

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Tuesday, September 5, 2023

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Dr. Arlene Beckles

- A. Call to Order by Mayor Craig Newton**
PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES
- B. Invocation**
- C. Pledge of Allegiance to the Flag of the United States of America**
- D. Roll Call (recorded)**
- E. Presentation of Previous Meetings Minutes for Acceptance**
 - 1. [23-6807](#) **Approval of Previous Meeting Minutes**

[Mayor and Council - Regular Meeting - Aug 7, 2023, 6:30 PM](#)

[Policy Work Session - Policy Work Session - Aug 21, 2023, 6:30 PM](#)
- F. Set Agenda for Scheduled Meeting**
 - 1. [23-6808](#) **Acceptance of the Agenda and Approval of Consent Agenda**
- G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**
 - 1. [23-6809](#) **Proclamation Recognizing Rodger Harris**
Proclamation recognizing Rodger Harris for his service and contribution to the Discovery Garden Park Board.
[Proclamation Recognizing Rodger Harris](#)
- 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**
- J. Reports of the Mayor and Councilmembers**
 - a. General Announcements

SEPTEMBER CALENDAR OF EVENTS

Farm Fresh Days

Wednesday, September 6 | 4:00 - 7:00 p.m. | Thrasher Park

Atlanta British Car Fayre

Saturday, September 9 | 10:00 a.m. - 3:00 p.m. | Downtown Norcross

9/11 Remembrance Ceremony

Monday, September 11 | 8:15 - 9:00 a.m. | Betty Mauldin Park

Movie Monday: Tyson's Run

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

Coffee With Council

Saturday, September 16 | 8:00 a.m. | 45 South Cafe

Hispanic Heritage Celebration

Saturday, September 16 | 2:00 - 6:00 p.m. | Summerour Middle School Parking Lot

Policy Work Session

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

Movie Monday: 80 For Brady

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

Historic Trolley Tour

Saturday, September 30 | 10:00 a.m. & 1:00 p.m. | Boarding At Cultural Arts & Community Center

Jazz In The Alley: Saxophonist Lord Yancy

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

K. Board Appointments**A. [23-6810](#)****Board Appointment - Norcross Development Authority**

The following candidates satisfied all the requirements to be considered for appointment to the Norcross Development Authority, which currently has (1) vacancy:

Bill Boucher

Bianca Keaton

B. [23-6811](#)**Board Appointment - Norcross Public Arts Commission**

The following candidates satisfied all the requirements to be considered for appointment to the Norcross Public Arts Commission, which currently has (1) vacancy:

Charlie Dong Mun Son

Nicole Morgan

L. Consent Agenda**1. [23-6801](#)****Gwinnett United in Drug Education (GUIDE) Contribution**

A recommendation to approve a \$500 contribution to Gwinnett United in Drug Education (GUIDE) for the purpose of covering costs associated with the use of Lillian Webb Park for a currently non-sponsored event.

[Agenda Report - Gwinnett United in Drug Education \(GUIDE\) Contribution](#)

[GUIDE Community Request for Funding Form](#)

2. [23-6733](#) **RZ2023-002 - 510 & 520 West Peachtree Street**
A request to rezone the property located at 510 & 520 West Peachtree Street, from R-75 (Single-family Residence) to R-TH (Townhouse Residence) for the construction of four single family detached residential units for the construction of 4 single-family homes.

[Agenda Report - RZ2023-002 510 & 520 West Peachtree Street](#)

[Staff Report - RZ2023-002 Packet](#)

[West Peachtree Street GPR Report](#)

3. [23-6742](#) **City of Tucker Franchise Agreement**
A recommendation to approve the Mayor's execution of the attached Electrical Facilities Franchise Agreement with the City of Tucker, with any modifications as to form as may be appropriate on advice of counsel, and to approve the payment of fees pertaining to prior use of the City of Tucker's Right of Way, the same being \$31,444.52 on or before October 31, 2023.

[Agenda Report - Tucker Franchise Agreement](#)

[1\) Electrical Facilities Franchise Agreement](#)

[2\) Fees Collected from End User](#)

4. [23-6796](#) **Proposed Fiscal Year 2023 Budget Amendments**
A recommendation to approve amendments to the fiscal 2023 budgets for the General and Special Revenue funds.

[Agenda Report - Proposed Fiscal Year 2023 Budget Amendments](#)

[Budget Adjustments by Fund](#)

[Budget Resolution](#)

5. [23-6797](#) **Annual Seasonal Color Container Services**
A recommendation to review and approve the Request for Proposals (RFP) for the Annual Seasonal Color Container Services.

[Agenda Report - Annual Seasonal Color Container Services](#)

[RFP PWUP 23-15](#)

6. [23-6798](#) **RFP for Pest Control Services**
A recommendation to approve the issuance of a Request for Proposals (RFP) for Pest Control Services.

[Agenda Report - RFP for Pest Control Services](#)

[RFP PWUP 23-16](#)

7. [23-6799](#)**Commercial Solid Waste Services Fees**

A recommendation to approve commercial solid waste services fees effective September 1, based on a ten percent markup over the fees charged to the City of Norcross by Waste Management except for a five percent markup of disposal fees, and amend the total Solid Waste Fund budget to \$5.4 million in sources and uses.

[Agenda Report - Commercial Solid Waste Services Fees](#)

[Sixth Addendum to the Exclusive Contract for Solid Waste, Recycling, and Yard Waste Services](#)

8. [23-6802](#)**RFP – Smart Parking Downtown Norcross**

A recommendation to approve the issuance of a Request for Proposals (RFP) soliciting the services of a qualified vendor to provide smart parking in the Downtown Norcross area.

[Agenda Report - RFP for Smart Parking Downtown Norcross](#)

[Smart Parking - RFP Proposal](#)

[Scope for Downtown Parking](#)

M. Items for Discussion

N. Adjourn in memory of

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

P. Signed by_____ Mayor Craig Newton

Q. Attest:_____ Monique Philip, City Clerk



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

City of Norcross

Legislation Details (With Details)

File #:	23-6807	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/5/2023 6:30 PM	In Control:	Mayor and Council
Title:	Approval of Previous Meeting Minutes		

Sponsors:

Code Sections:

Title
Approval of Previous Meeting Minutes

Motion
A motion to Approve/Deny the August 7th Regular Council Meeting and Executive Session Minutes and the August 21st Policy Work Session and Executive Session Minutes.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, August 7, 2023

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Dr. Arlene Beckles

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

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

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

- E. Presentation of previous meetings minutes for acceptance
 - a. 23-6788: Approval of Previous Meeting Minutes

Motion

A motion to Approve an amendment to the July 10th Regular Council Meeting Minutes, with the following addition to item 23-6771: Mitchell Road Emergency Pipe Replacement and Roadway Repair:

The finding of an emergency was based on the hazardous erosion and existing conditions of the city street and stormwater system, which caused an imminent threat to public safety and welfare.

A motion to approve the July 17th Special Called Meeting, Policy Work Session, and Executive Session.

Mayor and Council - Regular Meeting - Jul 10, 2023, 6:30 PM

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

Special Called Meeting - Special Meeting - Jul 17, 2023, 6:30 PM

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

Policy Work Session - Policy Work Session - Jul 17, 2023, 6:30 PM

Minutes Acceptance: Minutes of Aug 7, 2023 6:30 PM (Presentation of Previous Meetings Minutes for Acceptance)

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

F. Set agenda as presented for the scheduled meeting.

1. 23-6789: Acceptance of the Agenda and Approval of Consent Agenda

Motion

A motion to accept the Agenda and Approve the Consent Agenda. The following items were moved to discussion:

23-6760: FY 24 Budget Discussion

23-6785: Authorized Positions FY 2023-2024 and Pay Scale Shift

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

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies

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

a. Comments by Citizens

Faye McFarland recalled when community service workers cleaned the city's entryways. Norcross Tucker Road needs attention. The council needs to continue working on Homestead Exemptions, and 775 E. Glochester still looks horrible.

Andrea Albi introduced herself as a candidate for the Gwinnett County District Attorney's office.

b. Comments by Council

23-6792: Open Letter - Councilmember Dr. Arlene Beckles

RESULT:	INTRODUCED AND READ BY COUNCILMEMBER DR. ARLENE BECKLES
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c. Comments by City Manager

PH. Public Hearings

PH. 23-6770: Public Hearing on the Proposed Millage Rate

Motion

A motion to set the property tax millage rate for the tax year 2023 at 6.249 mills.

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

PH. 23-6766: Text2023-002 Proposed Ordinance Amendments to Sec. 104-6(K)

Motion

A motion to Approve an amendment to Section 104-6, Article IV, Chapter 100 of The Unified Development Ordinance of Norcross, Georgia, providing for a change in the applicable public hearing procedures, to repeal contrary provisions, and to set an effective date, 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.

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

J. Reports of the Mayor and Councilmembers

a. General Announcements

AUGUST CALENDAR OF EVENTS

Farm Fresh Days

Wednesday, August 9 | 4:00 - 7:00 p.m. | Thrasher Park

Jazz in the Alley: Teresa Kay Williams & Tiffany Goode

Saturday, August 12 | 7:30 - 9:30 p.m. | Betty Mauldin Park

Movie Monday: Ticket To Paradise

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

Farm Fresh Days

Wednesday, August 16 | 4:00 - 7:00 p.m. | Thrasher Park

Summer Concert Series: The Ray Howard Band

Friday, August 18 | 7:30 - 9:30 p.m. | Thrasher Park

Coffee With Council

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

Policy Work Session

Monday, August 21 | 6:30 p.m. | City Hall 2nd Floor Conference Room

Farm Fresh Days

Wednesday, August 23 | 4:00 - 7:00 p.m. | Thrasher Park

Movie Monday: The Man From Toronto

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

Farm Fresh Days

Wednesday, August 30 | 4:00 - 7:00 p.m. | Thrasher Park

Coming Up In September:**Summer Concert Series: Black Jacket Symphony**

Friday, September 1 | 7:30 - 9:30 p.m. | Thrasher Park

City Hall Closed for Labor Day Observance

Monday, September 4 | Sanitation & Recycling Services Will Be Delayed.

K. Board Appointments**A. 23-6790: Board Appointment - Discovery Garden Park Board**

Motion

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

Discovery Garden Park Board

Gregory Devon June 1, 2025

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

L. Consent Agenda

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

1. 23-6783: Surplus Vehicles Request

Motion

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

2. 23-6784: Update to Roadways Authorized for Use of Speed Detection Devices

Motion

A motion to Approve an updated list of roadways Norcross Police Department officers are authorized to run speed detection devices on for submittal to Georgia DOT.

and

A motion to Approve/Deny an amendment to the City Code Of Ordinances Article II of Chapter 34 to amend the On-System Roadways in the city and to provide for applicability to speed at school zones, 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.

3. **23-6787: RFP 23-06 – Right of Way Acquisition**

Motion

A motion to Approve the award of the Right of Way Acquisition contract for the PI 0016067 Norcross Greenway LCI project to Johnson, Mirmiran & Thompson Incorporated (JMT), funded by the ARC in the amount of \$1,520,600, with matching city capital budget funds of \$380,150 for a total project cost of \$1,900,750. satisfying the 80/20 requirement.

