original to: Len Housley

Position: Public Works Director

Address: 345 Lively Avenue

Norcross, GA 30071

Copy to: Donald Maxwell

Position: Streets & Stormwater Superintendent

Address: 345 Lively Avenue

Norcross, GA 30071

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

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

ARTICLE 24 – MISCELLANEOUS

- A. *Waiver.* Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limits, or waive such Parties' rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.
- B. *Severability.* Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.
- C. *Rights and Remedies.* The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the services performed by the Contractor here under are the exclusive remedies of the Parties.
- D. *Transfer of Ownership.* client represents that either it is the sole owner of the facilities which are the object of the services or that is authorized to bind and does bind all owners of such facilities to the releases and limitations of liability set forth in this Agreement. client further agrees that any future recipient of any interest in the facilities and the services will be bound by such releases and limitations of liability such that the total aggregate liability of Contractor to client and such recipients shall not exceed the limits of liability set forth in this Agreement.
- E. *Publicity.* Neither of the Parties shall make any press release, news disclosure or other advertising related to the project that includes the name of the other party without first obtaining the written approval of the other party.
- F. *Entirety of Agreement.* This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

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

Contractor

(Signature)

(Printed name)

(Title)

(DATE)

Client (City of Norcross)

Craig Newton, Mayor
(Signature)

Craig Newton, Mayor
(Printed name)

Attest:

Monique Lang, City Clerk

(DATE)

(SEAL)

** Appendices A & B are extracted from the firm's proposal*

APPENDIX A – SCOPE OF SERVICES FOR 2025 ROAD RESURFACING PHASE 2

APPENDIX C**ITB PW 25-14****STATEMENT OF QUALIFICATIONS AND EQUIPMENT**

- A.** The Scruggs Company d.b.a. Sunbelt Asphalt Surfaces, Inc.
- B.** 1410 Sunbelt Way, Auburn, Ga. 30011, clay@sunbeltasphalt.com, Jason Mulkey
678-614-0481
- C.** The Scruggs Company 1964
The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc. 2024
- D.** See attached "Project Staff" page.
- E.** See Attached similar projects.

F. See attached Work on Hand.

G. Gwinnett County Residential Districts 1,2,4 - \$18,180,702.50 4/4/25

Barrow County 2025 TSPLOST - \$4,432,123.45 5/28/25

H. No

I. No

J. No

K. 1 Year

L. No, Our Professional Liability policy is a Claims-Made policy and only applies to claims made during the policy period (10/01/24 – 10/01/25).

M. See attached for implementation plan.

N. See Attached Equipment List.

O. Peek Pavement Markings, LLC – Striping Subcontractor, GTG Traffic Signals – Traffic Signal Subcontractor

Project Staff

Operations Manager – David Edgar – 16 Years Experience in Asphalt Paving

Asphalt Division Manager – Rennie Richardson – 30 Years Experience in Asphalt Paving

Grading Division Manager – Matthew Hendrix – 15 Years Experience in Asphalt Paving

Paving Superintendent - Arnulfo Villanueva - 15 Years Experience in Asphalt Paving

Safety Manager – Alex Patterson – 5 Years Experience In Safety Management

Division Operations VP – Mark Edgar – 25 Years Experience in Asphalt Paving

List of Similar Projects

1. Barrow County RFB2025-29 2025 TSPLOST PAVING \$4,432,123.45
2. Gwinnett County Residential Resurfacing \$18,180,702.50
3. City of Lawrenceville 204 Annual LMIG Resurfacing \$1,469,000.05

Job Name	Customer	Contract Amount	Completion Date
Riverside Ridge Sub	Coffman Grading	\$ 738,302.70	2025
Claret Village	Cambridge	\$ 1,674,684.38	2025
Sweetgum Townhomes	Expo Homes, LLC	\$ 268,500.10	2025
Georgia Power Phase 2	F.M. Kitchens	\$ 375,612.06	2025
Spring Hill Suites	F.M. Kitchens Construction	\$ 175,322.40	2025
Hickory Grove Sub.	Stanley Martin Homes	\$ 626,307.25	2026
Towns at Enclaves	McKinley Homes	\$ 81,392.00	2026
Kimball Bridge Road Tract Topping	Toll Brothers	\$ 152,282.95	2025
Fern Park Town Homes	SKH Enterprises, LLC	\$ 380,353.51	2025
Parkstone ROW	SKH Enterprises, LLC	\$ 150,112.00	2025
McGinnis Ferry GMP Project	New South Construction	\$ 897,291.11	2025
Beacon at Old Peachtree Unit 3	Coffman Grading	\$ 771,094.60	2026
Beacon at Old Peachtree Unit 4	Coffman Grading	\$ 1,079,345.95	2026
Magnolia Bluff	A.L. Grading	\$ 205,637.25	2025
Coal MTN Townhomes	Toll Brothers	\$ 1,312,588.00	2026
Publix #1768	RVW Smith	\$ 1,287,048.35	2025
Candlewood Suites	Four Star Builders	\$ 162,608.85	2025
Gwinnett Major Rds West	Gwinnett County	\$ 4,494,675.00	2025
Gwinnett Major Rds South	Gwinnett County	\$ 3,151,925.00	2025
Hidden Fields Phase 2	SKH Enterprises, LLC	\$ 616,879.03	2025
Gwinnett County Residential	Gwinnett County	\$ 18,180,702.50	2025
Harbins 316 Apartments	Batson Cook	\$ 1,289,112.35	2026
Barrow County 2025 LMIG	Barrow County	\$ 3,359,345.23	2025
Rainwater Park Townhomes	Kittle Homes	\$ 341,102.05	2025
Gwinnett County Residential North	Gwinnett County	\$ 4,321,420.69	2025
Heardmont Farms	A.L. Grading	\$ 1,664,221.81	2026
Barrow County TSPLOST	Barrow County	\$ 4,432,123.45	2025
Allatoona High School	A.L. Grading	\$ 1,211,408.50	2025

The Stables at Ewing Chapel	SKH Enterprises, LLC	\$	369,215.25	2025
GDOT SR324	GDOT	\$	982,139.46	2025
Waterside Lanier	A.L. Grading	\$	931,973.25	2026
Commerce 2025 LMIG	City of Commerce	\$	384,778.26	2025
Streamsong	A.L. Grading	\$	219,409.38	2026
Belmont Hills Topping	Cantsink, LLC	\$	102,565.20	2025
Annsbury Park Sub	Coffman Grading	\$	744,165.55	2025
Harmony Grove Phase 2C	Schmit & Associates	\$	81,040.00	2025
Brickhaven Row	BBC, LLC	\$	294,442.45	2025
Loganpointe Townhomes	Century Homes	\$	192,460.90	2025
Perimeter Summit Apartments	New South Construction	\$	134,910.00	2026
Hampton Inn	Quality Oil Company LLC	\$	216,243.72	2025
Amberly Chase	SKH Enterprises, LLC	\$	391,924.25	2025
Amberly Ridge	SKH Enterprises, LLC	\$	558,247.85	2026
Villages at Bethesda	SKH Enterprises, LLC	\$	624,727.15	2026

Implementation Plan – PW25-14 Road Resurfacing (City of Norcross, GA)

Project Overview:

The purpose of the PW25-14 Road Resurfacing project is to mill, patch, and repave 19 identified roads within the City of Norcross. The goal is to restore safe and functional road conditions that meet city and GDOT standards, while minimizing disruption to local traffic and maintaining consistent communication with city officials and residents.

Project Duration:

Estimated Duration: 65 calendar days

Project Phases and Timeline

Phase	Description	Duration
Phase 1: Pre-Construction & Mobilization	Finalize submittals, schedule notifications to public/residents, mobilize crews and equipment.	Days 1–10
Phase 2: Milling Operations	Mill existing pavement on all designated roads. Milling will be sequenced to allow for temporary traffic control and access to homes/businesses.	Days 10–35
Phase 3: Asphalt Patching	Identify and patch all required areas.	Days 15–35 (overlaps milling)
Phase 4: Resurfacing (Paving)	Apply new asphalt surface per city specs. Roads will be paved in logical geographic groupings to maximize efficiency.	Days 35–50
Phase 5: Striping & Final Touches	Install thermoplastic striping and raised pavement markers. Complete site cleanup and perform a final punch list walk with the city.	Days 50–65

Personnel & Equipment Resources

- **Project Manager:** David Edgar – Oversees daily progress, coordinates with city inspectors, and ensures milestones are met.

- **Foreman & Crew Leads:** Oversee on-site milling, patching, paving, and traffic control operations.
 - **Traffic Control Team:** Set up flaggers, signage, and detours as needed in accordance with MUTCD standards.
 - **Equipment:** Milling machines, asphalt pavers, tandem and tri-axle dump trucks, rollers, plate compactors, tack coat distributor, striping truck.
-

Traffic Control & Public Notification

- A **Traffic Control Plan** will be submitted and approved prior to mobilization.
 - **Advance Notice** will be provided 48–72 hours before work begins on each road.
 - Roads will remain accessible to emergency vehicles and residents during operations.
-

Quality Control & Inspection

- Asphalt mix will be sampled and tested per GDOT standards.
 - Work will be coordinated with city inspectors for daily sign-offs on completed sections.
 - Surface tolerances and compaction will be verified before proceeding to next phases.
-

Quantity	Description and Capacity of Items	Age of Item	Purchase Price	Depreciation	Book Value
1	LeeBoy 8520	2 Years	115,000.00	4,791.67	110,208.33
1	Road Tec 195	14 Years	84,800.00	33,213.33	51,586.67
1	Road Tec 150	16 Years	104,288.60	104,288.60	0.00
1	2019 LeeBoy Paver 8520 #6257	3 Years	164,975.29	53,616.97	111,358.32
1	2020 LeeBoy 8530 #5712	2 Years	184,254.00	32,244.45	152,009.55
			653,317.89	228,155.02	425,162.87

Quantity	Description and Capacity of Items	Age of Item	Purchase Price	Depreciation	Book Value
1	2021 Dynapac 2500D #2041	1 Year	120,391.16	18,058.67	102,332.49
1	SAKAI SV540D BASE ROLLER	6 Years	108,317.27	108,317.27	0.00
1	2017 Sakai Roller #30220	6 Years	38,604.53	28,953.41	9,651.12
1	2018 Sakai Roller #30155	5 Years	86,557.65	32,459.14	54,098.51
1	118 HAMM #1549	12 Years	36,273.00	36,273.00	0.00
1	119 HAMM #0560	12 Years	49,327.00	49,327.00	0.00
1	71 2007 DYNAPAC CA 150D COMPACTOR	16 Years	68,888.74	68,888.74	0.00
1	72 2007 ROSCO TRUPAC #49204	16 Years	50,387.07	50,387.07	0.00
1	74 HAMM HD70 #30608	13 Years	63,388.00	63,388.00	0.00
1	58 2007 DYNAPAC CCI42 60213596	16 Years	32,977.30	32,977.30	0.00
1	129 2008 SAKAI SV400D	15 Years	35,082.99	35,082.99	0.00
1	134 14 LEEBOY 420 #7583	7 Years	26,322.00	26,322.00	0.00
1	135 14 SAKAI SW-320 #40303	7 Years	34,133.00	34,133.00	0.00
1	DYNAPAC Roller#88482	1 Year	96,941.63	807.85	96,133.78
1	Sakai roller	15 Years	10,000.00	10,000.00	0.00
1	51 03 VIBROMAX #2909	20 Years	21,935.00	19,528.28	2,406.72
1	2005 LeeBoy 420 Roller #44099	18 Years	32,100.00	10,700.00	21,400.00
			911,626.34	625,603.72	286,022.62

Quantity	Description and Capacity of Items	Age of Item	Purchase Price	Depreciation	Book Value
1	2020 Leeboy Motor Grader #9231	1 Year	144,912.39	6,038.02	138,874.37
1	2017 LEEBOY 685C GRADER	6 Years	136,284.57	136,284.57	0.00
1	61 2003 VOLVO G710VHP #33846X	20 Years	45,000.00	45,000.00	0.00
1	52 '05 JD 670CH #1928	18 Years	78,750.00	71,904.58	6,845.42
1	53 '05 JD RD688S #1601	18 Years	63,000.00	57,170.17	5,829.83
1	CAT Track Loader #32271	5 Years	71,180.53	42,753.87	28,426.66
1	CAT Track Loader #3537	5 Years	78,110.40	46,916.23	31,194.17
1	289D3 Cat Loader #2374	3 Years	80,446.88	20,782.11	59,664.77
1	246D3 Cat Skid Steer #0540	3 Years	56,938.98	14,709.24	42,229.74
1	Track Loader and Skid Steer Loader#96	1 Year	177,727.00	0.00	177,727.00
1	2017 Mecalac Excavator	5 Years	97,344.32	36,504.11	60,840.21
			1,029,695.07	478,062.90	551,632.17

Quantity	Description and Capacity of Items	Age of Item	Purchase Price	Depreciation	Book Value
1	2014 Pneumatic Bulk Trailer	9 Years	31,320.03	9,396.01	21,924.02
1	Portable Cement Silo	18 Years	25,000.00	7,500.00	17,500.00
1	2019 Cementech	4 Years	30,257.27	17,650.07	12,607.20
1	2020 Concrete Truck	3 Years	221,701.05	64,662.82	157,038.23
1	2020 Concrete Truck	3 Years	221,169.68	64,507.83	156,661.85
1	2022 Freighliner & Cementech	1 Year	288,684.23	38,491.23	250,193.00
			818,132.26	202,207.96	615,924.30

Quantity	Description and Capacity of Items	Age of Item	Purchase Price	Depreciation	Book Value
1	2005 WIRTGEN W2000 #0670	17 Years	100,100.00	76,609.87	23,490.13
1	2018 BOMAG Milling Machine #1027	5 Years	286,500.00	62,075.00	224,425.00
1	4' FLATLINER	8 Years	54,341.12	41,878.89	12,462.23
1	Cold Planner PC306	2 Years	21,738.00	6,883.70	14,854.30
1	2006 Bomag MPH362R-2	17 Years	31,153.83	31,153.83	0.00
1	MPH 100 BOMAG RECYCLER	27 Years	49,900.00	49,900.00	0.00
1	MPH 100 BOMAG RUBBER TIRE RECYCLER	25 Years	34,413.75	34,413.75	0.00
			578,146.70	302,915.04	275,231.66

Quantity	Description and Capacity of Items	Age of Item	Purchase Price	Depreciation	Book Value
1	2021 Rosco Distributor #6226	1 year	97,868.89	7,786.89	90,082.00
1	Leeboy Tack Distributor	6 Years	14,873.00	14,873.00	0.00
1	30 LEEBOY L500T #44290	16 Years	3,471.94	3,471.94	0.00
1	143 2015 LAYMOR BROOM #36412	8 Years	20,811.50	20,811.50	0.00
1	2016 Rosco Sweep Pro Broom S/N 21051	7 Years	35,310.00	1,765.50	33,544.50
1	Cat Broom #1399	5 Years	6,678.00	5,787.60	890.40
1	KOBELCO EXCAVATOR	20 Years	28,000.00	21,429.33	6,570.67
1	Kawasaki loader s/n 5042	6 Years	219,087.85	114,703.89	104,383.96
1	2011 Telehandler	14 Years	25,000.00	25,000.00	0.00
1	LinkBelt 290LX #3221340	20 Years	37,000.00	1,850.00	35,150.00
1	133 CAT 926E 8543	20 Years	28,417.50	28,417.50	0.00
1	2018 Marotta Matteo 3500 Gal Water Tar	5 Years	10,693.31	10,336.86	356.45
1	2004 MACC #9884	19 Years	22,000.00	22,000.00	0.00
1	145 1980 GROVE CRANE TR48MC	43 Years	11,101.00	11,101.00	0.00
1	41 ASTEC NOMINAL 8 X 32 DRYER	6 Years	40,561.00	40,561.00	0.00
1	42 ASTEC SPLIT LEVEL CONTROL HOUSE	6 Years	78,418.00	78,418.00	0.00
1	43 30,000 GALLON HORIZONTAL TANK	6 Years	51,377.00	51,377.00	0.00
1	ASTEC PORTABLE CRUSHING	20 Years	45,000.00	37,080.00	7,920.00
1	SILLO	6 Years	19,400.00	15,468.27	3,931.73
1	123 (3) ASPHALT PLANT	6 Years	96,862.50	96,862.50	0.00
1	FIVE BIN COLD FEED SYSTEM	6 Years	90,000.00	52,500.00	37,500.00
1	2015 Powerscreen	2 Years	117,700.00	6,808.33	110,891.67
1	31 FUEL TANKS	14 Years	2,860.00	2,860.00	0.00
1	Cummins 250QAB-919 #7938	5 Years	19,080.00	18,126.00	954.00
1	21 2000 GALLON DIESEL	16 Years	9.81	9.81	0.00
1	23 HOBART STICK WELDER	16 Years	258.17	258.17	0.00
1	24 JAVELIN LASER SN#2019	16 Years	1,423.70	1,423.70	0.00
1	25 SPRAY EQUIPMENT	16 Years	2,530.71	2,530.71	0.00
1	27 BOBCAT ATTACHMENTS	16 Years	1,002.24	1,002.24	0.00
1	50 TRAIL BOSS TRAILER #2021	16 Years	33,697.00	33,697.00	0.00
1	67 TAR STORAGE TANK	14 Years	6,500.00	6,500.00	0.00
1	78 1/4 STATIONARY LIFTS	12 Years	4,000.00	4,000.00	0.00

1	79 3/4 MOBILE LIFTS	12 Years	10,542.00	10,542.00	0.00
			1,181,535.12	749,359.74	432,175.38

Quantity	Description and Capacity of Items	Age of Item	Purchase Price	Depreciation	Book Value
1	208 KENWORTH T800 #14182	14 Years	30,635.75	30,635.75	0.00
1	2016 RAM 4500 #20377	8 Years	56,459.46	56,459.46	0.00
1	F150 #7125	7 Years	9,076.50	4,992.08	4,084.42
1	2013 F150 #4670	10 Years	15,000.00	15,000.00	0.00
1	2001 Fontaine RamXX Trailer	22 Years	28,493.32	28,493.32	0.00
1	2005 East 24 Ft Dump Trailer	17 Years	20,939.25	20,241.28	697.97
1	Kenworth Lowboy #6492	14 Years	40,000.00	35,333.33	4,666.67
1	2011 Ford F450	12 Years	21,887.01	19,333.52	2,553.49
1	F250 #4085	7 Years	41,607.22	34,672.67	6,934.55
1	F250 #2534	6 Years	79,553.70	66,294.75	13,258.95
1	F250 #1480	6 Years	45,782.36	38,151.96	7,630.40
1	F250 #1482	6 Years	45,782.36	38,151.96	7,630.40
1	2012 Freightliner #7002	11 Years	17,115.00	10,554.25	6,560.75
1	2019 F450 #9410	4 Years	52,668.57	23,700.85	28,967.72
1	F250 #66154	1 Year	62,835.80	18,850.74	43,985.06
1	2021 F150 #1374	1 Year	63,922.05	17,045.88	46,876.17
1	2021 F150 #34419	1 Year	60,535.37	13,115.99	47,419.38
1	1987 Mack DM6 #4235	36 Years	15,000.00	4,500.00	10,500.00
1	2020 Kenworth Truck #9771	2 Years	66,073.56	13,214.71	52,858.85
1	2015 F150 #35109	8 Years	14,036.53	2,573.36	11,463.17
1	2013 Peterbuilt #97795	10 Years	104,985.00	8,748.75	96,236.25
1	Sierra #03969	2 Years	54,905.59	1,830.19	53,075.40
1	2022 F150 #2716	1 Year	56,930.16	766.42	56,163.74
1	F250 #3459	1 Year	63,316.87	0.00	63,316.87
1	F150 #2137	1 Year	56,930.16	766.42	56,163.74
1	97 FORD F-350 #23308	26 Years	33,331.38	33,331.38	0.00
1	4 LEXUS BOUGHT AT AUCTION	15 Years	28,225.00	28,225.00	0.00
1	105 ISUZU SPRAY TRUCK	15 Years	12,322.79	12,322.79	0.00
1	108 2005 FREIGHTLINER	18 Years	26,750.00	26,750.00	0.00
1	111 2010 F-250 #85160	13 Years	54,064.13	54,064.13	0.00
1	04 FREIGHTLINER M2 DUMP #HM97	19 Years	21,750.00	21,750.00	0.00
1	06 1998 GMAC WATER TRUCK	25 Years	9,000.00	9,000.00	0.00
1	2000 FORD WATER TRUCK #5954	23 Years	16,000.00	16,000.00	0.00

1	132 2014 FORD F-150	9 Years	42,319.27	42,319.27	0.00
1	136 '14 FORD F-150 #9873	9 Years	32,948.54	32,948.54	0.00
1	137 '15 RAM 5500 #11584	8 Years	52,677.46	52,677.46	0.00
1	139 '07 FORD F-150 #5936	16 Years	3,843.75	3,843.75	0.00
1	140 '08 FORD F150 #8411	15 Years	7,175.00	7,175.00	0.00
1	142 2015 RAM 4500 #9603	8 Years	54,469.69	54,469.69	0.00
1	2001 CHEV C7500	22 Years	15,750.00	15,750.00	0.00
1	2011 F-250 #6333	12 Years	9,350.00	9,350.00	0.00
1	2016 FORD F-250 #44709	8 Years	58,504.66	58,504.66	0.00
1	2017 FORD F-250 #8126	6 Years	78,525.03	78,525.03	0.00
1	F-150 FROM RW	20 Years	4,600.00	4,600.00	0.00
1	2018 F150 #1485	5 Years	48,178.09	48,178.09	0.00
1	1964 Ford F150 #70783	59 Years	3,400.00	3,173.33	226.67
1	2019 Felling Trailer	4 Years	57,945.91	18,349.53	39,596.38
			1,795,602.29	1,134,735.29	660,867.00

Quantity	Description and Capacity of Items	Age of Item	Purchase Price	Depreciation	Book Value
1	Stationary Counter Flow Drum	6 years	87,000.00	49,299.87	37,700.13
1	Asphalt Plant 250 TPH	5 Years	1,125,500.41	131,067.87	994,432.54
1	ASPHALT PLANT Site Prep	6 years	205,050.00	99,107.50	105,942.50
1	Truck Scales	6 years	32,570.16	32,570.16	0.00
1	3 rd Asphalt Storage Silo	1 year	110,000.00	940.17	109,059.83
			1,560,120.57	312,985.57	1,247,135.00

References for The Scruggs Company d.b.a. Sunbelt Asphalt Surfaces, Inc.

Please provide a list of contact numbers, addresses and a contact person for at least four (4) projects completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of four (4) references where work of a similar size and scope has been completed (or in progress).

Company Name: Gwinnett County Board of Commissioners
 Description of Project: Mill/FDR/Patch/Asphalt Pave - Gwinnett County Major Roads
 Completion Date: 8/01/2024
 Contact Person: Jon Brewer
 Telephone: (770)616-9805 Fax: _____
 Email address: jon.brewer@gwinnettcountry.com

Company Name: Gwinnett County Board of Commissioners
 Description of Project: Mill/FDR/Patch/Asphalt Pave - Gwinnett County Major Roads
 Completion Date: 10/31/2023
 Contact Person: Ralph Robbins
 Telephone: (404)414-7389 Fax: _____
 Email address: Ralph.Robbins@oneatlas.com

Company Name: City of Johns Creek
 Description of Project: Mill/Patch/Asphalt Pave - Streets in the City of Johns Creek
 Completion Date: 8/31/2024
 Contact Person: David Ayers
 Telephone: (404)545-1593 Fax: _____
 Email address: David.ayers@loweengineers.com

References for The Scruggs Company d.b.a. Sunbelt Asphalt Surfaces, Inc.

Please provide a list of contact numbers, addresses and a contact person for at least four (4) projects completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of four (4) references where work of a similar size and scope has been completed (or in progress).

Company Name: Walton County Board of Commissioners
 Description of Project: Patching/Asphalt Paving Various S/D Streets in Walton County
 Completion Date: 10/31/2023
 Contact Person: John Allman
 Telephone: (770)266-1585 Fax: (770)267-1310
 Email address: jallman@co.walton.ga.us

Company Name: Barrow County Board of Commissioners
 Description of Project: Mill/Patch/FDR/Asphalt Pave Various Barrow County Roads
 Completion Date: In Progress
 Contact Person: Jessica Murray Jackson
 Telephone: (678)227-0178 Fax: _____
 Email address: jjackson@barrowga.org

Company Name: Gwinnett County Public Schools
 Description of Project: Mill/FDR/Asphalt Pave Various Gwinnett County School Parking Lots
 Completion Date: 7/15/2023
 Contact Person: Tim Culp
 Telephone: (678)614-8033 Fax: _____
 Email address: Tim.Culp@gcpsk12.org

References for The Scruggs Company d.b.a. Sunbelt Asphalt Surfaces, Inc.

Please provide a list of contact numbers, addresses and a contact person for at least four (4) projects completed (or in progress) having a similar specification and scope of work.

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

Company Name: The City of Hoschton - West Broad Street

Description of Project: Mill/FDR/Asphalt Pave @ West Broad Street

Completion Date: In Progress

Contact Person: Jerry Hood

Telephone: (404)245-0500 Fax: _____

Email address: jhood@eminc.biz

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

APPENDIX F
ITB PW 25-14
ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
<u>1</u>	<u>7/31/25</u>	<u>CS</u>
<u>2</u>	<u>8/12/25</u>	<u>CS</u>
<u>3</u>	<u>8/20/25</u>	<u>CS</u>
<u> </u>	<u> </u>	<u> </u>

☐ No addenda were received:

Acknowledged for: The Scruggs Company d.b.a. Sunbelt Asphalt Surfaces, Inc.
(Name of Firm)


Signature of Authorized Representative

Clay Johnson
Name (Print or Type)

Chief Estimator
Title

8/25/25
Date

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

The Scruggs Company d/b/a
Sunbelt Asphalt Surfaces, Inc.
4679 Old Highway 41 North
Hahira, GA 31632

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

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

OWNER:

(Name, legal status and address)

City of Norcross
Department of Public Works
345 Lively Avenue
Norcross, GA 30071

Mailing Address for Notices

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Five Percent of the Bid Amount Per Section (5% BAPS)

PROJECT:

(Name, location or address, and Project number, if any)

2025 Road Resurfacing Phase 2
ITB PW 25-14

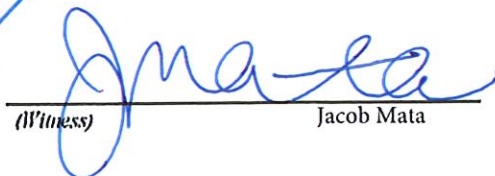
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

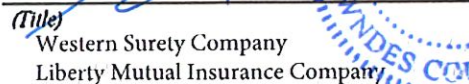
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of August, 2025


(Witness)


(Witness) Jacob Mata

The Scruggs Company d/b/a Sunbelt Asphalt Surfaces, Inc.
(Principal)  (Seal)


(Title) Western Surety Company
Liberty Mutual Insurance Company

(Surety)  (Seal)

(Title) Michael Garcia, Attorney-in-Fact
State of Incorporation: SD and MA
Limit of Liability: \$ 5% BAPS

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Jacob Boots, Stephanie Moore Harold, Melanie Salinas, Michael Garcia, Kelly M Coleman, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - In Unlimited Amounts - for any and all surety bonds and any and all consents required by the State Department of Transportation of the State of Florida, incident to the release of retained percentages and/or estimates on engineering and/or construction contracts - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of May, 2025.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of May, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of August, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8214058-022004

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Kolter; Dylan Young; Jacob Boots; Joseph R. Aulbert; Kelly M. Coleman; Marc W. Boots; Maria D. Zuinga; Melanie Salinas; Michael Garcia; Namesia Anderson; Richard Covington; Ryan Varela; Stephanie Moore Harold; Susan Golla; Vickie Lacy

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126944
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of August, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 08/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Martha Lee Hawkins / Ext 9406 PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No): E-MAIL ADDRESS: mhawkins@mcgriff.com														
INSURED The Scruggs Company dba Sunbelt Asphalt Surfaces, Inc. 4679 Old Highway 41 North Hahira, GA 31632	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B :Allied World National Assurance Company</td> <td>10690</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Arch Insurance Company	11150	INSURER B :Allied World National Assurance Company	10690	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :Allied World National Assurance Company	10690														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES
CERTIFICATE NUMBER: L8NEGNS8

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			ZAGLB9247603	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 6,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 6,000,000 GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COM/OP AGG \$ 12,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ZACAT9276803	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 6,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			03125099	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ZAWCI9966603	10/01/2024	10/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

City of Norcross-Public Works 345 Lively Ave. Norcross, GA 30071	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

****E-Verify and SAVE Public Benefit Affidavits removed for privacy***



City of Norcross
 65 Lawrenceville Street, Norcross GA 30071
 Office: 678-421-2069 Fax: 770-255-2335
www.norcrossga.net

Addendum 1

INVITATION TO BID 2025 ROAD RESURFACING PHASE 2 ITB PW 25-14

CLARIFICATIONS:

1. How many traffic loops are being installed for Item 13 'Traffic Loops – Goshen Springs Road'? Would the city consider changing the pay item to EA rather than LS.

A: The traffic loop(s) installation unit will be changed to EA. Firms should utilize the revised bid form attached to this addendum.

2. Will PG 64-22 be allowed for tack?

A: The use of any GDOT-approved material is acceptable.

3. Are we paving any turnouts/side roads on Goshen Springs Rd?

A: No, only the width of the road will be resurfaced.

4. Can you please provide an estimated tonnage of patching to be placed per street?

A: An estimated patching tonnage for the entire project has been provided. An additional estimate per individual street will not be provided.

CHANGES:

1. Pay item 13 of Appendix D, "Bid Form" has been revised as follows:

Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
13	Traffic Loops - Goshen Springs Road	Each	1		

The unit for pay item 13, Traffic Loops – Goshen Springs Road, has been changed from "lump sum" to "each." The revised bid form/bid schedule is attached.



City of Norcross
 65 Lawrenceville Street, Norcross GA 30071
 Office: 678-421-2069 Fax: 770-255-2335
www.norcrossga.net

Addendum 2 – Q&A
ROAD RESURFACING PHASE 2
ITB PW 25-14

The following changes and clarifications to the RFP are provided based on questions received and must be added/considered when completing your proposal:

1. Q: As per project scope article 1.1-P, it is requested that the contractor protects the concrete collar from adjacent structures for a minimum of 3 days with steel plates until the concrete has enough strength to withstand traffic loads. Based on our experience with other nearby municipalities and counties, these repairs can be done using faster curing mixes like GDOT 24HR + accelerant, achieving a faster and with the same quality result. Would the City allow this kind of repair in lieu of the steel plate requirements?
A: The concrete around the adjacent structure shall be protected by a steel plate until it reaches 70% (2100 psi) of its 28-day compressive strength or until 3 days have passed, whichever occurs first. If the steel plate is to be removed before 3 days, the contractor shall be responsible for testing the concrete to verify adequate strength.
2. Q: Gwinnett County Std #502 does not mention any kind of dye or coloring to the proposed concrete collars for adjacent structures. Please confirm if there's no color requirement for this item.
A: There is no coloring requirement for the concrete surrounding the adjacent structure.
3. Q: In areas where the asphalt is above the curb and gutter, should the contractor mill flush with the curb?
A: Yes.
4. Q: Will the city provide a percentage breakdown of the patching tonnage per road?
A: Yes. See change item #1 of addendum 2
5. Q: Will the contractor be required to use type 1 or type 2 subgrade?
A: Type 2
6. Q: Will the contractor be required to reclaim the gutter line?
A: The final project should be flush with the gutter except Goshen Springs Rd south bound, the final product should be 1.5" higher than gutter.
7. Q: Is there a requirement for the concrete around the structure to be square or round?

A: No, round or square is permitted.

8. Q: For Goshen Springs Road, should the 12.5 be replaced with MTV?

A: No, it is not required.

9. Q: Is type M cack sealing permitted?

A: All GDOT approved materials are permitted.

10. Q: What is the cover up time for milling?

A: As soon as possible with a maximum of 7 calendar days.

11. Q: How should the contractor navigate obstructive tree roots?

A: City staff will need to work with the contractor to identify roots and determine the approach on a case-by-case basis.

12. Q: What are the allowable work hours?

A: Monday through Friday 8:00am to 8:00pm. Any requests to work outside of this window must be made to the Public Works department.

13. Q: Is the contractor required to post notice signs?

A: Yes. Tripod signs are permitted. The contractor is advised to post well in advance due to use of street parking.

14. Q: Are there any traffic loops within the project scope?

A: Yes, traffic loops are included in the scope for Goshen Springs Road, but it is possible that the contractor may not enter the loop.

15. Q: Will the contractor be required to pave into side streets?

A: No.

16. Q: Will patching be 7-foot minimum width?

A: Yes

17. Q: The bid documents state 120 calendar days. Will the City consider granting extensions to the contract time in the event of unforeseen delays, such as inclement weather & rain?

A: Yes; however, the contractor must contact the city for a waiver for unforeseen delays.

18. Q: Please confirm that the milling of patching will be paid under the patching unit price.

A: Patching will be paid by placed asphalt tonnage; milling should be included in the price.

19. Q: Do we need to do patching work before or after milling?

A: Patching work must be done after milling.



City of Norcross
 65 Lawrenceville Street, Norcross GA 30071
 Office: 678-421-2069 Fax: 770-255-2335
www.norcrossga.net

Addendum 3 – Deadline Extension and CDBG Certification
 2025 Road Resurfacing Phase 2
 ITB PW 25-14

The following changes and clarifications to the RFP are provided based on questions received and must be added/considered when completing your proposal:

CHANGES

1. ITB Submission Deadline, change to the following:
Bid submissions are due on August 26, 2025, at 12:00 p.m. The public bid opening will take place at 12:05 p.m. on the same day.

Please see Attachment 1 of Addendum 3. The submission deadline has been extended to accommodate necessary proposal adjustments.

2. ITB Packet Overview, add the following:
“This project will be partially funded from the Gwinnett County Community Development Block Grant program and therefore services provided must comply with all applicable federal government statutory and regulatory requirements to include the Davis Bacon Act.”

Please see Attachment 1 of Addendum 3.

3. ITB Packet Section 1.3 “Bid Submission Guidelines,” add the following:
“8. CDBG Grant Certifications”

Please see Attachment 2 of Addendum 3. CDBG grant certification requirements now apply to all bid proposals. All prime contractor forms included in the document must be included in the proposal to be considered responsive. Subcontractor forms may be submitted upon selection of the vendor. SAM.gov registration shall be required upon contract execution.

ATTACHMENT 1 OF ADDENDUM 3 ITB PACKET OVERVIEW

OVERVIEW:

The City of Norcross is seeking sealed competitive bids from qualified contractors for a road resurfacing project as a part of the city's 2025 road resurfacing program.

This project will be partially funded from the Gwinnett County Community Development Block Grant program and therefore services provided must comply with all applicable federal government statutory and regulatory requirements to include the Davis Bacon Act.

All work must be completed in 120 days from when Notice to Proceed is issued and in accordance to industry specifications and standards.

The BID package should be clearly marked "ITB PW 25-14 – 2025 ROAD RESURFACING PHASE 2" on its face and submitted by **12:00 p.m. on August 26, 2025**, to the address below. Please submit two printed copies and one electronic copy (USB) of your package to:

City of Norcross – Public Works

345 Lively Avenue

Norcross, GA 30071

Attn: Charlene Marsh, Capital Projects Manager

ITB PW 25-14 – 2025 ROAD RESURFACING PHASE 2

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at

procurement@norcrossga.net by **5:00 p.m. on August 8, 2025**. A Q&A addendum will be posted within a week.

An *optional, but highly recommended* pre-bid meeting with a site visit will take place on **August 8, 2025, at 11:00 a.m.** at the Public Works department located at 345 Lively Avenue Norcross GA 30071.

BIDS will be opened and publicly read at **12:05 p.m. on August 26, 2025**, at the address noted above.

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

No BID may be withdrawn within thirty (30) days after the BID opening. Requests for withdrawals must be submitted in writing. All BIDS shall remain firm for 90 days after bid opening.

We appreciate your interest in the City of Norcross!

ATTACHMENT 2 OF ADDENDUM 3 CDBG GRANT CERTIFICATIONS



GWINNETT COUNTY
HOUSING & COMMUNITY DEVELOPMENT
CDBG PUBLIC FACILITIES CERTIFICATIONS

TO: Prospective Bidders

FROM: Gwinnett County Housing & Community Development

DATE: January 2, 2025

SUBJECT: Community Development Block Grant Public Facilities Certifications

The following CDBG Grant Certifications apply to your proposal or bid. Please complete the required information and submit with your proposal or bid.

If you have any questions, please contact:

Gwinnett County Housing & Community Development
One Justice Square, 446 West Crogan Street, Suite 420
Lawrenceville, GA 30046-2439
Telephone: 678-518-6008
Email: cdbg@gwinnettcountry.com

CDBG Certifications Applicable to This Proposal or Bid:

In accordance with the Housing and Community Development Act of 1974 [hereinafter referred to as "The Act"], as amended, and Community Development Block Grant Program regulations [24 CFR Part 570] and Consolidated Plan regulations [25 CFR Part 91], the Contractor certifies that:

- (a) Regulation Compliance - The Scope of Work for this CDBG funded project/activity will be conducted and administered in compliance with:
1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. §2000d et sec.);
 2. The Fair Housing Act (42 U.S.C. 3601-20); and
 3. Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 135.
- (b) Anti-Lobbying - To the best of its knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. Consultant will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the contract documents for all sub-consultants at all tiers and that all sub-consultants shall certify and disclose accordingly.
- (c) Drug Free Workplace - Consultant/Contractor will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's and Subcontractor's workplaces and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) Policy for maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Grantee (Gwinnett County) in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including name and position title, to the Grantee's (Gwinnett County) officer or other designee on whose contract activity the convicted employee was working. Notice shall include the identification of each affected Contract;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. The Contractor must insert in the space provided below the site(s) for the performance of work done in connection with the specific project/activity:

Place of Performance (Street address, city, county, state, zip code):

City of Norcross, Gwinnett County, Georgia, 30071

(d) Contractor will comply with the provisions of the Act and with other applicable laws.

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc.

Name of Company

Jason Mulkey Division Vice President

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

8/20/25



Contractor Information Form

Name of Project: 2025 Road Resurfacing Phase 2	SAM/CCR #: DG8LWM14CL8
DUNS #: 003299369	E-Verify #: 140055

1. Minority Owned Business (circle one):

YES NO

Note: Please circle "YES" if the owner(s) and controller(s) share(s) 51% of the business. When 51% or more is not owned and controlled by any single minority/racial/ethnic/gender/category, circle "NO".

2. Identify Race/Ethnicity:

White Americans ☒
 Black Americans _____
 Hispanic Americans _____
 Native Americans _____
 Asian/Pacific Islanders _____
 Multi-Racial/Other _____

3. Female Owned Business (circle one):

YES ☒ NO

4. Section 3 Business (circle one):

YES ☒ NO

Note: A Section 3 Business is one that can provide evidence that they meet one of the following criteria: 1) 51% or more of the business is owned by Section 3 residents (public housing resident or low- or very low-income person); 2) At least 30% of full-time employees include current Section 3 residents, or residents that were Section 3 residents within three years of the date of hire; or 3) The business can provide evidence of a commitment to subcontract to businesses that meet one of the first two qualifications.

Contractor

Name of Company: The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc.
Company Address: 1410 Sunbelt Way, Auburn, Ga. 30011.
Name of Main Contact: Jason Mulkey
Phone #: 678-614-0481
Email Address: jmulkey@sunbeltaspahlt.com

Subcontractor Information Form

Name of Project: <u>2025 Norcross Res. Phase 2</u>	SAM/CCR #: <u>U2QMFF367L6</u>
DUNS #: <u>05-100-8696</u>	E-Verify #: <u>41699</u>

1. Minority Owned Business (circle one):

YES

NO

Note: Please circle "YES" if the owner(s) and controller(s) share(s) 51% of the business. When 51% or more is not owned and controlled by any single minority/racial/ethnic/gender/category, circle "NO".

2. Identify Race/Ethnicity:

White Americans ✓
 Black Americans _____
 Hispanic Americans _____
 Native Americans _____
 Asian/Pacific Islanders _____
 Multi-Racial/Other _____

3. Female Owned Business (circle one):

YES

NO

4. Section 3 Business (circle one):

YES

NO

Note: A Section 3 Business is one that can provide evidence that they meet one of the following criteria: 1) 51% or more of the business is owned by Section 3 residents (public housing resident or low- or very low-income person); 2) At least 30% of full-time employees include current Section 3 residents, or residents that were Section 3 residents within three years of the date of hire; or 3) The business can provide evidence of a commitment to subcontract to businesses that meet one of the first two qualifications.

Subcontractor

Name of Company:	<u>Peck Pavement Marking LLC</u>
Company Address:	<u>4600 Peck Ind. Drive, Columbus GA 31909</u>
Name of Main Contact:	<u>GA estimator - Andy Holbert</u>
Phone #:	<u>706-563-5867</u>
Email Address:	<u>estimating@pecksafety.com</u>

EQUAL OPPORTUNITY PROVISION CERTIFICATIONS [EXECUTIVE ORDER 11246]

EQUAL OPPORTUNITY PROVISIONS:

- A. Executive Order 11246 (Contractors/Subcontracts above \$10,000)
 1. Section 2012 Equal Opportunity Clause:

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeships. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to provided setting forth provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin.
- (3) The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provide however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the Contractor may request the United State to enter into such litigation to protect the interest of the United States.

SPECIAL EQUAL OPPORTUNITY PROVISIONS:

- A. Activities and Contracts Not Subject to Executive Order 11246, as Amended
 (Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contractor, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeships.
- (2) The Contractor shall post in conspicuous places, available to employees and other applicants for employment, notices to be provided by Contracting Officer set forth the provisions of this nondiscrimination clause. The

Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc.

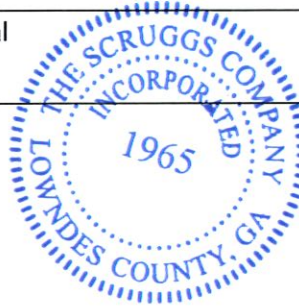
Name of Company

Jason Mulkey Division Vice President

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date



8/26/25

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether it has completed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name and Full Address of Bidder The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc.

1. Has the Bidder participated in a previous contract or subcontract subject to the Equal Opportunity Clause?
☒ Yes ☐ No
2. Were Compliance Reports required in connection with such contract(s) or subcontract(s)?
☒ Yes ☐ No
3. Has the Bidder completed all compliance instructions, including the SF-100?
☐ Yes ☐ No ☒ None Required
4. Have you ever been or are you being considered for sanction(s) due to a violation of Executive Order 11246, as amended?
☐ Yes ☒ No

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc.

Name of Company

Jason Mulkey Division Vice President

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

8/26/25



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Name of Prime Contractor

Project Number

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether it has completed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

SUBCONTRACTOR'S CERTIFICATION

Name and Full Address of Subcontractor

Peek Pavement Marking LLC

1. Has the Subcontractor participated in a previous contract or subcontract subject to the Equal Opportunity Clause?
☒ Yes ☐ No
2. Where Compliance Reports required in connection with such contract(s) or subcontract(s)?
☒ Yes ☐ No
3. Has the Subcontractor completed all compliance instructions, including the SF-100?
☒ Yes ☐ No ☐ None Required
4. Have you ever been or are you being considered for sanction(s) due to a violation of Executive Order 11246, as amended?
☐ Yes ☒ No

Peek Pavement Marking LLC

Name of Company

Andy Holland Estimator

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

8-25-2025

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF BIDDER REGARDING NONSEGREGATED FACILITIES**

INSTRUCTIONS

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of his/her certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION BY BIDDER

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc. 1410 Sunbelt Way, Auburn, Ga 30011

Name and Full Address of Bidder

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc.

Name of Company

Jason Mulkey Division Vice President

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date



8/26/25

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF SUBCONTRACTOR REGARDING SECTION 3 AND NONSEGREGATED FACILITIES**

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract; and
- (b) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

SUBCONTRACTOR'S CERTIFICATION

Peek Pavement marking LLC
 Name and Full Address of Subcontractor
4600 Peek Ind. Drive, Columbus GA 31909
 Name of Company
Andy Holland - Estimator
 Name and Title of Authorized Certifying Official

 Signature of Authorized Certifying Official
8-25-2015
 Signature Date

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction**, **debarred**, **suspended**, **ineligible**, **lower tier covered transaction**, **participant**, **person**, **primary covered transaction**, **principal**, **proposal**, and **voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc.

Name of Company

8/26/25

Date

Signature of Authorized Certifying Official

Dir. VP

Title of Authorized Certifying Official

SECTION 3 CLAUSE OF THE URBAN DEVELOPMENT ACT OF 1968 [135.38 SECTION 3 CLAUSE]

SECTION 3 PLAN

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises, Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 PLAN FORMAT

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc. _____ (Name of Consulting Firm/Contractor),
Agrees to implement the following specific Section 3 Plan directed at increasing the utilization of lower income residents and businesses within Gwinnett County.

- A. To ascertain from Gwinnett County Housing and Community Development the exact boundaries of the Section 3 covered project area. And, where advantageous, seek the assistance of local officials in preparing and implementing the Firm's Section 3 Plan.
- B. To recruit from within the Project Area and Gwinnett County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and through community organizations and public or private institutions operating within or serving the project area and Gwinnett County such as the Chamber of Commerce, the Georgia Department of Labor, the JTPA Program, the Urban League, the NAACP, the Local Housing Authorities, and related organizations. The firm will provide Gwinnett County with details on the specific actions which were taken to recruit within the project service area, and within Gwinnett County.
- C. To obtain a list of all lower income area residents who have applied, either on their own or by referral from any source, and to employ such persons, if otherwise eligible, and if a vacancy exists. The firm will submit a list of the residents identified, the sources from which these names were obtained, and any on-going actions which will be made to obtain such lists of eligible Section 3 residents once the Consulting Firm, and all subcontractors, initiate any hiring actions.
- D. To insert the Section 3 Plan in all bid proposal documents, and to require all bidders on subcontracts to submit a Section 3 Plan, including numeric goals and the specific steps planned to accomplish these goals.
- E. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program. The firm will identify all contacts made, dates for each, and the agreements obtained from each person/agency contacted.
- F. To ensure that all appropriate Section 3 business concerns are notified of pending subcontract opportunities. The firm will detail how the Consulting Firm and subcontractors, will meet the Section 3 contract numeric goals (See TABLE B "Goals" attached), or explain in detail why the numeric goals cannot be met.
- G. To maintain records (Monthly Section 3 Report), including copies of correspondence, memoranda, etc., which document that all of the above action steps have been taken. Any documents which demonstrate that the Consulting Firm will be successful in meeting its overall goals will be incorporated in the Section 3 Plan which is submitted as a part of the Consulting Firm's bid proposal.
- H. To appoint or recruit an executive official of the Consulting Firm, N/A, as Section 3 Officer to coordinate the implementation of this Section 3 plan.
- I. To attach Table A - Work Force Needs, on which will be listed all projected work force needs for all phases of this project, by occupation, trade, skill level and number of positions, along with the number of new hires anticipated for this project, and the number of Section 3 residents for which jobs will be made available.
- J. To prepare a detailed Section 3 Plan which addresses, at a minimum, all of the items contained herein. The Consulting Firm is encouraged to provide any other details, and specific information which explains how the firm will meet, or exceed, the numeric goals for Section 3 – Employment and Contractual.

[SIGNATURES ON NEXT PAGE]

SECTION 3 PLAN - SIGNATURE PAGE

As officers and representative of The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc. (Name of Consulting Firm/Contractor), we the undersigned have read and fully agree to this Section 3 Plan and become a party to the full implementation of this program.

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc.

Name of Company

Jason Mulkey Division Vice President

Name and Title of Authorized Certifying Official

[Signature]

Signature of Authorized Certifying Official

8/20/25

Signature Date

Mary-Ann Jenkins Notary

Name and Title of Additional Signatory

[Signature]

Signature of Additional Signatory

8/20/25

Signature Date



**SECTION 3 PLAN - TABLE A
WORK FORCE NEEDS**

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc.

Name of Company

Please list all projected Work Force needs for all phases of the subject project, by trade, skill level and number of positions. Also, please note the number of positions which will be hired during the project period and note those positions which will be filled through eligible Section 3 residents.

2025 Road Resurfacing Phase 2

Project Name

Type of Occupations/Trade/Skill Level	Number of Positions for Each Skill Level	Number of New Positions to be Hired	Number of New Positions to be Filled with Section 3 Residents
Skid Steer	3	0	0
Paver Operator	1	0	0
Roller Man	4	0	0
Ground Man	4	0	0
Grader(Motor Grader)	1	0	0
Dump Truck Driver	6	0	0
Milling Machine Operator	1	0	0

SECTION 3 PLAN - TABLE B GOALS

A. Section 3 Residents - New Hires

Numerical Goals for Resident Employment

For all Section 3 covered contracts [\$100,000 or more], Consulting Firms, and their subcontractors, may demonstrate compliance by committing to employ Section 3 residents as a percentage of the aggregate new hires for each year over the duration of the Section 3 project. The 30 percent of the aggregate number of new hires constitute a safe harbor for Consulting Firms and subcontractors:

Each Consulting Firm, or Subcontractor, must meet the following employment hiring preferences in order to comply with this Section:

- (1) Section 3 residents who reside in the project service area, neighborhood, or within Gwinnett County. The CDBG Program Office should be contacted regarding the priorities, herein.
- (2) Participants in any HUD Youthbuild Programs within Gwinnett County - if this Program becomes available.
- (3) Other Section 3 residents, such as public housing, Section 8, JTPA or other very low- and low-income residents within Gwinnett County.
- (4) If McKinney Homeless Assistance Act funds [i.e., ESG Program or other McKinney Funds received by Gwinnett County] are used on a covered Section 3 project, then homeless persons residing in the project service area must be given the highest priority.

B. Section 3 Business Concerns

Numerical Goals for Contracting

For all Section 3 contracts, Consulting Firm and their subcontractors may demonstrate compliance by committing to award to Section 3 business concerns:

- (1) At least 10 percent of the total dollar amount of all Section 3 covered contracts for "building trades work", arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three (3) percent of the total dollar amount of all other Section 3 covered contracts, i.e., management, clerical, professional services.
- (3) Section 3 Business Concern: A Section 3 Business Concern is defined as a company that meets one or more of the following criteria:
 - (a) 51% of the business is owned by Section 3 residents.
 - (b) 30% of the employees are Section 3 residents.
 - (c) 25% of the total subcontracts are awarded to other businesses that meet 3 (a) or (b).

C. Definitions

Section 3 Residents - (1) A public housing resident, or (2) an individual who resides in Gwinnett County and is a low-income person, or very low-income person. Low-income person is defined as to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the Metropolitan Atlanta area. A very Low- income person is defined as to mean families (including single persons) whose incomes do not exceed 50 per centum of the median income for the Metropolitan Atlanta area.

Section 3 Business Concerns - means a business concern that is (1) 51 percent or more owned by Section 3 residents; or (2) whose permanent, full - time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in (1) and (2) of this definition.

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF BIDDER REGARDING SECTION 3 AND NONSEGREGATED FACILITIES**

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract; and
- (b) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

CERTIFICATION BY BIDDER

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc. 1410 Sunbelt Way, Auburn, Ga 30011

Name and Full Address of Bidder

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc.

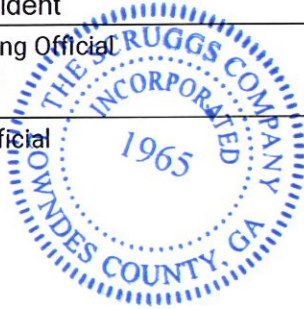
Name of Company

Jason Mulkey Division Vice President

Name and Title of Authorized Certifying Official



Signature of Authorized Certifying Official



8/26/25

Signature Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF SUBCONTRACTOR REGARDING SECTION 3 AND NONSEGREGATED FACILITIES**

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract; and
- (b) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

SUBCONTRACTOR'S CERTIFICATION

Name and Full Address of Subcontractor

Name of Company

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF BIDDER CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

2025 Road Resurfacing Phase 2 ITB PW 25-14

Name of Project

Project Number (if applicable)

The undersigned, having executed a contract for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract; and
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontracts and any lower tier subcontractors, is his responsibility.

The undersigned certifies that:

- (a) Neither he nor any firm, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 5(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a));
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest in designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions; and
- (c) He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

CONTRACTOR'S CERTIFICATION

Legal Name and Business Address of Contractor:

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc. 1410 Sunbelt Way, Auburn, Ga 30011

The undersigned is:

- | | |
|--|---|
| ☐ A Single Proprietorship | ☒ A Corporation Organized in the State of <u>GA</u> |
| ☐ A Partnership | ☐ Other Organization - Describe _____ |

[Certification Continues on the Next Page]

Attachment: Contract Agreement – The Scruggs Company dba Sunbelt Asphalt Surfaces, Inc (25-7421 : Award of Contract for 2025 Road

CONTRACTOR'S CERTIFICATION (continued)

The name, title and address of the owner, partner or officers of the undersigned are:

Name	Title	Address
Jason Mulkey	Division Vice President	937 Masters Drive, Monroe, Ga 30655

The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state):

Name	Title	Address
None		

The names, addresses and trade classifications or all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

Name	Title	Address
None		

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc.

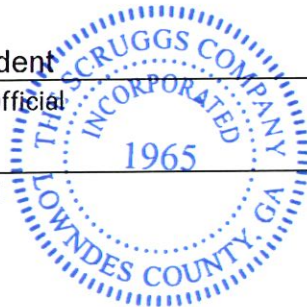
Name of Company

Jason Mulkey Division Vice President

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date



8/26/25

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever... makes, passes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF SUBCONTRACTOR CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

Name of Project _____

Project Number (if applicable) _____

The undersigned, having executed a contract for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract; and
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontracts and any lower tier subcontractors, is his responsibility.

The undersigned certifies that:

- (a) Neither he nor any firm, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 5(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a));
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions; and
- (c) He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

SUBCONTRACTOR'S CERTIFICATION

Legal Name and Business Address of Subcontractor:

Peck Pavement Marking LLC

The undersigned is:

☐ A Single Proprietorship

☐ A Corporation Organized in the State of _____

☐ A Partnership

☒ Other Organization - Describe LLC Georgia

[Certification Continues on the Next Page]

SUBCONTRACTOR'S CERTIFICATION (continued)

The name, title and address of the owner, partner or officers of the undersigned are:

Name	Title	Address
marc Hinson	president	4600 Peek Ind Drive Columbus GA 31909

The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state):

Name	Title	Address

The names, addresses and trade classifications or all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

Name	Title	Address

Peek Pavement markings LLC

Name of Company

Andy Holland - Estimator

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever... makes, passes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF BIDDER REGARDING THE BUILD AMERICA, BUY AMERICA ACT (BABA)**

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The Build America, Buy America Act (BABA) was signed into law by President Biden on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 70901- 52 of Pub. L. No. 117-58. In addition to providing funding for roads, bridges, rails, and high-speed internet access, it created an incentive to increase domestic manufacturing across the country through the inclusion of BABA's "Buy America Preference" (BAP). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States. The intent of the BAP in BABA is to stimulate private-sector investments in domestic manufacturing, bolster critical supply chains, and support the creation of well-paying jobs for people in the United States. The preference is also intended to bolster American firms' ability to compete and lead globally for years to come by requiring entities that receive Federal infrastructure funds to use American materials and products.

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc. 1410 Sunbelt Way, Auburn, Ga 30011

Name and Full Address of Bidder

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc.

Name of Company

Jason Mulkey Division Vice President

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

8/26/25



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF SUBCONTRACTOR REGARDING THE BUILD AMERICA, BUY AMERICA ACT (BABA)**

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

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Peek Pavement marking LLC

Name and Full Address of Subcontractor

4600 Peek Ind. Drive, Columbus GA 31905

Name of Company

Andy Holland- Estimator

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

8.25.2025

OTHER APPLICABLE FEDERAL REGULATIONS

A. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000).

Pursuant to Federal Rule above (A), when federal funds are expended, Gwinnett County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Gwinnett County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Gwinnett County believes, in its sole discretion that it is in the best interest of Gwinnett County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Gwinnett County as of the termination date if the contract is terminated for convenience of Gwinnett County. Any award under this procurement process is not exclusive and Gwinnett County reserves the right to purchase goods and services from other vendors when it is in the best interest of Gwinnett County.

Initial 

B. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule above (B), when federal funds are expended by Gwinnett County, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule above (B).

Initial 

C. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule above (C), when federal funds are expended by Gwinnett County, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule above (C).

Initial 

D. Examinations of Plans, Specifications, Special Provisions, and Site of the Work

The Bidder is expected to examine carefully the site of the proposed work, the Proposal, Plans, Specifications, Supplemental Specifications, Special Provisions, and Contract forms before submitting a Proposal. The submission of a Proposal shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing The Work and as to the requirements of the Plans, Specifications, Supplemental Specifications, Special Provisions, and Contract.

It is the obligation of the Bidders to make their own interpretation of all subsurface data that may be available as to the nature and extent of the materials to be excavated, graded, or driven through. Such information, if available and furnished to the Bidders by the Department, does not in any way guarantee the amount or nature of the material which may be encountered.

Pursuant to Standard Specifications Construction of Transportation Systems Rule above (D), when federal funds are expended by Gwinnett County, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule above (D).

Initial *gmu*

E. Certification of compliance with EPA Regulations applicable to grants, subgrants, cooperative agreements, and contracts in excess of \$100,000 of federal funds.

When federal funds are expended for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Initial *gmu*

F. Certification of Non-Collusion Statement

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Initial *gmu*

The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc.

Name of Company

Jason Mulkey Division Vice President

Name and Title of Authorized Certifying Official

Jason Mulkey

Signature of Authorized Certifying Official

8/26/25

Signature Date



APPENDIX 1

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

1. Lobbying Certification - Paragraph n

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. Drug-Free Workplace Certification - Paragraph o

A. By signing and/or submitting this application or grant agreement, the contractor is providing the certification set out in paragraph (o).

B. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

C. For contractors other than individuals, Alternate I applies. (This is the information to which entitlement grantees certify).

D. For contractors who are individuals, Alternate II applies. (Not applicable to CDBG entitlement grantees).

E. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If know, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

APPENDIX 2

FEDERAL LABOR STANDARDS PROVISIONS
U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal Assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics subject to the provisions of 29 CFR 5.5 (a)(1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5 (a) (4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a) (1) (ii) and the Davis-Bacon poster (WH-1321 shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification within 30 days of receipt and so advise HUD or its designee or within the 30-day period that additional time is necessary. (Approved by the Officer of Management and Budget under OMB control number 1215-0140).

(c) In the event the contractor, the laborers or mechanics is to be employed in the classification or their representative, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for the determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Officer of Management and Budget under OMB control number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborers or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom then are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contribution or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control number 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Option Form WH-347 is available for this purpose and may be purchased for the Superintendent of Documents (Federal Stock number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentices, and trainee) employed on the contract during the payroll period has been paid the fully weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for the submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certification may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph A.3. (i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to an individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a States Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ration of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event of the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may be appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 FCFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010 Title 18, U.S.C., "Federal Housing Administration transaction", provides in part: "whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violations: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor, and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on the account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under work conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontracts as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

APPENDIX 3

"General Decision Number: GA20250003 01/03/2025

Superseded General Decision Number: GA20240003

State: Georgia

Construction Type: Highway

Counties: Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, DeKalb, Douglas, Fayette, Forsyth, Greene, Gwinnett, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Morgan, Newton, Paulding, Pickens, Pike, Rockdale, Spalding and Walton Counties in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/03/2025

SUGA2022-003 07/12/2024

	Rates	Fringes
CARPENTER.....	\$ 32.68	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 30.37	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 17.23 **	2.23
LABORER: Common or General.....	\$ 18.70	0.00
LABORER: Pipelayer.....	\$ 22.42	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.53	3.63
OPERATOR: Bulldozer.....	\$ 24.68	2.59
OPERATOR: Crane.....	\$ 39.31	0.00
OPERATOR: Grader/Blade.....	\$ 26.18	4.28
OPERATOR: Loader.....	\$ 22.37	1.40
OPERATOR: Milling Machine.....	\$ 29.67	6.29
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 23.62	4.10
OPERATOR: Roller.....	\$ 18.89	3.99
OPERATOR: Screed.....	\$ 21.00	4.22
TRAFFIC CONTROL: Flagger.....	\$ 14.80 **	2.76
TRUCK DRIVER: Dump Truck.....	\$ 22.21	3.58
TRUCK DRIVER: Lowboy Truck.....	\$ 25.43	4.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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**** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.**

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION"

APPENDIX 4

BUILD AMERICA, BUY AMERICA ACT (BABA)
U.S. Department of Housing and Urban Development
Office of Community Planning and Development

I. Overview of Build America, Buy America Act

The Build America, Buy America Act (BABA)

The Build America, Buy America Act (BABA) was signed into law by President Biden on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 70901- 52 of Pub. L. No. 117-58. In addition to providing funding for roads, bridges, rails, and high-speed internet access, it created an incentive to increase domestic manufacturing across the country through the inclusion of BABA's "Buy America Preference" (BAP). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States. The intent of the BAP in BABA is to stimulate private-sector investments in domestic manufacturing, bolster critical supply chains, and support the creation of well-paying jobs for people in the United States. The preference is also intended to bolster American firms' ability to compete and lead globally for years to come by requiring entities that receive Federal infrastructure funds to use American materials and products. The BABA preference for American materials and products applies to all spending on infrastructure projects by Federal agencies, including HUD. In BABA and for purposes of this Notice, the Federal infrastructure spending with a BAP is referred to as "Federal financial assistance" or "FFA." Under Section 70912(7), FFA for infrastructure "projects" includes the "construction, alteration, maintenance, or repair of infrastructure in the United States". Under Section 70914(a), the use of American iron and steel, construction materials, and manufactured products applies to funding from CPD programs for infrastructure projects. However, the BAP does not apply to "pre and post disaster or emergency response expenditures" under Section 70912(4)(B). A list of CPD disaster or emergency funding meeting these criteria can be found in Section III. Effective May 14, 2022, the BAP applies to infrastructure spending unless an agency issues a waiver in three limited situations: 1) when applying the domestic content procurement preference 3 would be inconsistent with the public interest, 2) when types of iron, steel, manufactured products or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. Before issuing a waiver, under Section 70914(c), the head of a Federal agency, including HUD, must make publicly available a detailed written explanation for the proposed determination to issue the waiver and provide a period of not less than 15 days for public comment on the proposed waiver. Additional details on waivers can be found in Section IV.

II. Definitions

Key terms that have relevance to the interpretation and implementation of the BAP for CPD programs are defined in the BABA statute and may be found in 2 CFR part 184 and OMB guidance.

- A. Build America, Buy America Act is defined in 2 CFR § 184.3 and means division G, title IX, subtitle A, parts I -II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58)
- B. Buy America Preference is defined in 2 CFR § 184.3 and means the "domestic content procurement preference" set forth in section 70914 of BABA, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.
- C. Categorization of Articles. The term "categorization of articles" refers to the requirement that articles, materials, and supplies should only be classified into one of the following categories:
 - i. Iron or steel products;
 - ii. Manufactured products;
 - iii. Construction materials; or
 - iv. Section 70917(c) materials.

An article, material, or supply should not be classified into more than one category and must be made based on the status of the article, material, or supply upon arrival to the work site for use in an infrastructure project. Articles, materials, or supplies must meet the Buy America Preference for only the

single category in which they are classified and, in some cases, may not fall under any of the categories listed above.

- D. Component is defined in 2 CFR § 184.3 and means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: a manufactured product; or, where applicable, an iron or steel product.
- E. Construction Materials is defined in 2 CFR § 184.3 and means articles, materials, or 5 supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.
 - (1) The listed items are:
 - i. Non-ferrous metals;
 - ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - iii. Glass (including optic glass);
 - iv. Fiber optic cable (including drop cable);
 - v. Optical fiber;
 - vi. Lumber;
 - vii. Engineered wood, and
 - viii. Drywall.
 - (2) Minor additions of articles, materials, supplies or binding agents to a construction material do not change the categorization of the construction material.
- F. Covered Materials includes the following when used in connection with an Infrastructure Project:
 - (A) all iron and steel;
 - (B) all Manufactured Products; and
 - (C) all Construction Materials.
- G. Covered CPD Programs. The term "covered CPD programs" means any Federal financial assistance administered by CPD that is used for infrastructure purposes, excepting expenditures related to pre and post disaster or emergency response.
- H. Grantee. The term "grantee," as defined at 24 CFR 5.100, means the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided.
- I. Federal Financial Assistance (FFA) has the meaning given to the term in 2 CFR 200.1 (or successor regulations) and includes all expenditures by a Federal agency to a Non-Federal Entity for an Infrastructure Project, except that it does not include:
 - (A) expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191); or
 - (B) pre and post disaster or emergency response expenditures.
- J. Infrastructure is described in 2 CFR 184.4(c) and encompasses public infrastructure projects in the United States, which includes, at a minimum: the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other 6 maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. See also 2 CFR 184.4(d).
- K. Infrastructure Project. The term "infrastructure project" is defined in 2 CFR 184.3 and means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

- L. Iron and Steel Products. The term "iron and steel products" is defined in 2 CFR 184.3 and means an article, material, or supply that consists wholly or predominantly of iron or steel, or a combination of both.
- M. Predominantly of iron or steel or a combination of both is defined in 2 CFR 184.3 and means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.
- N. Made in America Office. The term "Made in America Office" or "MIAO" means the office at the Office of Management and Budget, established by section 70923 of BABA, that is charged with, among other things, enforcing compliance with the BAP and establishing the procedures to review waiver requests proposed by a Federal awarding agency.
- O. Manufactured Products is defined in 2 CFR 184.3 and means:
- (1) Articles, materials, or supplies that have been:
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
 - (2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.
- P. Manufacturer is defined in 2 CFR 184.3 and means the entity that performs the final manufacturing process that produces a manufactured product.
- Q. Non-Federal Entity means a State, local government, Indian Tribe, Institution of Higher Education (IHE), or nonprofit organization, as provided in 2 CFR 200.1. Public Housing Agencies are Non-Federal Entities. 7
- R. Not Listed Construction Materials. The term "not listed construction materials" refers to the category of construction materials that are subject to the BAP, but not included in HUD's specifically listed construction materials, as defined in the Phased Implementation Waiver.
- This includes:
- i. plastic and polymer-based products other than composite building materials or plastic and polymer-based pipe or tube;
 - ii. glass (including optic glass); and
 - iii. drywall.
- S. Obligate. The term "obligate," for purposes of HUD's phased implementation of BABA, means the date that HUD executed the legal instrument creating the relationship between HUD and the grantee for an award of Federal financial assistance. The milestone that establishes an obligation date depends on each program but for many CPD programs, such as CDBG, the obligation date occurs upon HUD's execution of the grant agreement.
- T. OMB Guidance. The term "OMB guidance" refers to 2 CFR Part 184, the "Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure" (M-24-02), issued October 25, 2023, by the Office of Management and Budget, and any subsequent guidance to rescind or replace M-24-02. This guidance is applicable to the heads of all Federal agencies for the implementation of BABA's Buy America Preference.
- U. Pre and Post Disaster or Emergency Response Expenditures. The term "pre and post disaster or emergency response expenditures" means Federal funding authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively. The BAP does not apply to pre- and post-disaster or emergency response expenditures authorized by statutes other than the Stafford Act and made in anticipation of or in response to an event that qualifies as an emergency or major disaster within the meaning of the Stafford Act.

- V. Produced in the United States is defined in 2 CFR 184.3 and means:
- In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - In the case of manufactured products:
 - The product was manufactured in the United States; and
 - The cost of components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. See 2 CFR 184.2(a). The costs of components of a manufactured product are determined according to 8 to 2 CFR 184.5.
 - In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for more information on the meaning of "all manufacturing processes" for specific construction materials.
- W. Project. The term "project" means the construction, alteration, maintenance, or repair of infrastructure in the United States. (Section 70912(7) of BABA).
- X. Section 70917(c) Materials. The term "section 70917(c) materials" is defined in 2 CFR 184.3 and means cement and cementitious materials; aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. These materials are not considered "construction materials" for the purpose of BABA implementation.
- Y. Specifically listed construction materials. The term "specifically listed construction materials" for HUD programs includes:
- non-ferrous metals;
 - lumber;
 - composite building materials; and
 - plastic and polymer-based pipe and tube.

III. Buy America Preference Waivers Currently in Effect for HUD Programs

Under Section 70914(b), HUD is able to issue, after consultation with OMB's MIAO, general waivers, and project-specific waivers to the BAP if it is determined that a waiver falls into one of the following three categories: 1) when applying the domestic content procurement preference would be inconsistent with the public interest, 2) when types of iron, steel, manufactured product or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. In order for HUD to consider either a general or project specific waiver request and be able to review it with OMB, the waiver must include a detailed written explanation and allow for the public to comment for at least 15 days, as required under Section 70914(c).

HUD General Waivers Applicable to Covered CPD Programs

Four general applicability waivers are currently in effect for HUD programs and apply to all Covered CPD Programs. Each waiver is outlined below.

General Waiver Type	Purpose	Effective Dates
Public Interest Phased Implementation	HUD issued a public interest waiver, " Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance " to allow for orderly implementation of the BAP across HUD programs. The Phased Implementation Waiver establishes a schedule for the phased implementation of the BAP across CPD programs and infrastructure materials.	The public interest waiver was issued in March 2023 and established a phased implementation schedule for the application of the BAP to HUD programs through FY2025. The BAP has been in effect since November 15, 2022, for the use of iron and steel for infrastructure projects funded with newly obligated FFA through the CDBG program.
Exigent Circumstances	HUD issued a public interest waiver for exigent circumstances, " Public Interest Waiver of Build America, Buy America Provisions for Exigent Circumstances as Applied to Certain Recipients of HUD Federal Financial Assistance ". This waiver applies when there is an urgent need by a CPD grantee to immediately complete an infrastructure project because of a threat to life, safety, or property of residents and the community.	The public interest waiver for exigent circumstances is effective from November 23, 2022, for a period of five years ending on November 23, 2027, or such shorter time as HUD may announce via Notice.
De Minimis, Small Grants, and Minor Components	HUD issued a public interest de minimis, small grants, and minor components waiver titled " Public Interest De Minimis and Small Grants Waiver of Build America, Buy America Provisions as Applied to Certain Recipients of HUD Federal Financial Assistance ". This waives the BAP for all infrastructure projects whose total cost (from all funding sources) is equal to or less than the simplified acquisition threshold at 2 CFR 200.1 which is currently \$250,000. This Notice also waives the application of the BAP for a de minimis portion of an infrastructure project, meaning a cumulative total of no more than five percent of the total cost of the iron, steel, manufactured products, and construction materials used in and incorporated into the infrastructure project, up to a maximum of \$1 million.	The public interest <i>de minimis</i> , small grants, and minor components waiver is effective from November 23, 2022, for a period of five years ending on November 23, 2027, or such shorter time as HUD may announce via Notice.
Tribal Recipients Waiver	HUD issued a public interest waiver, " Extension of Public Interest, General Applicability Waiver of Build America, Buy America Provisions as Applied to Tribal Recipients of HUD Federal Financial Assistance: Final Notice " for the BAP as it applies to Tribal recipients. HUD will consult with Tribally Designated Housing Entities and other Tribal Entities on how to apply the BAP.	The waiver of the BAP as it applies to Tribal recipients is effective from May 23, 2023, until May 23, 2024.

HUD Project-Specific Waivers

Additionally, a CPD grantee may request a project-specific waiver from the BAP for covered FFA on a limited, case-by-case basis. HUD may grant a project specific waiver after consultation and review with the OMB's MIAO. As with the general waivers, under Section 70914(b) HUD may issue a project-specific waiver to the BAP if it is determined that a waiver falls into one of the following three categories: 1) when applying the domestic content procurement preference would be inconsistent with the public interest, 2) when types of iron, steel, manufactured product or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. A waiver for a specific project may vary depending upon the circumstances of the project, and specific items, products, or materials in question.

APPENDIX B – COMPENSATION FOR 2025 ROAD RESURFACING
PHASE 2

REVISED BID FORM

ITB PW 25-14 2025 ROAD RESURFACING					
BID SCHEDULE (19 STREETS)					
Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Milling 1.5" Depth (L= 23,480.7 Ft X W=22 FT)	SY	58,202	\$ 1.69	\$ 98,361.38
2	Inlay Asphalt (1.5 " 12.5mm Superpave) - Goshen Springs Road	Tons	796	\$ 108.97	\$ 86,740.12
3	Patching 19mm Superpave 4 Inch Depth)	Tons	5,652	\$ 123.44	\$ 697,682.88
4	Inlay Asphalt (1.5" 9.5mm Superpave) – Residential Streets	Tons	3,983	\$ 125.10	\$ 498,273.30
5	Thermoplastic Solid 24" (Stop Bar)	Each	22	\$ 112.87	\$ 2,483.14
6	Thermoplastic Crosswalk	Each	3	\$ 620.77	\$ 1,862.31
7	Manhole Adjustments	Each	96	\$ 1,000.00	\$ 96,000.00
8	Valve Adjustments	Each	9	\$ 1,000.00	\$ 9,000.00
9	Striping - Goshen Springs Road	L/F	3,617	\$ 3.78	\$ 13,672.26
10	Crack Sealing	C/L Miles	4.44	\$ 7,000.00	\$ 31,080.00
11	Mobilization	Lump Sum	1	\$ 35,354.27	\$ 35,354.27
12	Traffic Control	Lump Sum	1	\$ 40,000.00	\$ 40,000.00
13	Traffic Loops - Goshen Springs Road	Each	1	\$ 5,643.34	\$ 5,643.34
SUM (ALL PAY ITEMS):					\$ 1,616,153.00

BIDDER, in compliance with the Invitation to Bid for the construction of this project, having examined the Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the production and contract requirements, within the time set forth therein, and at the price(s) stated above. This price is to cover all expenses including overhead and profit incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER verifies that all information provided in response to this bid package is truthful and accurate to the best of the Bidder's knowledge and belief.

This bid is submitted to the City of Norcross by:

Firm Name: The Scruggs Company d.b.a Sunbelt Asphalt Surfaces, Inc.

Authorized Representative: _____

Firm Address: 1410 Sunbelt Way, Auburn, Ga. 30011.

CHANGES

1. Appendix D "Bid Form" has been updated as follows:

STREET	PATCHING TONS PER STREET
Non-residential Street (1)	
Goshen Springs Road	1765
Residential Streets (18)	
Western Hills Court	79
Ballard Way	194
Crest Hollow Court	56
Executive Way	309
Crest Trace Court	34
Wexford Lane	366
Landings Court	206
Charmaine Bend	217
Rockies Court Northwest	73
Davidson Road Northwest	184
Kimberly Lane Northwest	209
Wexford Court	34
Sunset Drive	682
Lancelot Drive	666
Sharon Drive Northwest	138
Oak Cove	143
Queens Court Northwest	186
Hollow Ridge Lane	111

Patching tons per street have been added to the bid form. Bidders should submit the attached revised bid sheet in their bid packet.

STREET	PATCHING TONS PER STREET
Non-residential Street (1)	
Goshen Springs Road	1765
Residential Streets (18)	
Western Hills Court	79
Ballard Way	194
Crest Hollow Court	56
Executive Way	309
Crest Trace Court	34
Wexford Lane	366
Landings Court	206
Charmaine Bend	217
Rockies Court Northwest	73
Davidson Road Northwest	184
Kimberly Lane Northwest	209
Wexford Court	34
Sunset Drive	682
Lancelot Drive	666
Sharon Drive Northwest	138
Oak Cove	143
Queens Court Northwest	186
Hollow Ridge Lane	111



City of Norcross
Department of Public Works

INVITATION TO BID
2025 ROAD RESURFACING PHASE 2
ITB PW 25-14

City of Norcross

Department of Public Works

INVITATION TO BID 2025 ROAD RESURFACING PHASE 2 ITB PW 25-14

OVERVIEW:

The City of Norcross is seeking sealed competitive bids from qualified contractors for a road resurfacing project as a part of the city's 2025 road resurfacing program.

All work must be completed in 120 days from when Notice to Proceed is issued and in accordance to industry specifications and standards.

The BID package should be clearly marked "ITB PW 25-14 – 2025 ROAD RESURFACING PHASE 2" on its face and submitted by **12:00 p.m. on August 22, 2025**, to the address below. Please submit two printed copies and one electronic copy (USB) of your package to:

City of Norcross – Public Works
345 Lively Avenue
Norcross, GA 30071
Attn: Charlene Marsh, Capital Projects Manager
ITB PW 25-14 – 2025 ROAD RESURFACING PHASE 2

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at procurement@norcrossga.net by **5:00 p.m. on August 8, 2025**. A Q&A addendum will be posted within a week.

An ***optional, but highly recommended*** pre-bid meeting with a site visit will take place on **August 8, 2025, at 11:00 a.m.** at the Public Works department located at 345 Lively Avenue Norcross GA 30071.

BIDS will be opened and publicly read at **12:05 p.m. on August 22, 2025**, at the address noted above.

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

No BID may be withdrawn within thirty (30) days after the BID opening. Requests for withdrawals must be submitted in writing. All BIDS shall remain firm for 90 days after bid opening.

We appreciate your interest in the City of Norcross!

1.0 INTRODUCTION

The City of Norcross is seeking sealed competitive bids from qualified contractors for a road resurfacing project as a part of the city's 2025 road resurfacing program. The 19 roads are displayed in the maps included as Appendix B.