M. **Items for Discussion**

1. **23-6760: Budget Discussion**

A motion to Approve the FY2024 Budget as presented by the attached resolution with the amendment of the Contracted Services of \$334,300 to be reduced by the amount of \$5000 and reallocated to the Mayor's travel budget to make that \$8,815, keeping the bottom line equal.

RESULT:	AMENDED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Andrew Hixson, Councilmember
AYES:	Andrew Hixson, Josh Bare, Matt Myers, Arlene Beckles
ABSENT:	Bruce Gaynor

2. **23-6785: Authorized Positions FY 2023-2024 and Pay Scale Shift**

Motion

A motion to Approve a resolution to authorize positions for FY2023-2024 and a 4% shift in the current pay scale.

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

N. **Adjourn in memory of**

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

Councilmember Bare motioned to adjourn to executive session for real estate and personnel, seconded by Councilmember Myers, vote was unanimous. The meeting closed at 7:53 PM.

Signed by _____ Mayor, Craig Newton

Attest _____ Monique Philip, City Clerk

Subject: Transparency and Accountability Regarding My Travel Expenses

As your elected representative, I believe in the utmost transparency and accountability when handling public resources. I wish to address a matter that concerns our shared responsibility for fiscal responsibility and ethical conduct - my travel expenses.

On two occasions, a citizen raised concerns regarding Mayor and Council travel expenses, notably mine. I understand and deeply respect the need for accountability, especially concerning public funds.

To address these concerns, I want to provide you with a clear breakdown of my travel expenses and explain their reasons. Firstly, I want to assure you that all my travel expenses have been incurred solely for official duties and responsibilities as your elected official and aimed to serve the interests of this city best.

Second, my background is in Information Technology, and I have worked in several industries. Each industry has its caliber of training. I attend conferences, workshops, and seminars relevant to the needs and interests of the city as they relate to Government Information Technology. These events provide valuable opportunities to learn from experts, gain insights, and bring back innovative ideas to address the challenges we face in the respective industry I work in, in this case, Municipal Government.

To be clear, Banking IT differs from Government IT, as is Medical IT, my current industry. While I firmly believe that these expenses are necessary for fulfilling my duties as your elected official, I also acknowledge the importance of financial caution and transparency. To address concerns moving forward, I commit to the following actions:

1. Detailed Expense Reports: Detailed expense reports will be available on request, as is current practice, listing all travel-related expenditures and the purpose behind each trip and informing you about how your tax dollars are spent.
2. Cost-Effective Alternatives: Costs are offset for the IT Conferences I attend annually – Accommodations, including food for up to 3 days, are covered for my participation and contribution to the industry, such as panel discussions, presentations, and round table exercises.
3. Travel Pre-Approval: I will submit all future travel for review and approval.

I am grateful for your continued trust and support, and I want to reassure you that I take my responsibilities as your representative with the utmost seriousness. If you have any further questions or suggestions, please do not hesitate to contact me directly.

I appreciate your understanding and remain committed to serving you and our community with dedication, integrity, and transparency.

Sincerely,

Dr. Arlene Beckles, Councilmember – The City of Norcross

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, August 21, 2023

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Dr. Arlene Beckles

Minutes Acceptance: Minutes of Aug 21, 2023 6:30 PM (Presentation of Previous Meetings Minutes for Acceptance)

A. Roll Call (recorded)

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

Policy Work Session was called to order at 6:34 PM by Mayor Craig Newton

B. Citizen Input

- * Annalisa Allen, Employee of the Local Peach - Concerns regarding building temperatures and below standard air quality conditions in the Cotton Gin.
- * Brianna Murray, Co Owner of the Local Peach - Concerns regarding building temperatures and below standard air quality conditions in the Cotton Gin.
- * Tixie Fowler, Chair of Parks, Green Spaces & Trails Commission - Comments on behalf of the Parks, Green Spaces, and Trails Commission to include comments about item 23-6793: Grass Pave Parking at Pad 2 and potential projects.

C. Board Updates**D. General Updates****E. Council- General Discussion****F. Board Appointments**

Mayor and Council will consider appointments to the following boards, authorities or commissions:

Norcross Development Authority (2 Applicants | 1 Vacancy)

Norcross Public Arts Commission (2 Applicants | 1 Vacancy)

G. City Manager's Report**H. Items for Discussion****1. 23-6801: Gwinnett United in Drug Education (GUIDE) Contribution**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 9/5/2023 6:30 PM
TO:	Mayor and Council

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

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 9/5/2023 6:30 PM
TO:	Mayor and Council

3. 23-6793: Grass Pave Parking at Pad 2 (57 College Street)**RESULT: THIS MATTER WAS REFERRED TO****Next: 9/18/2023 6:30 PM****TO: Policy Work Session****4. 23-6794: Potential Tax Allocation District Projects****RESULT: THIS MATTER WAS REFERRED TO****Next: 10/16/2023 6:30 PM****TO: Policy Work Session****5. 23-6742: City of Tucker Franchise Agreement****RESULT: THIS MATTER WAS REFERRED TO****Next: 9/5/2023 6:30 PM****TO: Mayor and Council****6. 23-6795: Personal Transportation Vehicle (PTV/Golf Cart) UPDATE****RESULT: THIS MATTER WAS REFERRED TO****Next: 9/18/2023 6:30 PM****TO: Policy Work Session****7. 23-6796: Proposed Fiscal Year 2023 Budget Amendments****RESULT: THIS MATTER WAS REFERRED TO****Next: 9/5/2023 6:30 PM****TO: Mayor and Council****8. 23-6797: Annual Seasonal Color Container Services****RESULT: THIS MATTER WAS REFERRED TO****Next: 9/5/2023 6:30 PM****TO: Mayor and Council****9. 23-6798: RFP for Pest Control Services****RESULT: THIS MATTER WAS REFERRED TO****Next: 9/5/2023 6:30 PM****TO: Mayor and Council**

Minutes Acceptance: Minutes of Aug 21, 2023 6:30 PM (Presentation of Previous Meetings Minutes for Acceptance)

10. **23-6799: Commercial Solid Waste Services Fees**

RESULT:	THIS MATTER WAS REFERRED TO
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	Next: 9/5/2023 6:30 PM
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TO:	Mayor and Council
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11. **23-6759: Request to Amend Code Section 202-2(D) Supplemental Use Standards**

RESULT:	WITHDRAWN
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12. **23-6800: HRD Cultural Assessment Update**

RESULT:	THIS MATTER WAS REFERRED TO
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	Next: 9/18/2023 6:30 PM
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TO:	Policy Work Session
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13. **23-6802: RFP – Smart Parking Downtown Norcross**

RESULT:	THIS MATTER WAS REFERRED TO
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	Next: 9/5/2023 6:30 PM
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TO:	Mayor and Council
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I. **Adjourn to Executive Session for Personnel, Real Estate or Legal**

The meeting adjourned to Executive Session for Personnel, Real Estate and Legal at 9:23 PM with a motion to adjourn made by Councilmember Bare, seconded by Councilmember Myers.

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

Minutes Acceptance: Minutes of Aug 21, 2023 6:30 PM (Presentation of Previous Meetings Minutes for Acceptance)



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

City of Norcross

Legislation Details (With Details)

File #:	23-6808	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/5/2023 6:30 PM	In Control:	Mayor and Council
Title:	Acceptance of the Agenda and Approval of Consent Agenda		

Sponsors:

Code Sections:

Title
 Acceptance of the Agenda and Approval of Consent Agenda

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



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

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

City of Norcross

Legislation Details (With Details)

File #:	23-6809	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/5/2023 6:30 PM	In Control:	Mayor and Council
Title:	Proclamation Recognizing Rodger Harris		

Sponsors:

Code Sections:

Title
Proclamation Recognizing Rodger Harris

Presenter
Mayor Craig Newton

Attachments
[Proclamation Recognizing Rodger Harris](#)

Proclamation

City of Norcross, Georgia Recognition of Dedicated Service to the Norcross Discovery Garden Park Board

Rodger Harris

- Whereas:** The mission of the Discovery Garden Park Board (DGP) is to inspire lifelong curiosity, understanding and appreciation of nature through organic gardening, education, and demonstration and to provide a place of beauty for Norcross residents and visitors; and
- Whereas:** The Discovery Garden Park is a place where all ages get the chance to play, learn, and discover the natural world around us in a unique and interesting community space that's helping build a greener, healthier, and more sustainable Norcross; and
- Whereas:** Rodger Harris, also known as the DGP Garden-Father, has improved the Norcross community by serving faithfully and conscientiously on the Discovery Garden Park Board, contributing to the enrichment of the community through the discovery, enjoyment, and celebration of the world as it sustains us; and
- Whereas:** During his tenure as DGP chair, Rodger led with a thoughtful, soft-spoken, and collaborative spirit, and his ability to bring this group of strong-minded people to unified solutions demonstrated his gift of servant leadership time and again; and
- Whereas:** During his tenure as a DGP Chair, Rodger led the expansion of the Garden by the construction of four new plots, giving more citizens the opportunity to "play in the dirt", and through fiscal leadership and budgetary discipline, Rodger strengthened the DGP balance sheet from approximately \$10,000 to approximately \$17,000; and
- Whereas:** Rodger has served on the DGP Board since 2018, serving as treasurer and chair, during which period of time numerous projects were initiated through his leadership, which will continue to have a growing impact on the City of Norcross; and
- Whereas:** Rodger will be missed sorely as has been a powerful influence for good in the growth and progress of our community and will always be remembered for his kindness, commitment, and dedication, while holding true to the mission that Discovery Garden Park serve Norcross as a tool for education as well as a venue of natural beauty and serenity.

Now, Therefore, on behalf of the Norcross City Council, I, Mayor Craig Newton, do hereby recognize Rodger Harris for his valuable service, dedication, and many contributions to the Discovery Garden Park Board and to the progress of the community and the citizens of the City of Norcross.

Craig Newton, Mayor

Attest: Monique Philip, City Clerk



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

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

City of Norcross

Legislation Details (With Details)

File #:	23-6810	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/5/2023 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Norcross Development Authority		

Sponsors:

Code Sections:

Title
Board Appointment - Norcross Development Authority

Motion

A motion to Approve/Deny the appointment of the following board member and unexpired term as presented:

Norcross Development Authority

_____ **December 6, 2024**



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

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

City of Norcross

Legislation Details (With Details)

File #:	23-6811	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/5/2023 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Norcross Public Arts Commission		

Sponsors:

Code Sections:

Title
Board Appointment - Norcross Public Arts Commission

Motion
A motion to Approve/Deny the appointment of the following board member and unexpired term as presented:

Norcross Public Arts Commission

December 1, 2026



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

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

City of Norcross

Legislation Details (With Details)

File #:	23-6801	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/5/2023 6:30 PM	In Control:	Mayor and Council
Title:	Gwinnett United in Drug Education (GUIDE) Contribution		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Gwinnett United in Drug Education \(GUIDE\) Contribution](#)
2. [GUIDE Community Request for Funding Form](#)

Title

Gwinnett United in Drug Education (GUIDE) Contribution

Drafter

Councilmember Matt Myers

Motion

A motion to Approve/Deny a \$500 contribution to Gwinnett United in Drug Education (GUIDE) for the purpose of covering costs associated with the use of Lillian Webb Park for a currently non-sponsored event.