1.1 PROJECT SCOPE

The project will consist of milling and resurfacing to include repairing the existing pavement base where needed resurfacing of adjacent driveways to meet street pavement grades adjustments of water valves and manholes and the insulation of pavement striping and markings as directed. Please refer to exhibits attached. The scope includes 19 roads within city limits, listed below.

Commercial:

Goshen Springs Road

Residential:

Western Hills Court
Ballard Way
Crest Hollow Court
Executive Way
Crest Trace Court
Wexford Lane
Landings Court
Charmaine Bend
Rockies Court Northwest

Davidson Road Northwest
Kimberly Lane Northwest
Wexford Court
Sunset Drive
Lancelot Drive
Sharon Drive Northwest
Oak Cove
Queens Court Northwest
Hollow Ridge Lane

- A. Streets scheduled for milling and resurfacing will consist of the furnishing of all materials, labor, and equipment for the complete construction including but not limited to repairing the existing pavement base where needed, resurfacing of adjacent driveways to meet street pavement grades, maintaining traffic control measures, milling existing pavement, installing tack coat, installing asphaltic concrete surface, course applying high density mineral bond, adjustments of water valves & manholes, and the installation of pavement striping, and markings as directed, performing cleanup and related work.
- B. At locations where the asphalt is higher than the gutter, the milling depth will be greater than the inlay depth. The milled surface at those locations shall be 1.5" below the gutter and the completed asphalt surface shall be flush with the gutter.
- C. Patching shall include 4" depth milling down to existing subgrade and compacted subgrade, 4" of 19mm superpave.
- D. The pavement to be placed after milling the existing wearing course is 1.5" 9.5 mm superpave asphalt on residential streets (18 streets total), and 1.5" 12.5mm superpave surface course on non-residential (1 streets total)
- E. Striping shall be required for the non-residential street.

- F. Load tickets that meet Georgia Department of Transportation specifications must accompany all delivered materials. The contractor must supply copies of all asphalt tickets to the city.
- G. AC-20 or AC-30 bituminous tack shall be used on these projects. All surfaces shall be cleaned completely and thoroughly dried before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack shall be applied between .04 and .06 gallons per square yard. All materials and equipment used to perform the bituminous tack coat shall be considered incidental to the work and included in the bid price for other pay items.
- H. Roll curb shall be per Gwinnett County Detail 607.
- I. Contractor shall be responsible for implementing and maintaining all necessary traffic control measures. Contractor shall submit a traffic control plan to the City for approval prior to commencing. Any operations at a given location traffic control plan shall at minimum conform to the requirements set forth in the MU TCD.
- J. Manhole Adjustment and Water Valve Box Adjustment: 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.
- K. Structures shall be adjusted within 10 days after the road is resurfaced.
- L. The existing pavement will be removed a minimum of 9" outside of the most exterior points of the structures.
- M. Concrete Collars are to be installed on all valves and manholes per Gwinnett County Standard 502.
- N. Structures will be adjusted to pavement grade using bricks, shims, or other non-organic material.
- O. Concrete having a minimum compressive strength of 3000 psi at 28 days shall be placed around the adjusted structure, consolidated to fill the voids, and finished to pavement 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.
- P. Concrete shall be protected from traffic for a minimum of 3 days with steel plates, or other measures as approved by the City Engineer or Department of Public Works, Utilities and Parks.
- Q. The unit prices bid for Manhole adjustment and Water 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.
- R. The contractor will give the City at least 24 hours' notice as to the locations to be adjusted to allow for inspection scheduling.
- S. The City reserves the right to adjust any structures using in-house labor as deemed practicable.
- T. In the event an existing casting or structure is found to be structurally deficient, it shall be reported to the Public Works, Utilities and Parks Department for evaluation.

1.2 GENERAL INFORMATION

1. It is extremely important that project schedules ARE met. Only those firms with the necessary resources and a commitment to complete all work on schedule should submit a bid.
2. The City of Norcross will expect to liaise with a single project manager representing the prime contractor (and the sub-contractors).
3. The City will select the most responsive, lowest bidder whose bid best represents the best interest of the City.
4. The City of Norcross reserves the right to cancel this solicitation at any time when it is determined to be in the best interest of the City.
5. The City of Norcross also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.
6. The City of Norcross reserves the right to approve sub-contractors.
7. Any selection made because of this notice will be based strictly on qualifications and adherence to the submission guidelines, without regard to race, color, religion, sex, or national origin.
8. It is the responsibility of all firms interested in submitting a bid for this advertisement to routinely check the posting on the website for any revisions to this solicitation and addenda issued.
9. It is the responsibility of all firms to read this advertisement in detail and provide all requested information including forms and appendices.
10. Incomplete submittals will be considered non-responsive, thus disqualified. Late submittals will not be accepted.

1.3 BID SUBMISSION GUIDELINES

Bidding requirements will consist of the following:

1. Statement of Qualifications and Equipment
2. Bid Form
3. References
4. Acknowledgement of Addenda
5. Bid Bond (if bid amount is over \$30,000)
6. Certificate of Liability Insurance
7. E-Verify Contractor & SAVE Affidavits

1.4 SCHEDULE OF EVENTS

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

1.5 COMMUNICATIONS WITH STAFF

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

- Company Name
1. Question
Citation of relevant section of the ITB
 2. Question
Citation of relevant section of the ITB

2.0 REQUIREMENT

Bid must include labor and all materials as specified; no substitutions for materials are allowed unless approved by City of Norcross.

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

2.1 GENERAL CONDITIONS

2.1.1 Qualifications

2.1.1.1 Bids will be considered only from experienced and well-equipped Contractor(s) engaged in work of this type and magnitude. Bidders must provide their own materials and tools for this contract.

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

2.1.1.3 During the term of the agreement, Contractor shall, as its sole expense, secure and maintain in-force policies of insurance of the following types:

1. Workers' compensation coverage in accordance with the statutory requirements of the jurisdiction in which Services are to be performed.
2. Employer's liability insurance with a minimum of \$250,000.

3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined at least \$1,000,000 aggregate.
4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least \$1,000,000 per occurrence.

2.1.1.4 Contractor shall furnish Client Certificates of Insurance evidencing the insurance coverages required. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this agreement, the issuing company will endeavor to mail thirty (30) days' written notice to Client

2.2 GUARANTEE TO ACCOMPANY BID

- 2.2.1** If the bid amount is greater than \$30,000.00, then bids must be accompanied by an acceptable bid bond in an amount not less than five percent (5%) of the bid amount per section. Failure to submit a bid bond will be a cause for rejection.

2.3 JOINT VENTURES

- 2.3.1** Joint Ventures between two contractors will not be allowed. The General Contractor shall be required to perform all aspects of this projects and will not be allowed to sub-contract these items.

2.4 AUTHORITY TO SIGN

- 2.4.1** Bidder must ensure that the legal proper name of their firm and/or corporation is printed OR typed as appropriate on all documents.

2.5 RIGHTS RESERVED

- 2.5.1** The City of Norcross reserves the right to reject any or all bids, to 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 bids it deems the most qualified and lowest cost. In arriving at this decision, full consideration will be given to the experience and qualifications of the Bidder, their financial responsibility, costs and bid amount, work of this type successfully completed and past performance with the City of Norcross.
- 2.5.2** Bidders are advised to examine all corresponding documents carefully and to make examinations of the site(s) 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 conditions under which the work will be performed. The City will not be

responsible for the Bidder's errors or misjudgment, nor for any information on location conditions or general laws and regulations.

- 2.5.3** Any unauthorized additions, conditions, limitations, or provisions attached to the Bid shall render it informal and may be cause for rejection.

2.6 AWARD OF CONTRACT

- 2.6.1** Contract will be made to the **most responsive and responsible lowest bidder**. Contracts will not be automatically awarded to the lowest bidder. The City will review all bids for responsiveness and responsibility. Bidders must comply with submission guidelines, show evidence of experience and qualifications, and provide proof that they are qualified to carry out the scope of work.

The contract will be awarded to the most qualified vendor whose bid will cost the least and prove to be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.

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 reserves the option to negotiate terms, conditions, and pricing with the most responsive, responsible and lowest bidder at its discretion.

2.6.1.1 The bid evaluation will be based on the following criteria:

- Bid price
- Compliance with submission guidelines and specifications (including any required forms and documents)
- Ability to perform scope of work and meet deadlines
- References

Please provide accurate information and inform your references that the City of Norcross will follow up to perform reference checks. It will affect your evaluation if we are not able to contact your references, or they do not respond in time. References will be contacted within a week of the submission deadline.

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

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

- 2.6.2** Prior to award of the Contract, the successful Bidder will be required to

submit a schedule to the City, demonstrating the Bidder's ability to commence and proceed in a timely manner. 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 contract cancellation, as deemed in the City's best interest.

2.6.3 Failure to demonstrate the ability for simultaneous contract execution and progression will result in, at the City's discretion, contract cancellation, re-advertising of any and/or all these contracts, or awarding any or all of the contract to the next **most responsive and responsible lowest bidder**.

2.6.4 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 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 ITB.

2.7 PRODUCTION REQUIREMENTS

2.7.1 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 to complete the work according to specifications in the ITB within 90 days from the Notice to Proceed.

2.8 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

2.8.1 Payment shall be provided based on the cost schedule provided in bidder's response. Bidder 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 **Donald Maxwell, Stormwater & Roads Superintendent at 345 Lively Ave, Norcross, GA 30071**. The invoice shall contain a complete itemization of services. The total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents.

2.8.2 The City shall retain a maximum of 10% of each progress payment; provided, however, when 50% of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage.

2.9 LOCATION AND SITE(S)

- 2.9.1** The site(s) of the proposed work is within City limits of the City of Norcross, Georgia.
- 2.9.2** The Contractor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in the appendices or as directed by the Department of Public Works, Utilities and Parks.
- 2.9.3** The Contractor, before submitting a bid is required to visit the site(s) and acquaint themselves with the actual conditions and the location of any and/or all obstructions that may exist on the site(s).
- 2.9.4** The Contractor is responsible for the location of, above and below ground utilities and structures, which may be affected by the work.

2.10 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

- 2.10.1** 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.

2.11 MATERIALS

- 2.11.1** Unless otherwise specified in the Contract, the bidder shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of this project.
- 2.11.2** All materials and equipment incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required shall expressly run to the benefit of the City.

2.12 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 or any retesting that is required will be at the Contractor's expense.

2.13 NON-COLLUSION

- 2.13.1** Bidder(s), by submitting a 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 States law.

2.14 CONTRACT REQUIREMENTS

- 2.14.1** The successful bidder is required to do the following within ten (10) days of Notice:

- 2.14.1.1.1** Return to the Department of Public Works, Utilities & Parks contract documents executed by the authorized representative attested by the corporate secretary treasurer.
- 2.14.1.1.2** Provide Insurance Certificates as specified in the ITB Checklist.
- 2.14.1.1.3** Provide bonding as required by the ITB documents.

- 2.14.2** Failure to execute the contract, bonds, 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 most qualified bidder, or the work may be re-advertised. The Contract and Contract Bonds shall be executed in duplicate to the City of Norcross.

- 2.14.3** Liquidated Damages: In the event of any delay which is not the fault or responsibility of the Contractor or any supplier to the Contractor, the Contractor is entitled to additional days for performance of this Contract. Contractor shall not be entitled to any additional money for any delay which they encounter. The Contractor's sole remedy shall be to obtain an extension of time from the Owner within which this Contract is to be performed. Under no circumstances shall the Contractor be entitled to assert any claim of entitlement against the Owner for actual or consequential damages resulting from delays. In conformity with the "time is of the essence" provisions of this contract, the amount of liquidated damages for this contract shall be in the amount of \$300 per workday for every day the contract is not completed after 90 days from the time of the Notice to Proceed.

2.15 MISCELLANEOUS PROVISIONS

(May not be applicable to this ITB)

2.15.1 Permits

No permits are anticipated for this project.

2.15.2 Work Hours

Monday through Friday 8:00am to 8:00 pm.

2.15.3 Detour/Closures

All road closures and detours shall be approved by the Norcross Department of Public Works, Utilities and Parks.

2.15.4 Residential Refuse

The Contractor is required to contact the Public Works Department at 678-421-2069, to obtain sanitation schedules in an attempt to reduce inconveniences to the citizens of Norcross.

2.15.5 Project Briefing

All bidders are required to schedule an appointment with the Stormwater and Roads Superintendent in order to inspect each work site. The Superintendent can be reached at donald.maxwell@norcrossga.net or 678-421-2069.

2.15.6 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 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.

APPENDIX A
ITB PW 25-14
SCHEDULE OF EVENTS

Event:	Date:
Release of ITB	July 23, 2025, 11:00 a.m.
Pre-bid Meeting (<u>Optional but highly recommended</u>)	August 8, 2025, 11:00 a.m.
Deadline for Written Questions	August 8, 2025, 5:00 p.m.
Bids Due	August 22, 2025, 12:00 p.m.
Public Opening and Reading	August 22, 2025, 12:05 p.m.
Bid Review/Evaluation	August/September 2025
Contract Award (On/about)	October 2025

APPENDIX B

ITB PW 25-14

MAPS



7/11/2025 5:43:46 PM

Norcross Paving

Wexford Lane Start Wexford Drive end Wexford Drive. - Wexford Court - Wexford Drive end Cuddy Sack

0 50 100
ft

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7/11/2025 5:47:23 PM

Norcross Paving

Davidson Drive Start Beaver Run Road end at end of street

0 50 100
ft

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Attachment: ITB Packet - 2025 Road Resurfacing Phase 2 (ITB PW 25-14) (25-7421 : Award of Contract for



7/11/2025 5:38:57 PM

Norcross Paving

Crest Trace Court - Start Hollow Ridge Lane End Cuddy Sack-- Crest Hollow Court Start Hollow Trace Way end Cuddy Sack

0 50 100 ft

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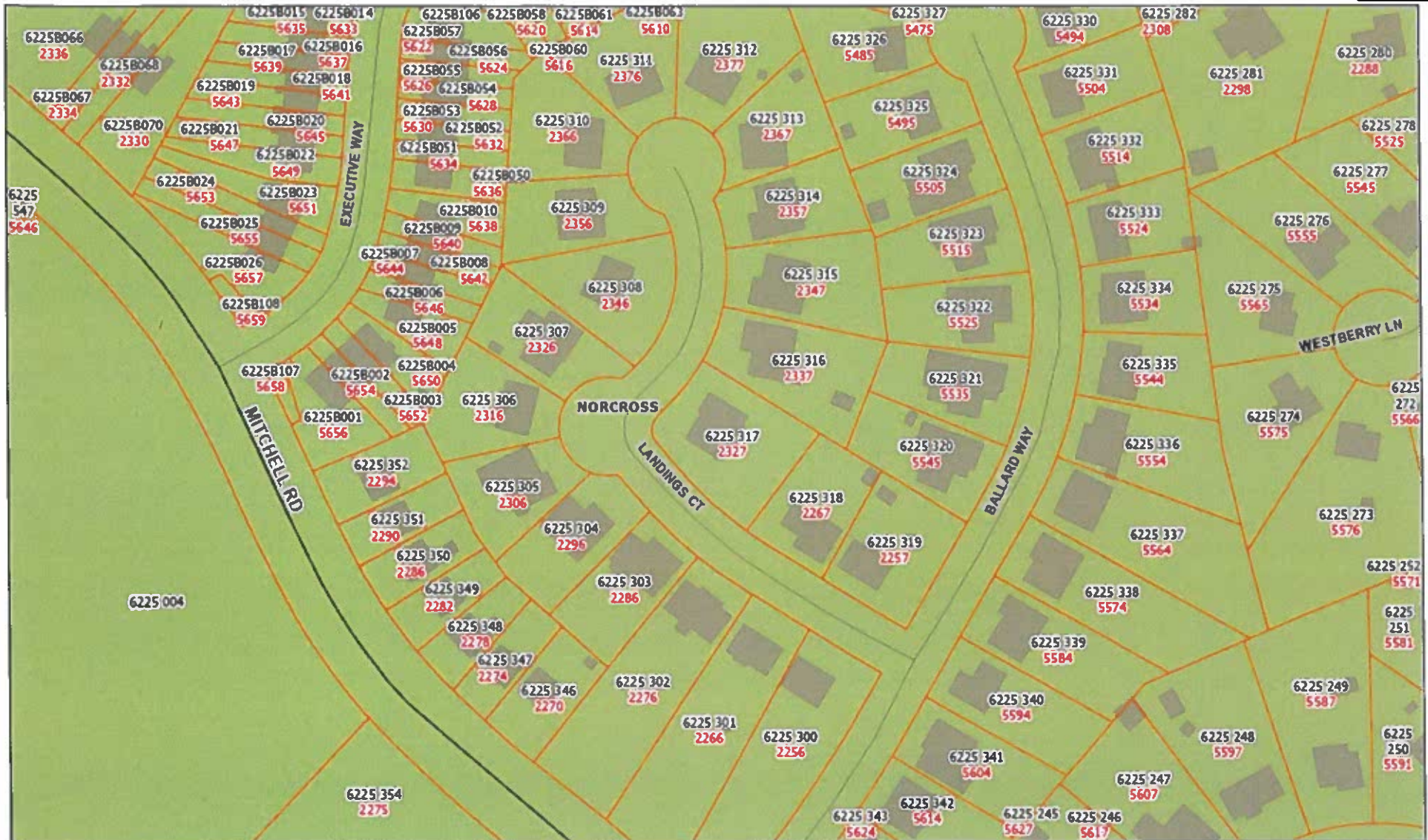
7/11/2025 5:27:05 PM

Norcross Paving

Goshen Springs Road - Commercial Road - Start Jimmy Carter Blvd End Center way



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7/11/2025 3:40:31 PM

Norcross Paving

Landings Court Start Ballard Way end Cuddy Sack

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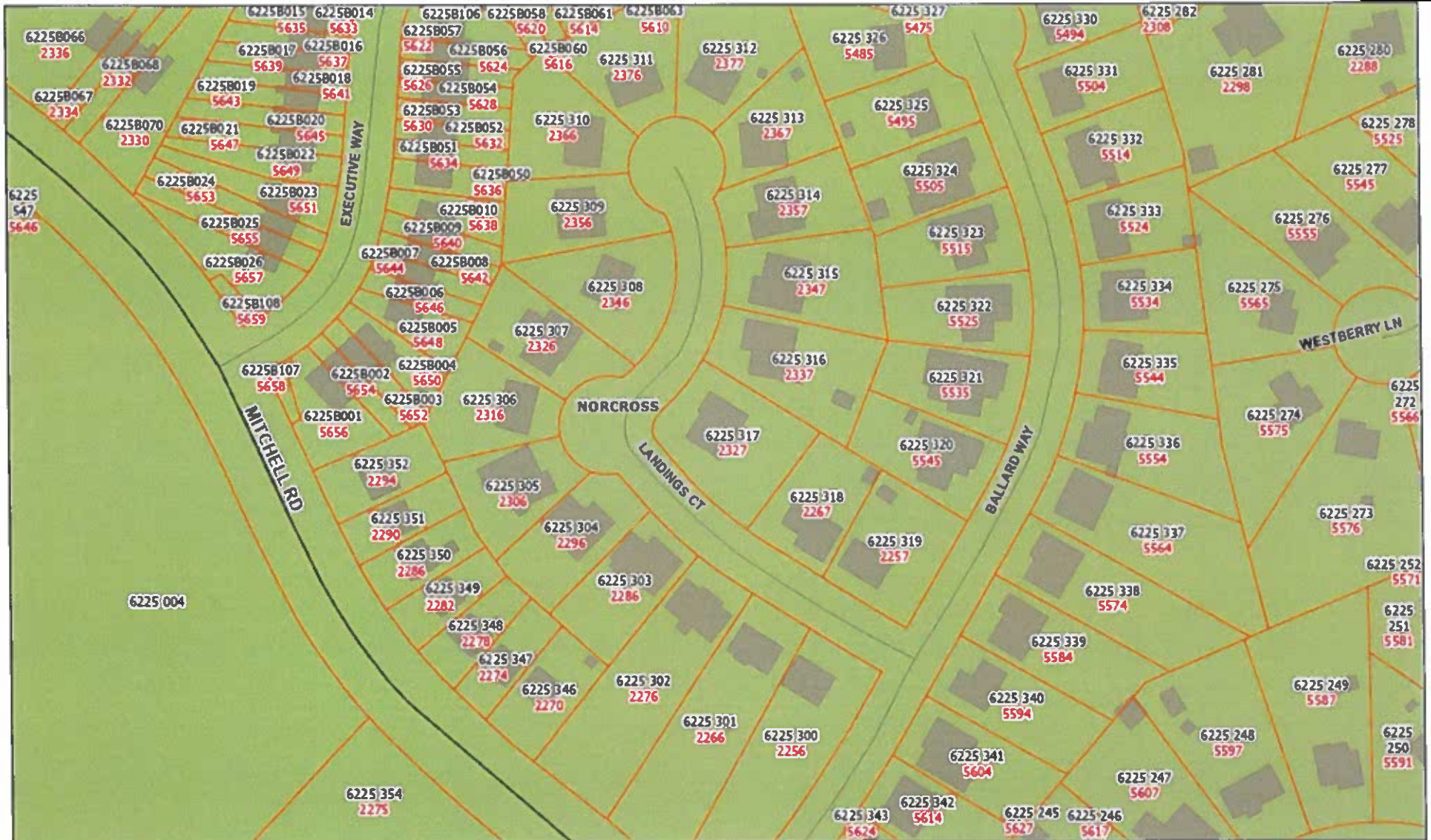
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Norcross Paving

Executive Way Start Mitchell Road end Cuddy Sack

0 50 100
ft

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7/11/2025 3:38:09 PM

Norcross Paving

Ballard Way - Start Mitchell Road End Cuddy Sack

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7/11/2025 3:34:46 PM

Norcross Paving

Charmaine Bend - Start Mitchell Road End Mitchell Road

0 50 100
ft

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7/11/2025 3:30:27 PM

Norcross Paving

Sharon Drive Start Hammond Drive End Cuddy Sack



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7/11/2025 3:27:32 PM

Norcross Paving

Kimberly Lane Start Hammond Drive end Sharon Drive

0 50 100
ft

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7/11/2025 3:22:44 PM

Norcross Paving

Rockies Court - Start Cuddy Sack end Cuddy Sack

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7/11/2025 7:41:02 PM

Norcross Paving

Western Hills Court - Start Western Hills Drive end at Parking lot



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7/11/2025 7:45:55 PM

Norcross Paving

Lancelot Drive - Start Gloucester Place End Cuddy Sack



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7/11/2025 7:49:17 PM

Norcross Paving

Hollow Ridge Lane Start Hollow trace way end Cuddy sack

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7/14/2025 11:27:17 AM

Norcross Paving

Queens Court Northwest- Start Holcomb Bridge Road end Cuddy Sack



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7/14/2025 11:31:46 AM

Norcross Paving

Sunset Drive - Start North Peachtree Street end Cuddy Sack

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7/14/2025 11:34:39 AM

Norcross Paving

Oak Cove - Start North Peachtree Street end Cuddy Sack

0 50 100
ft

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APPENDIX C

ITB PW 25-14

STATEMENT OF QUALIFICATIONS AND EQUIPMENT

All questions must be answered. Information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

About the Firm:

- a. Name of Bidder:
- b. Permanent main office address, email address, & pertinent contact numbers:
- c. How long (years) has your firm been in business under your present name; also, state names and dates of previous firm names, if any; where organized?
- d. Attach a list of your proposed project personnel with job titles, responsibilities, and years of experience as they relate to the requirements of this bid document.

Experience:

- e. Attach a list of 3-5 similar projects completed in the last 5 five years.
- f. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
- g. Contracts recently executed with similar governmental clients and similar scopes of work (including gross amount of each contract and the approximate dates of completion)
- h. Have you ever failed to complete any work awarded to you, if so, where, and why?
- i. Have you ever defaulted on a Contract, if so, where, and why?
- j. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?
- k. How long do you warrant a project?
- l. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?

Approach:

- m. Implementation plan and timeline for the project
- n. List your major equipment available for this contract.
- o. List any subcontractors whom you would expect to use for the contract.

APPENDIX D
ITB PW 25-14
BID FORM

This form is mandatory, and must be included in the bid packet:

ITB PW 25-14 2025 ROAD RESURFACING					
BID SCHEDULE (19 STREETS)					
Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Milling 1.5" Depth (L= 23,480.7 Ft X W=22 FT)	SY	58,202		
2	Inlay Asphalt (1.5 " 12.5mm Superpave) - Goshen Springs Road	Tons	796		
3	Patching 19mm Superpave 4 Inch Depth)	Tons	5,652		
4	Inlay Asphalt (1.5" 9.5mm Superpave) – Residential Streets	Tons	3,983		
5	Thermoplastic Solid 24" (Stop Bar)	Each	22		
6	Thermoplastic Crosswalk	Each	3		
7	Manhole Adjustments	Each	96		
8	Valve Adjustments	Each	9		
9	Striping - Goshen Springs Road	L/F	3,617		
10	Crack Sealing	C/L Miles	4.44		
11	Mobilization	Lump Sum	1		
12	Traffic Control	Lump Sum	1		
13	Traffic Loops - Goshen Springs Road	Lump Sum	1		
SUM (ALL PAY ITEMS):					\$

BIDDER, in compliance with the Invitation to Bid for the construction of this project, having examined the Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the production and contract requirements, within the time set forth therein, and at the price(s) stated above. This price is to cover all expenses including overhead and profit incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER verifies that all information provided in response to this bid package is truthful and accurate to the best of the Bidder's knowledge and belief.

This bid is submitted to the City of Norcross by:

Firm Name: _____

Authorized Representative: _____

Firm Address: _____

Non-residential Street (1)
Goshen Springs Road
Residential Streets (18)
Western Hills Court
Ballard Way
Crest Hollow Court
Executive Way
Crest Trace Court
Wexford Lane
Landings Court
Charmaine Bend
Rockies Court Northwest
Davidson Road Northwest
Kimberly Lane Northwest
Wexford Court
Sunset Drive
Lancelot Drive
Sharon Drive Northwest
Oak Cove
Queens Court Northwest
Hollow Ridge Lane

APPENDIX E

ITB PW 25-14 REFERENCES

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

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

Alternatively, Bidders are welcome to provide four (4) reference letters where they provided the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

References for _____

Please provide a list of contact numbers, addresses and a contact person for at least four (4) projects completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of four (4) references where work of a similar size and scope has been completed (or in progress).

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

APPENDIX F
ITB PW 25-14
ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)

☐ No addenda were received:

Acknowledged for:

(Name of Firm)

Signature of Authorized Representative

Name (Print or Type)

Title

Date

APPENDIX G
ITB PW 25-14
PACKET CHECKLIST

Submission of this appendix is not required. The checklist is provided to assist submitters in ensuring that submissions are responsive.

- ✓ Statement of Qualifications and Equipment
- ✓ References Form *or* 4 Letters of Reference
- ✓ Acknowledgement of Addenda Form
- ✓ Bid Form (Sealed in Separate Envelope)
- ✓ Bid Bond
- ✓ Certificate of Liability Insurance
- ✓ E-Verify Contractor Affidavit
- ✓ SAVE Public Benefit Affidavit
 - *A copy of a secure and verifiable document must be submitted as well. See document titled "Secure and Verifiable Documents" in supplemental documents section for examples.*
- ✓ Two Paper Copies and One USB Copy



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

City of Norcross

Legislation Details (With Details)

File #:	25-7422	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/2/2025 6:30 PM	In Control:	Mayor and Council
Title:	Award of Contract for Annual Seasonal Color Container Services		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Award of Contract for Annual Seasonal Color Container Services](#)
2. [Container Locations and Inventory](#)
3. [Evaluation Summary – RFP PW 25-13](#)
4. [Contract Agreement – Crabapple Turf Management, Inc. dba Crabapple Landscapexperts](#)
5. [RFP PW 25-13 Packet](#)

Title

Award of Contract for Annual Seasonal Color Container Services

Drafter

Charlene Marsh

Motion

A motion to Approve/Deny contract for Annual Seasonal Color Container Services between the City of Norcross and Crabapple Turf Management, Inc. dba Crabapple Landscapexperts.



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

AGENDA REPORT

To: Mayor and Council

From: Charlene Marsh, Procurement & Capital Projects Manager

Meeting Date: September 2, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7422

Title: Award of Contract for Annual Seasonal Color Container Services

CC: Eric Johnson, City Manager
 Len Housley, Director of Public Works

Recommendation

Approve contract for Annual Seasonal Color Container Services between the City of Norcross and Crabapple Turf Management, Inc. dba Crabapple Landscapexperts.

Background

The current contract for the city's annual seasonal color container services was awarded to The Garden Goddess, Inc dba Gardens by Design for the April 2024 and April 2025 seasons for \$35,272.00. The Public Works department issued a request for proposals (RFP PW 25-13) for the services. The initial contract term will be one (1) year with two (2) renewal options. The scope includes biweekly maintenance and biannual installations for 116 containers distributed across 11 locations (see attachment #1).

Submissions were due on August 22, 2025, at 11:00am. The city received 4 responsive proposals (1 non-responsive). An evaluation committee comprised of City staff reviewed and scored the proposals based on the following criteria:

- Experience & Qualifications – up to 35 points
- Technical Consideration (Proof of Sample) – up to 20 points
- Approach – up to 15 points
- References – up to 10 points

Following the committee's review, weights were allocated to each firm's score based on the sealed cost proposal (maximum of 20 points). Final scores were calculated based on a combination of the composite scores and the cost proposal score. Crabapple Landscapexperts received the highest total score. An evaluation summary is provided.

Financial Impact

\$33,347.54 for FY26 (with a proposed 3% annual increase with each renewal). Funds are budgeted in the Public Works, Parks "Contract Labor" account 100-5.6200.523850.

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

1. Continues to define Norcross' sense of place

Attachments

Container Locations and Inventory

Evaluation Summary – RFP PW 25-13

Contract Agreement – Crabapple Turf Management, Inc. dba Crabapple Landscapexperts

RFP PW 25-13 Packet

CONTAINER LOCATIONS AND INVENTORY

LOCATION	NUMBER OF CONTAINERS
PUBLIC WORKS	3
WELCOME CENTER	12
CITY HALL	2
COMMUNITY ARTS CENTER	8
JONES ST	31
WINGO ST	3
HOLCOMB BRIDGE	2
SOUTH PEACHTREE ST	44
SKIN ALLEY	3
HUMAN RESOURCES	5
COTTON GIN	3

Total Count: 116

EVALUATION SUMMARY

RFP PW 25-13

Responsive Proposals – Bid Tabulation

FIRM	COST PROPOSAL
Crabapple Landscapexperts	\$33,347.54
Garden of Gaia LLC dba Garden Goddess	\$55,560.00
Mariani Enterprises dba Ed Castro Landscaping	\$42,900.00
West Lawn Care	\$28,900.00

Evaluation Committee Average Scores

		PROPOSAL SCORES			
CRITERIA	POINTS	CRABAPPLE	GARDEN GODDESS	ED CASTRO	WEST LAWN CARE
Experience & Qualifications	35	32.3	30.7	33.3	14
Technical Consideration	20	15	12.7	17.3	9
Approach	15	13.3	13.3	13.3	6.7
References	10	9	6.7	9.3	6
Cost	20	17	10	13	20
Total Score	100	86.6	73.4	86.2	55.7

***CONTRACT BETWEEN
CRABAPPLE TURF MANAGEMENT, INC. DBA
CRABAPPLE LANDSCAPEXPERTS AND
THE CITY OF NORCROSS
FOR ANNUAL SEASONAL COLOR
CONTAINER SERVICES***

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Agreement for Annual Seasonal Color Container Services

This Agreement, made and executed as of the 3rd day of September, 2025 by and between **Crabapple Turf Management, Inc dba Crabapple LandscapExperts** with a place of business at **1012 Union Center Drive Alpharetta, Georgia 30004** (hereinafter called "Contractor") and **the City of Norcross, Georgia**, having its principal place of business at **65 Lawrenceville St., Norcross, Georgia 30071** (hereinafter called "Client"), collectively referred to herein as "Parties", provides as follows:

ARTICLE 1 – GENERAL OBLIGATIONS OF CONTRACTOR

The description of the Client's project (The "Project") and the Scope of Services as they relate to Annual Seasonal Color Container Services (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Contractor on **August 22, 2025** (the "Proposal"). The Proposal is made a part of this Agreement by reference. The Proposal includes the scope of services which complies with the requirements of the Request for Proposal (RFP PW 25-13).

ARTICLE 2 – COMPENSATION

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

ARTICLE 3 – PAYMENTS

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

ARTICLE 4 – PERIOD OF SERVICE

The Contractor shall make reasonable efforts to complete its services for the project within the time period set forth in the RFP. The agreement shall remain in effect for a period of one (1) year and may be renewed via contract amendment for two (2) additional years.

ARTICLE 5 – CHANGE IN SCOPE OF SERVICES

The Client may, at any time, make changes in the Scope of Services for the project or in the definition of services to be performed. In the event Client notifies Contractor of its desire to make a change in the Scope of Services that may change the cost of

performance, Contractor shall, within ten (10) working days after receiving such notice, give Client notification of any potential change in price for the Services.

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

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

ARTICLE 6 – STANDARD OF CARE

- A. Contractor shall perform the services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Contractor shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of *[the execution of this Agreement, submission to building authorities, or other appropriate date]*. Changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Contractor to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
- B. Following completion of its Services, if the Services provided hereunder do not conform to the applicable Standard of Care, and the same is reported to Contractor by Client in writing promptly after recognition thereof, Contractor shall, at no cost to Client, furnish all remedial services required, to the extent caused by Contractor's negligence therewith as soon as reasonably possible after receipt of such report from Client.

ARTICLE 7 – INDEMNIFICATION

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

ARTICLE 8 – LIMITATION OF LIABILITY

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

ARTICLE 9 – INSURANCE

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

ARTICLE 10 – RELATIONSHIP OF CONTRACTOR TO CLIENT

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

ARTICLE 11 – PERSONNEL

Contractor agrees that during Contractor's performance of Services hereunder, adequate provision shall be made to staff and retain the Services of such competent personnel as may be appropriate or necessary for the performance of such Services. Client shall have the right to review the personnel assigned by Contractor, and Contractor shall remove

any personnel not acceptable to Client.

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

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

ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

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

ARTICLE 13 – PERMITS AND LICENSES

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

ARTICLE 14 – ADHERENCE TO LAWS

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

ARTICLE 15 – NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

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

- A. Confidential Client information ("Primary Data") disclosed to Contractor which is identified in writing by Client as proprietary to Client shall be: (1) Safeguarded, (2) maintained in confidence, and (3) made available by Contractor only to those of its employees or others who have a need to know and agree to equivalent conditions pertaining to nondisclosures as contained herein.
- B. Upon completion of the project or sooner if Client so requests the Contractor shall return to Client's representative all primary data furnished to the Contractor under this Agreement and shall if requested deliver to the Client's representative all drawings, schedules, calculations, and other documents generated by Contractor for use in connection with the project ("Secondary Data")

- C. Contractor shall not use for itself or to disclose to third parties any primary data or secondary data without the prior written consent of Client.
- D. The nondisclosure obligations pertaining to Primary and Secondary data shall terminate three years from date Contractor's association with this project terminates. Those closure obligations shall not apply to any data which:
 - 1. Was known to the Contractor (and previously unrestricted) before disclosure of primary data to Contractor under this Agreement or before generation of secondary data;
 - 2. Is subsequently acquired by the Contractor from a third party who was not in default of any obligation restricting the disclosure of such information; or
 - 3. Is subsequently available or becomes generally available to the public.
- E. Notwithstanding this non-disclosure obligation, Contractor may nevertheless draw upon its experience in its future association with other Clients.

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

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

ARTICLE 17 – FORCE MAJEURE

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

ARTICLE 18 – PROJECT DELAY

If the Contractor's Proposal calls for provision of its Services under a guaranteed maximum price, fixed fee, or stipulated lump sum bases and the Contractor's work on any phase of the services is extended by one or more forced major events or other delays not

to the extent caused by negligence of Contractor, then the guaranteed maximum price, fixed fee, or stipulated lump sum, as the case may be, shall be equitably adjusted.

ARTICLE 19 – [RESERVED]

ARTICLE 20 – GOVERNING LAW

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

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

- A. Client and Contractor understand and appreciate that their long-term mutual interests will be best served by affecting a rapid and fair resolution of any claims or disputes which may arise out of this Agreement. Therefore, both Parties agree to use their best efforts to resolve all such disputes as rapidly as possible on a fair and equitable basis. Towards this end, both Parties agree to develop and follow a process for presenting, rapidly assessing, and settling claims on a fair and equitable basis.
- B. Any dispute or claim arising under this Agreement cannot be resolved by the project managers for the Parties within thirty (30) days after they identified the problem, the Parties agree that either of them may refer the matter to a panel consisting of one (1) executive from each party not directly involved in the claim or dispute for review on resolution. A copy of the Agreement, agreed upon facts (and areas of disagreement), and coincides summary of the basis for each side's contentions will be provided to both executives who shall review the same, confer, and attempt to reach a mutual resolution of the issue.
- C. If the dispute cannot be resolved under the process set forth in Section B, the Parties may elect to resolve the dispute through non-binding mediation. If mediation is to be utilized, the Parties shall select a single unrelated but qualified Mediator who shall hold a hearing (not to exceed half a day) during which each party shall present its version of the facts (support, if desired, by sworn, written testimony, and other relevant documents), its assessment of damages, and its argument periods. The Parties shall provide the Mediator with copies of all documents provided to their senior executives under Section B at least ten (10) days prior to the scheduled date of the mediation hearing. The Parties may also provide the Mediator with copies of any laws or regulations that they feel are relevant to the dispute. A copy of the Agreement and any disputed purchase orders will be provided to the Mediator. Formal written arguments, legal memorandum, and live testimony are discouraged but may be permitted at the discretion of the Mediator. Both Parties agree to make any involved employees or documents available to the other party for its review and use in preparing its position under this clause without the need for subpoena or other court order.

- D. Following the mediation, the Mediator will meet with both Parties and provide each of them, on a confidential basis, with his/her views of the strengths and weaknesses of their respective positions. The Parties will then reconvene and, with the assistance of the Mediator, attempt to resolve the matter. If the Parties cannot achieve resolution on the day of the mediation hearing or within forty-eight (48) hours thereafter, the Mediator will within fifteen (15) additional days issue a written non-binding decision on the issue.
- E. If the matter has not been resolved utilizing the processes set forth above and the Parties are unwilling to accept the non-binding decision of the Mediator, either or both Parties may elect to pursue resolution through litigation. In the event of any litigation between the Parties, it is agreed and stipulated that the case shall be heard and decided by the court, without a jury.
- F. The costs of the Mediator shall be borne equally by the Parties. Each Party will bear its own cost of mediation.

ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS

- A. All work shall be completed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. Contractor may at its discretion engage subcontractors to perform work hereunder provided Contractor shall promptly and fully pay said subcontractor and, in all instances, remain responsible for the proper completion of this contract.
- C. Contractor agrees to carry and pay for all workers compensation, public liability, property damage, unemployment compensation insurance and payroll taxes as required by law. Contractor warrants it is insured for injury to its employees and others working on the project through a worker's compensation policy. Contractor further warrants it maintains a comprehensive liability policy insuring against any damages or claims as a result of the acts of the Contractor or its employees and subcontractors in the amount of one million dollars (\$1,000,000) per occurrence. Contractor shall supply current declaration pages for such insurance at the execution of this Agreement.
- D. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
- E. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or unavailability of materials.

- F. Contractor warrants all work for a period of twelve (12) months following completion and shall replace and/or repair any faulty or defective work or material including trees and plant materials.
- G. Contractor has familiarized itself with the nature and extent of the Agreement, work, locality, and with all local conditions and Federal, State, and Local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work. Contractor is aware that it must be licensed to do business in the State of Georgia.
- H. No assignment by Contractor of any rights under or interests in the Agreement will be binding on the other Party hereto without the written consent of the Party sought to be bound.
- I. The Contractor further represents as follows:

ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS

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

To Contractor

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

To Client

Original to: Len Housley

Position: Public Works Director

Address: 345 Lively Avenue

Norcross, GA 30071

Copy to: Hunter Rawls

Position: Landscape & Beautification Manager

Address: 345 Lively Avenue

Norcross, GA 30071

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

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

ARTICLE 24 – MISCELLANEOUS

- A. *Waiver.* Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limits, or waive such Parties' rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.
- B. *Severability.* Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.
- C. *Rights and Remedies.* The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the services performed by the Contractor here under are the exclusive remedies of the Parties.
- D. *Transfer of Ownership.* client represents that either it is the sole owner of the facilities which are the object of the services or that is authorized to bind and does bind all owners of such facilities to the releases and limitations of liability set forth in this Agreement. client further agrees that any future recipient of any interest in the facilities and the services will be bound by such releases and limitations of liability such that the total aggregate liability of Contractor to client and such recipients shall not exceed the limits of liability set forth in this Agreement.
- E. *Publicity.* Neither of the Parties shall make any press release, news disclosure or other advertising related to the project that includes the name of the other party without first obtaining the written approval of the other party.
- F. *Entirety of Agreement.* This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

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

Contractor

(Signature)

(Printed name)

(Title)

(DATE)

Client (City of Norcross)

Craig Newton, Mayor
(Signature)

Craig Newton, Mayor
(Printed name)

Attest:

Monique Philip, City Clerk

(DATE)

(SEAL)

** Appendices A & B are extracted from the firm's proposal*

APPENDIX A – SCOPE OF SERVICES FOR ANNUAL SEASONAL COLOR CONTAINER SERVICES



since
1992



*Partnership Proposal
prepared for:*
City of Norcross

August 22, 2025

Penelope Hilliard
Director of Business Development

☎ [770.740.9739](tel:770.740.9739)

📞 [678.595.7446](tel:678.595.7446)

✉ penelope.hilliard@crabapple.com

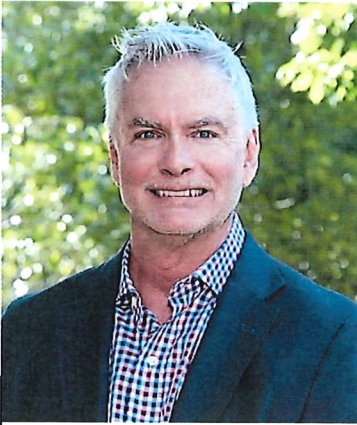
🌐 www.crabapple.com



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1. Cover letter



PRESIDENT /CEO

NORTH BRANCH

1012 UNION CENTER DR
ALPHARETTA, GA 30004
770-740-9730 OFFICE
678-297-0399 FAX

SOUTH BRANCH

1850 DICKERSON DRIVE
MABLETON, GA 30126
770-740-9739 OFFICE
678-297-0399 FAX

WEST BRANCH

428 EAST ROPE MILL LANE
HOLLY SPRINGS, GA. 30188
770-740-9739 OFFICE
678-297-0399 FAX

SALES OFFICE

72 MARIETTA STREET
ALPHARETTA, GA 30004
770-740-9739 OFFICE
678-297-0399 FAX

ATHENS BRANCH

STATHAM, GEORGIA
770-740-9739 OFFICE
678-297-0399 FAX

LOCAL

Crabapple Turf Management, Inc. dba Crabapple LandscapExperts was founded by Georgia Native, Bill Coleman. Originally a Garden Center in the early 70's, Coleman bought Crabapple in 1992 and targeted commercial efforts toward Community Associations. Crabapple's excellence in Commercial Association Maintenance became the cornerstone for the Crabapple Brand. Over the last 20 years, Crabapple has fostered this growth and successfully expanded commercial maintenance into business parks, senior living, retail mixed use, hospital campuses, multi family, office, industrial parks, and municipalities. Bill and Crabapple's leadership team actively engage with clients on a daily basis and interface with customers.

FLEXIBLE

Our expertise extends to daily property management with on-site managers and full-time crews. At Crabapple, we have the flexibility to accommodate the individual needs of our customers and customize your Seasonal Color Installation and Maintenance Program.

RELIABLE

Crabapple is among the five largest landscaping companies in Georgia. What benefits does this offer you? Should several team members be unable to work due to illness, we have the capacity to adjust our workforce accordingly, ensuring that the maintenance and enhancements of your property continue seamlessly. We assure you that any staffing issues will not lead to delays in service.

BEST PRACTICES

We are grateful for the opportunity to bid for the Annual Seasonal Color Container Services for The City of Norcross and know we are right for the job. Through our accessibility, communication and over 3 decades of experience, Crabapple has established a reputation of reliability and accessibility. We would be honored to be your trusted partner for your landscape maintenance needs.

By adhering to best practices, we guarantee long-term health and care for your landscape.

Sincerely,

Penelope Hilliard
Director of Business Development
Crabapple LandscapExperts
1012 Union Center Drive
Alpharetta, Georgia 30004
678.595.7446 Cell
Penelope.hilliard@crabapple.com



Primary Contact
ALANNA BEARDEN
Floriculture Manager
470.970.8842 Cell
Alanna.bearden@crabapple.com

Statement of Qualifications: ABOUT THE FIRM (a. – c.)

Founded in 1992, Crabapple LandscapExperts has grown into a premier landscape design and maintenance company based in the heart of Georgia. With decades of experience, we are dedicated to enhancing outdoor spaces and creating beautiful, functional environments that meet the needs of our commercial clients



Our Mission

At Crabapple LandscapExperts, our mission is to create and maintain inspiring outdoor environments that enhance community, support sustainability, and reflect the unique identity of each space. We believe that thoughtfully designed and well-maintained landscapes contribute to the vitality and connectivity of the communities they serve.

Placemaking & Community Partnership

We are committed to partnering with visionary organizations like the City of Norcross that prioritize the transformation of spaces into thriving, inclusive environments. Whether enhancing pedestrian corridors, curating green spaces within mixed-use developments, or maintaining historic landscapes, we tailor our services to support the architectural integrity and cultural relevance of each property. Our collaborative approach ensures alignment with stakeholders' goals and fosters meaningful community engagement.

Sustainability Focus

Crabapple LandscapExperts shares a commitment to sustainability. Our work incorporates environmentally responsible practices including native plantings, efficient irrigation systems, and regenerative landscape management techniques. These efforts not only reduce environmental impact but also help create healthier, more resilient green spaces that support biodiversity and long-term ecological balance.

Statement of Qualifications: ABOUT THE FIRM (a. – c.)

Our Size

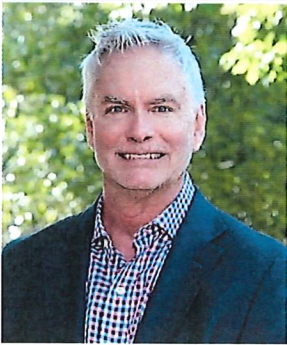
Crabapple LandscapExperts, is among the top 10 largest landscape companies in Georgia, but what sets us apart is that we are locally owned and operated. Our owner and leadership team ride properties daily and work alongside our operations teams to ensure consistent weekly service excellence. On average Crabapple has 235 full time employees depending on the season, 340 full time employees during the growing season. We utilize E-Verify to ensure that all Crabapple employees may legally work in the United States. We also require that all applicants pass a drug screen prior to employment. All team members are uniformed, all production vehicles are logoed, and appropriate safety equipment is used. Production members also go through significant initial and ongoing training for the job skills they must possess to correctly manage the landscape on your property.

Currently, Crabapple services an average of 500 properties and 60 million SF of turf each week.



Statement of Qualifications: ABOUT THE FIRM

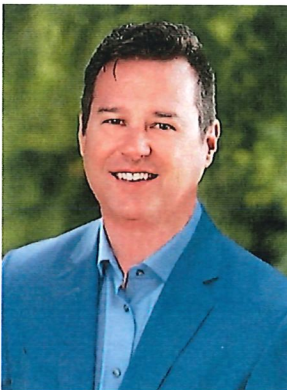
d. PROPOSED PROJECT PERSONAL LEADERSHIP



BILL COLEMAN

CEO

Crabapple LandscapExperts was founded 31 years ago by Georgia native, Bill Coleman. Originating as a plant nursery and garden center in the early 70s, Coleman bought Crabapple in 1992 and targeted commercial efforts toward Community Associations. Crabapple's consistent excellence in Commercial HOA Landscape maintenance became the cornerstone for the Crabapple Brand. fostered this growth and successfully expanded commercial maintenance focus into business parks, mixed-use developments, Parks and Rec, hospital campuses, and industrial parks. Over this 31-year run, Coleman has retained top industry managers. Coleman's dedication to the well-being of his employees has resulted in a cohesive team committed to customer service excellence. Consistency and accountability have been the formula to Crabapple's success.



TIM BREWSTER

VP OF OPERATIONS

Tim has been with The Crabapple Team for 21 years and brings 32 years Landscape Industry expertise to Crabapple. Tim works alongside company leadership to oversee the day-to-day maintenance operations of all branches. Tim's responsibilities extend from operations strategy to managing Crabapple's budgeting processes.



BENJAMIN HARINGA

VP OF ENHANCEMENTS

Ben attended The Stockbridge School of Agriculture for Turfgrass Management and The University of Massachusetts for his Bachelor's in plant and soil science. Ben brings over 19 years of landscape construction experience to Crabapple.

Ben was the Sr. Operations Manager for Landscape Creations of Rhode Island and has a deep understanding of the construction process. Ben has overseen approximately highly technical hardscape installation projects, exceeding \$45M in total project value over a year.

Statement of Qualifications: ABOUT THE FIRM

d. PROPOSED PROJECT PERSONAL SEASONAL COLOR FIELD TEAM

ALANNA BEARDEN

Floriculture Manager

Years in Green Industry: 8

FRANCIS BETANCOURT

Crew

Years in Green Industry: 5

EZEQUIELA MONASTERIO

Crew

Years in Green Industry: 5

MARIA MARQUEZ

Crew Leader

Years in Green Industry: 10

ESTHER RAMIREZ

Crew

Years in Green Industry: 10



Statement of Qualifications: EXPERIENCE

e. Attached a list of 3-5 similar projects completed in the last 5 years.

Please see Reference Section.

f. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).

Crabapple currently services **approximately 500 clients**, generating **over \$31 million in annual revenue**. This reflects both the **breadth of our operations** and the **trust placed in us by municipalities, commercial properties, and private organizations** across the region.

Our ability to manage high-volume, high-value contracts with consistency and care is a testament to our operational strength and client-first approach.

g. Contracts recently executed with similar governmental clients and similar scopes of work (including gross amount of each contract and the approximate dates of completion)

City of Alpharetta – total contract approximately \$400,000 (ongoing service)

City of Stone Mountain - total contract approximately \$200,000 (ongoing service)

City of McDonough - total contract approximately \$300,000 (landscape enhancement installation complete. Ongoing maintenance service)

h. General character of work performed by your company.

Crabapple offers **fully integrated in-house services** for floral design, installation, and year-round maintenance. Our expert team ensures that every display is **vibrant, visually striking, and meticulously cared for**, enhancing the aesthetic appeal of public and commercial spaces.

Our **Seasonal Color & Perennial Maintenance Program** is a cornerstone of our service offering - **refined through years of hands-on experience and a deep commitment to excellence**. This program delivers consistent, high impact results that clients can rely on season after season.

Our dedication to quality and attention to detail has earned industry recognition, including:

- **2019 GALA Merit Award** for *Commercial Seasonal Color*
- **2024 GALA Silver Award** for *Superb Design and Execution of Seasonal Color recognizing our outstanding work with the City of Alpharetta's streetscape pots, urns, and containers.*

These honors reflect our passion for creating floral environments that are not only beautiful but also enduring and impactful.

Statement of Qualifications: EXPERIENCE

i. Have you ever failed to complete any work awarded to you, if so, where, and why?

Crabapple has a long-standing record of **completing every project awarded to us—on time and as promised**. Our team is committed to delivering dependable, high-quality service, and we take pride in the efficiencies we bring to every phase of a project, including:

- **Time Management:** Streamlined scheduling and execution to meet deadlines without compromise
- **Project Planning:** Proactive coordination that minimizes disruptions and maximizes productivity
- **Budget Approach:** Cost-effective strategies that align with client goals and financial parameters

Our consistent performance and attention to detail make us a trusted partner for municipalities and organizations seeking reliability and results.

j. Have you ever defaulted on a Contract, if so, where, and why?

Crabapple has **never defaulted on a contract**. Our unwavering commitment to accountability, transparency, and follow-through ensures that every project we undertake is completed in full compliance with contractual obligations. Clients can trust us to deliver—**on time, on budget, and to specification**.

k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?

Please see responses to items i and j above.

l. How long do you warrant a project?

Crabapple stands behind the quality of our work. We offer a **one-year warranty** on all workmanship, ensuring peace of mind and long-term satisfaction for our clients. If any issues arise related to our installation or maintenance within the warranty period, we will promptly address and resolve them at no additional cost.

m. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?

Our insurance coverage remains in effect for the duration of our business operations. As long as a claim is filed while the policy is active, it will be honored—regardless of whether the project's completion date has already passed.

Statement of Qualifications: **APPROACH**

n. Implementation Plan & Timeline

Design:

Our flower designers tailor displays to each property based on the individual climate, sun exposure, and the aesthetic attributes of the site. Our customers are presented with PRO Land visual displays to supplement their seasonal flower proposals.

Planter Containers, Vessels, Urns and Pots

Installation Project Approach:

Crabapples team will remove any old flowers from the planters. Old mulch or other plant debris will be removed to achieve a clean soil surface. The pots will be hand tilled with additional potting soil (Fafard 3B professional potting mix) will be added and blended to fill the containers to the appropriate level. Terra-Sorb, fertilizer and fungicide will be added after the hand tilling is completed. Plants will be laid out per the design and planted. Brown hardwood mulch will be applied over any open soil to prevent weeds and retain moisture.

Maintenance Project Approach:

Maintenance will be performed bi-weekly and will include weeding, dead-heading, removal and replacement of any failing plant material or foreign debris. Liquid drench fertilizer will be applied every six weeks or as needed to ensure vigorous growth and blooming. Liquid fungicides will be applied as needed throughout the season.

Proposed Equipment:

Trucks: Crabapple has a fleet of pick-up trucks and trailers specialized to install Annual Color. They consist of Dodge Ram 1500's, 2500 pickups and small dump trucks for debris remove and soil install.

Small engine equipment: Assorted power tools such as rototillers and blowers

Hand Tools: Full array of required hand tools to execute Annual Color installations.

Standard Fertilizer Program (all fertilizers/pesticides will be reviewed and approved by City landscape manager prior to use):

Muscle: Muscle photosynthesis resulting in increased root growth and plant health. Benefiting overall plant health, aids in quick recovery from stresses including disease, sunlight/shade issues, drought, and poor drainage.

Regal Crown: Stimulates root growth, improving the root zone of the plant resulting in improved plant health and enhanced stress resistance.

Multi Green: Increases plant vigor, within a few hours of application, the plant color improves.

Resyst: Systemic fungicide for the effective control of various plant diseases.

Systec: Broad spectrum fungicide.

Statement of Qualifications: **APPROACH**

n. Implementation Plan & Timeline

Annual Color Labor Resources:

Crews: Crabapple has 5 dedicated Annual Color crews with either 2 or 3 crew members each.

City of Norcross Planter Installation & Maintenance Schedule

- **Installation:** We have allocated **two crews**, each consisting of **2–3 team members**, to complete the installation of all planters within **one day**.
- **Bi-Weekly Maintenance:** For ongoing upkeep, we have designated **one crew** of **two team members** to perform maintenance every **two weeks**, requiring **one day** per visit.

Supervision & Implementation:

Vice President of Enhancements: Ben Haringa has been working in the landscape industry for 19 years and brings with him the experience in landscape construction including hardscape and softscape installation.



Ben Haringa
Vice-President
Enhancements

Years in Green Industry: 19

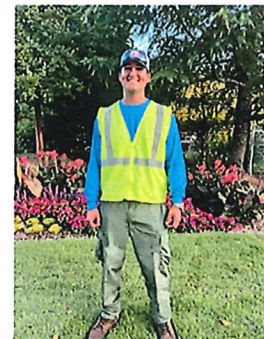
MUTCD Requirements:

Crabapple employees will at all times wear High-Visibility Safety Apparel in accordance with ANSI/ISEA 107-2007. Employees are trained in TTC techniques, device usage and placement for Short-Term stationery work as well as Mobile work. Temporary traffic barriers shall be placed along the workspace, will include reflective cones, men working signage, flaggers, high visibility flashers or strobe lights, and any other applicable guidance per MUTCD 2009r1r2 section 6G.02 for short duration work zones and mobile work.



Official Crew Uniforms

Crabapple Landscape T-Shirt
Firm Grip Work Gloves
Closed Toe Work Boots
Green Cargo Pants
Crabapple Landscape Safety Vest
Protective Eyewear
Ear plugs
Branded Crabapple Hat



Statement of Qualifications: **APPROACH**

o. Company Equipment

- 3 Company Owned Operation Facilities
(5 total facilities)
- 50 Maintenance Crew Trucks
- 697 Inventoried pieces of mechanical equipment
(Various sizes of mowers, blowers, weed eaters, edgers, leaf vacs, etc)
- 4 Dump Trucks
- 6 Bobcats
- 6 Designated Lawn Care Trucks
- 6 Seasonal Color Crew Trucks

Maintenance Schedule

- 5 Full Time Mechanics on Staff
- Strict Preventative Maintenance Schedule
- Mower Blades Sharpened Regularly
- Tire Pressure Checked Daily
- Oil Levels Checked Daily

p. Subcontractors

Crabapple proudly handles all aspects of seasonal color installation and maintenance in-house. Our dedicated team of experienced professionals designs, installs, and maintains vibrant seasonal displays tailored to each client's unique landscape.

We do **not** rely on subcontractors for this work, ensuring:

-  Superior oversight and quality control
-  Increased efficiency and responsiveness
-  Personalized attention and exceptional customer service

By keeping everything under one roof, we deliver consistent results and a seamless experience from start to finish.

PROPOSED WORK PLAN/APPROACH

1. Provide examples of plants and plant combinations you would use for both Autumn/Winter installations as well as Spring/Summer installations.

Autumn/Winter

Thriller: Russian Red Kale

Filler: Lemon Pansy/Acorus

Spiller: Sedum

Angelina/Lamium Beacon

Silver



Spring/Summer

Thriller: Angelonia Raspberry

Filler: Lantana Pot of Gold

Filler/Spiller: Vinca Cascade
Polka dot

Spiller: Creeping Jenny



PROPOSED WORK PLAN/APPROACH

2. Provide an example of an integrated pest management (IPM) plan you would have in place for at least one kind of common pest or disease of your choosing.

During our Bi-Weekly Visits

- Check for insects (aphids, whiteflies, spider mites, caterpillars)
- Inspect for fungus (powdery mildew, root rot, leaf spot)
- Look for plant stress: yellowing, wilting, leaf drop

Treatments

- Remove affected flowers/leaves immediately
- Apply insecticidal soap or horticultural oil for pests if needed
- Use fungicides or organic alternatives (e.g., neem oil, copper spray) for fungal issues
- Rotate treatments to prevent resistance
- Clear debris from soil surface (discourages fungus/insects)

Root Rot Management

Root rot is the most common pest-related issue in seasonal color beds, typically caused by **overwatering, poor drainage, or pathogenic fungi** such as *Pythium*, *Phytophthora*, or *Rhizoctonia*.

Preventive Measures:

- Ensure planters have **adequate drainage** and use well-aerated growing media.
- Monitor soil moisture levels during **bi-weekly site visits**.
- Apply **preventive fungicide treatments** (e.g., Subdue Maxx, Heritage, or Cleary 3336) as part of routine care.

Corrective Action:

- If symptoms persist (wilting, yellowing, mushy roots), **remove all affected plant material and soil**.
- Replace with **fresh growing medium** and replant using healthy, disease-free stock.
- Sanitize containers and tools to prevent reinfection.

Insect Pest Management

Invasive insect pests such as aphids, whiteflies, and thrips can damage seasonal color beds and reduce bloom quality.

Preventive Measures:

- Select **plant varieties less prone to pest infestations**, focusing on **pollinator-friendly** and **regionally hardy** species.
- Avoid over-fertilization, which can attract soft-bodied pests.
- Incorporate **companion planting** strategies to deter pests naturally.

Monitoring & Response:

- Conduct **visual inspections** during bi-weekly visits.
- Use **sticky traps** or indicator plants to detect early infestations.
- Apply **targeted insecticidal treatments** only when thresholds are exceeded, prioritizing **low-impact options** like neem oil or insecticidal soap.

3.If a new container were to be added to the inventory, what would you, as a vendor, use as growing medium?

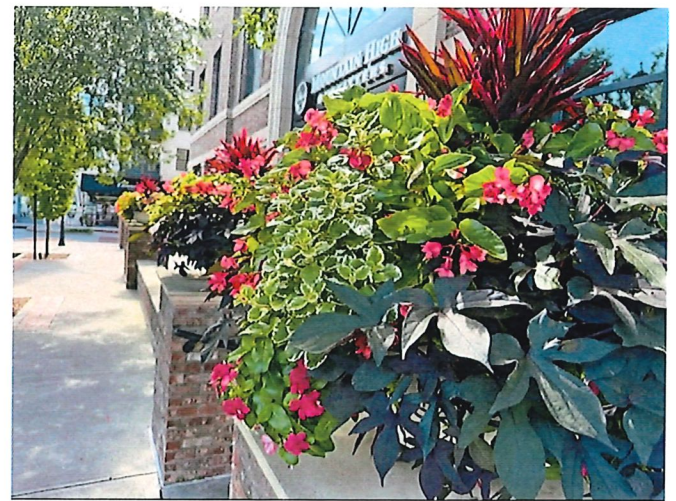
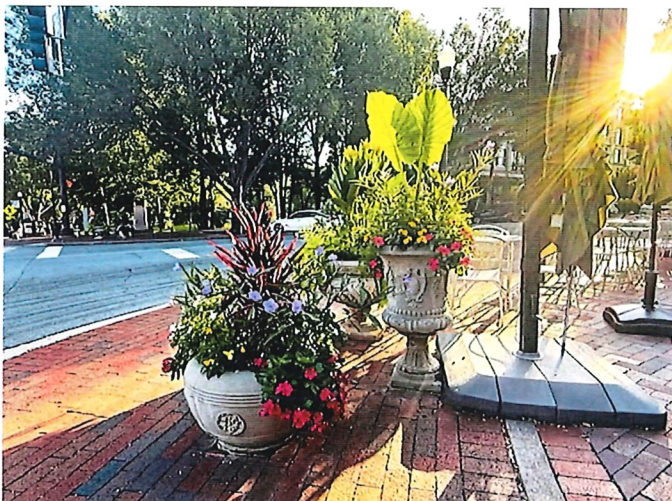
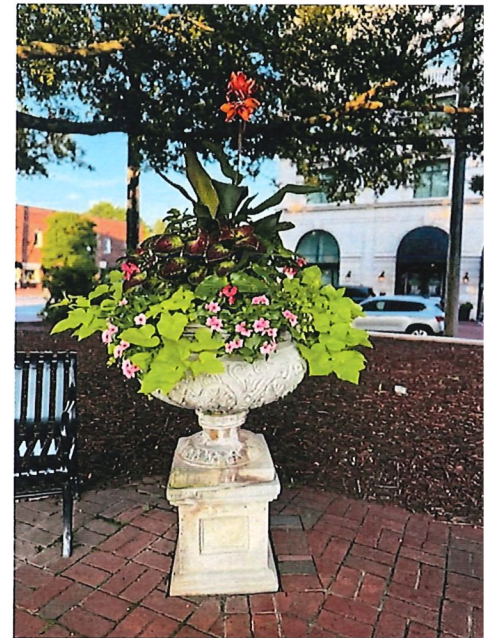
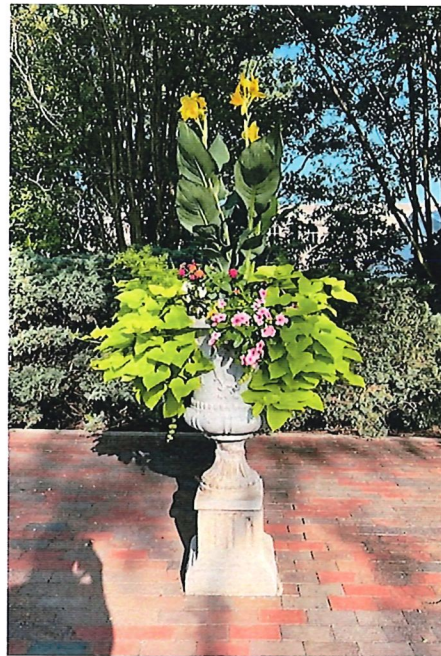
For **seasonal color planters**, the ideal growing medium should support vibrant blooms, retain moisture, and drain well to prevent root rot. We use Fafard 3B Professional Potting Mix, in all our containers.

Ingredient listing:

- 🌿 Processed Bark
- 🌿 Canadian Sphagnum Peat Moss
- 🌿 Perlite
- 🌿 Compost
- 🌿 Dolomite Lime
- 🌿 RESILIENCE®
- 🌿 Wetting Agent

PROOF OF SAMPLES

City of Alpharetta



Attachment: Contract Agreement – Crabapple Turf Management, Inc. dba Crabapple Landscapexperts (25-7422 : Award of Contract for Annual

PROOF OF SAMPLES

Cherry Street Brewing Company – Halcyon



Outlet Shoppes of Atlanta



Staybridge



PROOF OF SAMPLES



Attachment: Contract Agreement – Crabapple Turf Management, Inc. dba Crabapple Landscapexperts (25-7422 : Award of Contract for Annual

APPENDIX D

RFP PW 25-13

REFERENCES

References for Crabapple Turf Management, Inc. dba Crabapple LandscapEXPERTS

Please provide a list of contact numbers, addresses and a contact person for at least four (4) projects completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of four (4) references where work of a similar size and scope has been completed (or in progress).

Company Name: City of Alpharetta
 Description of Project: Landscape & Flower maintenance of 12 Parks, Arts Center, 3 miles of the Alpha Loop, Town Center, 100 City-Scape Pots, Urns, and Containers.
 Completion Date: Ongoing
 Contact Person: Eric Milley, Parks Manager
 Telephone: 678-347-5322 Fax: _____
 Email address: emilley@alpharetta.ga.us

Company Name: City of Stone Mountain
 Description of Project: Downtown Streetscape Maintenance, Event Lawn, and Cemetery. Maintenance and Watering of 20 Seasonal Color Planters and Hanging Baskets.
 Completion Date: Ongoing
 Contact Person: Miglena "Maggie" Dimov, Economic Development Director
 Telephone: 470-925-3286 Fax: _____
 Email address: mdimov@stonemountaincity.org

Company Name: City of McDonough
 Description of Project: Enhancement Installation and Landscape Maintenance to include 2,900 SF of in-ground color beds and 28 Seasonal Color Planters.
 Completion Date: Ongoing
 Contact Person: Cinderella Bennett, Main Street Director
 Telephone: 404-291-3522 Fax: _____
 Email address: cbennett@McDonoughGA.org

APPENDIX D

RFP PW 25-13

REFERENCES

Company Name: Outlet Shoppes of Atlanta 915
 Description of Project: Landscape and Flower Maintenance to include 6 in ground/raised planter beds and 126 Pots/Urns
 Completion Date: Ongoing
 Contact Person: Jennifer Kelly, Assistant General Manager
 Telephone: 404-993-5595 Fax: _____
 Email address: jennifer.kelly@horizongroup.com

Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

CERTIFICATE OF LIABILITY INSURANCE

Client#: 2020616

CRABATUR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC CL 1 Concourse Pkwy NE Suite 700 Atlanta, GA 30328		CONTACT NAME: Jonathan Napier PHONE (A/C, No, Ext): 800 849-0942 FAX (A/C, No): E-MAIL ADDRESS: jonathan.napier@usi.com															
INSURED Crabapple Turf Management, Inc 1012 Union Center Dr Ste A Alpharetta, GA 30004		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Selective Insurance Company of SC</td> <td>19259</td> </tr> <tr> <td>INSURER B: FCCI Insurance Company</td> <td>10178</td> </tr> <tr> <td>INSURER C: North River Insurance Company</td> <td>21105</td> </tr> <tr> <td>INSURER D: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Selective Insurance Company of SC	19259	INSURER B: FCCI Insurance Company	10178	INSURER C: North River Insurance Company	21105	INSURER D: Federal Insurance Company	20281	INSURER E:		INSURER F:	
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COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			S258508502	07/01/2025	07/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			S258508502	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			S258508502	07/01/2025	07/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC10009362501	07/01/2025	07/01/2026	PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Excess Liability Layer 5x5			5228234703	07/01/2025	07/01/2026	5,000,000
D	EPL			J06247994	07/01/2025	07/01/2026	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

William Coleman, Owner

FOR INFORMATION ONLY

CERTIFICATE HOLDER	CANCELLATION
Crabapple FOR INFORMATION ONLY 1012 Union Center Drive Alpharetta, GA 30004-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paula B. Bulman</i>

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 ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
 #S49787900/M49744131

PVRZP

NO CONFLICT OF INTEREST

No disputes or conflicts of interest relating to the City of Norcross, Norcross Development Authority, Gwinnett County, and any other relevant and related agencies, organizations, or businesses, exist.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Crabapple Turf Management, Inc., dba Crabapple
Landscape Experts

1012 Union Center Drive
Alpharetta, GA 30004

OWNER:

(Name, legal status and address)

City of Norcross Department of Public Works
345 Lively Avenue
Norcross, GA 30071

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company

800 Gessner, Suite 600

Houston, TX 77024

Mailing Address for Notices

800 Gessner Road, Suite 600

Houston, TX 77024

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

RFP PW 25-13 - ANNUAL SEASONAL COLOR CONTAINER SERVICES

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of August, 2025.

(Witness)

(Witness) Linda Roberts

Crabapple Turf Management, Inc., dba Crabapple Land
(Principal) (Seal)

By: Director Jan Moulton
(Title)

Great Midwest Insurance Company
(Surety) (Seal)

By: Tiffany Soto, Attorney-in-Fact
(Title)



POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: **Tiffany Soto**

Surety Bond No: Bid Bond

Principal: Crabapple Turf Management, Inc., dba Crabapple Landscape Experts

Obligee: City of Norcross Department of Public Works

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.



GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument: that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 21st Day of August 2025.



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

*E-Verify and SAVE Public Benefit Affidavits removed for privacy



City of Norcross
 65 Lawrenceville Street, Norcross GA 30071
 Office: 678-421-2069 Fax: 770-255-2335
www.norcrossga.net

Addendum Acknowledgement: *Douglas M. Howard*
 8/15/25

Addendum 1 – Q&A
 ANNUAL SEASONAL COLOR CONTAINER SERVICES
 RFP PW 25-13

The following changes and clarifications to the RFP are provided based on questions received and must be added/considered when completing your proposal:

CLARIFICATIONS

1. Q: Is a bid bond required for this project, assuming that the pricing will exceed \$30,000? There is no bond documentation included in the solicitation. Will documentation be provided, or should the SURETY supply formatted documents?
A: Yes, a bid bond is required for all proposals including pricing of \$30,000 or more. The surety shall supply the formatted documents.

2. Q: Given this RFP does not require any construction, would the City consider forgoing the need for the Bid bond?
A: No. A bid bond for a public works contract worth \$30,000 or more is a requirement per the city's financial management policies.

3. Q: In prior communications, we have advised that the timeline provided by the City of Norcross creates risk for flowers rooting into the soil of the containers. A cold snap at this time of year without offering the flowers sufficient time to root in, may result in catastrophic die-off (of plants). As for the merchants, these flowers are essential to the ambiance & beauty of the historic Norcross area during the holiday season; supporting and invigorating the downtown during this busy shopping period.
A: See change #1 of Addendum 1.

4. Q: What is the expectation for addressing watering in the proposal?
A: The city's Public Works department is responsible for routine watering. Firms should address watering for installations only in the proposal.

5. Q: Please describe what proof of samples should entail.
A: Proof of samples may include photographs of previous work, in commercial or residential settings. Specific examples of fall and spring installations are encouraged.

6. Q: Is there a vision for the containers located at the Welcome Center?
A: The hanging pots are changed out entirely seasonally. Containers with permanent centerpieces and perennials shall be underplanted seasonally. Suggestions for centerpiece and/or perennial replacements are encouraged. Replacements of permanent features must be approved by the landscape manager and will be billed as additional labor.
7. Q: Will the fern hanging baskets require winter planting?
A: The hanging pots at the Welcome Center are changed entirely seasonally.
8. Q: Should bidders price out perennial pots?
A: Suggestions for centerpiece and/or perennial replacements are encouraged. Replacements of permanent features must be approved by the landscape manager and will be billed as additional labor.
9. Q: Is there a vision for the black urns located on South Peachtree Street?
A: An assorted of plant material is preferable. If a more minimal design is recommended for smaller containers to optimize plant health, review and confirm plant selections with the Landscape Manager.
10. Q: How frequently are the containers at the Community Center changed?
A: All containers are noted as seasonal or with permanent features in Appendix B. Seasonal containers are changed out entirely. Containers with permanent features shall be underplanted seasonally if there is adequate space. Suggestions for centerpiece and/or perennial replacements are encouraged. Replacements of permanent features must be approved by the landscape manager and will be billed as additional labor.
11. Q: Is organic fertilizer required?
A: Organic options are preferred but not required. Non-organic and alternative fertilizers must be approved by the Landscape Manager.
12. Q: How should bidders approach planters containing art sculptures?
A: Planters containing art sculptures should be limited to underplanting.
13. Q: Does the city's status as a Bee City USA have any impact on materials used for insect control?
A: Yes, staff generally recommends the avoidance of systemic options. Staff also recommend the use of low maintenance plants with low risk of pests and disease. The vendor shall incorporate integrated pest management and use pesticides as a

last resort. Pesticides, including herbicides, insecticides, nematocides, fungicides, miticides, etc. must be confirmed and approved with the landscape manager prior to their use. There shall be no use of neonicotinoids.

14. Q: Is the previously awarded bid tabulation available?

A: There is no bid tabulation available; however, the current contract was awarded to the Garden Goddess dba Gardens by Design, the sole bidder for RFP PW 23-16.

15. Q: Should bidders include planting and maintenance dates in the proposal? Will the vendor be permitted to breakup work.

A: Yes, bidders should include a proposed schedule. Installation and maintenance shall be in accordance with Norcross' events schedule. Seasonal installation scheduling shall be submitted to and approved by the landscape manager. It is advised to complete downtown streets within 1-2 days and may be broken up by streets (S Peachtree St/Holcomb Bridge Rd, Skin Alley, and Jones St/Wingo St). It is advised to complete the remainder of containers located at facilities within 1-2 days.

16. Q: Are there expectations around scheduling work to minimize impact on merchants?

A: Yes. The selected vendor should make all efforts such as scheduling work earlier in the day to minimize impact on merchants.

17. Q: Will the city provide the bidders/contractor with a list of special events to assist with scheduling work?

A: Yes.

18. Q: How engaged is the public with this project?

A: The Norcross community and downtown merchants expect containers that are presentable and aligned with the project scope/specifications within the RFP. Special attention should be given to containers, especially throughout downtown streets, prior to and following high volume weekends and events. Containers shall be monitored and maintained regularly by quality checks, grooming, removal of litter, etc.

CHANGES

1. On Page 13 of the RFP Packet, Appendix A: Schedule of Events,” Contract Award has been changed as follows:

“Contract Award (On/about) September 2025”

The recommendation for the award of contract has been moved from the October regular Mayor & Council meeting to the September regular Mayor & Council meeting to accommodate fall planting schedules. No changes have been made to the submission deadline of August 22, 2025, at 11:00am.

**REVISED
APPENDIX A
RFP PW 25-13
SCHEDULE OF EVENTS**

Event:	Date:
Release of RFP	July 23, at 11:00 a.m.
Pre-proposal Meeting	August 8, 2025, at 10:00 a.m.
Deadline for Written Questions	August 11, 2025, at 5:00 p.m.
Proposals Due	August 22, 2025, at 11:00 a.m.
Proposal Evaluation	August 2025
Contract Award (On/about)	September 2025

APPENDIX B – COMPENSATION FOR ANNUAL SEASONAL COLOR CONTAINER SERVICES

APPENDIX E
RFP PW 25-13
COST PROPOSAL

For lump sum, please combine costs for 2 biannual installations and monthly maintenance for 12 months.

ITEM	COST
Biannual Installation #1 – Year 1	\$ 7,480.75/Fall 2025 Includes tulip install for early Spring interest prior to Spring/Summer Installation
Biannual Installation #2 – Year 1	\$ 6,366.79/Spring 2026
Maintenance per Month – Year 1	\$ 1625.00/mo (\$19,500 annually)
Lump Sum – Year 1	\$ 33,347.54
Proposed Annual % Increase	<u>3</u> %

BIDDER, in compliance with the Invitation to Bid for the construction of this project, having examined the Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the production and contract requirements, within the time set forth therein, and at the price(s) stated above. This price is to cover all expenses including overhead and profit incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER verifies that all information provided in response to this bid package is truthful and accurate to the best of the Bidder's knowledge and belief.