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

Agenda Report

To: Mayor and Council

From: Councilmember Matt Myers

Meeting Date: September 5, 2023 – Mayor and Council

Item No.: 23-6801

Title: Non-Profit Contribution to Gwinnett United in Drug Education (GUIDE)

CC: Eric Johnson, City Manager

Recommendation – Approve a \$500 contribution to Gwinnett United in Drug Education (GUIDE) for the purpose of covering costs associated with the use of Lillian Webb Park for a currently non-sponsored event.

Background – GUIDE submitted a Community Request for Funding Form to the City of Norcross for an event in early September.

Financial Impact – \$500 is available from \$20,000 set aside in the Mayor and Council FY 24 budget to support non-profit funding requests.

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

Attachments – GUIDE Community Request for Funding Form

Next Steps – Funding will be available in time for the event after approval by the City Council at the September 5th City Council meeting. The event is planned for a few days later.



City of Norcross Community Request for Funding Form

Please complete the following form, giving as much information as possible.

Section 1: Contact Information

Name of organization:	Gwinnett United in Drug Education (GUIDE), Inc.
Address:	750 South Perry St. Suite 310 Lawrenceville, GA 30046
Main contact:	Amira Abdulhafid
Position in organization:	Program Coordinator, Suicide Prevention
Address (if different from above):	
Email:	amira@guideinc.org
Daytime telephone number:	678-619-1954

Section 2: About your organization

2.1 Is this organization a registered non-profit organization? Yes ☒ No ☐ If no, does your organization have a constitution/ rules which it follows? Yes* ☐ No ☐ *If yes, please include a copy in your application.
2.2 Who does this organization support/benefit? Note: The City of Norcross seeks to support charities, non-profit organizations, and community groups whose impact pursues to provide positive community development but will view any application form on a case-by-case basis. *See attached document.



City of Norcross Community Request for Funding Form

2.3 What are the aims of this organization, and what kind of activities/projects does it run?

*See attached document.

2.4 Description of how the Donation Request Amount will be of benefit to the Norcross Community?

*See attached document.

Section 3: The Need

3.1 How much funding is the organization requesting for the Donation?

\$500

3.2 Does this Funding from the City of Norcross include Sponsorship for the organization? Yes ☒ No ☐

If yes, please explain the current sponsorship display format: (Example: City of Norcross Logo in the weekly bulletin?)

*See attached document.

Section 4: Confirmation

For our information, please specify where you heard about the City of Norcross funding initiative?:

Councilman Matt Myers

For us to process your application, please ensure you have:

- Answered all questions on this form
- Signed the form
- Enclosed a copy of your constitution/non-profit designation if necessary

By signing below, you are confirming:

- You have read and understood the City of Norcross Funding Request Guidelines.
- All the information supplied in this donation application is correct.
- The Management Committee (or equivalent) of the organization have agreed to the submission of this application

Signature:

Josephine K Wiss

Print name:

Josephine K Wiss

Date:

5/31/23

The City of Norcross Administrator only. (Verifies that a City of Norcross Admin has reviewed this application form).

Authorized Signature

Print name/Date

2.2) Who does this organization support/benefit? (The City of Norcross seeks to support charities, non-profit organizations, and community groups whose impact pursues to provide positive community development but will view any application form on a case-by-case basis.)

At GUIDE, we support all Gwinnett County residents in our initiatives to prevent underage drinking, prescription drug abuse and suicide prevention through positive community-level change. We support the youth of Gwinnett County by providing educational materials to the community and after-school program promotion. We support adults in the Gwinnett County community through our training programs focused on suicide prevention, mental health awareness, drug education and after-school program support.

GUIDE's mission is to improve community conditions by utilizing collaborations, promoting positive youth development, delivering specialized training and resources, and preventing underage substance use and suicide. Our initiatives and support serve the residents of Gwinnett County first, but we also provide a few services to the metro-Atlanta area, Newton and Rockdale counties.

2.3) What are the aims of this organization, and what kind of activities/projects does it run?

The aims of GUIDE are prevention, positive youth development and training and capacity building.

Our prevention team focuses on the overall reduction of underage alcohol, tobacco and drug/prescription drug use, as well as suicide prevention and mental health promotion. We focus our efforts on youth, adults with youth in their lives, and college-aged and young adults in the LGBTQIA+ community. Community-level change is supported through our activities with Gwinnett-based coalitions, community partnerships within these environments, working alongside our Youth Action Board, attending health fairs and community events to spread prevention education, and leading prevention-based training for the public.

Activities for our initiatives in the prevention of underage drinking are pledges that adults with youth in their lives take to ensure that those youth stay safe and drug-free. Preventing prescription drug use activities are shown through our support of safe storage and disposal, where we support local law enforcement who participate in the DEA's drug disposal day or provide prescription drug lock boxes to the community. We encourage a smoke-free Gwinnett through education and passing ordinances for the county. Our suicide prevention activities are centered around Question, Persuade, Refer (QPR) and Youth Mental Health First Aid (YMHFA) training. We work to bring education and training on suicide prevention and mental health promotion to all spaces in Gwinnett County. We provide resources and education in different shapes and lead public awareness campaigns annually.

Our positive youth development focuses on valuing youth voice and leadership in prevention programming. We accomplish this through our activities at Georgia Teen Institute (GTI), in our Youth Advisory Board (YAB), and our newly added Youth and Family Advisory Board (YFAB).

GTI invites Youth Action Teams/Youth Advisory Boards throughout Georgia to a youth leadership program during the summer and continues with year-round support until the following camp. The youth of these teams attend a four-day residential camp at Oxford College to develop leadership skills and engage in the Strategic Prevention Framework planning process through workshops, Team Meetings, and team-building activities. The teams work to plan and implement their own peer-focused prevention and community service projects that they take back to their communities. GUIDE follows up with them throughout the year with additional training and assistance, networking opportunities and monthly progress reports.

Our Youth Advisory Board is a group of high school students across Gwinnett County. They come together to learn leadership skills, provide input to various projects at GUIDE, and conduct substance abuse prevention projects throughout the school year and at GTI. They are committed to positively impacting the community, as well as making their own responsible and healthy personal choices. Throughout the school year, YAB members participate in monthly meetings where they help put together youth leadership training, community-wide events and peer-prevention campaigns. Through these projects, they develop and practice key leadership skills such as public speaking, group management, networking, decision-making, planning, organization and time management. The youth serve in leadership positions and have a voice with the GUIDE Board of Directors.

The Youth and Family Advisory Board engages youth ages 15-23, and parents/guardians of those in this age range to provide feedback, input, support and voice to statewide prevention projects across Georgia. These meetings discuss advocacy, substance use trends, Strategic Prevention Framework, leadership, communication, teamwork, public speaking and facilitation. It gives a platform to the community we are trying to reach the most.

Our training and capacity building is all about providing engaging and meaningful training opportunities for adults and youth. These training opportunities focus on substance abuse prevention, suicide prevention, mental health promotion, personal development, team and youth development and cultural competency. We also reach our community through monthly and quarterly newsletters surrounding multiple topics about positive and healthy actions.

At GUIDE to Wellness, we embody all the facets of our organization to showcase a collective mission, vision and goals for the community. GUIDE to Wellness's mission is to improve community conditions by utilizing our partners to come together yearly to provide the public with easy access to free resources, education and training to improve their physical and mental health and wellness. Our vision is to raise awareness of the increased use of substances and mental health challenges for both adults and our youth. By having a safe place for the community to gather and engage in activities, the community can learn different resources and ways to help improve their and each other's overall health. GUIDE to Wellness aims to unite the community with the same mission - to improve the community's well-being. Finally, our goals are to:

1. Partner with local businesses to sustain the resources, education and training provided at the event all year long.

2. Increase partner participation and community attendance every year at the event.
3. Educate more people about the effects of underage substance use and abuse.
4. Educate more people on spotting signs and behavior of suicidal thoughts and feelings and train them in QPR and YMHFA to understand those thoughts and feelings.
5. Educate more people about reversing an overdose and the importance of responsibly storing and disposing of your medication.

2.4) Description of how the Donation Request Amount will benefit the Norcross Community.

The Donation Request Amount will benefit the Norcross Community by allowing us to put more funds and energy into the projects we bring to the Norcross residents who attend our event. This amount will help us focus on the quality of information and resources we will deliver to your community.

We want to show the residents of Norcross what GUIDE and our partners can connect with you on, and this Donation Request will help us focus on that goal. We are heavily focused on creating relationships and supplying the best information and resources to the people of our community. Norcross is an important part of Gwinnett County, and we want to keep extending ourselves to you. We believe this Donation Request will fulfill that, and we can benefit the community even more than we planned.

The overall value that GUIDE to Wellness brings to the community is awareness, education, access, friendliness, and conversations. Our organization, the vendors, and the partnerships that attend GUIDE to Wellness will represent these values. We are bringing a community of providers to the Norcross community to share resources that foster conversations surrounding prevention, intervention and recovery. We pride ourselves on the values that our staff, volunteers and partnerships bring to the community and are excited to have the opportunity to bring these connections to the Norcross community.

3.1) How much funding is the organization requesting for the Donation?

\$500

3.2) Does this Funding from the City of Norcross include Sponsorship for the organization? (If yes, please explain the current sponsorship display format: EX) City of Norcross Logo in weekly bulletin)

Yes. We can place the City of Norcross logo on the event flyer to distribute among our vendors, community partners, and public spaces for attendees to view. We can also name you as the official co-sponsor of the event.

4) For our information, please specify where you heard about the City of Norcross funding initiative

Councilman Matt Myers



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

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

City of Norcross

Legislation Details (With Details)

File #:	23-6733	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/5/2023 6:30 PM	In Control:	Mayor and Council
Title:	RZ2023-002 - 510 & 520 West Peachtree Street		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - RZ2023-002 510 & 520 West Peachtree Street](#)
2. [Staff Report - RZ2023-002 Packet](#)
3. [West Peachtree Street GPR Report](#)

Title

RZ2023-002 - 510 & 520 West Peachtree Street

Drafter

Antonio Harris

Motion

A motion to Approve/Deny a request to rezone the property located at 510 & 520 West Peachtree Street, from R-75 (Single-family Residence) to R-TH (Townhouse Residence) for the construction of four single family detached residential units for the construction of 4 single-family homes, with the following conditions:

1. **To restrict the use of the property as follows:**
 - a. **Four (4) Single-Family detached dwellings and accessory uses and structures.**
2. **The development shall abide by all applicable standards of the United Development Code, unless otherwise specified in these conditions or through the approval of an administrative variance or by the Zoning Board of Appeals, as appropriate.**
3. **All shared areas, but not limited to streets and storm water systems, shall be maintained by the property manager/owner.**

4. Compliance with streetscape improvements such as lighting, sidewalks, and planting strips are subject to approval of the Community Development Department.
5. The applicant shall submit architectural drawings and details to the Architectural Review Board for a regular ARB meeting prior to applying for any permits.
6. It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks.
7. The location of all crosswalks and traffic calming measures within the development are subject to the approval of the City Engineer.
8. Required right-of-way dedication and sidewalk dedication/or fee-in-lieu payment is subject to the approval of the City Engineer.
9. Plant material use on site in landscape strips and buffers are subject to final approval of the City's landscape review professional.
10. Location of stormwater detention is subject to the approval of the City Engineer.
11. All utilities shall be buried.
12. The development shall comply with the Architectural Review Board's conditions of approval.
13. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO).
The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report.
14. The developer shall deposit \$5,000 to the HOA escrow account for the maintenance of the road.
15. The developer shall coordinate with the neighboring Church and Archaeologist to ensure no graves are on the development property.
16. The developer shall provide a survey and survey markings for the property, along with a site triangle report for the proposed driveway.
17. Before the land disturbance permit is issued, the developer should provide a tree save detail for the development.
18. The applicant must install a 3-foot construction fence in addition to the silt fence along the entire length of the west property line abutting the cemetery property before and during all Land Disturbance Activities.

19. The applicant must install a permanent wooden 6-foot privacy fence along and for the entire length of the west property line abutting the cemetery.
20. A 2-foot landscape strip, 5-foot sidewalk and 10-foot landscape strip shall be installed along West Peachtree Street as specified in the Streetscape Standards on Section 205-04. F. of the Unified Development Code.
21. A 10-foot undisturbed setback shall be provided along the property line abutting the cemetery.
22. The construction of Modular homes is permitted on the site provided that the houses are built on a permanent foundation.
23. The applicant shall dedicate Right of Way for a Multi-Use path. This is for future use of the Gwinnett Trails Master Plan.



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

Agenda Report

To: Mayor and Council

From: Antonio Harris, Community Development and Planning Director

Meeting Date: September 5, 2023 – Mayor and Council

Item No.: 23-6733

Title: RZ2023-002 - 510 & 520 West Peachtree Street

CC: Eric Johnson, City Manager

Update: from June 5th and June 20th background Policy Work Sessions

The Mayor and Council asked for additional information to be reassessed during the June 5th and 20th meetings. Conditions 15, 16, and 17 were added during the June 5th meeting. The Mayor & Council asked the developer to coordinate with the neighboring church and hire an archaeologist to ensure no graves are on the development property or property line. In addition, the developer shall provide a survey with a site triangle report for the proposed driveway and provide a save a tree detail on the LDP.

During the June 20th Policy work session, Mayor & Council asked for additional conditions for the developer. There were some concerns for the graveyard's property line. Therefore, M&C asked for a construction fence to be installed along the entire length of the west property line. Post construction, a permanent wooden 6-foot fence will be installed for the entire length of the west property line abutting the cemetery. In addition, M&C asked for sidewalks to be added to the development. This will allow future connections of sidewalks. Lastly, 10-foot setbacks are required for the graveyard property line.

The following are zoning conditions proposed by Council based on the discussion from the previous two policy work sessions.

15. The developer shall coordinate with the neighboring Church and Archaeologist to ensure no graves are on the development property.
16. The developer shall provide a survey and survey markings for the property, along with a site triangle report for the proposed driveway.
17. ~~Before the land disturbance permit is issued, the developer should provide a tree save detail for the development.~~
18. The applicant must install a 3-foot construction fence in addition to the silt fence along the entire length of the west property line abutting the cemetery property before and during all Land Disturbance Activities.
19. The applicant must install a permanent wooden 6-foot privacy fence along and for the entire length of the west property line abutting the cemetery.

20. A 2-foot landscape strip, 5-foot sidewalk and 10-foot landscape strip shall be installed along West Peachtree Street as specified in the Streetscape Standards on Section 205-04. F. of the Unified Development Code.
21. A 10-foot undisturbed setback shall be provided along the property line abutting the cemetery.
22. The construction of Modular homes is permitted on the site provided that the houses are built on a permanent foundation.
23. The applicant shall dedicate Right of Way for a Multi-Use path. This is for future use of the Gwinnett Trails Master Plan.

Planning & Zoning Recommendation

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

1. To restrict the use of the property as follows:
 - a. Four (4) Single-Family detached dwellings and accessory uses and structures.
2. The development shall abide by all applicable standards of the United Development Code, unless otherwise specified in these conditions or through the approval of an administrative variance or by the Zoning Board of Appeals, as appropriate.
3. All shared areas, but not limited to streets and storm water systems, shall be maintained by the property manager/owner.
4. Compliance with streetscape improvements such as lighting, sidewalks, and planting strips are subject to approval of the Community Development Department.
5. The applicant shall submit architectural drawings and details to the Architectural Review Board for a regular ARB meeting prior to applying for any permits.
6. It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks.
7. The location of all crosswalks and traffic calming measures within the development are subject to the approval of the City Engineer.
- ~~8. Required right of way dedication and sidewalk dedication/or fee in lieu payment is subject to the approval of the City Engineer.~~
9. Plant material use on site in landscape strips and buffers are subject to final approval of the City's landscape review professional.
10. Location of stormwater detention is subject to the approval of the City Engineer.
11. All utilities shall be buried.
12. The development shall comply with the Architectural Review Board's conditions of approval.
13. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report.
14. The developer shall deposit \$5,000 to the HOA escrow account for the maintenance of the road.

Background

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

Financial Impact

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

Consistent with Comprehensive Plan?



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

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

- Policy 1-3: Support opportunities for infill development that reflects the neighborhood character.
- Policy 4-4: Accommodate new development while enhancing existing local assets.
- Policy 5-1: Accommodate the housing needs of a diverse population by supporting the development of a variety of residential types and densities based on land use patterns.
- Policy 5-2 Support the construction of work force housing to help ensure that all those who work in the community have a viable option to live in the community without spending more than a third of their net income on housing costs.

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

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

Next Steps

Mayor and Council Voting Meeting September 5, 2023
Architectural Review Board Date To Be Determined

Attachments

Staff Report

Update



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

Summary

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

Timeline

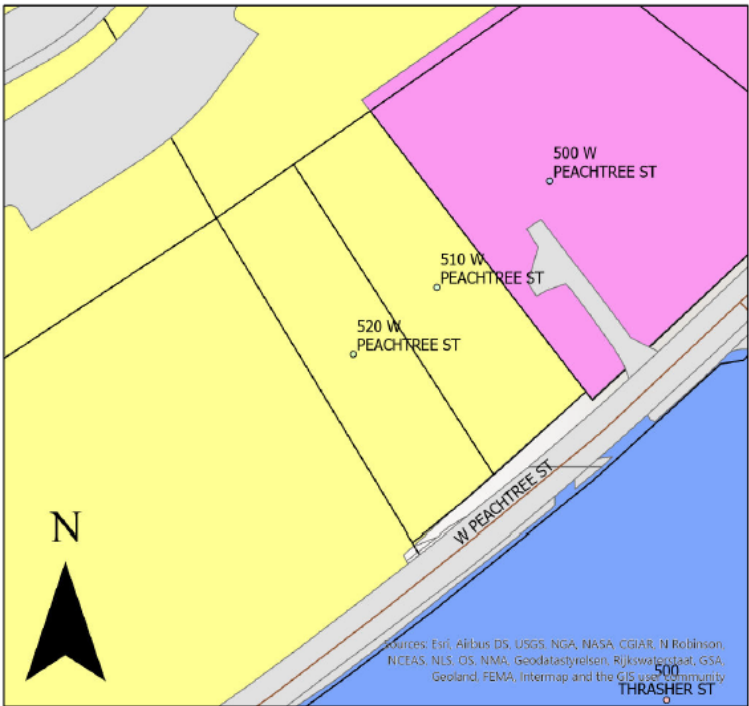
Under the UDO Section 104-3.B rezoning applications require the first review to be by the Planning and Zoning Board, followed by Mayor and Council's policy meeting and the Mayor and Council's regular meeting for final action. Below is the proposed schedule of dates.

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

Aerial View



Zoning Map



Legend

Norcross Zoning

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

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

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

Applicant's Request

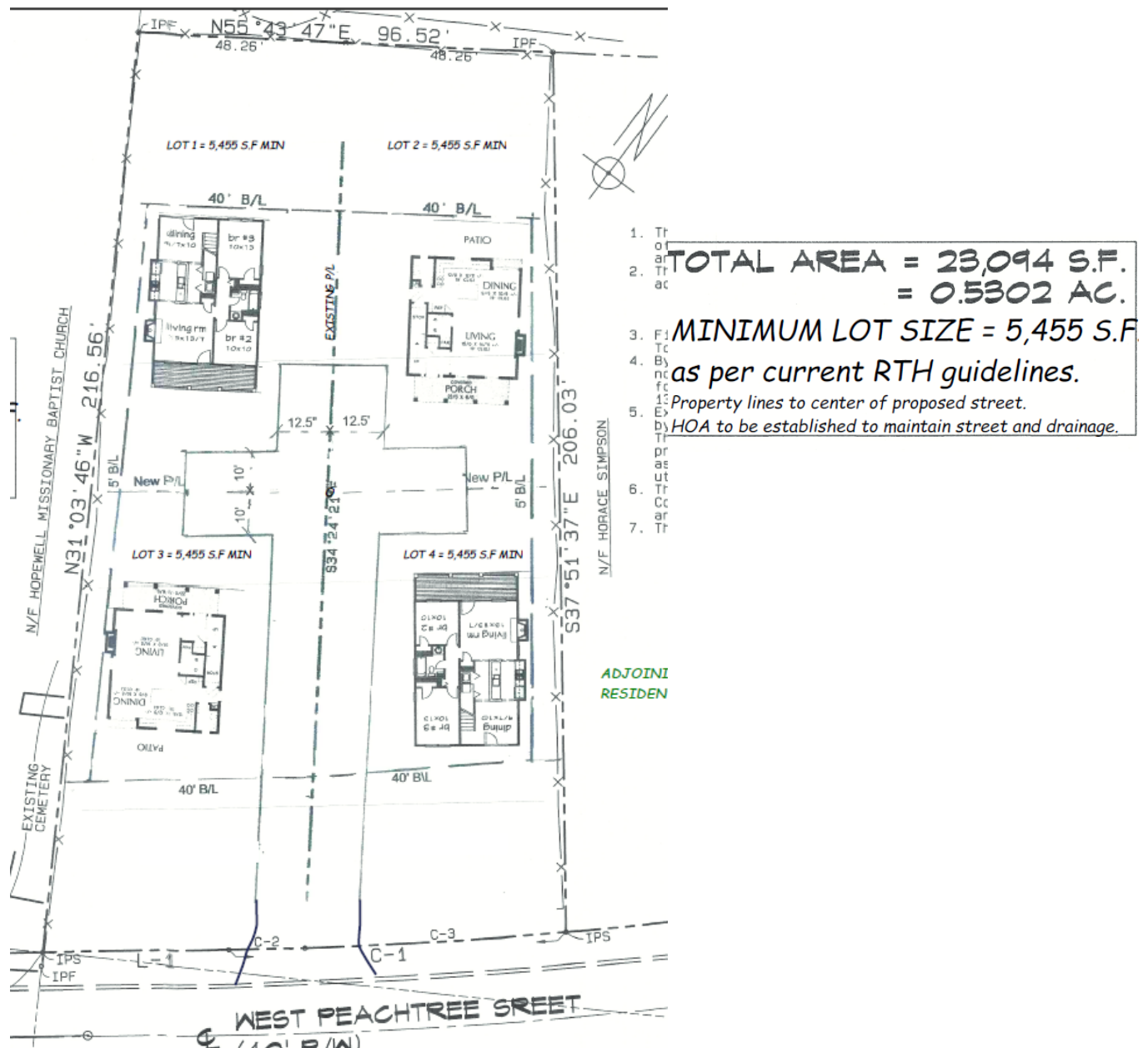
The applicant, William McClure, seeks to combine and redevelop the existing two lots located at 510 & 520 West Peachtree Street, which total 23,094 sq. ft., to build four single-family cottage homes on four separate lots at a density of 7.54 units per acre. The newly created lots will have a minimum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

Existing Conditions

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

Project Description

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



ZONING ANALYSIS

Current Zoning

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

Zoning Request

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

2040 Comprehensive Plan Analysis

The 2040 Comprehensive Plan, the "Comp Plan", is a document that reflects the wishes of the community as acknowledged and adopted by the Mayor and Council. The Comp Plan contains four sections to determine the appropriateness of a zoning action. Those sections are: 1) Table 2.4 a matrix that depicts land uses by character area, 2) specific visions for each of the thirteen-character areas, 3) the overarching policy goals for the city, and 4) Land Use Definitions. The subject parcels fall within Character Area 5, Hopewell Woods.