This bid is submitted to the City of Norcross by: -

Firm Name: Crabapple Turf Management, Inc. dba Crabapple LandscapEXPERTS

Authorized Representative: Deborah M. Hilliard

Firm Address: 1012 Union Center Drive, Alpharetta GA 30004



City of Norcross
Department of Public Works

REQUEST FOR PROPOSALS
ANNUAL SEASONAL COLOR
CONTAINER SERVICES
RFP PW 25-13

City of Norcross

Public Works Department

REQUEST FOR PROPOSALS ANNUAL SEASONAL COLOR CONTAINER SERVICES RFP PW 25-13

INSTRUCTIONS:

The proposal package should be clearly marked “**RFP PW 25-13 – ANNUAL SEASONAL COLOR CONTAINER SERVICES**” on its face and submitted by **11:00 a.m. on August 22, 2025**, to the address below. Please submit two printed copies and one electronic copy (USB) of your RFP package to:

Charlene Marsh
Procurement & Capital Projects Manager
City of Norcross Public Works Department
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information. Return address must be clearly marked on the outside of the proposal packet.

There will be an optional, highly recommended, pre-proposal meeting on **August 8, 2025, at 10:00 a.m.** at the Norcross Public Works building, located at 345 Lively Avenue, Norcross GA 30071.

Please submit questions/requests via **e-mail only** to procurement@norcrossga.net by **5:00 p.m. on August 8, 2025**. Questions and answers will be posted in an addendum on the [City Website](#).

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

No proposal may be withdrawn within thirty (30) days after the proposal deadline. Requests for withdrawals must be submitted in writing. All proposals shall remain firm for 90 days after the submission deadline.

We appreciate your interest in the City of Norcross!

Attachment: RFP PW 25-13 Packet (25-7422 : Award of Contract for Annual Seasonal Color Container Services)

RFP/RFQ CHECKLIST

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

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the City of Norcross' staff member's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFP/RFQ and is an excellent source of information for any questions you may have.
3. _____ **Attend the Pre-Proposal meeting** if one is offered, these conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/RFQ.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP/RFQ. All addenda issued for this RFP/RFQ will be posted on the City's website and will include all questions asked and answered concerning the RFP/RFQ.
5. _____ **Follow the format required in the RFP/RFQ** when preparing your response. Provide point- by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the City or Evaluation Committee will know what your capabilities are or what items/services you can provide, even if you have previously contracted with the City. Evaluations are based solely on the information and materials provided in your response.
7. _____ **Use the forms provided,** i.e., reference form, sample budget form, certification forms, etc.
8. _____ **Check the City website for RFP/RFQ addenda.** Before submitting your response, check the City website at <https://www.norcrossga.net/bids.aspx> to see whether any addenda were issued for the RFP/RFQ.
9. _____ **Review and read the RFP/RFQ document again** to make sure that you have addressed all requirements.
10. _____ **Submit your response on time.** Note all the dates and times listed and be sure to submit all required items on time. Late and incomplete responses are never accepted.

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

1.0 **INTRODUCTION**

The City of Norcross is seeking requests for proposals for the Annual Seasonal Color Container Maintenance Services for designated areas within the City of Norcross as illustrated in attached exhibits. The initial contract term is 1 year with two (2) options for renewal.

1.1 **PROJECT SCOPE**

All Seasonal Color Container contract services shall be provided on a bi-weekly basis Monday through Friday, excluding major Holidays, or as determined by the City prior to commencement of the contract, at all locations specified in **Appendix B** unless otherwise noted as exceptions. The Seasonal Color Maintenance work will include but is not limited to bi-weekly quality checks, grooming (deadheading, pruning of dead material, etc.), removing of litter in the containers, and fertilization every 6 weeks. All work must be conducted according to industry standards. Responsibility of watering will be assumed by City staff, except for at time of planting, which will be done by Contractor.

Seasonal installation will be executed in October and April. The plant choices will differ in height, growing habit, color, and textures with an emphasis on drought tolerance. Plant Material will be replaced throughout the year as needed with particular attention to festival dates in October, December, April, May, and July. All pest/disease control and fertilization will be done through organic methods, unless otherwise permitted by City staff.

1.2 **SPECIFICATIONS**

All Seasonal Color Container Maintenance contract services shall be provided in accordance with the maintenance specifications. Seasonal Color Container Maintenance must be provided according to the included maintenance checklist.

Installation

Plant diversity and a varietal palette of textural/colorful material will be installed with at least three different species in each container. The ‘Thriller-Filler-Spiller’ design concept shall be incorporated for creating visually appealing containers. Containers shall be planted densely and fill in quickly to cover voided space/bare soil.

The vendor is encouraged to experiment with asymmetry in their designs and avoid monoculture installations of similar containers city-wide, in order to create interests and appeal throughout downtown streets, storefronts, facilities, etc. The vendor may suggest rearrangements of containers and groupings of containers deemed necessary for optimal plant growth/health and/or for visual appeal. City staff may move containers at their own discretion.

A well-draining but retentive soil medium that is best suited for optimal plant growth/health will be replaced or topped off as needed.

Important considerations must be taken and adequate site planning performed to ensure appropriate plant material is selected for the site conditions per container, such as amount of sun, awning coverage, pedestrian accessibility, vehicle visibility, business activity, etc.

Thriller: A tall focal plant as the centerpiece

Filler: Medium-sized plants around the centerpiece to fill space

Spiller: Trailing plants that spill over the edges of the container

Plant selection

Vendor must submit seasonal installation plant selection for review. The landscape manager may suggest alternatives and accommodation must be met within reason depending on plant availability, pricing, suitability, etc.

The vendor will select plants not prone to pest/disease issues or that require routine pest management and are encouraged to source plants grown without the use of neonicotinoids.

Invasive plants

No invasive plants as listed by the Georgia Invasive Species Council, Georgia Invasive Species Task Force, Georgia Forestry Commission, University of Georgia, Georgia Department of Natural Resources, and Georgia Department of Agriculture shall be used. This includes exotic species of concern not yet categorized as invasive within the state of Georgia with the potential to become invasive or that are categorized as invasive within neighboring southeastern states.

Examples (not limited to):

- Hedera helix, English ivy
- Dryopteris erythrosora, autumn fern
- Wisteria sinensis, Chinese Wisteria
- Akebia quinata, chocolate vine
- Clematis terniflora, sweet autumn virginibower
- Nandina domestica, sacred bamboo
- Vinca major, big periwinkle
- Vinca minor, common periwinkle
- Buddleia davidii, butterfly bush

Maintenance

Checklist

- ✓ Check for any diseases or pests and treat accordingly, using pollinator friendly methods
- ✓ Hand pull any weeds that may be present
- ✓ Prune all dead or diseased material and haul plant debris away
- ✓ Throw away any trash, litter, or debris that may be in the containers
- ✓ Check to ensure moisture level of growing medium is satisfactory for plant health and make City staff aware if it is not
- ✓ Place containers in original location if they have been moved in between visits
- ✓ Every 3rd visit (6 weeks) apply organic fertilizer

The vendor shall inspect pots for damage and cleanliness during maintenance visits. Any soil spillage, debris, marks, stains, etc. shall be removed. Any damage or excess markings not easily removable shall be notified to the landscape manager. The vendor shall incorporate integrated pest management and use pesticides as a last resort.

Pesticides, including herbicides, insecticides, nematocides, fungicides, miticides, etc. must be confirmed and approved with the landscape manager prior to their use. There shall be no use of neonicotinoids.

Permanent Containers

Some containers throughout the city contain permanent centerpieces/features. These will be noted in the attached in Appendix B. These containers shall be underplanted seasonally. Permanent features will be maintained and evaluated for recommended replacements by the vendor or landscape manager seasonally. Permanent replacements will be billed as additional work.

1.3 REQUIREMENTS

Estimates must include labor and all materials as specified; no substitutions for materials are allowed unless approved by City of Norcross staff.

1.4 SITE INFORMATION

All work will be performed within City of Norcross city limits. Locations are further specified in Appendix B.

1.5 SCHEDULE OF EVENTS

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

1.6 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

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

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

1.7 SUBMISSION GUIDELINES & INSTRUCTIONS

Cover Letter

Include a cover letter introducing the company and its interest in the project.

Statement of Qualifications & Equipment

Answer all questions listed in **Appendix C**, “statement of qualifications and equipment.”

Proposed Work Plan/Approach

Provide responses to the following:

1. Provide examples of plants and plant combinations you would use for both Autumn/Winter installations as well as Spring/Summer installations.
2. Provide an example of an integrated pest management (IPM) plan you would have in place for at least one kind of common pest or disease of your choosing.
3. If a new container were to be added to the inventory, what would you, as a vendor, use as growing medium?

Proof of Samples

Provide proof of sample and examples of current inventory.

References

Submit references form, attached as **Appendix C**, or submit four letters of reference.

Please note that the City of Norcross will not serve as a reference, in the event that your firm has worked with the City previously.

Cost Proposal

Include the cost proposal form provided in **Appendix D**.

Certificate of Liability Insurance

See “General Conditions” section of RFP document for full insurance requirements.

Conflict of Interest Form

Disclosure of disputes or conflicts of interest relating to the City of Norcross, Norcross Development Authority, Gwinnett County, any other relevant and related agencies, organizations, or businesses.

E-Verify and SAVE Affidavit Forms

Required for all contractors and subcontractors. The necessary documents accompany the posting as supplemental documents (not included in packet appendices).

Bid Bond

Required for bid amounts over \$30,000

1.8 EVALUATION CRITERIA

The proposal evaluation will be made on the following criteria:

Evaluation Criteria	Max Score
Experience & Qualifications	35
Technical Consideration (Proof of Sample)	20
Approach	15
References	10
Cost Proposal	20
Total	100

The City of Norcross reserves the right to interview top-scoring firms.

2.0 **GENERAL CONDITIONS**

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

2.1 QUALIFICATIONS

- 2.1.1** Proposals will be considered only from experienced and well-equipped Vendor(s) engaged in work of this type and magnitude.
- 2.1.2** Proposers may be required to submit evidence setting forth qualifications which entitle their company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last five years may be required, which lists the location, size, and scope for use on this work. Before accepting any proposals, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.
- 2.1.3** Proposers must provide their own materials (fertilizers/soil amendments, growing medium, tools, plant materials, etc.) for this contract. Proof of samples and examples of current inventory will be provided in the proposal for evaluation.
- 2.1.4** Liability Insurance: During the term of the Agreement, Contractor shall, as its sole expense, secure and maintain in-force policies of insurance of the following types:
 - 1. Workers' compensation coverage in accordance with the statutory requirements of the jurisdiction in which Services are to be performed.
 - 2. Employer's liability insurance with a minimum of \$250,000.
 - 3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined at least \$1,000,000 aggregate.
 - 4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least \$1,000,000 per occurrence.
- 2.1.5** Contractor shall furnish Client Certificates of Insurance evidencing the insurance coverages required. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this agreement, the issuing company will endeavor to mail thirty (30) days' written notice to Client.

2.2 AUTHORITY TO SIGN

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

2.3 RIGHTS RESERVED

- 2.3.1** The City of Norcross reserves the right to reject any or all proposals, to waive informalities or to re-advertise. It is understood that all proposals are made subject to this agreement, and that City of Norcross reserves the right to decide which proposal(s) it deems the most qualified. In arriving at this decision, full consideration will be given to the experience and qualifications of the Proposer, work of this type successfully completed and past performance with the City of Norcross.
- 2.3.2** Proposers are advised to examine 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 fully inform themselves regarding conditions under which the work will be performed. The City of Norcross will not be responsible for the Proposer's errors or misjudgment, nor for any information on location conditions or general laws and regulations.
- 2.3.3** Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, or other financial documents or reporting *may* be requested by City. If requested, such statements must be provided within five (5) business days, or the bid proposal will be rejected.
- 2.3.4** Any unauthorized additions, conditions, limitations, or provisions attached to the Proposal shall render it informal and may be cause for rejection.

2.4 AWARD OF CONTRACT

- 2.4.1** The contract will be awarded to the most qualified firm whose proposal will provide the best value and be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.
- 2.4.2** Prior to award of the Contract, the successful Proposer will be required to submit a schedule to the City, demonstrating the Proposer's ability to commence and proceed in a timely manner. A Proposer's failure to demonstrate the ability to proceed as required may result in contract cancellation.
- 2.4.3** Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, contract cancellation or re-advertising of any and/or all these contracts.
- 2.4.4** Prior to execution of a Contract, a Utility Coordination Meeting may be

required between Vendor(s), utility agencies and City of Norcross Public Works to ensure clarity and commitments concerning inter-related work schedules.

2.5 PRODUCTION REQUIREMENTS

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

2.6 LOCATION AND SITE(S)

- 2.6.1** All work is within City limits of the City of Norcross, Georgia.
- 2.6.2** 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 in this RFP.
- 2.6.3** The Vendor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

2.7 NON-COLLUSION

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

2.8 MATERIALS

- 2.8.1** Unless otherwise specified in the Contract, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of the Work.
- 2.8.2** All materials and equipment incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the City.

2.9 CONTRACT REQUIREMENTS

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

- 2.9.1.1.1** Return to the City contract documents executed by the authorized representative attested by the corporate secretary treasurer.
- 2.9.1.1.2** Provide Insurance Certificates as specified in the RFP documents.

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

2.10 SCHEDULE

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

APPENDIX A
RFP PW 25-13
SCHEDULE OF EVENTS

Event:**Date:**

Release of RFP

July 23, 2025, at 11:00 a.m.

Pre-proposal Meeting

August 8, 2025, at 10:00 a.m.

Deadline for Written Questions

August 11, 2025, at 5:00 p.m.

Proposals Due

August 22, 2025, at 11:00 a.m.

Proposal Evaluation

August/September 2025

Contract Award (On/about)

October 2025

APPENDIX B
RFP PW 25-13
CONTAINER LOCATIONS AND INVENTORY

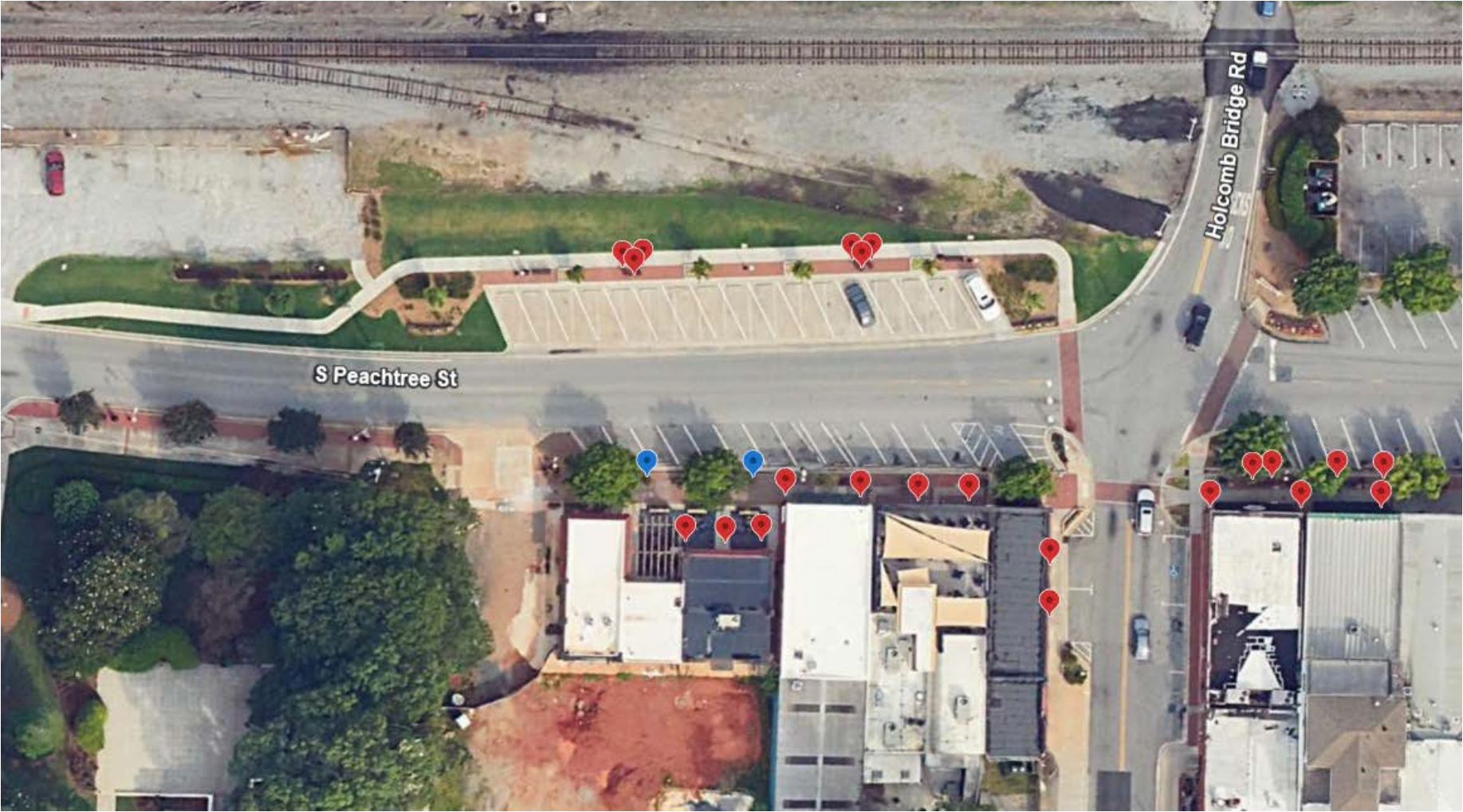
LOCATION	CONTAINER QUANTITY
Public Works	3
Welcome Center	12
City Hall	2
Community Arts Center	8
Jones St	31
Wingo St	3
Holcomb Bridge	2
South Peachtree St	44
Skin Alley	3
Human Resources	5
Cotton Gin	3
Total number of containers:	116

LINK TO GOOGLE EARTH PROJECT FILE

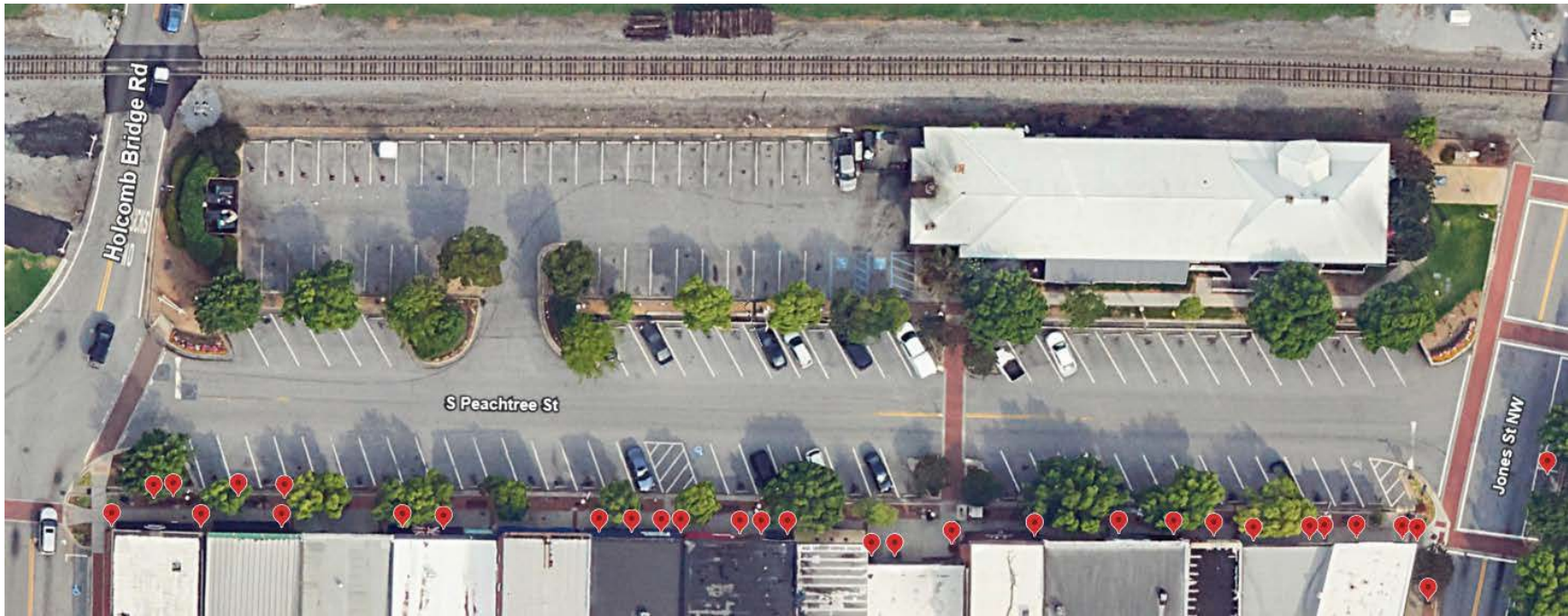
A Google Earth project file is provided here showing the location of containers city-wide. This project file may be utilized by the landscape manager to submit maintenance audits and service requests. Seasonal containers are marked in red. Containers with permanent centerpieces and/or perennials are marked in blue. These containers shall be under-planted seasonally. Permanent features will be maintained and evaluated for recommended replacements by the vendor or landscape manager seasonally. Permanent replacements will be billed as additional work.

Locations of planters may shift to other locations listed as seen fit by the City.

S Peachtree St & Holcomb Bridge Rd



S Peachtree St & Jones St



City Hall
65 Lawrenceville St

Welcome Center
17 College St

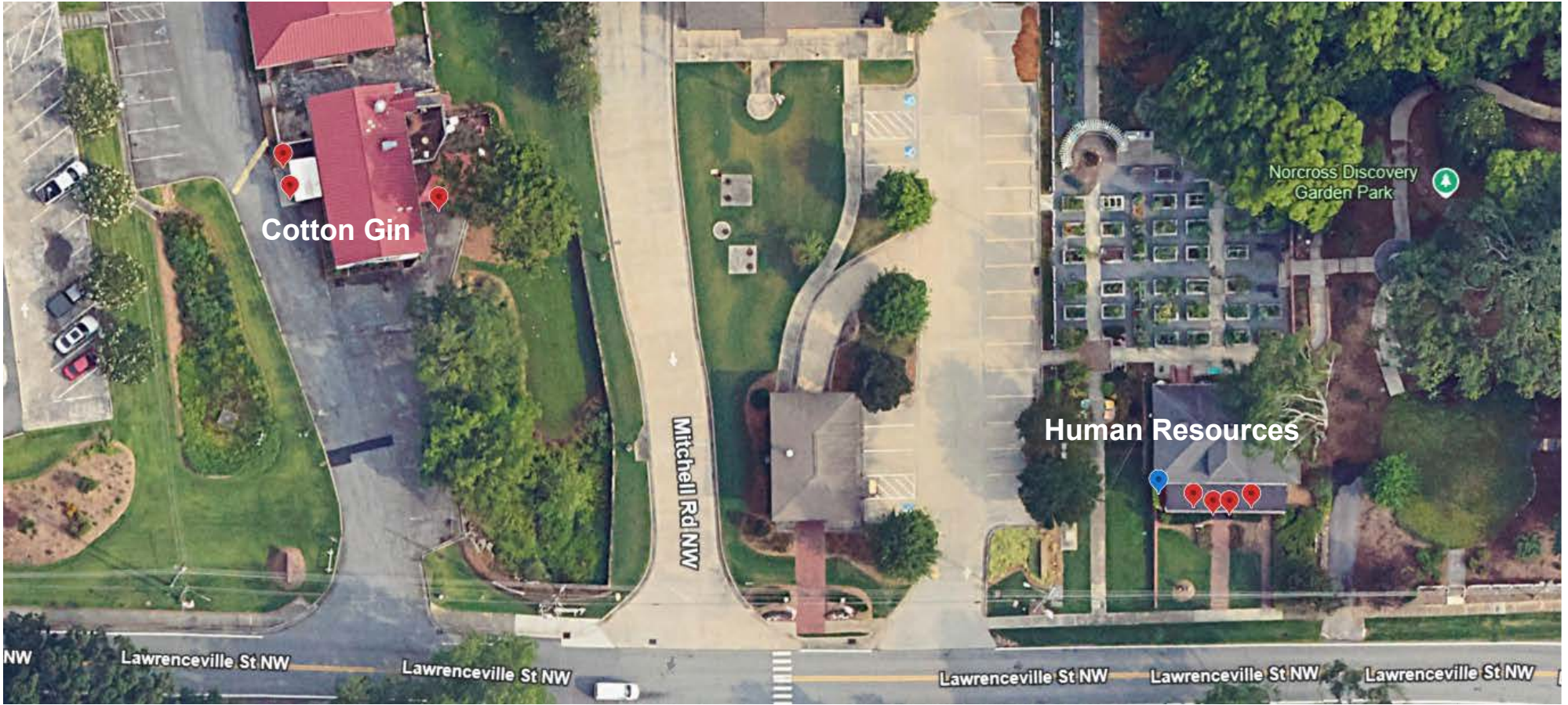
Community Center
10 College St



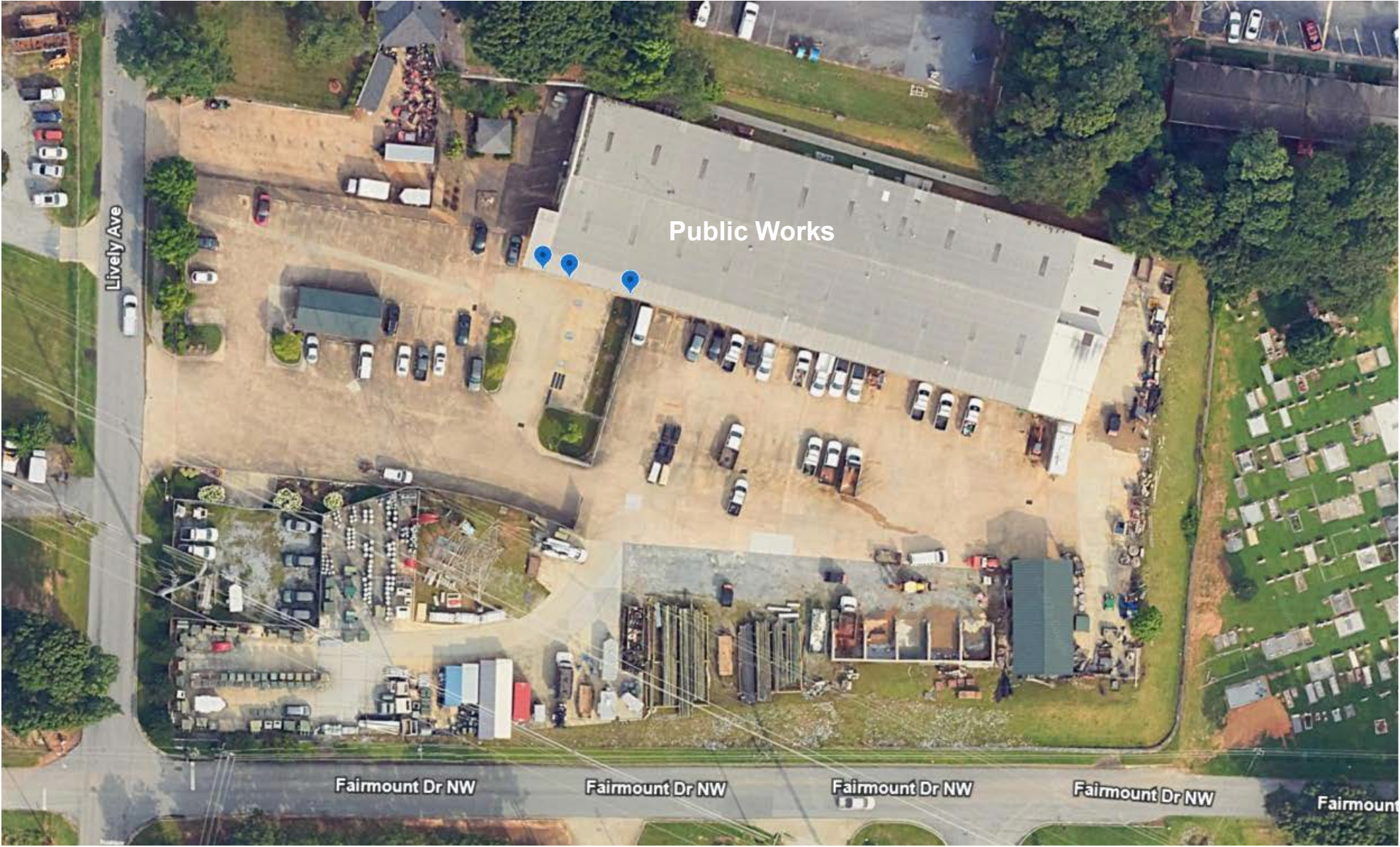
Attachment: RFP PW 25-13 Packet (25-7422 : Award of Contract for Annual Seasonal Color Container

Cotton Gin
125 Lawrenceville St

Human Resources
189 Lawrenceville St



Public Works
345 Lively Ave



APPENDIX C

RFP PW 25-13

STATEMENT OF QUALIFICATIONS AND EQUIPMENT

All questions must be answered. Information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

About the Firm:

- a. Name of Bidder:
- b. Permanent main office address, email address, & pertinent contact numbers:
- c. How long (years) has your firm been in business under your present name; also, state names and dates of previous firm names, if any; where organized?
- d. Attach a list of your proposed project personnel with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.

Experience:

- e. Attach a list of 3-5 similar projects completed in the last 5 five years.
- f. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
- g. Contracts recently executed with similar governmental clients and similar scopes of work (including gross amount of each contract and the approximate 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. How long do you warrant a project?
- m. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?

Approach:

- n. Implementation plan and timeline for the project
- o. List your major equipment available for this contract.
- p. List any subcontractors whom you would expect to use for the contract.

APPENDIX D

RFP PW 25-13 REFERENCES

References for _____

Please provide a list of contact numbers, addresses and a contact person for at least four (4) projects completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of four (4) references where work of a similar size and scope has been completed (or in progress).

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

APPENDIX D

RFP PW 25-13 REFERENCES

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

APPENDIX E

RFP PW 25-13

COST PROPOSAL

For lump sum, please combine costs for 2 biannual installations and monthly maintenance for 12 months.

ITEM	COST
Biannual Installation #1 – Year 1	\$
Biannual Installation #2 – Year 1	\$
Maintenance per Month – Year 1	\$
Lump Sum – Year 1	\$
Proposed Annual % Increase	_____ %

BIDDER, in compliance with the Invitation to Bid for the construction of this project, having examined the Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the production and contract requirements, within the time set forth therein, and at the price(s) stated above. This price is to cover all expenses including overhead and profit incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER verifies that all information provided in response to this bid package is truthful and accurate to the best of the Bidder's knowledge and belief.

This bid is submitted to the City of Norcross by:

Firm Name: _____

Authorized Representative: _____

Firm Address: _____

Attachment: RFP PW 25-13 Packet (25-7422 : Award of Contract for Annual Seasonal Color Container Services)



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

City of Norcross

Legislation Details (With Details)

File #:	25-7418	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/2/2025 6:30 PM	In Control:	Mayor and Council
Title:	Request to Discuss Policy Direction Regarding Accessory Structures and Accessory Dwelling Units in Residential Districts		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Request to Discuss Policy Direction Regarding Accessory Structures and Accessory Dwelling Units in Residential Districts](#)

Title

Request to Discuss Policy Direction Regarding Accessory Structures and Accessory Dwelling Units in Residential Districts

Drafter

Deborah Rogoff-Ezra

A motion to appoint an Advisory Committee to discuss and provide direction on proposed amendments to UDO Code Sections 201 and 202 relating to accessory dwelling units, consisting of the following members:



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

Agenda Report

To: Mayor and Council

From: Deborah Rogoff-Ezra, Community Development Director

Meeting Date: September 2, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7418

Title: Request to Discuss Policy Direction Regarding Accessory Structures and Accessory Dwelling Units in Residential Districts

Recommendation

Consider the appointment of an advisory committee to discuss and provide direction for the amendment of UDO Code Sections 201 and 202 relating to accessory dwelling units.

Background:

Requests for new garage/accessory unit combinations, or an addition of an inhabitable space above an existing garage have been increasing in Norcross. The standards in the two separate sections of the code – Chapter 2, Article 1, sections 201-6 through 9 - individual detached residential zoning districts, and Chapter 2, Article 2, Section 202-3 were interpreted differently prior to May 2024 than after that date. The current planning staff have continued the post May 2024 interpretation based on the more restrictive height limit to ensure consistency in processing from one applicant to another, being that there have been applications for garages with ADUs almost monthly since February 2025.

This divergence in which standards take precedence - the standards in Section 202-3 (b) accessory dwelling units, or the standards in the individual Section 201 zoning districts - has resulted in a recent increase in the need for variances. The differentiation between standards for general accessory structures and accessory dwelling units is relatively vague and poses challenges of consistent determination for setback and height requirements for these proposed garage/ADU combination projects. As well, the current UDO does not include a definition for either customary subordinate accessory structures nor accessory dwelling units, which are distinct entities, furthering the challenges in the implementation of standards.

Complicating the application of the more restrictive standards to customary and ancillary accessory structures to ADUs, rather than the standards set forth in Section 202-3(b) Supplemental Standards has been the recent reliance on the variance procedure to allow for the two story heights required for an ADU over a garage. The administrative variance procedure, until the past few months, had been utilized by the Community Development Department as the primary means of approval for height over the minimum 12 feet established for customary ancillary structures, such as carports, gazebos, sheds, cabanas and similar buildings. This procedure requires notarized consent letters from adjoining property owners, whether or not they reside at the adjoining properties or are directly impacted by the development by virtue of topography, lot configuration, siting of existing structures, and other factors. In the past few months however, the applicants have not been able to receive the required consent forms from neighboring property owners, and as such, the application has been deemed incomplete. The refusal of an adjoining property owner to sign a consent letter does not constitute a denial of the variance request. It translates to the application being re-submitted as a variance application to be considered by the Board of Zoning Appeals, removing the CDD from the approval of the variance responsibility.

The present Community Development Department staff identified the inconsistencies between the two sections of the UDO and the application of the standards in the recent past early in their tenure. Based on experience, staff leans toward the interpretation used between the 2019 UDO adoption, when the text was amended to include ADUs and May 2024. This being that although two distinct and separate types of accessory structures are listed as by right uses in the Zoning District sections 201-6, 7, 8 and 9, the accessory height standards in each zone section establish a height maximum that implies a single story structure most often associated with customary ancillary accessory structures, with no standard established for a second story, or for ADUs specifically. With no regulatory mechanism identified for ADUs as a distinct permitted use in Section 201, staff referred to the Section 202-3 supplemental standards for ADUS, which limits the height to no more than the primary structure, with no other numerically (as in feet) restrictive language.

In order to provide clarity in the processing of ADU applications and implementation of specialized standards, staff drafted revised language in sections 201-6, 7, 8 and 9, as well as Section 202-3. The language addressed the inconsistencies and alleviated the need for processing a variance, either administrative or zoning action. New text was drafted to more clearly differentiate between a customary ancillary use to a residence, and an accessory dwelling unit. Definitions for accessory structure and accessory dwelling unit, as well as definitions for conditioned space and non-conditioned space to supplement the differentiation between customary accessory structures and those meant for human habitation were proposed for inclusion in Section 102-2 – Defined Terms.

This text amendment language was presented to the Planning and Zoning Board on July 2, 2025 for review and recommendation to Council. Due to the extremely large amount of text amendments being considered in Chapters 100 and 400, compounded by a significant representation of residents with questions and concerns related to the process and regulatory mechanisms associated with ADUs, section 200 of the code was tabled for a future meeting. A subsequent public hearing for an ADU over a garage was held by the Zoning Board of Appeals on July 26, 2025, attended by residents who

shared their concerns on the current UDO process. The application was approved, but the ADU issue clearly needs to be addressed and revised, both the standards and authority for approval.

Council has been discussing potential changes to the processing and approval responsibilities for ADUs. On August 5, 2025, a moratorium was enacted on acceptance of applications for new ADUs. Based on the presence of the moratorium, staff requests discussion to gain insight and direction from Council and how to proceed with the text amendments to the UDO. Staff is requesting Council consider if ADUs are still a viable option for Norcross? If so:

- Should ADUS be a use allowed by right or a Conditional Zoning Permit?
- If a Conditional Zoning Permit, should it apply only to detached ADUs? Or both attached (either as an addition to, or conversion of space within an existing primary residence) **and** detached (either stand alone or over a garage or other accessory structure)?
- Should ADUs be allowed in only R-100 and R-75? Is there a point where lot size gets too small to support detached ADUs?
- Should a detached ADU be required to meet the setback standards of the primary structure in each respective zone, or another specific standard? The 5' presently established in *Sections 201-6 to 9*, (individual single family residential zoning districts) of the UDO clearly is not an adequate distance for a structure that will be inhabited.
- How to address height? Based on input from the architectural and builder community, and common practice of representative jurisdictions in the Atlanta metro area (spreadsheet attached), the current 12' standard is felt to be generally too short for even customary accessory structures, particularly as our design guidelines require that accessory structures are consistent with the architectural features of the primary structure.
 - What might the appropriate baseline height be for customary accessory structures? An average of 15'? 16'? Something else higher or shorter?
 - Should ADUs have a taller allowable height? Should they be allowed over garages or other accessory structures?
- Should we require the property owner to live on site 12 months out of the year/provide proof of homestead?
- Should homeowners be allowed to offer ADUs for short term rental or long term only? If long term, how many months minimum? Would we require a business license for a rental ADU?
- Should annual inspections be performed? How do we monitor?

Based on the Council discussion and direction, and under the assumption that Council determines that ADUs are still a viable option for Norcross, staff can move forward with amending UDO text per one or a combination of, the following options:

1. Drafting language to require a Conditional Zoning Permit for a proposed project including an ADU, and establishing required standards for consideration;
2. Drafting language that establishes clear standards for ADUs by right in Section 202-3, and amending the Section 201 Lot Development Standards matrices to include standards for ADUS as a separate line item with the intent that limits the requisite for variances.
3. Drafting language that establishes clear standards for ADUs by right in Section 202-3, and amending the Section 201 Lot Development Standards matrices to include standards for ADUS as a separate line item with the exception of height standards. Regulation of height for ADUs would be reassigned as a legislative action. A public hearing would be required, and final approval must be made by the Mayor and City Council.

Financial Impact:

None at present

Consistent with Comprehensive Plan?

1. Continues to Define Norcross' Sense of Place
2. Continues to Strengthen Norcross as a Livable, Inclusive and Safe Environment

Attachments

None

Update

Community Development Department staff has identified a divergence in which standards pertaining to customary accessory structures and accessory dwelling units (ADUs) take precedence - the standards in Section 202-3 (b) accessory dwelling units, or the standards in the individual Section 201 zoning districts. The differentiation between standards for general accessory structures and accessory dwelling units has resulted in challenges of consistent determination for setback and height requirements for these proposed garage/ADU combination projects. As well, the current UDO does not include a definition for either customary subordinate accessory structures nor accessory dwelling units, which are distinct entities, furthering the challenges in the implementation of standards. This has resulted in a recent increase in the need for variances to height for proposed structures over an average of 12 feet.