A. Land Uses by Character Area

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

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

B. Policy Goals

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

- *Policy 1-3: Support opportunities for infill development that reflects the neighborhood character*
- *Policy 4-4: Accommodate new development while enhancing existing local assets.*
- *Policy 5-1: Accommodate the housing needs of a diverse population by supporting the development of a variety of residential types and densities based on land use patterns.*
- *Policy 5-2 Support the construction of work force housing to help ensure that all those who work in the community have a viable option to live in the community without spending more than a third of their net income on housing costs*

C. Character Area Vision

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

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

D. Land Use Definition

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

Standards Governing the Exercise of Zoning Power

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

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

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

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

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

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

The subject property has reasonable economic use under the current R-75. The owner could build two single-family homes (one on each lot).

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

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

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

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

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

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

Gwinnett County External Comments and City of Norcross Internal Comments:

1. Transportation/Public Works Utilities and Parks:

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

2. Water & Sewer:

- No comments at this time

3. Fire Marshall:

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

4. Engineering:

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

5. Arborist:

- No comments at this time.

Conclusion

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

Recommendation

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

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

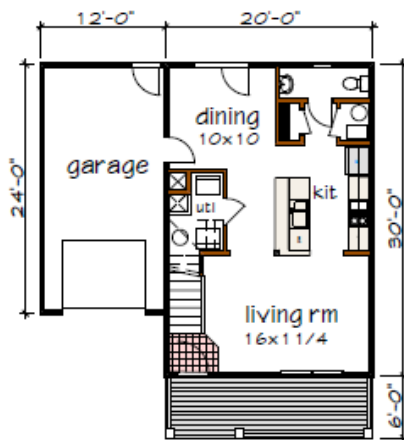
8. Required right-of-way dedication and sidewalk dedication/or fee-in-lieu payment is subject to the approval of the City Engineer;
9. Plant material use on site in landscape strips and buffers are subject to final approval of the City's landscape review professional;
10. Location of stormwater detention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

Conceptual Elevations and Floor Plan

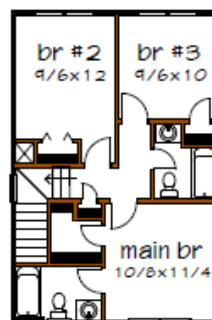
These drawings are conceptual in nature for visual purposes for this rezoning request only. These elevations and floors plans are subject to final approval by the Architectural Review Board.



plan #
1115A



Floor 1 plan



Floor 2 plan

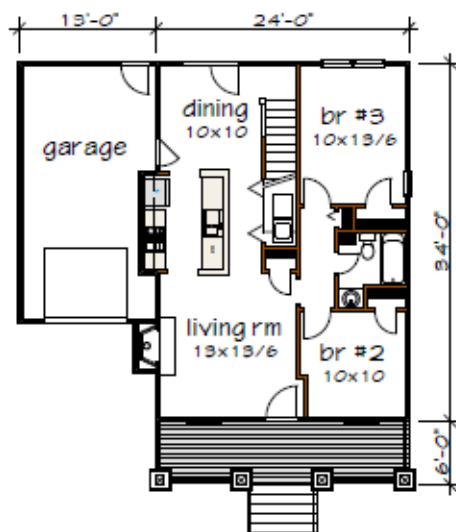
Size fl 1 600
Size fl 2 567
Size Total 1167

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

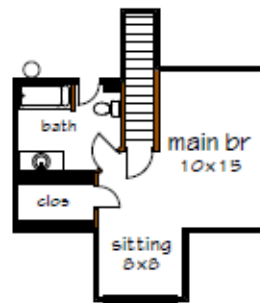
Fl 1 ceiling 8'
Fl 2 ceiling 8'
Roof pitch 9/12
Height 25'-6"



plan #
1203B



Floor 1 plan

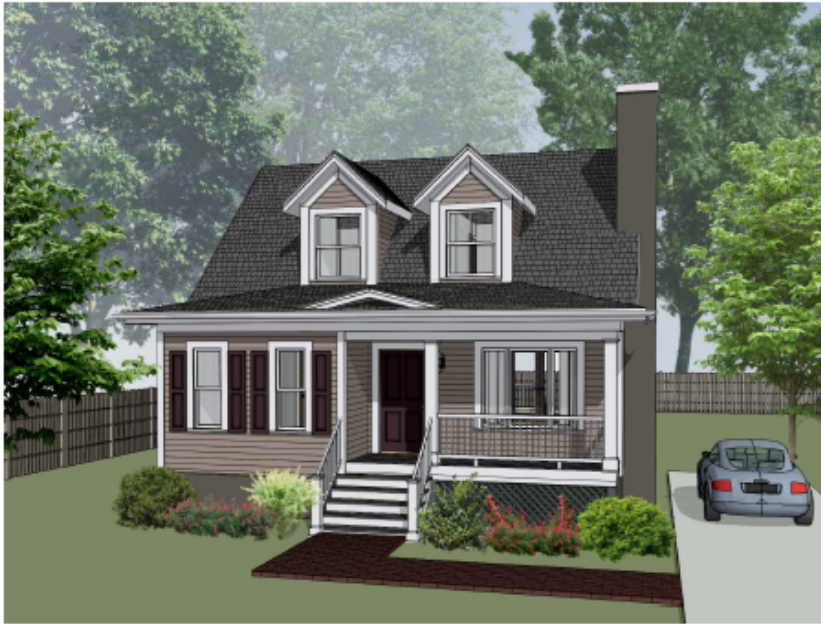


Floor 2 plan

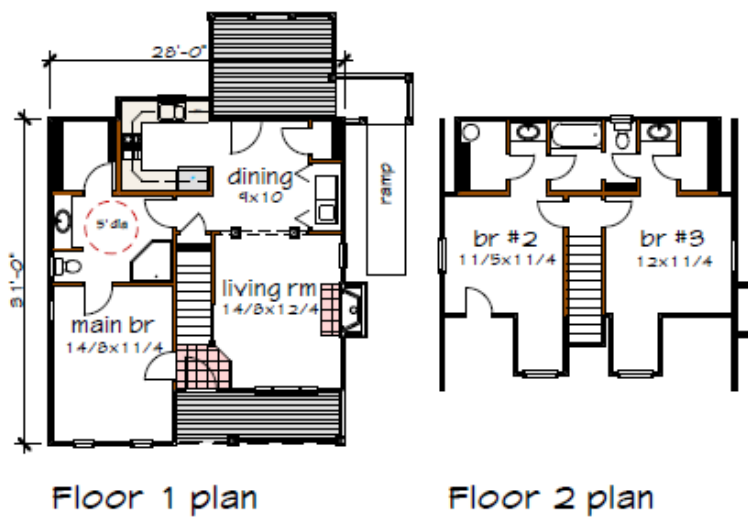
Size fl 1 830
Size fl 2 402
Size Total 1232

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

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



plan #
UD 1204A



Size fl 1 806
Size fl 2 492
Size Total 1298

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

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

Cozy Two-story Home with Second-level Bedrooms



1,394 SF 3BR 2.5 BA

1 of 3



REZONING APPLICATION

PROPERTY OWNER'S INFORMATION

Owner's Name:

McClure McClure and Milkwick, LLC

Owner's Address:

4192 McClatchey Cir. NE

City: Atlanta State: GA Zip Code: 30342

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

APPLICANT'S CONTACT INFORMATION

Applicant's Name:

William T McClure

Applicant's Address:

4192 McClatchey Cir. NE

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

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

PROPERTY LOCATION

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

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

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

PROPOSED USE

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

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

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

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

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

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

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

Proposed Use Details:

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

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

ITEMS THAT MUST ACCOMPANY APPLICATION

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

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

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

WT McElure

Signature of Applicant

4-3-23

Date

CITY USE ONLY. DO NOT WRITE BELOW

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

Notes: _____

DEADLINE AND HEARING SCHEDULE

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

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

REVISED APRIL 2019

Concept Plan Checklist

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

The concept plan shall show the following:

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

The proposed project layout including:

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

Criteria and Standards for Considering a Rezoning

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

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

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

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

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

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

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

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

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

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

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

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

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

REVISED APRIL 2019

CONFLICT OF INTEREST CERTIFICATION FOR REZONINGS

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

WT McClure 4-3-23

SIGNATURE OF APPLICANT

DATE

TYPE OR PRINT NAME AND TITLE

SIGNATURE OF APPLICANT'S
ATTORNEY OR REPRESENTATIVE

DATE

TYPE OR PRINT NAME AND TITLE

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

NO (YES or NO)

William T. McClure

YOUR NAME

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

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

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

DATE RECEIVED: _____

CASE#: _____

ACCEPTED BY: _____

L.2.b

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



Ownership Affidavit & Designation of Agent

I. Ownership.

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

Parcel I.D. Number(s) _____

Location address: _____

for which this Application is submitted.

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

Please complete the appropriate section below:

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

☐ Individual

☒ Corporation/Limited Liability Company (LLC)

☐ Partnership

☐ Government Entity

Provide Names of Officers/Members:

William T McClure

Donald E McClure Family Trust

Annita L. Milkwick

Provide Names of General Partners:

Secretary of State Registration Number: 09076681

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

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

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

Owner's Agent: William T McClure

Address: 4192 McClatchey Cir NE, Atlanta, GA 30342

Contact Person: Tom McClure

Telephone No.: 404-456-3888

III. Notice to Owner.

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

IV. Acknowledgement.

• Individual

Signature _____

Print Name: _____

Address: _____

Phone #: _____

• Corporation/LLC

McClure, McClure, Milkwick, LLC

Print Corporation/LLC Name

By: WT McClure

Signature

Print Name: William T. McClure

Its: Manager

Address: 4192 McClatchey Cir.

Atlanta GA 30342

Phone #: 404-456-3888

• Partnership

Print Partnership Name

By: _____

Signature

Print Name: _____

Its: _____

Address: _____

Phone #: _____

• Government Entity

Print Government Name

By: _____

Signature

Print Name: _____

Title: _____

Department: _____

NOTARY INFORMATION (Please use appropriate block.)

STATE OF GEORGIA

COUNTY OF _____

• Individual

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

• Government Entity

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

• Corporation/LLC

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

• Partnership

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

Vinod K. Sagar

Signature of Notary

VINOD K. SAGAR

Print Notary Name

NOTARY STAMP:

My commission expires: 11/11/2023

Identification Method:

Personally known.

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

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



DENISE R. MITCHELL, MPA
GWINNETT COUNTY TAX COMMISSIONER

Payment Receipt

Your transaction has been successfully completed!!

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

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

Account Information

Payment Type: Property Taxes

Bill Payer Details

Annita Milkwick
5110 Thousand Oaks PI NW
Kennesaw, GA 30152

Payment Details

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

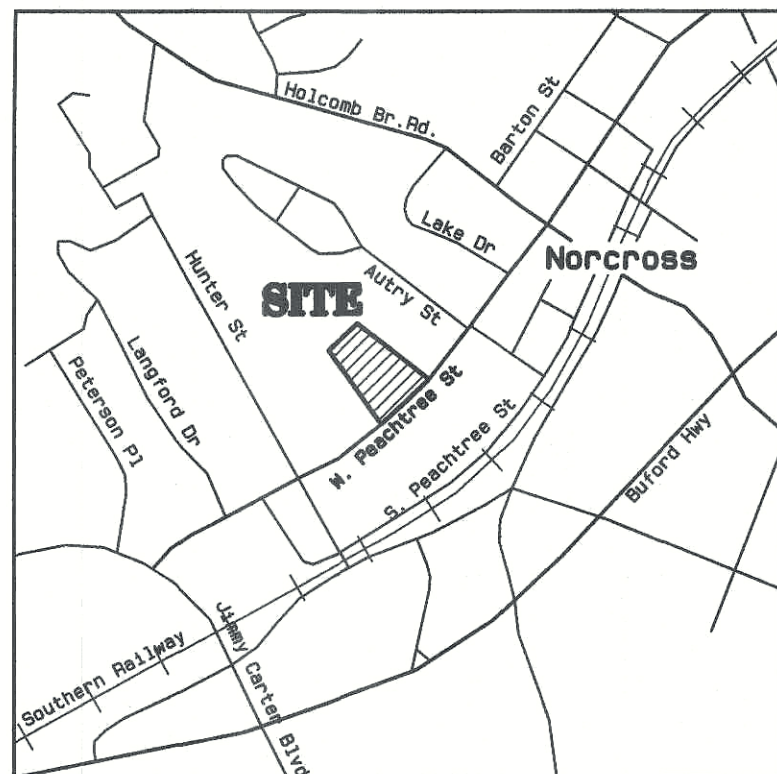
Payment Method:



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

© 2023 Value Payment Systems, LLC. |

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



VICINITY MAP

TOTAL AREA = 23,094 S.F.
= 0.5302 AC.
MINIMUM LOT SIZE = 5,455 S.F.
as per current RTH guidelines.
Property lines to center of proposed street.
HOA to be established to maintain street and drainage.

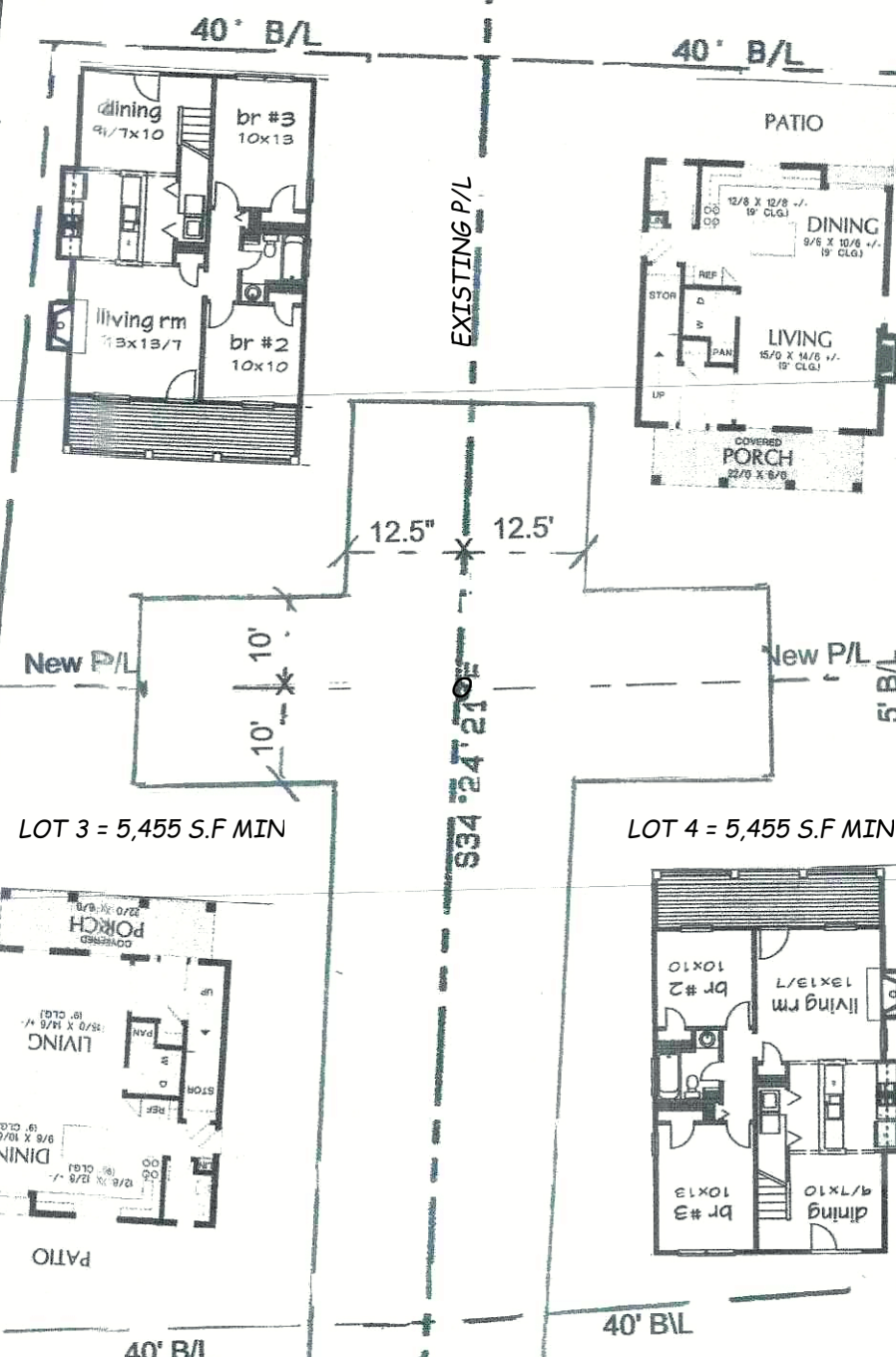
ADJOINING PROPERTY USE:
CEMETERY

VARIANCES

ADJOINING PROPERTY USE:
CHURCH PARKING

LAND LOT 253
LAND LOT 254
N/F HOPEWELL MISSIONARY BAPTIST CHURCH

LOT 1 = 5,455 S.F. MIN
LOT 2 = 5,455 S.F. MIN



LOT 3 = 5,455 S.F. MIN
LOT 4 = 5,455 S.F. MIN

N/F HOPEWELL MISSIONARY BAPTIST CHURCH

EXISTING CEMETERY

N/F HORACE SIMPSON

CURVE TABLE

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

LINE TABLE

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

LOT CURVE TABLE

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

GENERAL NOTES

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

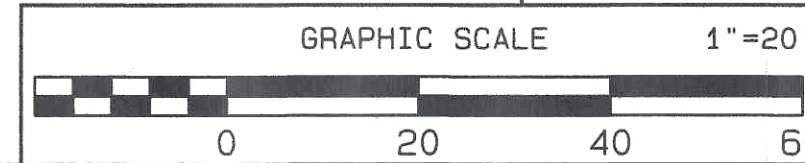
PROPOSED ZONING CHANGE
EXISTING ZONING: R-75
PROPOSED ZONING: RTH

ADJOINING PROPERTY USE:
RESIDENTIAL BUT ZONED COMMERCIAL

SURVEYOR'S CERTIFICATE

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

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

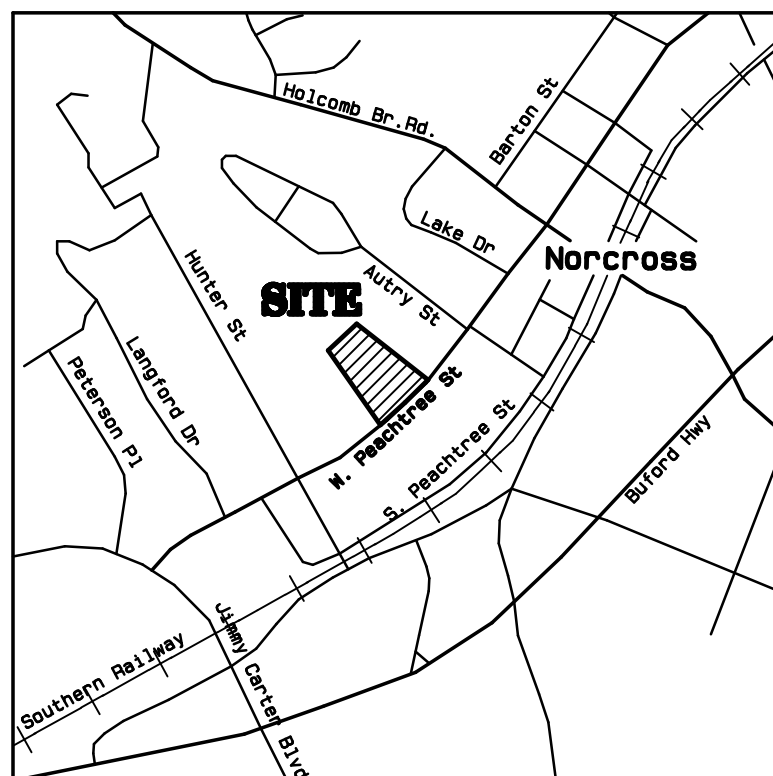


Q-B ENGINEERING, INC.
517 Cemetery Street
P.O. Box 1508
Norcross, Georgia 30091-1508
(770) 449-8623
(770) 449-1088 [FAX]

REZONING PLAN
510 WEST PEACHTREE ST.

DATE	REVISIONS	DESCRIPTION	DATE
05-14-2007	1	SCALE: 1" = 20'	10-15-07
		DRAWN: G.E.Q.	
		DESIGNED: G.E.Q.	
		CHECKED: G.E.Q.	
		LAND LOT: 254	
		6TH LAND DISTRICT	
		GWINNETT COUNTY, GA.	