Staff is of the opinion that if a variance is required for the same relief of standards repetitively, as in the circumstance with ADUs, that the code needs to be amended. In May 2025, staff drafted revised language in sections 102-2 – Defined Terms; 201-6, 7, 8 and 9 – Zoning Standards, and Section 202-3 – Supplemental Standards Accessory Structures. The language addressed the inconsistencies and alleviated the need for processing a variance. Definitions were proposed for inclusion in Section 102-2. This text amendment language was presented to the Planning and Zoning Board on July 2, 2025 for review and recommendation to Council. While it was tabled for a future meeting, the revised draft text may serve as a baseline. Staff has also completed research and analysis of ADU language and development standards in jurisdictions in the Atlanta Metro vicinity, which will be available for review by the committee.

On August 5, 2025, a moratorium was enacted on acceptance of applications for new ADUs. Based on the presence of the moratorium, at the August 18, 2025 Council Policy Meeting, staff requested discussion to gain insight and direction from Council and how to proceed with the text amendments to the UDO. Council determined that a small group advisory committee be appointed to establish the direction for text amendments, definitions, and determination of development standards and regulations for ADUs.



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

City of Norcross

Legislation Details (With Details)

File #:	25-7419	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/2/2025 6:30 PM	In Control:	Mayor and Council
Title:	Formalizing Resolution on Accessory Dwelling Unit Moratorium		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Formalizing Resolution on Accessory Dwelling Unit Moratorium](#)
2. [Amended Proposed Resolution](#)

Title

Formalizing Resolution on Accessory Dwelling Unit Moratorium

Drafter

William J. Diehl

Motion

A motion to Approve/Deny a resolution formalizing the Accessory Dwelling Unit moratorium issued by City Council on August 4, 2025 and extending the Moratorium until December 1, 2025.



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

AGENDA REPORT

To: Mayor and Council

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

Meeting Date: September 2, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7419

Title: Formalizing Resoulution on Accessory Dewelling Unit Moritorium

CC: Eric Johnson, City Manager

Recommendation

Approve a resolution formalizing the Accessory Dwelling Unit moratorium issued by City Council on August 4, 2025 and extending the Moratorium until December 1, 2025.

Update

After discussion of the ADU policy objectives and the time frame for code amendments, Council elected to extend the moratorium to December 1, 2024. The resolution attached memorializes that change.

Background

The City has recently seen an increase in interest from homeowners wishing to construct ADUs in single-family residential districts. These pending applications have highlighted an opportunity to clarify ordinance requirements and development guidelines for this housing type. The applications have also raised policy concerns that the City Council may want to address in amendments to the UDO. Given these pending questions and the other associated UDO revisions proposed at the August 4 Regular Council Meeting, the City Council voted to place a moratorium on pending building, land disturbance, subdivision, and certificate of appropriateness applications involving the construction or development of an ADU.

The August 4 moratorium remains in place and precludes the submission of these types of applications. This agenda item, however, provides Council the opportunity to announce their findings regarding the need for a moratorium and to formalize the moratorium in a written resolution.

Financial Impact

None

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

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

Attachments

- Amended Proposed Resolution

**A RESOLUTION ENACTING AND EXTENDING A MORATORIUM ON THE
ACCEPTANCE OF APPLICATIONS FOR CERTIFICATES OF APPROPRIATENESS,
LAND DISTURBANCE PERMITS, BUILDING PERMITS, SUBDIVISION AND PLAT
APPROVALS AND OTHER PERMITS OR APPROVALS ISSUED BY THE CITY OF
NORCROSS, GEORGIA THAT PROVIDE FOR THE CONSTRUCTION OR
DEVELOPMENT OF ACCESSORY DWELLING UNITS**

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

WHEREAS, the City’s Unified Development Ordinance (“UDO”) provides certain provisions for the use, location, standards of development and construction, floor area details, and other regulations applicable to Accessory Dwelling Units (“ADUs”) in Single-family Residential Zoning Districts;

WHEREAS, as those provisions apply to certain zoning districts and as the plain language of the ordinance must be interpreted, the UDO may not provide adequate direction or desirable regulation of ADUs in certain zoning districts within the City;

WHEREAS, the City Council voted on August 4, 2025 to impose a moratorium on all certificates of appropriateness, land disturbance permits, building permits, subdivision and plat approvals and other permits or approvals issued by the City that provide for the construction or development of ADUs;

WHEREAS, the City Council and City Staff would benefit from re-examining the UDO and its regulation of ADUs to provide the most comprehensive regulatory structure of this housing type and its appropriate uses and development standards within the City;

WHEREAS, during this re-examination, the City’s interests in preserving the health, safety, morals, aesthetics, and general welfare of the public would be served by imposing a moratorium through October 6, 2025, on the acceptance of all permit applications related to the construction and development of ADUs within the City of Norcross;

WHEREAS, the City Council desires the development of a cohesive and coherent policy regarding ADUs within the City and desires to promote community, housing, and infrastructure development through stable, predictable, and balanced development which furthers the interests of the City and the general public.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF NORCROSS, GEORGIA, that a moratorium be extended precluding staff for the City of Norcross from considering or accepting any application for any certificate of appropriateness, land disturbance permit, building permit, subdivision or plating involving the construction or development of any ADU within the City;

BE IT FURTHER RESOLVED, that the moratorium was established by Motion at the August 4, 2025 City Council meeting, that the moratorium is ratified and restated through this Resolution, and that it shall be extended and continue through December 1, 2025;

BE IT FURTHER RESOLVED, that this moratorium shall not impact any application for permits, application for plat review, or any land use petition for rezoning or special use permit filed before August 4, 2025;

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

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

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

ADOPTED THIS 1st DAY OF SEPTEMBER, 2025.

CITY OF NORCROSS, GEORGIA

(SEAL)

By: _____
Craig Newton, Mayor

Attest: _

Monique Philip, City Clerk



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

City of Norcross

Legislation Details (With Details)

File #:	25-7393	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/2/2025 6:30 PM	In Control:	Mayor and Council
Title:	Downtown Parking Study Update		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Downtown Parking Study Update](#)
2. [2025 Downtown Norcross Parking Study - Final Report](#)
3. [Memorandum- Parking Study Follow-up Analysis](#)

Title

Downtown Parking Study Update

Drafter

David Versel

Motion

A motion to Accept/Reject the findings and recommended actions from the 2025 Downtown Norcross Parking Study. Provide guidance to city staff on how to proceed with the implementation of proposed management and ordinance changes.



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

AGENDA REPORT

To: Mayor and Council

From: David Versel, Economic Development Director

Meeting Date: September 2, 2025 - Regular Council Meeting (RCM)

Item No.: 25-7393

Title: 2025 Downtown Norcross Parking Study

CC: Eric Johnson, City Manager

Recommendation

Accept the findings and recommended actions from the 2025 Downtown Norcross Parking Study. Provide guidance to city staff on how to proceed with the implementation of proposed management and ordinance changes.

Background

At the May Mayor & Council meeting, Kimley-Horn was authorized to proceed with an update to the 2019 Downtown Parking Study. The consultant's scope of services included five key elements:

1. Previous Plan Review – Review of the 2019 Downtown Norcross Parking Study and of the existing parking regulations in the city code
2. Parking Behavior Observations – Observe on-the-ground parking behavior during peak usage times and document findings in observation photographs and an occupancy heatmap on aerial imagery.
3. Policy Review and Benchmark Study – Assemble data on parking supply, demand, management strategies, policies, and requirements for new development in five “benchmark” communities in Metro Atlanta. Prepare a policy brief that compares these benchmark communities with Norcross and recommends parking management strategies that should be considered by the City of Norcross. The five benchmark communities selected were: Duluth, Woodstock, Acworth, Lawrenceville, and Buford.
4. Parking Valuation and Facility Siting – Identify potential future parking locations, compare the pros and cons of each location types, review the construction and operating costs associated with potential expansions to the public parking supply and evaluate options for the financing of additional parking.
5. Draft Ordinance Development – Develop a draft ordinance for parking regulation and management in Downtown Norcross.

Between May and August of 2025, Staff worked closely with the consultant to advance the study. The consultant delivered a draft report in mid-July and staff provided extensive comments. A final report was delivered in August. This report contains specific recommendations for ordinance changes and parking management initiatives as well as general discussion of potential options for future parking expansion in Downtown Norcross. Staff presented the findings of the report to Mayor & Council at the August Policy Work Session and has prepared additional analysis in response to comments made at that meeting.

Financial Impact

None

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

3. Increases Opportunities for Travel via Different Modes within and Outside the Community
4. Maintains a Vibrant Economy and Continue to Facilitate Job Growth

Next Steps

Staff will proceed with the implementation of the study's recommendations, including proposed management initiatives and suggested amendments to the Norcross Code of Ordinances. These items will be presented to Mayor and Council as they are ready. Staff will also pursue potential partnerships with downtown developers and property owners for the shared use of parking. Staff will additionally establish a system for ongoing downtown parking data collection and performance evaluation as recommended in the study.

Attachments

2025 Downtown Norcross Parking Study – Final Report

Memorandum: Parking Study Follow-up Analysis

Update

N/A

2025 DOWNTOWN NORCROSS PARKING STUDY

A Strategic Approach to Planning for Growth



Prepared For: **The City of
Norcross, Georgia**

Prepared by: **Kimley»Horn**

August 2025

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Executive Summary

As Downtown Norcross continues to evolve as a vibrant, walkable, and economically dynamic district, the City of Norcross faces growing pressure on its existing parking infrastructure. Strategic planning is essential to accommodate future growth and maintain accessibility for residents, businesses, and visitors. This Executive Summary provides an overview of findings from the 2025 Downtown Norcross Parking Study.

BASELINE ASSESSMENT FINDINGS

The parking system in Downtown Norcross presently has sufficient capacity to handle typical peak parking demand. However, there is a perceived parking shortage due to the fact that both on-street and off-street surface lots along the core block of South Peachtree Street operate at an occupancy of 95% or higher during peak times. Parking facilities further from South Peachtree Street have parking availability, with occupancy observed between 25% and 50%. Although some of these remote lots are located relatively close to the downtown core, visibility and accessibility challenges make them less desirable.

- **Key Finding:** *Although there are technically “enough” parking spaces in Downtown Norcross’ existing parking system, there is a perception of a parking shortage in downtown. In the short term, this can be addressed through better management of parking and visibility and accessibility improvements to surrounding parking lots. As growth continues, the strain of finding proximate parking will likely increase, and additional parking supply will be needed.*

LESSONS LEARNED FROM BENCHMARKED CITIES

The 2025 Downtown Norcross Parking Study incorporates an assessment of five benchmarked cities in Georgia, which include: **Acworth, Buford, Duluth, Lawrenceville, and Woodstock**. These cities were selected based on key attributes similar to Downtown Norcross, such as proximity to a rail line, small city/town population sizes, historic downtowns seeking to preserve their character, and elevation or boundaries that constrain growth.

- **Key Finding:** *Providing a network of public parking facilities, managing access to parking that generates turnover, investing in structured parking, improving pedestrian connections to parking areas, and potentially implementing policies that generate revenue that can be reinvested into parking management and economic development are practices utilized by benchmarked cities.*

INDUSTRY BEST PRACTICES APPLICABLE TO NORCROSS

The core of Downtown Norcross, centered along South Peachtree Street, serves as a concentrated hub of activity, generating significant parking demand. However, the inventory of parking immediately adjacent to the downtown core is limited, necessitating strategic management to balance the needs of customers, visitors, and employees. Industry best practices include promoting turnover in high-demand areas, prioritizing on-street spaces for short-term use, and shifting employees to off-street lots. Advanced management measures include coordinating with private-sector developers to increase the public parking supply, providing a public parking facility that addresses future parking needs, and reinvesting parking revenue into system improvements and economic development initiatives.

- **Key Findings:** *Downtown Norcross is not ready to implement a paid parking regime at this time. Instead, the City can better address potential parking deficits by shifting employees to off-street facilities, using on-street parking for customers and visitors, and generating parking turnover in high-demand areas by enacting time limits in core areas. Allowing parking in-lieu fees in place of providing an on-site parking supply is another viable way for future businesses and developments to contribute to Downtown's parking needs.*

STRATEGIES TO PREPARE FOR FUTURE GROWTH

Parking demand in Downtown Norcross is expected to rise in the coming years due to proposed residential, commercial, and entertainment projects. To maintain accessibility and support continued economic growth, the City will need a phased, flexible approach to parking expansion. Near-term strategies should focus on cost-effective improvements such as developing a new surface lot, implementing time-limited parking to promote turnover, and pursuing shared-use agreements with private property owners. These actions will help optimize the existing supply and improve the parking experience for visitors and businesses. As demand grows, the City can evaluate opportunities for structured parking and advanced management tools to ensure the system remains flexible, efficient, and aligned with Downtown's evolving needs.

- **Key Findings:** A phased approach that begins with surface lots and shared-use agreements and evolves toward structured parking and long-term management tools will allow Norcross to meet future demand while preserving walkability, supporting economic development, and maintaining the character of its historic downtown.

OVERVIEW OF RECOMMENDATIONS

To support potential growth in Downtown Norcross while preserving its walkability and character, the City should pursue a phased, flexible parking strategy that balances short-term improvements with long-term investments. The following approaches are recommended:

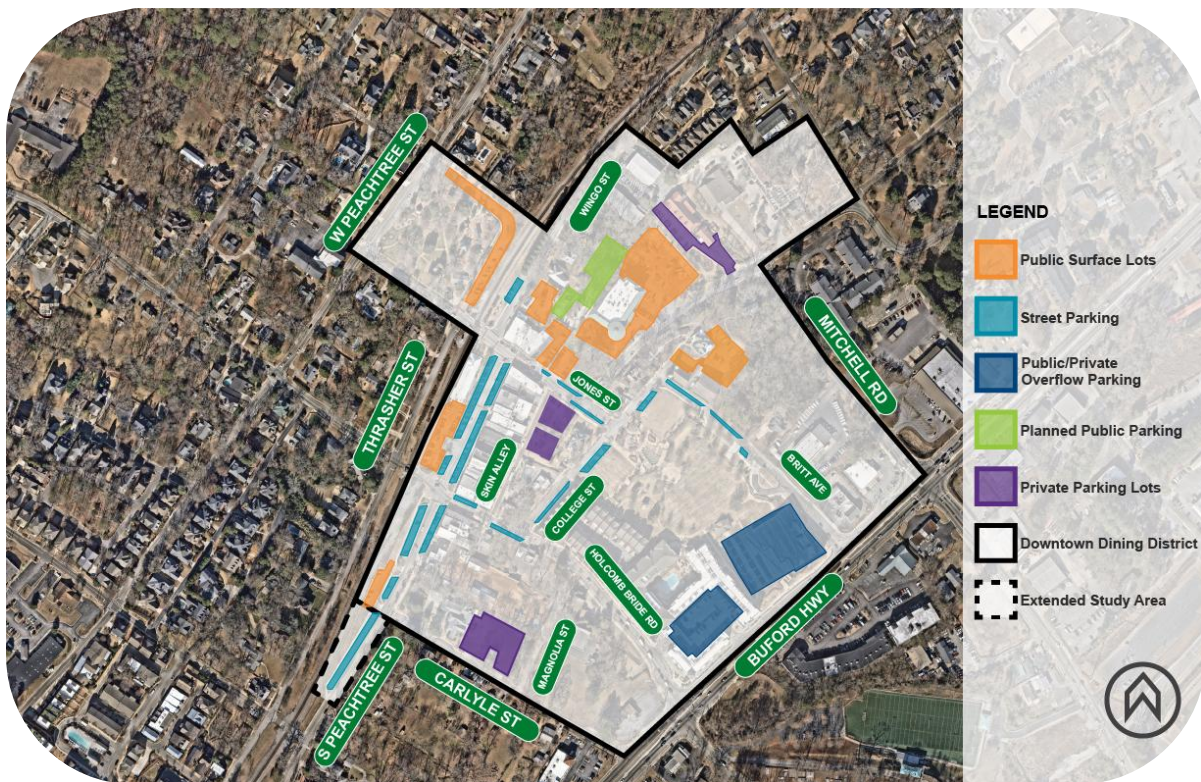
- **Expand parking supply**
Add new surface lots, starting with the Wingo/Jones Street expansion, and plan for future structured parking to meet growing demand.
- **Implement time-limited parking**
Introduce time limits in high-demand areas between 10:00 A.M. and 8:00 P.M. to increase turnover and improve access for short-term visitors. This will require a formal parking enforcement program.
- **Relocate employee parking**
Shift employee parking to off-street lots to free up prime on-street spaces for customers and improve overall system efficiency.
- **Pursue shared-use agreements**
Formalize partnerships with private lot owners to unlock underutilized spaces, especially during evenings and weekends.
- **Update parking ordinance**
Revise code to allow in-lieu fees, require parking utilization studies, and differentiate between employee and customer parking needs.
- **Enhance pedestrian access**
Improve wayfinding and sidewalk connectivity to encourage use of remote lots and reduce vehicle circulation downtown.
- **Evaluate structured parking**
Consider options for one or more future parking decks with pedestrian bridge access to address elevation challenges and support long-term growth.
- **Explore an in-lieu fee program**
Implement a per-space fee for developments unable to meet on-site minimums, funding shared public infrastructure. Based on national models, a one-time fee of \$875 per space is recommended for existing off-site facilities, and up to \$17,750 per space for new public infrastructure to offset capital costs.
- **Monitor and adapt strategies**
Establish a system for ongoing data collection and performance evaluation to refine policies as conditions evolve.

Existing Conditions

According to a 2024 inventory conducted by the City of Norcross and recent parking supply counts at developments, there are 938 existing parking spaces located in Downtown Norcross, of which 540 are managed by the City of Norcross. This parking supply is generally sufficient to meet current demand; however, during busier times, such as evenings and weekends, occupancy can approach near-capacity. .

Figure 1 Highlights public and private parking facilities in the Downtown Norcross parking system, which are included in this study.

Figure 1. Downtown Norcross Parking Areas



On-street public parking is available along the remainder of South Peachtree Street NW, adjacent to the downtown area, along College Street NW, and along Buchanan Street, near Thrasher Park. Public surface parking lots are available along Wingo Street, at Norcross City Hall, at Betty Mauldin Park, and at the Norcross Cultural Arts and Community Center. Some public parking is available at the Brunswick apartment complex and the Norcross Library during non-peak hours. Based on preliminary observations, the Norcross Library parking facility is generally underutilized by

commercial visitors due to library hours of operation and its distance from downtown attractions. Additionally, the 50 public spaces at The Brunswick apartment complex are underutilized by commercial visitors and are typically used by residents and their guests. There are also two private lots along Skin Alley that limit parking access to specific businesses in the area. The Carlyle House limits parking access to guests at this event venue. Similarly, although the Downtown Development Authority of Norcross owns the Iron Horse Tavern parking lot, parking access is presently limited to customers and employees of that business. All public parking in Downtown Norcross is free, with no time limit on parking duration.

Study Area Boundaries

Figure 2 demonstrates the boundaries of the Downtown Dining District, as well as the area along South Peachtree Street where additional parking was recently added. This study area boundary is utilized during this study's evaluation of the Norcross Code of Ordinances and recommendations.

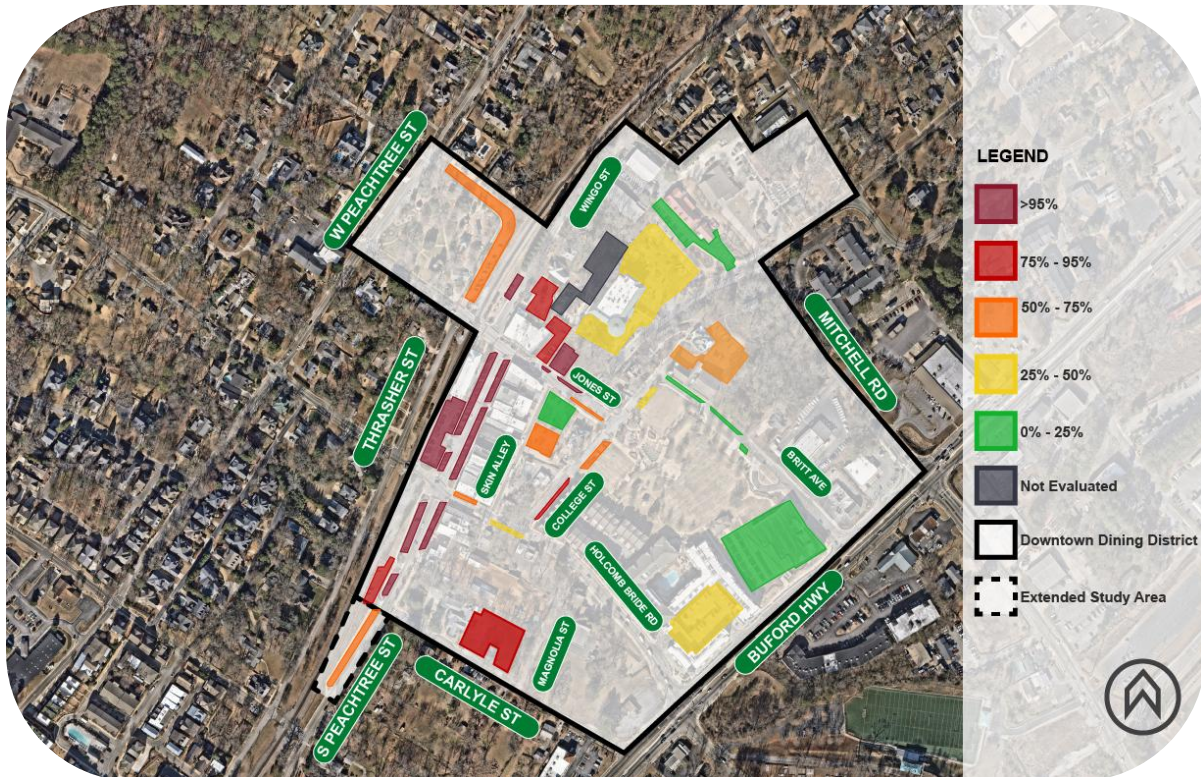
Figure 2. Downtown Dining District Boundaries



Observed Parking Behavior

Two site visits were conducted by the consultant: on Friday, May 9, 2025, between 6:00 P.M. and 9:00 P.M., and on Saturday, May 17, 2025, between 5:00 P.M. and 7:00 P.M. Observed parking occupancy in the Downtown Dining District on Friday, May 9th is illustrated in **Figure 3**.

Figure 3. Day 1 Parking Occupancy: Friday, May 9, 2025, 6:00 PM - 9:00 PM



During the May 9th parking observation period, on-street parking on South Peachtree Street was highly utilized with a typical occupancy rate of >95%. Throughout the observation period, there was limited parking turnover along South Peachtree Street and Wingo Street. Jones Street utilization was 75% - 85% occupied, with some observed turnover. College Street occupancy was within the 50% - 75% utilization range. Lastly, Britt Avenue and Holcomb Bridge Road had the lowest levels of observed occupancy, <50%. The distribution of observed on-street utilization indicates that South Peachtree Street, Wingo Street, and Jones Street have the highest parking demand within Downtown Norcross. Additionally, based on observed turnover, vehicles parked along these streets are often occupied by employees parking for extended periods of time.

When on-street parking spaces became available, they were quickly occupied by new vehicles. As seen in **Figure 4**, three vehicles were waiting to occupy an on-street parking space being vacated by a vehicle.

Figure 4. Observed Vehicle Queuing and Limited Availability



Drivers were observed circling the areas looking for available parking spaces. During peak times, key observations noted some downtown users circling the area for parking, typically finding an available space after approximately 3 to 5 minutes. Additionally, multiple drivers were observed making U-turns to quickly access available parking spaces.

Off-street parking on South Peachtree Street, Jones Street, and Wingo Street was also highly utilized, with occupancy typically >85%. Parking facilities that were further away from South Peachtree Street, such as the Brunswick, the Norcross Library, and the City Hall parking lot, were underutilized, with an observed occupancy <50%. This off-street parking behavior is similar to that reported in the 2019 Downtown Parking Study, leading to that study's conclusion that there are "enough" parking spaces in Downtown Norcross. However, due to the elevation changes and walking distance, these facilities have a lower demand than proximate parking facilities. As such, relying on these facilities to meet non-event parking demand is unrealistic.

Additionally, parking facilities that limit access to specific user groups, such as the Iron Horse Lot and 20 Skin Alley Lot, result in lower occupancy rates as they reduce the number of drivers that can park in the available spaces, as shown in **Figure 5**.

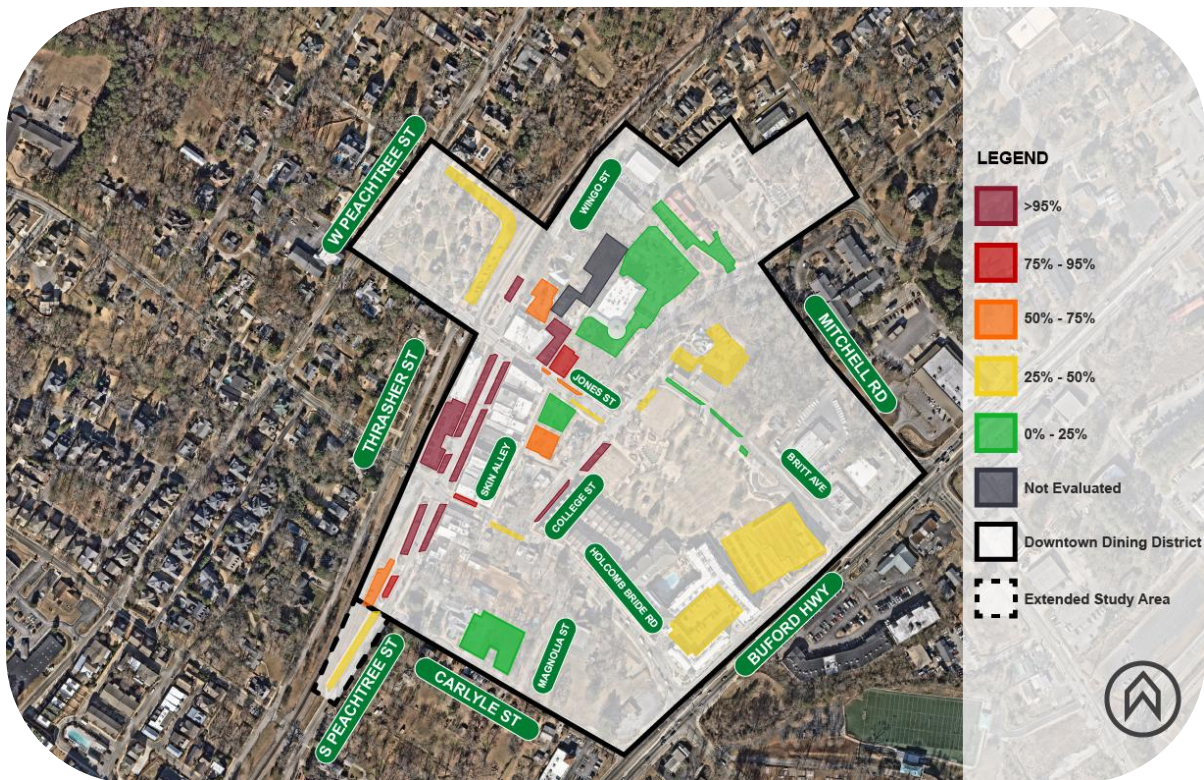
Figure 5. Limited Access Facility Resulting in Low Occupancy



Limiting access to parking facilities in high-demand areas decreases the efficiency of the parking system, resulting in an increased number of vehicles circling the area in search of parking. To optimize the parking system, public access should be maintained system-wide, and facilities that have low occupancy during peak periods should develop shared parking agreements with businesses that have unmet parking needs.

Parking occupancy was also observed on May 17th to evaluate if Day 1 observations were consistent during a second observation period. Additionally, utilization between 5:00 PM and 7:00 PM was assessed to evaluate parking demand during employee shift change. Parking utilization observed on Day 2 is illustrated in **Figure 6**.

Figure 6. Day 2, Saturday, May 17, 2025, 5:00 PM - 7:00 PM



Observed parking demand remained high along South Peachtree Street and Wingo Street, with increased demand also noted on College Street. These streets typically had occupancy rates above 95%. Other streets saw reduced demand compared to Day 1, with on-street parking generally between 25% and 75%.

Figure 7. Day 2, Observed Occupancy on South Peachtree Street



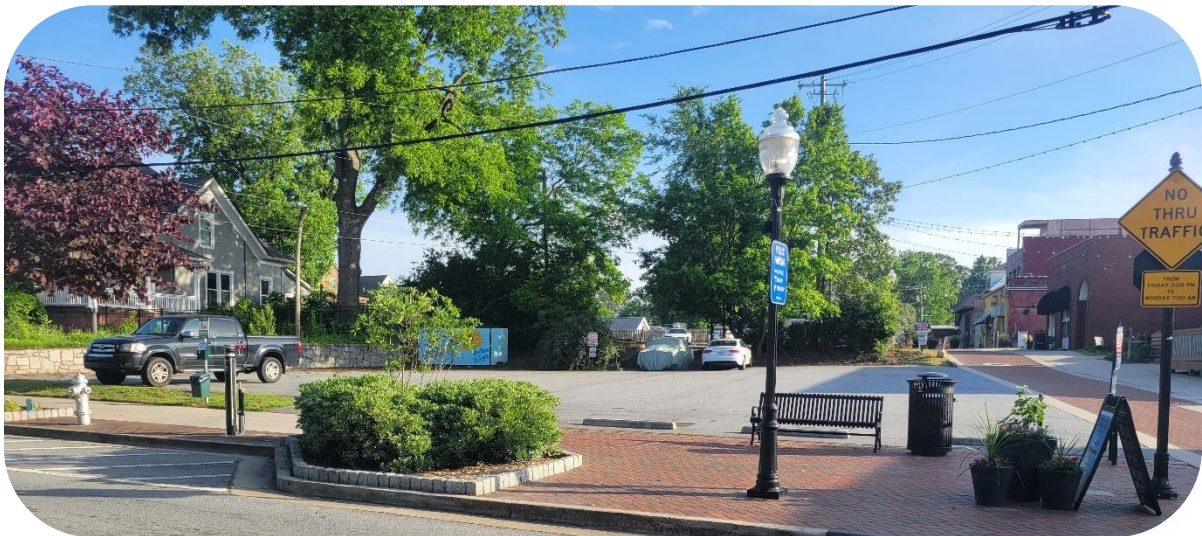
Overall, off-street parking occupancy was lower on Day 2. Parking utilization at facilities along South Peachtree maintained high rates of occupancy above 75%. The City Hall parking lot was underutilized, with occupancy <25%. Parking occupancy at the Norcross Library and Brunswick was between 25% and 50%. Occupancy at these facilities was primarily driven by an event during the observation period.

Figure 8. Parking Occupancy at the 45 Jones Street Public Parking Lot



The 20 Skin Alley lot remained underutilized during the Day 2 observations, with observed occupancy being less than 25%. Figure 9 shows parking occupancy at this facility during the observation period.

Figure 9. Day 2 Parking Occupancy at the 20 Skin Alley Lot



Employee Parking

Employee parking behavior is a key factor in observed parking demand. Based on observations, employees of Downtown businesses primarily used on-street parking to meet their parking demand. According to the City of Norcross Code of Ordinances Section 34-60(a), the City can regulate the location of employee parking in Downtown Norcross. Although this ordinance is intended to direct employees to use off-street parking facilities leased or owned by the City, the application of this regulation is limited. This program and any associated enforcement have largely been inactive since the COVID-19 pandemic. As a result, designated employee parking areas are not clearly reserved or monitored, often leaving employees without reliable access to those spaces. In turn, employees park proximate spaces near their place of employment, frequently occupying high-demand street parking along South Peachtree Street. These spaces are intended for short-term customer use but are often taken by employees for extended periods, contributing to overall parking congestion in Downtown Norcross.

The City of Norcross documented employment at Downtown businesses via a 2025 survey of these businesses. Employee parking demand was then estimated using reported needs and Urban Land Institute Shared (ULI) Parking Model time-of-day factors to estimate cumulative public parking needs and daily fluctuations. Demand was analyzed for eight business types: Bar/Lounge, Brewery Tap, Coffee Shop, Fast Casual Dining, Fine/Casual Dining, Health Club, Medical/Dental Office, Office, and Retail, with peak hours and corresponding demand summarized in **Table 1**.

Table 1. ULI Weekday and Weekend Peak Parking Hours by Land Use Type

Land Use Type	ULI Weekday Peak Hour(s)	ULI Weekend Peak Hour(s)
Bar/Lounge	7:00 PM – 10:00 PM	7:00 PM – 12:00 AM
Brewery Tap	7:00 PM	7:00 PM
Coffee Shop	8:00 AM	8:00 AM
Fast Casual Dining	1:00 PM	1:00 PM
Fine/Casual Dining	5:00 PM – 10:00 PM	5:00 PM – 10:00 PM
Health Club	5:00 PM – 6:00 PM	5:00 PM – 6:00 PM
Medical/Dental Office	8:00 AM – 5:00 PM	N/A
Office	10:00 AM – 11:00 AM	N/A
Retail	12:00 PM – 7:00 PM	12:00 PM – 4:00 PM

Figures 10 and 11 illustrate estimates of current employee parking demand by time of day on a typical weekday and weekend. These figures assume that parking trends in Downtown Norcross are aligned with national parking trends. Parking demand associated with government and institutional land uses is not included in this projection.

Figure 10. Employee Parking Demand, Typical Weekday

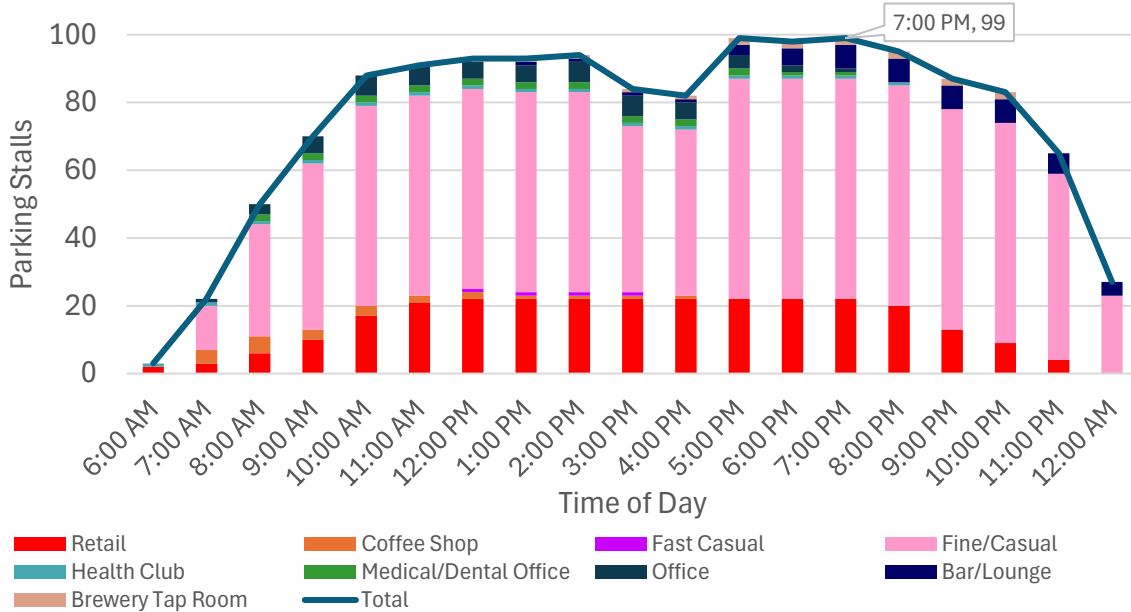
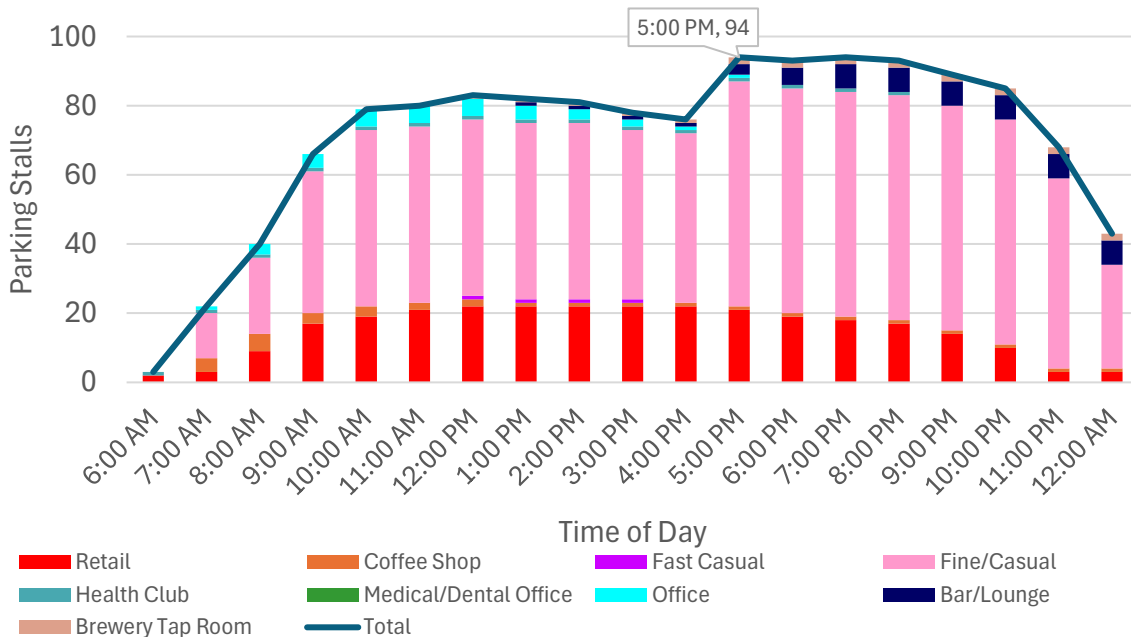


Figure 11. Employee Parking Demand, Typical Weekend Day



As seen in Figures 10 and 11, employee parking demand is expected to be lower during the workday, with demand increasing after 4:00 PM. Based on the percentage of employee parking demand expected to occur throughout the weekday, the peak employee demand hours were 5:00 PM and 7:00 PM, with a demand for 99 parking spaces. Similarly, the weekend peak employee hours were 5:00 PM and 7:00 PM, with a demand of 94 parking spaces. Based on the reported demand from responding businesses, the City of Norcross should factor in an employee parking demand of approximately 100 spaces to support Downtown businesses. Additional parking is likely needed to accommodate demand from the government, institutions, and businesses that did not respond to the 2025 survey.

As previously noted, employee parking demand is typically accommodated at proximate on-street parking spaces. This practice limits the availability of on-street parking for customers and short-term parking users. Ideally, in a Downtown environment with high demand for access to retail and restaurant land uses, on-street parking should have a high turnover rate. Parking turnover refers to the frequency with which a single parking space is used by different vehicles within a given time period. For example, if four different cars use the same space in one day, that space has a turnover of four. Higher turnover improves availability, giving more people the opportunity to park, especially in high-demand areas. By improving efficiency and managing user access for on-street parking spaces, the City of Norcross can better support Downtown's economic development and growth. While some businesses provide private parking or encourage alternative commuting methods, many employees rely on the limited supply of on-street and surface lot spaces shared with customers. This overlap becomes particularly challenging during peak periods, most notably in the afternoon and evening, when staffing levels increase alongside customer activity.

The consistent use of "high turnover" spaces by employees, often for extended durations, reduces availability for visitors and contributes to the perception of a strained parking system. This issue is especially evident along South Peachtree Street and adjacent to the historic downtown storefronts, where demand is already highest. Addressing this challenge by relocating employee parking away from the core commercial area would help preserve convenient spaces for patrons and enhance the overall efficiency of the downtown parking network.

Benchmark Study and Industry Best Practices

Building on successful parking management practices implemented by peer cities can increase the efficiency of Norcross's existing parking supply. Aligning local practices with industry standards can also identify opportunities for strategic growth and enhance the customer experience. This section explores parking management practices at five benchmarked cities and highlights industry best practices that should be considered for implementation.

BENCHMARK CITY SELECTION

Initially, ten cities in the Atlanta region were considered as potential benchmarks for Downtown Norcross. The initial list included Acworth, Buford, Duluth, East Point, Hapeville, Kennesaw, Lawrenceville, Marietta, Roswell, and Woodstock. Based on key attributes similar to Downtown Norcross, such as proximity to a rail line, comparable city population sizes, historic downtowns seeking to preserve their character, and elevation or boundaries that constrain growth, the list of benchmark cities was narrowed to five cities. The 2025 Downtown Norcross Parking Study incorporates an assessment of five benchmarked cities: **Acworth, Buford, Duluth, Lawrenceville, and Woodstock**. Benchmark cities were examined to identify common challenges and innovative solutions to address those challenges. The details of the benchmarked cities are provided in **Table 2**, with key findings summarized in this section.

Table 2. Benchmarked Local Peers

City	City Population	Total Parking Supply	Parking Deck Spaces	Downtown Zone Acreage	Paid Parking? (Y/N)	Time-Limited Parking? (Y/N)
Norcross, GA	18,043	~600	178	~60 acres	N	N
Duluth, GA	32,350	~950	260	~36 acres	N	Y
Woodstock, GA	38,473	1,976	633	~32 acres	Y	Y
Acworth, GA	22,379	~400	0	~58 acres	N	Y
Lawrenceville, GA	31,015	~1,200	600	~35 acres	N	Y
Buford, GA	18,273	~700	256	~40 acres	N	N

Minimum, maximum, and variable parking requirements were assessed across all benchmarked cities. Additionally, cities were evaluated to determine if alternatives to providing on-site parking, such as in lieu fees, were allowed at the City (see **Tables 3 – 9**).

Table 3. Commercial/Retail Ratio Comparison

City	Minimum Requirement	Maximum Requirement	Variable Requirements	In-Lieu Fee Allowed (Yes/No)	In-Lieu Fee Rate (If Applicable)
Norcross, GA	2.5 spaces per 1,000 SF	125% of the minimum requirement	Reductions available based on proximity to public parking, bus stops, or rideshare	No	N/A
Duluth, GA	5 spaces per 1,000 SF	N/A	N/A	No	N/A
Acworth, GA	5 spaces per 1,000 SF	N/A	N/A	No	N/A
Buford, GA	5 spaces per 1,000 SF	N/A	N/A	No	N/A
Duluth, GA	5 spaces per 1,000 SF	N/A	N/A	Yes	\$100 per Off-Site Space
Lawrenceville, GA	3.33 spaces per 1,000 SF	N/A	N/A	No	N/A

Table 4. Restaurant (Not Fast Food) Ratio Comparison

City	Minimum Requirement	Maximum Requirement	Variable Requirements	In-Lieu Fee Allowed (Yes/No)	In-Lieu Fee Rate (If Applicable)
Norcross, GA	10 spaces per 1,000 SF	125% of minimum requirement	Reductions available based on proximity to public parking, bus stops, or rideshare	No	N/A
Acworth, GA	6.67 spaces per 1,000 SF	N/A	N/A	No	N/A
Buford, GA	13.33 spaces per 1,000 SF	N/A	N/A	No	N/A
Duluth, GA	20 spaces per 1,000 SF	N/A	N/A	No	N/A
Lawrenceville, GA	1 space per 2.5 Seats	N/A	N/A	Yes	\$100 per Off-Site Space
Woodstock, GA	7 spaces per 1,000 SF	N/A	N/A	No	N/A

Table 5. Office Ratio Comparison

City	Minimum Requirement	Maximum Requirement	Variable Requirements	In-Lieu Fee Allowed (Yes/No)	In-Lieu Fee Rate (If Applicable)
Norcross, GA	2.5 spaces per 1,000 SF	125% of minimum requirement	Reductions available based on proximity to public parking, bus stops, or rideshare	No	N/A
Acworth, GA	4.44 spaces per 1,000 SF	N/A	N/A	No	N/A
Buford, GA	3.33 spaces per 1,000 SF	N/A	N/A	No	N/A
Duluth, GA	3.5 spaces per 1,000 SF	N/A	N/A	No	N/A
Lawrenceville, GA	3.33 spaces per 1,000 SF	N/A	N/A	Yes	\$100 per Off-Site Space
Woodstock, GA	3 spaces per 1,000 SF	N/A	N/A	No	N/A

Table 6. Personal Services Ratio Comparison

City	Minimum Requirement	Maximum Requirement	Variable Requirements	In-Lieu Fee Allowed (Yes/No)	In-Lieu Fee Rate (If Applicable)
Norcross, GA	3.33 spaces per 1,000 SF	125% of minimum requirement	Reductions available based on proximity to public parking, bus stops, or rideshare	No	N/A
Acworth, GA	2.5 spaces per 1,000 SF	N/A	N/A	No	N/A
Buford, GA	5 spaces per 1,000 SF	N/A	N/A	No	N/A
Duluth, GA	N/A	N/A	N/A	No	N/A
Lawrenceville, GA	6.67 spaces per 1,000 SF	N/A	N/A	Yes	\$100 per Off-Site Space
Woodstock, GA	4 spaces per 1,000 SF	N/A	N/A	No	N/A

Attachment: 2025 Downtown Norcross Parking Study - Final Report (25-7393 : Downtown Parking Study Update)

Table 7. Places of Public Assembly Ratio Comparison

City	Minimum Requirement	Maximum Requirement	Variable Requirements	In-Lieu Fee Allowed (Yes/No)	In-Lieu Fee Rate (If Applicable)
Norcross, GA	6.67 per 1,000 SF	125% of the minimum requirement	Reductions available based on proximity to public parking, bus stops, or rideshare	No	N/A
Acworth, GA	N/A	N/A	N/A	No	N/A
Buford, GA	1 space per 3 Seats	N/A	N/A	No	N/A
Duluth, GA	1 space per 3 Seats	N/A	N/A	No	N/A
Lawrenceville, GA	1 space per 5 Seats or 10 per 1,000 SF	N/A	N/A	Yes	\$100 per Off-Site Space
Woodstock, GA	3 spaces per 1,000 SF	N/A	N/A	No	N/A

Table 8. Bar, Lounge, Brewery, or Taproom Ratio Comparison

City	Minimum Requirement	Maximum Requirement	Variable Requirements	In-Lieu Fee Allowed (Yes/No)	In-Lieu Fee Rate (If Applicable)
Norcross, GA	6.67 spaces per 1,000 SF	125% of the minimum requirement	Reductions available based on proximity to public parking, bus stops, or rideshare	No	N/A
Acworth, GA	5 spaces per 1,000 SF	N/A	N/A	No	N/A
Buford, GA	13.33 spaces per 1,000 SF	N/A	N/A	No	N/A
Duluth, GA	5 spaces per 1,000 SF	N/A	N/A	No	N/A
Lawrenceville, GA	10 spaces per 1,000 SF	N/A	N/A	Yes	\$100 per Off-Site Space
Woodstock, GA	7 spaces per 1,000 SF	N/A	N/A	No	N/A

Table 9. Medical/Dental Office Ratio Comparison

City	Minimum Requirement	Maximum Requirement	Variable Requirements	In-Lieu Fee Allowed (Yes/No)	In-Lieu Fee Rate (If Applicable)
Norcross, GA	5 spaces per 1,000 SF	125% of the minimum requirement	Reductions available based on proximity to public parking, bus stops, or rideshare	No	N/A
Acworth, GA	4.44 spaces per 1,000 SF	N/A	N/A	No	N/A
Buford, GA	5 spaces per 1,000 SF	N/A	N/A	No	N/A
Duluth, GA	4.5 spaces per 1,000 SF	N/A	N/A	No	N/A
Lawrenceville, GA	4 spaces per 1,000 SF	N/A	N/A	Yes	\$100 per Off-Site Space
Woodstock, GA	3.33 spaces per 1,000 SF	N/A	N/A	No	N/A

Table 10. Health Club or Spa/Fitness Club Ratio Comparison

City	Minimum Requirement	Maximum Requirement	Variable Requirements	In-Lieu Fee Allowed (Yes/No)	In-Lieu Fee Rate (If Applicable)
Norcross, GA	6.67 spaces per 1,000 SF	125% of the minimum requirement	Reductions available based on proximity to public parking, bus stops, or rideshare	No	N/A
Acworth, GA	5 spaces per 1,000 SF	N/A	N/A	No	N/A
Buford, GA	5 spaces per 1,000 SF	N/A	N/A	No	N/A
Duluth, GA	8 spaces per 1,000 SF	N/A	N/A	No	N/A
Lawrenceville, GA	6.67 spaces per 1,000 SF	N/A	N/A	Yes	\$100 per Off-Site Space
Woodstock, GA	4 spaces per 1,000 SF	N/A	N/A	No	N/A

Attachment: 2025 Downtown Norcross Parking Study - Final Report (25-7393 : Downtown Parking Study Update)



Overview

Acworth, Georgia, with a population of 22,379, is an historic city in Cobb County that has preserved its small-town charm while supporting a vibrant and walkable downtown. Although the city does not operate any public parking decks, it maintains approximately 10 municipality-owned surface lots near the downtown area. These lots, along with on-street parking, are free but subject to a three-hour time limit enforced from 8:00 AM to 5:00 PM by the Acworth Police Department. While the city does not have a dedicated parking enforcement division, violations such as overstaying parking time limits or parking in restricted areas are addressed by police through citations and fines. Businesses are required to provide off-street parking, as designated by their municipal code parking minimums.

Case Study: Entertainment Zone Management

Acworth's downtown is uniquely enhanced by its alcohol containment zone, which allows for a "sip and stroll" experience within a defined boundary. Norcross employs a similar open container placemaking policy that encourages foot traffic throughout downtown and supports local businesses. The walkable layout, historic architecture, and community-focused policies make Acworth a strong benchmark for Norcross in terms of low-cost, lifestyle-driven downtown development.

Lessons Learned from Acworth

In 2011, the City of Acworth launched its on-street parking system time limit program. This program allowed people to park on the street for a maximum of three hours.

Initially, the program was met with resistance by business owners who voiced difficulty adjusting to parking time limits that impacted their ability to find a proximate parking space to their business. Employees also expressed frustration with not being able to park on-street for work schedules beyond three hours. These reactions are to be expected when introducing changes to the parking system.

- The City of Norcross should expect some resistance to the introduction of time limits. Coordination with business owners and employees will be critical throughout this process.

As a part of the program launch, the City of Acworth committed to not making changes to the on-street parking system within the first year of introducing time limits, allowing time for the community to adjust to the changes in parking regulations. Additionally, City leadership vocally supported the need for time-limited parking and encouraged business owners to be patient throughout the transition process.

- Buy-in, support, and advocacy from leadership are a critical part of successfully transitioning to time-limited parking. The City of Norcross should be prepared to commit to the transition period for at least one year after program initiation.

A key aspect of the launching and management of an on-street parking system is the inclusion of loading zones that allow businesses to access the curb for the delivery of goods and passengers. This can help to provide businesses with reliable curb access while prioritizing on-street spaces for turnover.

- The City of Norcross should develop a loading zone strategy plan and evaluate changes to the curb lane, such as passenger loading zones, parklets, and other non-parking-related uses.

Lastly, the City of Acworth paired its introduction of time-limited parking with a future TSPLOST effort to fund additional off-street parking. By connecting to a broader vision for parking access in their downtown area, Acworth was able to help business owners and voters overcome their initial apprehension about time-limited parking and eventually make additional investments in economic development and growth.

- Connect changes to the on-street parking system with off-street enhancements such as the addition of off-street parking that meets the parking needs of employees and business owners.



BUFORD, GEORGIA

Overview

Buford, Georgia, with a population of 18,273, is a historically rooted city that has strategically invested in infrastructure to support its growing downtown. The city operates a public parking deck located at 70 East Moreno Street, offering 256 free parking spaces across four levels. While there are no surface lots with time limits or rate structures, on-street parking is subject to a two-hour limit. Parking enforcement is managed by the City Marshal's Department of Public Safety Section, which oversees violations such as unlicensed vehicles, improper lot use, and obstructing traffic. Businesses are required to provide off-street parking. A notable initiative for Buford is the construction of their downtown parking deck, highlighted on the city's website as a targeted effort to support economic development.

Case Study: Pedestrian Infrastructure Developments to Enhance Walkability from Parking Facilities

Buford has taken a thoughtful approach to integrating parking infrastructure with pedestrian connectivity. The city's downtown parking deck, located at 70 East Moreno Street, is on a site that is multiple levels below the elevation of its Main Street. The deck's design includes a pedestrian bridge that connects from its top level directly to the street level of South Harris Street, a short distance from Main Street. This feature enhances

walkability by providing a safe, direct route from the parking facility to key downtown destinations, encouraging foot traffic, and reducing the need for additional vehicle circulation within the core. The deck itself, offering 256 free parking spaces across four levels, was constructed not only to support economic development but also to preserve the historical character of the area. It sits on the former site of the Samples Milling Company, which was operational between the 1930s and 1960s. The site was primarily underutilized for the decade prior to the start of construction, and two non-operational buildings were removed to clear the site.

Lessons Learned from Buford

The City of Buford made a strategic investment in a centralized public parking facility built specifically to support economic development and growth. With limited on-street parking, the addition of the off-street parking garage was celebrated by downtown business owners. The site selection of the parking garage is of particular importance. Based on the site selection and construction of the garage, the facility helps users navigate elevation changes and improves connectivity to businesses on Main Street.

- A strategic investment in a parking garage should be considered as a long-term approach to meeting Downtown parking needs. Navigating the significant elevation change areas to the east of South Peachtree Street can be accomplished by providing a pedestrian bridge from the upper levels of a potential parking garage to South Peachtree Street, allowing users to navigate the elevation by using an elevator and pedestrian bridge. If Norcross chooses to build a public parking deck in the future, a pedestrian bridge could help address concerns about visitors being reluctant to walk uphill to reach downtown businesses from the structure.

The Buford Parking Garage connects parking, placemaking, and economic development. This catalytic project removed parking as a limiting factor to the area's growth.

- Leverage the addition of parking as an opportunity for placemaking and economic development. Ensure that the aesthetics of future parking facilities elevate the experience of visiting Downtown and spark growth in the area. The planned parking extension off Wingo Street and behind City Hall represents an opportunity to support placemaking and economic development. Plans include enhancements to the sidewalk running next to Betty Mauldin Park and perpendicular to Jones Street, but additional enhancements to the sidewalk along Lawrenceville Street could increase the desire to utilize public parking at City Hall. This strategy should be considered with any new development to maintain a cohesive and connected pedestrian experience in Downtown Norcross.



Overview

Duluth, Georgia, with a population of approximately 32,350, is a diverse and growing city in Gwinnett County. The city supports its downtown area with two public parking decks and nine municipality-owned surface lots. While most surface lots have a three-hour time limit, there are no fees for parking. On-street parking is free and largely unrestricted. The Duluth Compliance Code Division manages parking enforcement. Duluth's downtown is a model of walkability and placemaking, shaped by a comprehensive Downtown Master Plan that emphasizes pedestrian-friendly streetscapes, mid-block crossings, and vibrant public spaces, such as Parsons Alley. These features, along with a substantial amount of on-street parking and a balance between vehicle access and pedestrian comfort, make Duluth a strong benchmark for Norcross as it considers strategies to enhance its own downtown parking and mobility systems.

Case Study: Public/Private Parking Agreement at Courtyard Parking Deck

Duluth's Courtyard Marriott parking deck and Mathias parking deck exemplify how public-private partnerships can effectively expand parking access without requiring full municipal ownership. The Courtyard deck, which includes approximately 220 spaces, is privately owned by the hotel but made available to the public during business hours. The Mathias parking deck offers approximately 40 parking spaces near the downtown center and is available to the public after 5 PM on weekdays and all day on weekends. These shared parking arrangements enable the city to meet evening and event-based parking

demand while avoiding the full capital and operational costs of building and maintaining a fully public facility.

Lessons Learned from Duluth

For Norcross, which currently lacks a dedicated public parking deck, this model presents a practical and scalable solution. By partnering with private property owners of future developments such as hotels, mixed-use developments, or institutions, the City of Norcross could negotiate similar agreements to unlock underutilized parking during evenings and weekends. A public-private parking deck should be considered as part of future developments in areas closer to the downtown core. This approach would support downtown vibrancy, shift employee parking away from high-demand on-street parking, accommodate event demand, and improve access for residents and visitors, all while preserving valuable land for other uses. As Norcross continues to grow, leveraging public/private agreements could be a key strategy in building a flexible and cost-effective parking system.

- Connect parking management strategies and investments to a broader Master Plan for Downtown Norcross.
- Explore public/private partnerships to add future parking supply.



Overview

Lawrenceville, Georgia, with a population of 31,015, is the historic county seat of Gwinnett County and has embraced a progressive approach to downtown development. The city operates two public parking decks, the Downtown Parking Deck and the Luckie Street Parking Deck, which combined offer around 600 free parking spaces. Additionally, there are 10 city-owned surface lots located near downtown, all of which are free and have no time restrictions. On-street parking is also free, with a two-hour time limit enforced from 8:00 AM to 5:00 PM by the Lawrenceville Police Department. Although the city does not have a dedicated parking department, it enforces regulations through the issuance of citations and fines.

Lawrenceville requires businesses to provide off-street parking but also offers a flexible in-lieu fee option, allowing developers to contribute to public parking infrastructure instead of meeting on-site minimums. Lawrenceville's downtown structure is guided by a design-based zoning code and a master plan that emphasizes walkability, mixed-use development, and traditional town-building principles, such as building-to-line setbacks, generous storefront windows, and concealed parking. With strategically located free public lots, residential permit zones, and incentives for compact and electric vehicles, Lawrenceville offers a balanced and accessible parking environment that supports both economic growth and community character, making it a strong benchmark for Norcross.

Case Study: In-Lieu Fee Structure

Lawrenceville has adopted a flexible in-lieu fee structure that provides developers with an alternative to meeting traditional on-site parking minimums. Through its Downtown Parking Credit program, the city allows property owners to contribute financially to public parking infrastructure instead of constructing their own off-street spaces. This approach supports infill development and adaptive reuse projects, particularly in areas where space is limited or where walkability and shared parking are more appropriate than private lots.

Currently, the City of Norcross does not allow in-lieu fees. However, this model offers a valuable tool for encouraging downtown growth without overburdening developers or consuming valuable land for parking. By collecting fees that can be reinvested into strategically located public lots or shared-use facilities, Downtown Norcross could better align its parking supply with actual demand while promoting a more compact, pedestrian-friendly urban form. Lawrenceville's policy demonstrates how in-lieu fees can be used not only as a development incentive but also as a funding mechanism to support long-term parking and mobility goals.

Lessons Learned from Lawrenceville

Lawrenceville provides a compelling example of how parking policy can be leveraged to support broader downtown planning objectives. Rather than addressing parking as an isolated issue, the city integrates parking management into its comprehensive master plan, which focuses on walkability, infill development, and economic vitality. This integrated approach is evident in how parking infrastructure, zoning regulations, and urban design standards work in concert to create a cohesive and accessible downtown environment. As a result, parking investments not only meet current demand but also advance long-term development goals. Notably, Lawrenceville's adoption of in-lieu parking fees facilitates infill development and adaptive reuse, particularly in areas with limited space.

- Align parking management strategies and investments with a broader Downtown Norcross Master Plan.
- Explore the implementation of in-lieu parking fees to support and incentivize future development.



Overview

Woodstock, Georgia, with a population of 38,473, has grown rapidly over the past 20 years and has emerged as a leading national model for suburban downtown development. The city has made significant investments in downtown infrastructure, including a six-level public parking deck that provides 633 free parking spaces within a 5-minute walk to downtown businesses. In addition to the structured deck, Woodstock manages five city-owned surface lots and around 96 on-street spaces for a total of 297 spaces. In July 2025, the city implemented parking fees for these spaces with a variable rate structure: the first hour is free with vehicle registration, followed by \$2 per hour until the \$4 maximum rate. The city also offers a \$4 flat rate for overnight parking after 5 PM, designed for visitors who need to leave their vehicle overnight after a night out. The paid parking zones utilize a contactless scan-to-pay system and are enforced via license plate recognition (LPR), with a three-hour limit from 10:00 AM to 8:00 PM. This is supported by mobile payment options and a dedicated enforcement team. Under this new system, just 15% of the total 1,976 public parking spaces are in paid zones, ensuring that 85% of parking spaces provide free and long-term parking. Woodstock's downtown is a model of modern planning, blending walkability, mixed-use development, and smart parking management. The area features wide sidewalks with integrated retail and dining. These features make Woodstock a compelling benchmark for Norcross as it considers how to balance accessibility, technology, and economic development in its downtown.

Case Study: Contactless Paid Parking Model, Free Hour of Parking with Vehicle Registration

Woodstock has implemented a modern, user-friendly paid parking system that blends technology with accessibility. A typical goal of a paid parking system using this model is to increase turnover for these high-demand parking areas by redistributing long-term parking to the free parking deck and surface lots. The system is entirely mobile app-based, allowing users to pay via the app in designated zones. A key feature is the first hour of parking being free with vehicle registration, which encourages compliance while maintaining convenience for short-term visitors.

Lessons Learned from Woodstock

Woodstock's managed parking has a three-hour time limit from 10:00 AM to 8:00 PM. These hours allow the city to generate parking turnover and manage parking during peak hours, such as evenings. These hours of operation and the time limit help to encourage employees to park at free off-street parking locations, preserving on-street parking for customers and visitors.

- Consider setting maximum parking time limits for three hours and establishing hours of operation that encourage daytime and evening employees to park at off-street parking locations.

Woodstock made strategic investments in its public parking infrastructure as part of a broader growth strategy, recognizing that accessible parking was essential to downtown vibrancy and economic development. These investments included a public parking deck, multiple surface lots, and an expansion of on-street parking. Importantly, Woodstock only implemented paid parking after several years of sustained development and once its public deck was completed, ensuring that an adequate supply was in place before introducing pricing mechanisms.

- The City of Norcross should begin by investing in foundational infrastructure, starting with a cost-effective surface lot to expand capacity and support downtown activity. To improve the efficiency of the existing parking supply, the City should also implement time limits and explore managed parking strategies. While a public parking deck could eventually provide a significant increase in capacity, its cost may currently outweigh the benefits. An ongoing evaluation of public parking needs, including cost-benefit analyses, is recommended. In the long term, Norcross may consider advanced management tools, such as mobile app-based paid parking; however, such a system is not yet appropriate. For now, the City should prioritize time limits and targeted infrastructure investments to improve parking management in the downtown area.

BENCHMARK STUDY CONCLUSIONS

The benchmark study highlights critical industry best practices that can inform Norcross's approach to parking expansion and management.

- Three of five benchmark cities have established public parking decks, reinforcing the importance of structured parking in pedestrian-friendly downtown districts.
- Surface parking remains a key component, with most cities maintaining multiple lots. Four of five benchmarked cities regulate turnover in high-demand parking areas through time-limited parking.
- Woodstock stands out as the only city to implement a paid parking district, leveraging contactless mobile payments and structured rates to encourage turnover while preserving free, long-term options.
- Shared-use agreements, such as Duluth's Courtyard Marriott deck, demonstrate how cities can supplement parking capacity without full municipal ownership, a model that Norcross could adapt to optimize existing spaces.

Parking enforcement strategies vary widely among peer cities, with some relying on police departments and others utilizing dedicated compliance teams. Cities like Woodstock and Duluth have extended enforcement hours to manage demand during evening events and dining periods, enhancing accessibility beyond standard business hours. Acworth's alcohol containment zone and Lawrenceville's flexible in-lieu fee system demonstrate how zoning and economic tools can support downtown vibrancy. While these cities have implemented a mix of structured parking, shared-use agreements, and, in some cases, paid parking, the data suggests that such measures are most effective when tailored to specific local conditions. For Norcross, introducing paid parking is likely to be premature. Instead, the city should focus on foundational strategies such as improved enforcement, shared parking agreements, and better utilization of the existing supply to build a sustainable and adaptable parking system that supports future growth.

INDUSTRY BEST PRACTICES REVIEW

The 2019 Downtown Norcross Parking Study outlines parking management strategies that remain applicable to Norcross' parking system. Recommendations such as introducing time limits, enforcing on-street regulations, and reallocating employee parking to off-street facilities can help mitigate the parking strain being experienced in the Downtown Dining District. In support of Norcross's continued progress towards developing an efficiently managed on-street and off-street parking system, the City should embrace the following industry best practices.

1. Understand Trade-offs in the Parking Experience

An effectively managed parking system will inevitably result in tensions between a driver's parking experience. Ideally, a driver will be able to find a parking space that is proximate to their destination, reliably available when needed, and free of cost and time limitations. Unfortunately, in growing or mature Downtown environments, the ability to obtain all three of these desirable attributes is unfeasible. The quantity of free parking near a high-demand destination that is reliably available would fundamentally change the character of an area, converting it from a downtown location to areas resembling suburban shopping plazas. As detailed in **Figure 12**, an effectively managed parking system requires drivers to pick two of the three desired parking attributes: Cost, Proximity, or Reliability.

Figure 12. Pick Two: Trade-offs between Cost, Proximity, and Reliability



Option 1: Drivers can choose a parking space that is proximate to a high-demand location and reliably available when needed, but it will come at a cost.

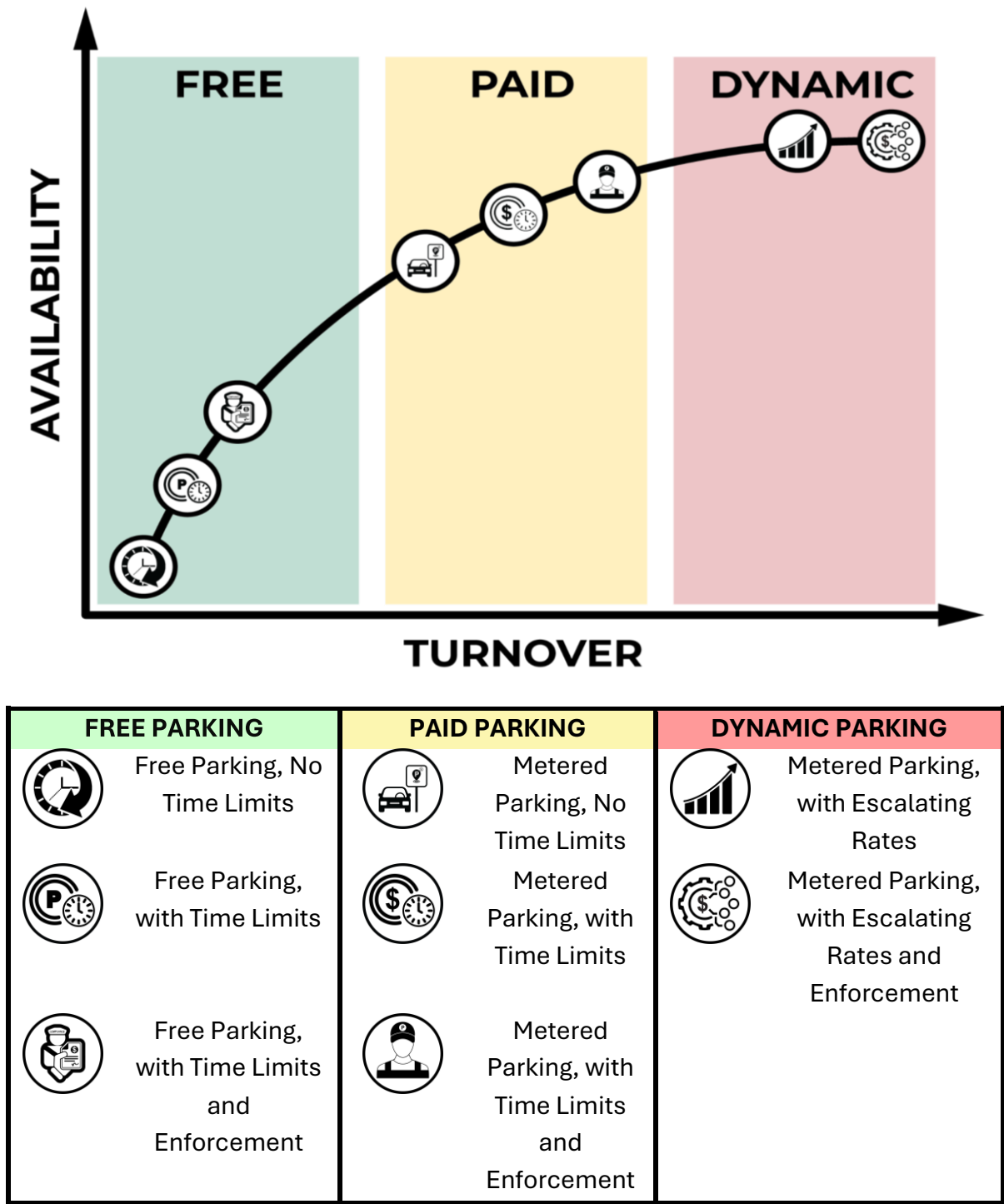
Option 2: Drivers can choose a parking space that is free of charge and proximate to a high-demand location; however, due to the demand of other users, the parking space may not be reliably available.

Option 3: Drivers can choose a parking space that is free of charge and reliably available, but it will not be located near a high-demand area. By understanding these trade-offs, the City of Norcross can establish a baseline expectation for drivers seeking access to businesses within the Downtown Dining District.

2. The Purpose of Managed Parking is to Generate Parking Turnover

Promoting parking turnover is a key goal of a managed parking system. Various management strategies can be implemented to foster the short-term use of on-street parking. As parking turnover increases, the likelihood of finding an available parking space when needed increases. Management strategies, such as free, time-limited parking, paid parking, and dynamic pricing, foster increasing levels of turnover, as shown in **Figure 13**.

Figure 13. Relationship between Parking Turnover and Availability



A combination of approaches and strategies is necessary to support an efficient curb environment. Additionally, strategies will vary based on each community/area. The purpose of parking enforcement is to ensure compliance with posted restrictions so that access to the curb can be maintained and safety concerns can be achieved. Generating parking revenue or attempting to ticket every violation are unwise goals for parking enforcement. Each management strategy and resulting turnover outcomes are detailed below:

- Free parking, with no time limits, has the lowest turnover rate.
- Free, time-limited parking generates low levels of turnover without enforcement.
- Free, time-limited parking generates moderate levels of turnover when enforcement is consistent.
- Metered parking without time limits generates moderate turnover based on a parkers' willingness to pay.
- Metered parking with time limits generates a high level of parking turnover based on the maximum time limit.
- Metered parking with time limits and enforcement generates consistently higher levels of turnover but can rely on punitive measures.
- Metered parking with escalating rates and no time limits generates higher levels of turnover based on a parkers' willingness to pay.
- Metered parking with escalating rates and consistent enforcement generates the highest turnover rates with limited punitive measures.

3. Developing A Virtuous Cycle

Managed parking and parking regulations that generate revenue can be a critical source for economic development. Parking systems that require drivers to pay for parking or systems that require the payment of in-lieu fees should reinvest generated funds into the parking and mobility system. By reinvesting funds generated by the parking system into improvements in the area where funds are generated, cities can develop a "Virtuous Cycle of Parking." This best practice is illustrated in **Figure 14**. When cities generate revenue from parking and reinvest a portion of the revenues into parking and mobility enhances, this reinvestment can serve as a driver of economic development, attracting additional customers and visitors who pay for parking, further generating funds that can support additional reinvestment.

Figure 14. Virtuous Cycle of Parking



- 01** Customers pay for parking to access local shops and restaurants.
- 02** A portion of the revenue from the parking system is reinvested in the area to support economic development and enhance customer experience.
- 03** The enhanced area attracts more customers who then pay for parking access, increasing future revenues for future reinvestment.

4. Other Management Considerations

Valet parking is a widely used service that enhances convenience, particularly in areas where parking meters might reduce accessibility. While Norcross has previously attempted valet service with limited success, future demand could emerge from individual businesses, especially popular restaurants. However, the lack of parallel spaces along South Peachtree Street presents logistical challenges, meaning valet pick-up/drop-off may only be viable under the right conditions.

Projected Parking Demand

Downtown Norcross is experiencing a period of sustained growth, with several new developments planned that will introduce a mix of residential, commercial, and entertainment uses. These projects, while enhancing the vibrancy and economic vitality of the area, will also place additional pressure on the existing parking infrastructure. To ensure continued accessibility and support for local businesses, it is essential to anticipate and plan for the resulting increase in parking demand. An additional consideration when planning for new development is to plan for how many existing spaces will be removed during and after the construction of these developments.

ANTICIPATED DEVELOPMENT IMPACTS

Three key developments proposed in Downtown Norcross would significantly influence future parking needs:

- **A new restaurant and bar concept** featuring both indoor and outdoor dining areas, likely to generate high weekday-evening and weekend demand.
- **An entertainment-focused site** incorporating outdoor dining and flexible event space, which may attract large crowds during peak periods.
- **A mixed-use residential development** that includes multifamily housing, townhomes, and ground-floor commercial space, contributing to both resident and visitor parking needs.
- **A food truck/food hall development** which is expected to attract a steady flow of visitors and contribute additional parking demand, likely with higher turnover rates than other food and beverage establishments due to shorter visit durations.

While the exact square footage and operational characteristics of these developments are still evolving, preliminary estimates suggest that the cumulative impact could exceed several hundred additional parking spaces. These projections are based on current zoning requirements and typical demand ratios for similar land uses in comparable downtown environments.

Generalized Parking Demand Estimates

The City of Norcross currently maintains minimum parking requirements for various land uses within the Downtown Dining District. For the purposes of this study, the City's current minimums have been used to project future parking demand associated with

planned development. The following minimum parking requirements, as outlined in the current Norcross Unified Development Ordinance (UDO), will serve as the foundation for projecting future parking demand:

- **Residential (Multifamily and Townhomes):** 1.46 spaces per unit
- **Food and Beverage Establishments:** 10.00 spaces per 1,000 square feet
- **Commercial/Retail Uses:** 2.50 spaces per 1,000 square feet

Table 11 summarizes the projected parking needs based on these minimum ratios for new development within the downtown area.

Table 11. Future Projected Parking Demand

Land Use	Minimum Spaces	Square Footage/Units	Parking Spaces Needed
Residential	1.46 spaces/Unit	240 Units	350
Food and Beverage	10.00 spaces/ 1,000 SF	4,200 SF	42
Commercial	2.50 spaces/ 1,000 SF	4,000 SF	10
Estimated Total			402

It is important to note that this table does not account for the proposed food truck/food hall development, which is expected to contribute additional parking demand in Downtown Norcross. A development of this type is not specifically addressed in the Norcross UDO, nor national parking guidance such as those published by ULI or ITE. As such, a reasonable estimate of usage and parking needs for this development will need to be incorporated into future projections to ensure adequate planning. A food truck/food hall land use is expected to generate less overall parking demand than a traditional restaurant, due to higher customer turnover rates and a greater reliance on nearby street parking to accommodate visitors. Collectively, these developments could generate a demand for more than 400 parking spaces, particularly during evenings and weekends when residential, dining, and entertainment activities overlap.

PREPARING FOR FUTURE NEEDS

Proactive parking planning is essential to ensure accessibility to businesses and accommodate future growth. A multi-faceted approach is necessary to balance immediate expansion efforts with long-term strategies to meet increasing demand. With ongoing development, additional parking solutions will be required. This section outlines strategic measures for future parking expansion, including the identification of potential

sites and industry best practices that will guide the City’s approach. By benchmarking peer cities and overlaying growth projections, Norcross can implement smart policies such as shared parking agreements, managed on-street parking, and other innovative parking tools. Further preparation for future needs will include an update to ordinances specifically for the District, aligning parking policies to industry standards. The following subsections delve into expansion opportunities and strategic frameworks to ensure Downtown Norcross remains a welcoming and accessible destination.

Expanding the Downtown Parking Supply

The City of Norcross is actively considering strategies for parking expansion in its downtown area. In the early stages of development, there is a planned extension of Skin Alley and the reconfiguration/expansion of the City Hall parking lot. This extension will add approximately 60 – 70 parking spaces and improve both vehicular and pedestrian connectivity at the north end of Downtown Norcross.

FUTURE EXPANSION SITES FOR CONSIDERATION

As part of this study, Kimley-Horn has identified three potential options for future parking supply expansion that the City of Norcross should consider as Downtown Norcross continues to grow. These expansion strategies are explored across three potential facility types.

Facility Type 1: Centrally Located Shared Parking Lot

The City of Norcross should explore possibilities to consolidate existing surface parking lots centrally located within the Downtown area. A consolidated surface lot can be created through the assembly of multiple lots or the development of shared parking agreements across privately held parking facilities. The centrally located facility should be within a 5-minute walk to most Downtown businesses and avoid barriers to walkability, such as significant grade changes. Additionally, a public-private agreement creating designated employee parking at a centrally located surface lot would enable the relocation of employees who are currently parking on the street. This would improve the parking experience for Downtown visitors and customers by increasing the availability of high-demand on-street parking in front of the downtown businesses currently used by employees.

According to Gwinnett County Property Tax Assessor data, consolidating surface lot parcels within the study area could create a developable area of approximately 19,000 square feet, sufficient to accommodate an estimated 55 parking spaces. At a projected cost of \$15,000 per space, the purchase, design, and construction of the surface lot are expected to total approximately \$825,000. While operational costs for surface lots are typically low, implementing technology solutions, such as a mobile app for vehicle registration and stationary LPR cameras, can automate management and enforcement, thereby reducing long-term staffing needs. However, this adds to upfront capital costs. A stationary LPR system is estimated at \$6,500 per lane, resulting in a total technology cost of approximately \$26,000 for two entry and exit lanes. Altogether, the total initial investment is estimated at \$851,000. It is important to note that parcel consolidation in

Downtown Norcross may incur higher-than-average costs, potentially impacting the overall feasibility of surface lot development.