SHEET	DRAWING NO.
1	07-045-RZ-1
NO. 1	



VICINITY MAP

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

GENERAL NOTES

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

N/F HOPEWELL MISSIONARY BAPTIST CHURCH

EXISTING CEMETERY

N/F HORACE SIMPSON

CURVE TABLE

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

LINE TABLE

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

LOT CURVE TABLE

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

FINAL SURVEYOR'S CERTIFICATE

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

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

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

OWNER'S ACKNOWLEDGMENT AND DECLARATION

(STATE OF GEORGIA)
(COUNTY OF GWINNETT)

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

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

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

FINAL PLAT APPROVAL

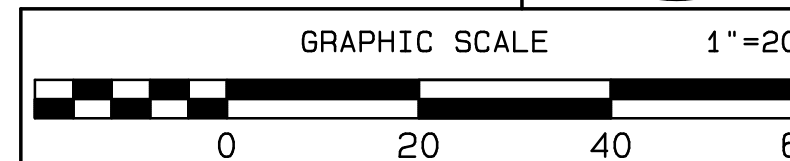
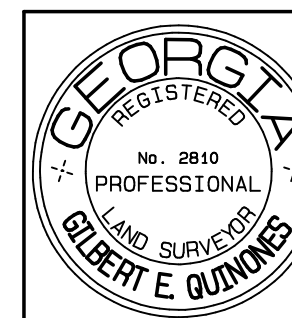
The Planning Commission Chairman and the Director of Community Development of the City of Norcross, Georgia, or his/her designees certifies that this plat complies with the City of Norcross Zoning Ordinance, and the City of Norcross Development Regulations as amended, and that it has been approved by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

DATED THIS _____ DAY OF _____

DIRECTOR, DEPARTMENT OF PLANNING AND DEVELOPMENT

PUBLIC NOTICE - DRAINAGE NOTES:

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



EXEMPTION PLAT
510 WEST PEACHTREE ST.

PAUL LOWRY

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

DATE	REVISIONS	NO.	DESCRIPTION	DATE
01-28-2008				
SCALE: 1" = 20'				
DRAWN: L.J.M.				
DESIGNED: G.E.Q.				
CHECKED: G.E.Q.				
LAND LOT: 254				
6TH LAND DISTRICT				
SHEET				
1				
DRAWING NO.				
07-045-EP-1				

Q-B ENGINEERING, INC.

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



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

DEED B: 59710 P: 00220

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

TTax: \$180.00

Tiana P Garner, Clerk of Superior Court

Gwinnett County, GA

PT-61 #: 0672022005166

ERECORDED

eFile Participant IDs: 9273387672,7067927936

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF DEKALB

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

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

See Exhibit A attached hereto and made a part hereof.

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

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

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

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

Signed, sealed and delivered
 in the presence of:

[Signature]
 Unofficial Witness

[Signature]
 Notary Public

GRANTOR:

[Signature]
 Paul M Lowry (SEAL)



EXHIBIT "A"

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

Parcel ID: R6254 001 & R6254 576

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



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

Tax Charge Information Sheet

Interest Date: 04/04/2023

MCCLURE MCLURE AND MILKWICK LLC

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

Taxes Due

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

Tax Charge Summary for 1 Parcel

Total Unpaid Charges:

Total Due: \$205.52

Grand Total Unpaid: \$205.52

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



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

Tax Charge Information Sheet

Interest Date: 04/04/2023

MCCLURE MCLURE AND MILKWICK LLC

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

Taxes Due

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

Tax Charge Summary for 1 Parcel

Total Unpaid Charges:

Total Due: **\$205.52**

Grand Total Unpaid: **\$205.52**

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



July 31, 2023

Mr. Tom McClure, LEED AP
McClure Construction Company, Inc.
4192 McClatchey Circle NE
Atlanta, Georgia 30342

Subject: Results of Ground Penetrating Radar/ Seismic Refraction Investigation
West Peachtree Street
Norcross, Georgia

Mr. McClure:

As requested, GeoWave Solutions, Inc. has completed the survey for the West Peachtree Street project using a combination of ground penetrating radar and seismic refraction. The investigations were performed to identify subsurface anomalies along the western edge of the tract as well as to determine the geologic conditions throughout the entire site. This report describes the area of investigation at the time of our fieldwork, addresses the methods utilized for this study, and presents the results of our investigations.

Site Description and Scope

The half-acre parcel is located at 510 West Peachtree Street in Norcross, Georgia. The site consists of immature woods with moderate brush. A 138-foot x 18-foot section along the southwestern edge of the site was cleared of brush prior to our ground penetrating radar investigation. The vegetation on the rest of the site was left untouched for the seismic refraction survey. Other than a small metal fence marking the southwestern property line, no other structures were observed at the site. Directly southwest of the site is an established cemetery associated with Hopewell Missionary Baptist Church that extends right up to the edge of the project site.

This parcel has been mapped by Lawton, D.E, and others (1976) in the Geologic Map of Georgia for the Georgia Geological Survey as being Precambrian to Paleozoic-aged granitic gneiss. Small boulders of granitic rock were observed in the northern portion of the site.

GPR:

Instrumentation and Field/Analysis Techniques

Ground penetrating radar (GPR) uses high-frequency radar pulses that are directed into the ground to image subsurface structures. The signal consists of electromagnetic radiation in the microwave band (UHF/VHF frequencies) of the radio spectrum. When the directed waves encounter subsurface objects or boundaries with different dielectric constants, the receiving antenna records variations in the reflected return signal. Subsurface features both natural and man-made may be detected and identified.

For this project, we utilized a MALA EasyLocator Pro HDR GPR cart system equipped with a dual antenna bandwidth range of 80-950 MHz. These antennas provide a good balance between depth and resolution when surveying for buried objects. Transects spaced 2 feet apart in the northwest-southeast directions were conducted along the southwestern edge of the property which adjoins the neighboring cemetery. The corners of the area of investigation were marked with blue and white survey flagging. Following data collection, raw data were filtered and analyzed using MALA Vision post-acquisition software. Sample radargrams from individual GPR transects are included along with a 3-D block model of the GPR results and interpreted anomaly locations.

Results

The attached 3-D model and radargrams show two areas of interpreted anomalies. These areas appear to contain metallic features inconsistent with the material surrounding them. One anomaly is present on the western y-axis from 12-22 feet, at 4 feet in width and 4 feet in depth. The second anomaly is present 10 feet east of the western y-axis and extends from 10-14 feet on the y-axis. It is 5 feet in width and 3.5 feet in depth. Surfactically these anomalies don't exhibit soil disturbance typically associated with graves which is indicated by a loose, less consolidated, back filled soil directly above the anomalous area. A change in soil composition is generally observable with GPR as well, but there does not appear to be a change in composition indicative of a grave in the areas we have defined as anomalous. No other anomalous areas were observed in the GPR results.

Seismic Refraction:

Field Technique

Seismic refraction is a non-invasive technique used to determine the depth and layer velocity, or density/hardness, of soil, partially weathered rock (PWR), and rock. Layer velocities are particularly useful in determining excavation equipment and techniques required for earthwork activities. For this project, our seismic profile lengths were 110 feet with geophones spaced at ten-foot intervals. The array and energy source configuration for this investigation provided an effective depth of investigation of approximately 35 feet. During the sampling process, the geophones measure the compression waves that are generated from a sledgehammer striking an aluminum plate and send the information to a

Geometrics Geode 24-channel seismograph for timing, storage, stacking, and enhancement. As the compression waves refract through harder/denser layers in the subsurface, the wave velocities increase. By varying the source to receiver location throughout the receiver array, a graph of time versus distance is developed which is used to calculate velocities (densities) and depths of the underlying materials. Changes in surface elevation along each array were measured and recorded using a survey level rod and hand level and were incorporated into the analysis process. The ends of each array were marked with blue and white survey flagging.

Results

The raw data collected from the field were reduced into velocity models, which were the basis for the seismic profiles we have included in this report. We conducted tomographic processing on each data set. This method provides a subsurface velocity model that shows subtle vertical and horizontal changes in the underlying soil and rock. The tomographic results on the attached models consist of the color contour data representing measured compression wave velocity. These data were used to annotate a geologic interpretation on each model by delineating subsurface layers where compression wave velocities change. Each layer contains labels that identify its geologic interpretation as well as any possible lateral velocity changes that occur within the layers. By using the annotated layer interpretation together with the tomographic contouring, the nature of the layer interface can be determined. A narrow, tight tomographic contouring at a layer interface would be indicative of a sharp transition between adjacent layers. An area with wide, consistent contours, on the other hand, would suggest that the layer interface is more gradational making a rock/weathered rock/PWR depth interface interpretation more ambiguous.

The following defines our layer-based interpretation of the profile geology by categorizing the velocities into three general groups. Because the difficulty in excavating increases as compression wave velocity increases, we have added soil/saprolite and dense PWR subcategories to soil and PWR to indicate material that may be more difficult to excavate using stated techniques. Also, site-specific variables such as the degree of fracturing or weathering, local stratigraphy, the relative orientation of the equipment, and the experience of the equipment operator will influence excavation.

0-2500 ft/sec	Soil (<1750 ft/sec)– Material that is relatively easy to excavate using dozers, backhoes, and pans. Soil/Saprolite (~1750-2500 ft/sec) - Soil and highly weathered rock near the consistency of soil that may be more difficult to excavate near 2500 ft/sec.
2500-5000 ft/sec	Partially Weathered Rock (PWR) (2500-3500 ft/sec)– Material that can usually be ripped using a single-tooth ripper mounted on a Caterpillar D-8 or equivalent crawler tractor. Trench excavation using a Caterpillar Model 322 or equivalent trackhoe may require blasting.

Dense PWR and/or Fractured Rock (~3500-5000 ft/sec) – Higher velocity PWR that is more difficult to rip or excavate and has characteristics similar to rock near 5000 ft/sec.

>5000 ft/sec

Rock – Competent material normally requiring blasting in trench and mass excavations.

Overall, the models exhibit a thick layer of soil overlaying a moderately thick layer of PWR and ultimately competent rock. Rock is the shallowest in the northern region of the site beginning at 13 feet in depth in the center of array S-1. The southern area of the site contains rock at varying depths, with the most shallow being in the center of array S-3 at 16 feet in depth. Array S-2 contains dense PWR and rock at depths greater than 20 feet. Based on the interpretations from our investigation, the northern third of the site appears to be the area of most concern for excavation in areas greater than 10 feet in depth. The central and southern portions of the site should be easily managed with standard excavation equipment.

Excavation in soil and soil/saprolite should be easily accomplished using standard excavation equipment. Mass excavations in areas interpreted as PWR may be accomplished using a single-tooth ripper attached to an approximately-sized bulldozer. Trench excavations in PWR will likely require blasting due to confinement and equipment limitations. Both mass and trench excavations in areas interpreted as rock will require blasting.

Limitations

Good correlation has been proven to exist in site investigations that use geotechnical methods, such as borings or test pits, and seismic refraction. However, with any geotechnical or geophysical subsurface investigation, limitations exist. The following are two limitations that are occasionally encountered given specific geologic and geographic conditions for a particular site:

- The seismic refraction method is only capable of interpreting layers of increasing velocity (density or hardness) with depth. Lower velocity zones underlying higher velocity layers will be masked by the denser, shallower material.
- The presence of a well-established groundwater table can produce a shallow, flat layer with a characteristic seismic velocity of approximately 5000 ft/sec. If present, this groundwater zone can be mistaken for competent rock and can also create a masking effect on lower velocity layers that are below it. Typically, this influence is only encountered when test locations are in or very near the proximity and elevation of a floodplain.