Facility Type 2: New Parking Development Away from Downtown Center

The City should consider developing future parking near the downtown center as part of future commercial developments. As underdeveloped parcels experience in-fill development, the City should facilitate opportunities to develop a public parking facility across one or multiple development parcels. Currently, site opportunities for commercial development in-fill are typically beyond a 5-minute walk to downtown attractions but offer the possibility of supporting a park-once environment. The exploration of parking facilities internal to future developments or incorporating public parking into planned structured parking would allow the City to develop public-private partnerships, support economic development, and enhance access to destinations. For this facility type, the City should identify locations in which a parking facility can mitigate the need to traverse large grade changes, increasing the Downtown visitors' and customers' willingness to walk. Another area that should be considered for a new parking development site is in the eastern section of Downtown Norcross.

Preliminary site analysis within the downtown study area suggests that this facility type could add approximately 90 parking spaces at a new surface lot, while also creating opportunities for about 13,500 square feet of infill development along parcel frontages. Parking supply could be further increased if structured parking is incorporated into potential development sites. At an estimated cost of \$15,000 per space, the total cost for land acquisition, design, and construction of the surface lot is projected at \$1.35 million. Notably, significant cost savings could be achieved if the facility is developed on public land or through a public-private partnership. Utilizing an automated management system similar to Facility Type 1, technology-related capital costs are projected at \$26,000, with minimal ongoing operational expenses, bringing the total estimated upfront investment to approximately \$1.376 million.

Facility Type 3: Shared Parking to be Developed Alongside Residential Expansion

Mid-to-large-scale mixed-use developments provide a unique opportunity to add structured parking. Currently, planned mixed-use developments in the study area could add over 400 parking spaces to Downtown's parking inventory. While much of this parking will be allocated to residential units within the development, new facilities also present an opportunity to expand the Downtown Norcross parking supply via shared parking. Strategically placing the structured parking facility could help customers and visitors navigate grade changes, improving connectivity to the downtown core.

Alternatively, the parking facility could be located on an adjacent site closer to the downtown center, even if that site is not currently included in the planned development, to help create a more cohesive and integrated district.

The typical construction cost for a structured parking space ranges from \$25,000 to \$40,000, depending on design, materials, and site conditions. When factoring in land acquisition, the total cost per space can increase significantly. According to Gwinnett County Property Tax Assessor data, the land value for a parcel of approximately 21,250 square feet, representative of Facility Type 3, is estimated at \$80,270. However, recent land sales in Downtown Norcross have ranged from \$1.5 million to \$2.1 million per acre, with an average price of \$1.7 million per acre. Accordingly, the acquisition cost for the parcel intended for the parking facility should be estimated at approximately \$830,000. Constructing a 200-space structured parking facility on this site is projected to cost roughly \$8 million. An additional evaluation of site-specific land acquisition and construction cost is needed to determine the actual cost of a future parking facility. While such a facility would help address current parking demand and some demand from future growth, further development may necessitate the development of an additional, similar facility. This level of investment would require substantial financial commitment from both the City of Norcross and a potential private-sector development partner.

Conclusion and Recommendations Action Items

Downtown Norcross is at a pivotal moment in its growth, with increasing development and community activity placing new demands on its parking infrastructure. While the current supply of 540 public parking spaces is adequate to support current demand, peak periods already strain capacity, and projections indicate a need for additional spaces to support potential near-term development.

This study has identified both immediate and long-term strategies to address these challenges. Key recommendations include:

- **Expanding the parking supply** through new surface lots and shared-use agreements.
- **Modernizing parking management** with tools such as time limits, paid parking in high-demand areas, and mobile payment systems.
- **Enhancing pedestrian connectivity** to improve access between parking facilities and downtown destinations.
- **Aligning with peer cities** to adopt proven best practices, including in-lieu parking fees, public-private partnerships, and structured parking investments.

By integrating these strategies, Norcross can create a flexible, sustainable parking system that supports economic development, preserves the character of its historic downtown, and enhances the visitor experience.

RECOMMENDED ACTION ITEMS

To move forward with the recommendations outlined in this report, the following actions are proposed:

- **Finalize and Adopt the Downtown Parking Ordinance Update**
Align parking minimums and development incentives with industry standards and the city's long-term vision.
- **Complete Design and Engineering for the Wingo/Jones Street Lot Expansion**
Advance planning and funding for the proposed 60 – 70 space expansion to address short-term parking needs.
- **Engage Private Property Owners for Shared-Use Agreements**
Pursue negotiations with owners of centrally located lots to formalize shared parking arrangements.

- **Develop a Parking Management Plan**
Establish policies for time-limited zones, enforcement protocols, and employee parking regulation.
- **Pursue Funding Opportunities**
Identify grants, public-private partnerships, and/or in-lieu fee structures to finance parking infrastructure improvements.
- **Enhance Wayfinding and Pedestrian Infrastructure**
Improve signage and sidewalk connectivity, particularly around City Hall and Betty Mauldin Park, to encourage use of underutilized lots.
- **Monitor and Evaluate**
Implement a system for ongoing data collection and performance evaluation to adapt strategies as Downtown Norcross evolves.

Content for Future Parking Ordinance

APPLICABLE BOUNDARIES

Parking management operations in Norcross should be concentrated within the Downtown Dining District, which serves as the central hub for activity and the primary source of parking demand in the downtown area. Downtown Norcross's mix of restaurants, retail, civic uses, and pedestrian traffic creates parking and transportation needs that differ significantly from adjacent residential neighborhoods. A targeted parking management strategy is needed to address these unique conditions, support business activity, and ensure the efficient use of existing resources.

The boundaries for this focused management effort should include the core Downtown Dining District, as well as the transitional area extending along South Peachtree Street. As shown in **Figure 15**, this expanded zone encompasses the City's newly developed surface parking lot and provides a logical framework for operational improvements. Managing this area as a distinct district will enable the City to improve wayfinding, monitor usage, and enhance access while aligning policies with downtown's evolving role as a destination for residents and visitors alike.

Figure 15. Recommended Boundaries for a Modernized Approach to Parking Management



MINIMUM PARKING REQUIREMENTS

Current minimum parking requirements are typically lower in Norcross than those in benchmarked peer cities. Additionally, the minimum ratios also fall below those recommended by national resources, such as the Urban Land Institute's Shared Parking Manual and the Institute of Transportation Engineers' (ITE) Parking Generation Manual. These national resources are widely used to estimate parking demand based on land use, time of day, and local context. They provide a more accurate reflection of actual parking needs in mixed-use, walkable environments like Downtown Norcross. The current minimum ratios in Norcross are intended to reduce overbuilt parking and support a pedestrian-friendly downtown. They may not adequately account for peak demand periods, particularly during evenings and weekends when dining, entertainment, and residential uses overlap. As a result, the existing standards risk underestimating cumulative demand, especially as the City considers allowing new development within the Downtown Dining District.

By aligning local policy with these updated standards, Norcross can better manage growth, reduce pressure on public parking assets, and support a more predictable and equitable development process. This approach also lays the groundwork for complementary strategies, such as shared parking agreements, in-lieu fee programs, and structured parking investments, which will be critical to maintaining a flexible and resilient parking system.

Table 12. Minimum Parking Ratio Comparison and Downtown Dining District Recommended Ratio*

Land Use	Norcross Minimum Ratio	Benchmarked Average Min.	ULI Parking Ratio	ITE Parking Ratio	Recommended Parking Ratio
Commercial/Retail	2.5 sp. per KSF	4.67 sp. Per KSF	3.5 sp. per KSF	3.11 sp. per KSF	3.5 sp. per KSF
Restaurant (Not Fast Food)	10 sp. per KSF	13.4 sp. per KSF	15.5 sp. per KSF	16.18 sp. per KSF	14 sp. per KSF
Office	2.5 sp. per KSF	3.52 sp. per KSF	3.8 sp. per KSF	1.95 sp. per KSF	3 sp. per KSF
Personal Services	3.33 sp. per KSF	4.54 sp. per KSF	N/A	N/A	4 sp. per KSF
Places of Public Assembly	6.67 sp. per KSF	11.6 sp. per KSF	N/A	13.94 sp. per KSF	10 sp. per KSF
Bar, Lounge, Brewery, or Taproom	6.67 sp. per KSF	8.07 sp. per KSF	16.5 sp. per KSF	5.66 sp. per KSF	8 sp. per KSF
Medical/Dental Office	5 sp. per KSF	4.25 sp. per KSF	4.6 sp. per KSF	2.63 sp. per KSF	4.5 sp. per KSF
Health Club or Spa/Fitness Club	6.67 sp. Per KSF	5.73 sp. per KSF	7.0 sp. per KSF	5.2 sp. per KSF	6.5 sp. per KSF

*sp. Per KSF = Spaces Per 1,000

While the City of Norcross legislatively implements minimum parking requirements, compliance varies depending on land use type, development intensity, and zoning changes. The UDO includes provisions that allow certain land uses to fulfill parking needs off-site rather than on their property. Although this flexible approach aims to reduce land devoted to parking, it has inadvertently contributed to growing parking shortages as business activity in the Downtown Dining District expanded.

Section 203-6: Location of required off-street parking spaces on other property

This section does not explicitly prevent multiple businesses or land uses from designating the same off-site parking facility located within 400 feet of their premises to satisfy their parking requirements. As currently written, the code could allow multiple businesses to rely on the same facility, potentially exceeding its available capacity. Furthermore, it does not prohibit property owners from entering into off-site parking lease agreements with multiple tenants that, in aggregate, surpass the facility's actual supply. Additionally, the code lacks provisions to prevent overlapping parking demand periods between the lessor and lessee. To ensure effective oversight and equitable access to off-site parking, lease agreements should require that sufficient parking is available during the specific time periods in which it is being leased. To address these regulatory gaps, the City of Norcross should revise its legislation to include:

- **Parking Utilization Studies for Off-site Parking**

Applicants should be required to demonstrate that their off-site parking location has availability and capacity to accommodate their parking needs.

Section 203-7: Sharing of Required Off-Street Parking Spaces

While allowing up to half of a land use's parking demand to be accommodated at a nearby closed facility can promote shared parking and efficient resource use, this provision lacks adequate safeguards to prevent overreliance on off-site parking. To ensure proper implementation and avoid unintended impacts, any land use applying for this exemption should:

- **Demonstrate time-of-day parking demand.**

The applicant should provide a time-of-day parking demand analysis to confirm that the on-site supply can meet peak parking needs during daytime hours. Off-site parking should only be used to meet demand during nights and weekends, and the applicant must show that a valid agreement is in place granting access to the off-site facility during those specific time periods.

- **Designate off-site parking as the primary parking location for employees, with on-site parking reserved for customers and visitors.**

This clear allocation will promote predictable parking behavior, help prioritize convenient access for customers, and reduce parking overages for land uses relying on off-site employee parking.

Section 203-10 – Parking Reductions

This section permits specific reductions in minimum parking requirements based on factors such as the presence of nearby parking, availability of alternative commute options, or shared parking arrangements. However, while these provisions offer flexibility, they do not establish a clear linkage between the actual availability and utilization of off-site parking and the justification for granting such reductions.

Section 203-10(1) allows for a 25% reduction in the required parking supply; however, it does not require the applicant to utilize the public parking facility identified as the basis for the reduction. Furthermore, there is no legislative requirement to demonstrate that the referenced public facility has sufficient capacity to accommodate the applicant's projected parking demand. The section also lacks clarity regarding what qualifies as an eligible public parking facility to meet off-site parking requirements. As a result, this provision has contributed to the overutilization of on-street parking by downtown employees, exacerbating observed parking deficits within Downtown Norcross. To mitigate these unintended outcomes, the section should be revised to include the following:

- **Differentiate between employee and customer parking demand.**
Businesses can manage parking more effectively by encouraging or requiring employees to park off-site, which helps preserve more convenient, on-site spaces for customer use and reduces overall demand on high-turnover parking areas.
- **Apply parking reductions specifically to employee parking demand rather than customer parking requirements.**
The code should allow for up to a 100% reduction in required employee parking if employee demand is accommodated at a designated public parking facility. To ensure proper implementation, employees should be required to obtain parking permits or decals for these facilities, which will provide documentation confirming their assigned off-site parking location and ensure accountability in parking management.

- **Define the types of public parking facilities eligible for off-site parking reductions.**

Only designated public surface lots and structured parking facilities should qualify for a reduction in a permittee's on-site parking requirements. On-street parking should be excluded from this provision, as relying on it may encourage employees to use high-demand curbside spaces, ultimately diminishing parking availability and convenience for customers and visitors.

- **Regulate employee off-site parking locations.**

Establish enforcement measures for employees who commit to parking in designated off-street public facilities but instead occupy on-street parking spaces during their shifts. This may include "out-of-zone" parking regulations, citations, or revocation of parking privileges to ensure compliance and preserve on-street spaces for customer and visitor use.

ACCOMMODATING SITE-CONSTRAINED ADAPTIVE REUSE DEVELOPMENTS

Imposing restrictions on parking space reductions can pose significant challenges for adaptive reuse projects, particularly in meeting minimum parking requirements. While off-site parking may meet employee demand, customer and visitor demand often exceeds the limited on-site supply. This issue is especially acute in the Downtown Dining District, where many parcels lack any on-site parking, making compliance with existing parking standards nearly impossible. As a result, when these properties are redeveloped without sufficient parking, the burden of managing overflow demand frequently falls on the City.

While the City's existing on-street and off-street parking resources may temporarily absorb excess demand, managing and operating these facilities involves ongoing costs. To address this challenge and offer flexibility for developments that cannot, or opt not to, meet their full parking requirements on-site, the City should consider establishing a parking in-lieu fee program. This approach would enable developers to contribute financially to shared parking solutions, supporting the City's efforts to fund, expand, and sustainably manage public parking infrastructure.

Of the five benchmarked cities, only Lawrenceville, GA, has implemented a parking in-lieu fee program. Known as the "Downtown Parking Program Fee," the policy was established in 2005 and fully implemented in 2018. Although its application has been limited, it serves as a model for mitigating the costs associated with managing and

providing shared parking resources. Unlike an impact fee, Lawrenceville's program is a voluntary contribution that allows applicants to count off-site public parking spaces toward their development requirements. The fee is triggered by a change of use that increases parking demand, such as a restaurant replacing a retail store. It is assessed during the evaluation of Interior Finish permits or Tenant Name Change applications. For new developments, it is included with the Land Disturbance Permit. The current structure imposes a one-time fee of \$100 per off-site space. For example, a developer seeking to utilize 36 off-site spaces would pay \$3,600. This fee was designed to offset the costs of managing and maintaining public parking infrastructure used to meet private development needs, provide an equitable and straightforward system for businesses and property owners, and encourage continued investment in Downtown without creating undue burdens on small lots. The City of Lawrenceville acknowledges that its current fee structure is not sufficient to fulfill its purpose, though, and it is currently studying a possible increase in the fee amount.

- **Key Takeaway:** The City of Norcross should implement a per-space fee for applications requesting reductions in minimum parking requirements. This fee should apply to Sections 203-6, 203-7, and 203-10 of the City's UDO. The fee should reflect the administrative costs of processing these requests, including the review or validation of parking occupancy studies. It should also account for the effort required to verify that any proposed off-site parking spaces are available and accessible during the times specified in the application.

Additional examples of parking in-lieu fee programs can offer valuable guidance in situations where the responsibility for meeting parking demand shifts to the City. These programs help offset the full spectrum of costs associated with providing and managing shared parking resources, including administrative, operational, and capital expenses. This encompasses funding for staffing and maintaining a parking management program, as well as the substantial costs of constructing and maintaining public parking infrastructure such as surface lots and parking structures.

Table 13 presents an expanded summary of parking in-lieu fee programs across the U.S., highlighting the importance of tailoring each program to local needs and the scale of public parking investment. In Downtown Norcross, efforts primarily focus on managing on-street parking to encourage turnover and improve availability, while the City also pursues new public surface lots, an initiative requiring significant capital and ongoing operational funding.

Table 13. Parking In-Lieu Fee Summary Table

City	Fee Per Space	Year	Use of Funds
Anacortes, WA	Market-based	2019	Public Off-Street Parking
Bend, OR	\$510	1992	Off-site alternatives
Beverly Hills, CA	\$15,000 - \$25,000 (\$6,000 in the Theater District)	1970 – 2020	Parking Districts
Coconut Grove, FL	\$10,000 or \$50/month	1993	Garage, transit, ped/landscaping
Del Mar, CA	~\$30,000	2008	Garage or shuttle
Eagle, ID	\$5,700 + Maintenance	1998	Central Business District Parking Improvement
Jackson, WY	\$1 - \$10,000	1994	Parking construction
Lake Forest, IL	\$14,000 - \$22,000	2010	Preserve downtown character
Libertyville, IL	\$15,000	2007	Shared downtown parking
Miramar, FL	Code-based provisions	2017	Parking Fund Agreements
Morro Bay, CA	Ordinance-based	2017	Structured/Shared Parking
Northampton, MA	\$2,000	2017	Improve/utilize existing spaces
Oak Bluffs, MA	\$50 - \$100 Annually		B-1 Business District Flexibility
Redlands, CA	Market-based	1991	In-fill/Historic development
Visalia, CA	City-assessed fee	2001	Alterations/New Use
Wynwood, FL	~\$12,000	2015	District parking, mobility

As illustrated in **Table 13**, parking in-lieu fees vary significantly depending on their intended purpose and geographic context. Fees designed to recover administrative and parking management costs for existing public parking facilities tend to be lower. In contrast, those intended to offset the capital costs of constructing new public parking are substantially higher. Based on the Future Expansion Sites analysis, the estimated cost of developing new parking facilities in Downtown Norcross ranges from approximately \$851,000 for a surface lot to \$8 million for a structured facility, depending on the number of spaces and type of development. Establishing a parking in-lieu fee

program that aligns with national best practices can provide the City with a flexible funding mechanism to recover administrative costs associated with off-site parking allowances and support long-term capital investments in public parking infrastructure. A model Parking In-Lieu Fee Ordinance is included in **Appendix A**.

- **Key Takeaway:** Based on national averages from implemented parking in-lieu fee programs, the City of Norcross should consider adopting a tiered fee structure. For parking accommodated at existing off-site public facilities, an administrative and maintenance in-lieu fee of up to \$875 per space is recommended. For spaces that require the development of new public parking infrastructure, a higher fee of up to \$17,750 per space should be considered to help offset capital construction costs.

PARKING MANAGEMENT REGULATIONS FOR EFFICIENCY

Implement Parking Time Limits with a 3-Hour Maximum:

To improve parking turnover and availability, the City should implement a 3-hour maximum time limit in designated on-street areas and off-street lots in the Downtown core. This regulation encourages more frequent vehicle turnover, increasing access for visitors, shoppers, and patrons. Clear and consistent signage should be installed at all regulated spaces to inform drivers of the 3-hour limit. Regular enforcement will be essential to ensure compliance and maintain the effectiveness of this policy.

Establish Hours of Operation from 10:00 AM – 8:00 PM:

The City should define and publicly communicate the hours during which parking regulations are actively enforced. Setting the hours of operation from 10:00 AM to 8:00 PM aligns enforcement with peak commercial and visitor activity periods, particularly in areas with high turnover demand such as downtown districts. Signage and public education should accompany implementation to avoid confusion. Outside of these hours, parking could remain unrestricted, reducing enforcement costs and allowing flexibility for residents and overnight users.

Establish an Overtime Parking Violation for Vehicles:

To support time limit enforcement, the City should formally adopt an overtime parking violation for vehicles that exceed the posted time limit. This violation should carry a monetary fine, sufficient to discourage non-compliance, with the option of escalating

penalties for repeat offenses. To effectively administer and enforce this regulation, the City should establish a formal parking enforcement program. This includes hiring and training parking enforcement personnel or contracting with a third-party service provider. The program should define enforcement procedures, citation processing, appeals, and fine collection protocols.

Additionally, the City should consider investing in technology such as mobile LPR systems to track vehicle durations and facilitate citation issuance. Digital platforms can also support real-time monitoring, data collection, and reporting to improve efficiency and transparency. Public outreach and signage are critical components of implementation, clearly communicating time limits, hours of enforcement, violation penalties, and payment or appeals options. Revenue generated from overtime parking fines can be reinvested into parking operations, downtown mobility improvements, or streetscape enhancements, further supporting community and economic development goals.

Appendix A: Parking In-Lieu Fee Ordinance Template

City of Norcross – Parking In-Lieu Fee Program Ordinance

Section 1. Purpose and Intent

This ordinance establishes a Parking In-Lieu Fee Program for the City of Norcross, enabling flexibility in meeting off-street parking requirements within the Downtown Dining District. The program supports efficient land use, encourages adaptive reuse and infill development, enhances walkability, and enables the City to invest in shared public parking infrastructure to accommodate increased parking demand in the downtown core.

Section 2. Applicability

- A. This program applies only to properties located within the Downtown Dining District, as designated in the Norcross Code of Ordinances.
- B. The program applies to:
 - a. New commercial or mixed-use developments;
 - b. Expansion of existing floor area or uses;
 - c. Adaptive reuse projects within existing structures, particularly historic buildings.
- C. The program does not apply to developments that:
 - a. Are primarily office- or automotive-oriented;
 - b. Are located outside of the Downtown Dining District;
 - c. Do not comply with the use or zoning eligibility requirements of this ordinance.

Section 3. Eligible Uses and Participation Conditions

- A. The following uses within the Downtown Dining District may be eligible to participate in the in-lieu program:
 - a. Restaurants, cafés, and bars with table service;
 - b. Food and beverage retail establishments;
 - c. General retail shops and boutiques;
 - d. Museums, galleries, or other nonprofit cultural institutions;
 - e. Adaptive reuse of locally or nationally registered historic structures.

- B. Properties with a combination of eligible and ineligible uses may qualify on a partial basis if:
 - a. The ground floor is used for eligible retail, dining, or cultural activities;
 - b. The square footage of eligible uses exceeds that of ineligible uses;
 - c. The application advances the City's goals for a vibrant, walkable downtown.

Section 4. Fee Structure and Payment Process

- A. In-Lieu Fee Rate:
 - a. The fee per waived parking space shall be established by the Mayor and City Council by resolution. It may reflect the cost of constructing new public surface lots or structured parking facilities in Downtown Norcross.
 - b. Fees may vary depending on location within the downtown area and the type of use (e.g., restaurant vs. retail).
- B. Payment Timing:
 - a. Fees shall be paid before the issuance of a building permit or approval of a certificate of occupancy, whichever occurs first.
 - b. At the discretion of the City Manager, or their designee, payments may be made in up to four (4) annual installments, subject to Consumer Price Index adjustments and secured by an appropriate financial instrument.
- C. Fee Reductions or Installment Options may be considered for:
 - a. Small businesses occupying historic structures;
 - b. Long-standing businesses expanding their footprint;
 - c. Projects creating significant pedestrian or economic activity.

Section 5. Use of Funds

- A. Fees collected through the Parking In-Lieu Fee Program shall be deposited into a Downtown Parking Infrastructure Fund.
- B. These funds may only be used for:
 - a. Acquisition, planning, design, and construction of public parking facilities serving the Downtown Dining District;
 - b. Parking wayfinding, signage, and streetscape enhancements;

- c. Parking management tools, including enforcement, lighting, and technology upgrades.
- C. All facilities funded must remain accessible to the public during business and event hours and be managed in alignment with Norcross's broader parking and mobility strategy.

Section 6. Review and Approval

- A. Applicants shall submit a request to participate in the program to the City's Community Development Department, with sufficient justification and development plans.
- B. The Community Development Director shall review all applications for consistency with:
 - a. Zoning and land use requirements;
 - b. Parking demand projections and supply constraints;
 - c. Public infrastructure capacity and downtown mobility goals.
- C. The Planning and Zoning Board may be required to hold a public hearing and make a recommendation for:
 - a. Projects exceeding a specific square footage threshold;
 - b. Requests involving mixed-use or nonstandard configurations;
 - c. Any project where a waiver or fee reduction is sought.

Section 7. Transferability and Enforcement

- A. In-lieu parking rights shall only apply to the approved property and shall not be transferred to another site or project.
- B. A change in use that increases required parking shall trigger:
 - a. Additional in-lieu fee payments; or
 - b. Provision of on-site parking to meet the additional requirement.
- C. Failure to comply with the payment schedule or terms of approval may result in the withholding of certificates of occupancy or business licenses.

Section 8. Appeals

Any decision of the Community Development Director may be appealed to the Zoning Board of Appeals.

Section 9. Annual Review and Updates

The Community Development Department shall conduct an annual review of:

- The fee rate schedule;
- Available parking supply in the Downtown Dining District;
- Fund expenditures and project outcomes.

Recommendations for adjustments or expansions to the program shall be submitted to the City Council for consideration as part of the City's capital planning and downtown revitalization efforts.



DAVID VERSEL
ECONOMIC DEVELOPMENT DIRECTOR

MEMORANDUM

To: Mayor and Council
From: David Versel
Date: August 26, 2025
Re: Parking Study – Follow-Up Analysis

This memorandum provides additional information regarding the current downtown parking situation to address questions raised by Mayor & Council at the August 18, 2025 Policy Work Session. Specifically, Staff was asked to evaluate both current and future parking supply and demand conditions in Downtown Norcross by applying the city’s existing parking standards and the standards recommended by Kimley-Horn in the 2025 Downtown Norcross Parking Study. In response to this request, Staff completed an analysis that examines the parking situation for four (4) alternate scenarios:

1. Current Usage, Current Code Standards
2. Current Usage, Proposed Code Standards
3. Future Usage, Current Code Standards
4. Future Usage, Proposed Code Standards

Table 1 presents data regarding the current occupancy of commercial space in Downtown Norcross. These square footages are used as the basis for calculating current parking demand.

Table 1: Current Space Usage in Downtown Norcross, August 2025

Current Usage (SF)	
WEEKDAY ONLY USES	
Office	17,492
Medical	4,751
City Government	33,280
Subtotal-Weekday Only	55,523
DAY-NIGHT USES	
Restaurant	29,197
Bar/Lounge/Brewery	6,270
Retail	20,155
Personal Services	6,431
Event Facility	4,672
Subtotal: Day-Night Uses	66,725
TOTAL OCCUPIED SF	122,248

To estimate future parking demand, the following assumptions were made regarding the future use of downtown properties:

- For 59 S Peachtree Street, a proposed restaurant would occupy the entire 4,305 SF building
- At 67 S Peachtree Street, a proposed mixed-use development would occupy the building as follows:
 - 6,000 SF of office space
 - 800 SF café
 - 2,400 SF rooftop event space
- At 127 S Peachtree Street, an outdoor event space would occupy a total of 18,000 SF of land area. For the purposes of determining parking demand, Staff determined that the use category of “Outdoor Theater” is the closest category listed in the Norcross Code of Ordinances.

Table 2 presents both the current parking standards by use type from the current Code and the parking standards recommended by Kimley-Horn in the 2025 Downtown Norcross Parking Study.

Table 2: Norcross Parking Standards by Use Type

Use Type		Current Standards	Proposed Standards
Offices, Professional/Business	1 space per:	400 sf GFA	333 sf GFA
Doctor/Dentist Office	1 space per:	200 sf GFA	222 sf GFA
Government Office	1 space per:	400 sf GFA	400 sf GFA
Restaurant (not fast food)	1 space per:	100 sf GFA	71 sf GFA
Bar/Lounge/Brewery	1 space per:	150 sf GFA	125 sf GFA
Retail/Commercial	1 space per:	400 sf GFA	286 sf GFA
Beauty/Nail Salon	1 space per:	300 sf GFA	250 sf GFA
Health/Fitness Club	1 space per:	150 sf GFA	154 sf GFA
Places of Public Assembly	1 space per:	150 sf GFA of largest space	100 GFA of largest space
Outdoor Theater	1 space per:	250 sf lawn area	250 sf lawn area
Mixed Uses		Total of all uses, less 25%	Total of all uses, less 25%

Table 3 applies the parking standards from Table 2 to the occupancy figures from Table 1 and the additional occupancy from the bullets below Table 1. The information shown in Table 3 displays the following findings.

- The existing parking supply in Downtown Norcross is sufficient to meet the requirements based on current occupancy and the standards in the existing Code.
- If the Code were to be amended based on the recommendations made by Kimley-Horn, total required parking would exceed supply by 123 spaces. However, if this total requirement were adjusted to remove weekday-only uses, there would still be a surplus of 21 spaces.
- The increase in required parking resulting from the proposed developments would substantially increase the usage of parking in Downtown Norcross.
 - If the current standards were kept in place, total required parking would exceed the current public supply by 112 spaces. However, if weekday-only uses are removed, there would be a surplus of 18 parking spaces.
 - If Kimley-Horn’s recommended standards were to be applied, there would be a deficit of 153 parking spaces even with the exclusion of weekday-only uses. The proposed addition of 70 new spaces would partially address this shortfall, but would still leave a deficit of 83 spaces.

Table 3: Downtown Norcross Parking Supply-Demand Evaluation

Use Type	CURRENT USAGE, AUG 2025		PROJECTED FUTURE USAGE	
	Current Standards	Proposed Standards	Current Standards	Proposed Standards
WEEKDAY ONLY USES				
Office	29	38	29	38
Medical	17	22	17	22
City Government	84	84	84	84
Subtotal: Weekday Only	130	144	130	144
DAY-NIGHT USES				
Restaurant	260	372	304	433
Bar/Lounge/Brewery	31	40	31	40
Retail	54	75	54	75
Personal Services	29	30	29	30
Outdoor Venue	0	0	72	72
Mixed Use	0	0	30	41
Subtotal: Day-Night Uses	374	517	520	691
TOTAL-ALL USES	504	661	650	835
SURPLUS/DEFICIT				
Current Public Parking Supply	538	538	538	538
All Uses	34	(123)	(112)	(297)
Excluding Weekday Uses	164	21	18	(153)



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

City of Norcross

Legislation Details (With Details)

File #:	25-7420	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/2/2025 6:30 PM	In Control:	Mayor and Council
Title:	Time Limited Downtown Parking		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Time Limited Downtown Parking](#)
2. [Section 34-60 - Downtown Parking](#)
3. [Ordinance for Repeal of Section 34-60 \(Downtown Parking\)](#)

Title

Time Limited Downtown Parking

Drafter

Councilmember Josh Bare

Councilmember Bruce Gaynor

Motion

A motion to adopt the attached ordinance providing for the repeal of Section 34-60, with the following enacting clause:

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



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

AGENDA REPORT

To: Mayor and Council

From: Councilmember Josh Bare
Councilmember Bruce Gaynor

Meeting Date: September 2, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7420

Title: Time Limited Downtown Parking

Recommendation: Adopt the attached ordinance providing for the repeal of Section 34-60

Background: Section 34-60 (Ord. No. 18-2009) envisioned licensing “restricted parking lots” for employees of downtown businesses and issuing permits annually to each business to be assigned to employees. The Ordinance also contemplated “Customer or Visitor Parking Only” areas in which employees could not park.

The August 2025 parking study by Kimley-Horn identifies in key findings that the City of Norcross should “manage access to parking that generates turnover.” Through assessments of five benchmarked cities – Acworth, Buford, Duluth, Lawrenceville, and Woodstock – the study highlights the value of implementing time-limited parking – e.g., 2-hour parking or 3-hour parking “to increase turnover and improve access for short-term visitors,” as well as “shift[ing] employee parking to free up prime on-street spaces for customers and improve overall system efficiency.” The basis for tying these two initiatives comes from analysis that shows that employee parking demand peaks at key times of the day for customers and other visitors. These recommendations are part of a phased, flexible parking strategy to balance short-term improvements with long-term investments cited by the study’s authors. Where the Kimley-Horn recommendations appear to vary from the City’s historical intent is in assigning specific City-owned or City-managed lots for the exclusive use of employees of downtown businesses under the Ordinance. To illustrate: One of the most underused City parking areas is at City Hall. At present, municipal court operations exceed City Hall parking capacity on court dates. At night, City Hall provides overflow for events including Lionheart shows and Community Center events. But, City Hall has one of the lowest usage rates during times when downtown parking is a premium. Flexibility in identifying where downtown employees may park appears to be essential, and not contemplated in current ordinance language. That may account for the Ordinance not being implemented on adoption.

Separately, there are areas where vehicles are left in the same space for multiple days, further reducing opportunities for turnover of spaces. Restricting overnight parking creates new issues where someone should not drive themselves home. Limiting parking to 24 hours facilitates those who should leave their vehicle and seek an alternate means of getting home, while heading off those who abandon vehicles in public parking spaces for days at a time.

Financial Impact: The cost of signs can be accommodated within a SPLOST capital project approved in the FY 26 budget. Depending on the Council's decision on how existing parking requirements will change, and what enforcement mechanisms are developed, there may be both costs and revenues to be subsequently authorized.

Consistent with Comprehensive Plan? Goal 6: Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments: Section 34-60 – Downtown Parking.

Sec. 34-60. - Downtown parking.**(a) *Designated parking areas for employees of downtown businesses.***

(1) All businesses licensed to do business by the city that are located within the downtown area (hereinafter "downtown businesses") shall be eligible to apply to the City Manager annually for parking passes (hereinafter "permits") that will grant a license to the businesses for their employees to park in specific locations on property owned or leased by the city.

(2) Each such parking lot (hereinafter a "restricted parking lot") will be restricted exclusively for the use of employees of the businesses on Jones and South Peachtree Street and shall be prominently marked with signage that specifically identifies each such lot as being restricted parking for permit holders only and that vehicles without permits are subject to being towed.

(3) On or before November 15 of each year, each business shall complete an application on a form designated by the City Manager which shall, at a minimum, identify the business address, and state the number of employees for which such business wishes to assign permits.

(4) The City Manager shall allocate the number of permits to be issued to each business based on the number of permitted parking spaces available, and the number of permits applied for. Each such permit shall be numbered and shall expire on December 31 of the calendar year following the year in which the application was submitted. The City Manager, in his discretion, may extend the time for applications through December 15 of each calendar year for existing businesses and may accept applications out of time and issue additional permits for new businesses in the downtown area.

(5) Upon issuing the annual permits to each business, the City Manager shall, as a condition of granting the permits, provide each business with a certification form for each permit issued and a copy of this downtown parking ordinance [this [section 34-60](#)]. Each business shall provide a copy of this downtown parking ordinance to each employee to be issued a permit (hereinafter a "permit holder") and shall require each such person to certify, in writing, that he/she has been provided with a copy of the downtown parking ordinance, and that he/she has read and understands the new parking policy before issuing the permit to the employee. Each business shall retain the original certifications for each permit holder through the calendar year for which such permit is issued.

(6) Each business shall be responsible for maintaining a list of the names, addresses and vehicles of each permit holder. The business shall have sole discretion to determine which

employees receive such permits and shall require each permit holder to return the permit to the employer at the conclusion of his/her employment. The business shall have authority to reassign the permit of a former employee to another employee, so long as the business complies with the certification requirement in the paragraph next above.

(7) In the event that a permit is lost or stolen, the business shall apply for a replacement permit from the City Manager upon presentation of a written request for a replacement permit that identifies the lost or stolen permit number. The license to park in the restricted parking lots shall be revoked as to each such lost or stolen permit number.

(b) *Designated parking for downtown business customers.*

(1) The City Manager shall have authority to designate public parking areas in the downtown area as "customer or visitor parking only."

(2) Each such area designated as "customer or visitor parking only" shall be prominently marked by appropriate signage.

(3) Permit holders shall be required to park in any available restricted parking lot and shall not park in any area designated as "customer or visitor parking only" if there is a space available in a restricted parking lot.

(4) Persons that violate the provisions of this section shall be subject to a penalty as set forth in [section 34-80](#).

(5) The City Manager shall have the authority to restrict access to the restricted parking lots from time to time to accommodate maintenance, repairs and/or special events.

(Ord. No. 18-2009, 11-2-2009)

ORDINANCE NO. 25-_____

**AN AMENDMENT TO THE CITY CODE OF ORDINANCES BY STRIKING AND
REPEALING SECTION 34-60 OF ARTICLE III, CHAPTER 24 OF THE CODE OF THE
CITY OF NORCROSS, GEORGIA AND PROVIDING FOR AN EFFECTIVE DATE**

ENACTING CLAUSE. The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances is hereby amended so as to strike Section 34-60 of the Code as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be numbered to accomplish that intention.

I. REPEALER.

Section 34-60 of Article III, Chapter 24 of the Code of the City of Norcross, Georgia is hereby stricken and repealed. The codified section shall be marked “[Reserved]” in the Code of Ordinances so as to provide for consistent codification of ordinances within the Article upon the effectuation of this ordinance.

III. EFFECTIVE DATE.

This Ordinance shall become effective immediately and shall remain in effect until revised or repealed by further action the Mayor and Council of the City of Norcross.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of September, 2025.

Craig Newton, Mayor

ATTEST:

Monique Philip, City Clerk

Attachment: Ordinance for Repeal of Section 34-60 (Downtown Parking) (25-7420 : Time Limited Downtown Parking)



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

City of Norcross

Legislation Details (With Details)

File #:	25-7424	Version:	
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Title:	Downtown District Improvement Grant		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Downtown District Improvement Grant](#)

Title

Downtown District Improvement Grant

Drafter

Councilmember Matt Myers

Motion

A motion to Authorize the Economic Development Department to research and report back on a potential Downtown District Improvement Grant ("Grant") to promote the growth of retail, office and/or restaurant businesses in the downtown area, coordinating with the Downtown Development Authority as appropriate.



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

Agenda Report

To: Mayor and Council
From: Councilmember Matt Myers
Meeting Date: September 2, 2025 - Regular Council Meeting (RCM)
Item No.: 25-7424
Title: Downtown District Improvement Grant
CC: Eric Johnson, City Manager

Recommendation – Authorize the Economic Development Department to research and report back on a potential Downtown District Improvement Grant (“Grant”) to promote the growth of retail, office and/or restaurant businesses in the downtown area, coordinating with the Downtown Development Authority as appropriate.

Background – Retail, restaurants, entertainment and personal services businesses have been shown to provide for an active downtown district that will attract locals and visitors to the area. The intent of the Grant is to provide incentives for new development, and the material expansion of existing businesses by reimbursing costs for certain Tenant Improvements required to move in, or to expand a downtown business. The Grant could potentially be structured as a matching grant with clawback provisions tied to economic indicators and/or sale/transfer of the business or property.

Examples of similar programs that could potentially be used as a model for the Norcross Downtown District Improvements Grant can be found at links below.

<https://www.downtownorlando.com/Business/Incentives/DTO-Restaurant-Program>

<https://westchicago.org/news-archive-2025/city-expands-grant-program-to-boost-downtown-retail-restaurant-growth/>

<https://dia.jacksonville.gov/doing-business-with-us/doing-business-with-dia/commercial-incentives/retail-enhancement-grant-program>

Financial Impact – The concept proposes a program that will require funding through the City’s Economic Development Department – either through a prioritization of current year funding or through appropriation of unspent funds from FY 25 in the Economic Development Fund.

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

Goal 1: Continue to define Norcross’ unique sense of place.
Goal 4: Maintain a vibrant economy and facilitate job growth.