The interpretations made in this report are based on the results of the GPR and seismic refraction investigations. We are only able to define subsurface structures when a sufficient

Ground Penetrating Radar/ Seismic Refraction Investigation
West Peachtree Street
July 31, 2023
Page 5

gradient change between dielectric surfaces for the GPR or seismic velocity changes for the seismic refraction exists. Gradation transitions in objects or geologic material in the subsurface are more difficult to define. It may be prudent to substantiate these interpretations with test pits or boreholes.

If you have any questions about the findings of this study or the data contained in this report, or if you require any further services, please feel free to call us.

Sincerely,
GeoWave Solutions, Inc.



Jessica Anderson, G.I.T
Geologist



Steven A. Hurd, P.G.
Principal



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

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

City of Norcross

Legislation Details (With Details)

File #:	23-6742	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/5/2023 6:30 PM	In Control:	Mayor and Council
Title:	City of Tucker Franchise Agreement		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Tucker Franchise Agreement](#)
2. [1\) Electrical Facilities Franchise Agreement](#)
3. [2\) Fees Collected from End User](#)

Title

City of Tucker Franchise Agreement

Drafter

Steve Gaines and Thompson, O'Brien, Kappler & Nasuti, P.C., Legal

Motion

A motion to Approve/Deny the Mayor's execution of the attached Electrical Facilities Franchise Agreement with the City of Tucker, with any modifications as to form as may be appropriate on advice of counsel, and to approve the payment of fees pertaining to prior use of the City of Tucker's Right of Way, the same being \$31,444.52 on or before October 31, 2023.



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

Agenda Report

To: Mayor and Council

From: Steve Gaines, PWUP Electric Superintendent
Thompson, O'Brien, Kappler & Nasuti, P.C., Legal

Meeting Date: September 5, 2023 – Mayor and Council

Item No.: 23-6742

Title: Franchise Agreement for the Provision of Electrical Services within the City Limits of Tucker, Georgia

CC: Eric Johnson, City Manager

Recommendations

To approve the Mayor's execution of the attached Electrical Facilities Franchise Agreement with the City of Tucker, with any modifications as to form as may be appropriate on advice of counsel, and to approve the payment of fees pertaining to prior use of the City of Tucker's Right of Way, the same being \$31,444.52 on or before October 31, 2023.

Background

Norcross Power has provided electricity to multiple commercial developments within the City of Tucker since at least the Summer of 2021. Those developments include a Publix located at 4650 Howell Hugh Road and a Walmart located at 4375 Lawrenceville Highway. In the Summer of 2021, the City of Tucker signed an ordinance which provided and allowed for Norcross Power to utilize rights of way and other city assets to service these electricity end-users. The ordinance also provided for the obligation of Norcross and Norcross Power to remit a 4% franchise fee to the City of Tucker and for the payment of late fees. The ordinance was remitted to the City but was not executed. Since the remission of the ordinance, the City has utilized the right of way but has not remitted the associated franchise fee.

The attached Electrical Facilities Franchise Agreement is intended to effectuate the provisions of the 2021 ordinance, requiring that Norcross Power pay franchise fees to Tucker on a quarterly basis. Such fees will be collected from the end users in the manner of a tax. The Agreement also provides for the payment of Norcross Power's prior use of the right of way from the date of the

ordinance. That amount is \$31,138.96 and is to be paid by October 31, 2023. All other fees and damages are waived. We believe that this fee is payable to Tucker on account of Norcross Power's continued use of the right of way after receiving the ordinance.

The prior franchise fees will be applied to the current tenant's power bills both retroactively and on an on-going basis, thereby reducing the total costs to Norcross.

Financial Impact

Unbudgeted funds will be paid from the electrical fund, but we anticipate that they should be collected from the end-users.

Consistent with Comprehensive Plan?

Yes, goals 2 and 6 specific to both providing a safe environment and a high level of quality services for the city.

Next Steps

Council approval/vote

Attachments

- 1) Electrical Facilities Franchise Agreement
- 2) Fees Collected from End User

Update

See recommendations

**ELECTRIC FACILITIES FRANCHISE AGREEMENT BETWEEN THE CITY OF
NORCROSS, GEORGIA, NORCROSS POWER AND THE CITY OF TUCKER,
GEORGIA**

THIS ELECTRIC FACILITIES FRANCHISE AGREEMENT, (the “Agreement”) is made this ____ day of _____ 2023 by and between the City of Norcross, Georgia, a municipal corporation of the State of Georgia (“Norcross”), Norcross Power, a Municipal Power Corporation (the “Franchisee”), and the City of Tucker, Georgia, a municipal corporation of the State of Georgia (hereinafter, “Tucker” or “Franchisor”). (Norcross, Franchisee, and Tucker are, collectively, the “Parties”).

WHEREAS the Franchisee is wholly owned and controlled by Norcross and is engaged in the sale of electrical power;

WHEREAS the Franchisee provides power within and without the City of Norcross;

WHEREAS the Franchisee has provided power to two commercial developments within the corporate boundaries of Tucker and has utilized rights of way and other municipal services and assets controlled by or within the jurisdiction of Tucker;

WHEREAS Tucker, on or about July 12, 2021, executed a certain Ordinance Granting Permission and Consent to Norcross (the “Franchise Ordinance”) and the Franchisee to occupy the streets and public places within Tucker for the purpose of installing and maintaining certain electrical-service utilities;

WHEREAS the Franchise Ordinance was countersigned by neither Norcross nor the Franchisee; and

WHEREAS the lack of a signed agreement has come to the Parties’ attention and the Parties have agreed to execute an enforceable agreement concerning the use of Tucker’s public right of way and other assets for the purpose of providing power to certain developments within the municipality;

NOW THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the foregoing recitals and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto hereby agree as follows:

TERMS AND CONDITIONS

SECTION I. Recitals The above Recitals are true, correct, form a material part of this Agreement and are incorporated herein by reference.

SECTION II. Grant of Franchise. The Franchisee, for a period of thirty (30) years from the date of the Franchisee’s acceptance hereof, shall have the right to occupy and use the streets, alleys, and public places of Tucker within the present and future corporate limits of the Tucker as from time to time the Franchisee may deem proper or necessary for the overhead or underground construction,

maintenance, operation, and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections, and other apparatus (hereinafter referred to collectively as the "Power Facilities") for the business and purpose of transmitting, conveying, conducting, using, supplying, and distributing electricity for light, heat, power, and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys, and public places from time to time as the Franchisee may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of the Franchisee, to insure safe and efficient service.

SECTION III. Payment of Franchise Fees After Execution. Tucker's grant of franchise as provided herein shall be subject to the following conditions and obligations by the Franchisee, which are affirmed and guaranteed by Norcross:

1. The Franchisee shall pay into Tucker's treasury on a quarterly basis no later than thirty (30) days after the last day of March, June, September and December throughout the term of this Agreement a sum of money equal to four percent (4%) of the gross sales of electric energy to customers served under residential, commercial, and industrial rate schedules within the corporate limits of Tucker. The Franchisee shall implement the franchise fee immediately upon execution. If any payment required by this Agreement is not actually received by Tucker on or before the applicable date fixed in this Agreement, the Franchisee shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month. Upon agreement of the Parties, the Franchisee may pay franchise fee by electronic funds transfer and in such event, Tucker agrees to provide to Franchisee bank routing & account information for such purpose upon request of the Franchisee. No acceptance of any payment by Tucker shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that Tucker may have for further or additional sums under this Agreement. Tucker may conduct an audit to ensure payments have been made in accordance with the Agreement and the audit period will be limited to three (3) years preceding the end of the quarter of the most recent payment.

2. The amount, if any, of any tax, fee, charge, or imposition of any kind required, demanded, or exacted by Tucker on any account, other than ad valorem taxes on property, shall operate to reduce to that extent the amount due from the percentage of gross sales provided for in paragraph 1 of this Section II.

3. The Franchisee shall fully protect, indemnify, and save harmless Tucker from all damages to persons or property caused by the construction, maintenance, operation, or extension of the Facilities, or conditions of streets, alleys, or public places resulting therefrom, for which Tucker would otherwise be liable. Provided, however, that such obligation to indemnify shall not be extended, by guaranty or otherwise, to Norcross.

4. The Franchisee shall, in constructing, maintaining, operating, and extending the Facilities, submit and be subject to all reasonable exercises of the police power by Tucker. Nothing contained herein, however, shall require the Franchisee to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of Tucker or for any purpose at the instance of any other entity, private or governmental.

5. For purposes of paragraph 6 of this Section II, the term "Distribution Facilities" means poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections, and other apparatus installed by or on behalf of the Franchisee (whether before or after the adoption of this ordinance) in the streets, alleys, or public places of Tucker for the purpose of distributing electricity within the present and future corporate limits of Tucker. Distribution Facilities

do not include any of the following: (i) electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereinafter referred to as "Transmission Lines"); (ii) poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter referred to as "Transmission Structures"); (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures; (iv) lines, wires, cables, or conductors installed in concrete-encased ductwork; or (v) network underground facilities.

6. In the event that Tucker or any other entity acting on behalf of Tucker requests or demands that the Franchisee relocate any Distribution Facilities from their then-current locations within the streets, alleys, and public places of Tucker in connection with a public project or improvement to secure the public health and welfare or is otherwise required by Tucker in the exercise of a government function, then the Franchisee shall relocate, at its expense, the Distribution Facilities affected by such project or improvement. In the event of such relocation, Tucker shall provide replacement access to other right of way or streets, alleys, and public places to the extent necessary for the Franchisee to reinstall Distribution Facilities necessary to service those properties that the Franchisee serviced immediately before the relocation. Notwithstanding the foregoing provisions of this paragraph 6, the Franchisee shall not be obligated to relocate, at its expense, any of the following: (i) Distribution Facilities that are located on private property at the time relocation is requested or demanded; (ii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) Distribution Facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

7. Tucker and the Franchisee recognize that both parties benefit from economic development within Tucker. Accordingly, when it is necessary to relocate any of the Franchisee's Distribution Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) within the municipality, Tucker and the Franchisee shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, Tucker and the Franchisee shall communicate in a timely fashion to coordinate projects included in the Tucker's five-year capital improvement plan, the Tucker's short-term work program, or the Tucker's annual budget in an effort to minimize relocation of facilities. Such communication may include, but is not limited to, (i) both parties' participation in the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties)

Section IV. Payment for Prior-Use. The Parties acknowledge that the Franchisee has made use of Tucker's rights of way, streets, alleys, and public places for the installation and maintenance of electrical facilities servicing developments within the jurisdiction and that no such franchise fees have been paid to the City on account of such use. The Parties dispute as to whether such an obligation is enforceable, however, have agreed to the payment of the Franchisee's prior use accordingly: Norcross and the Franchisee shall, before October 31, 2023, pay to Tucker \$31,138.96 ("Prior Use Fees"). Upon payment of Prior Use Fees, Tucker agrees and shall be deemed to have released Norcross, the Franchisee, its elected officials, officers, employees, agents, or independent contractors of any obligation arising from the Franchisee's use of Tucker's rights of way, streets, alleys, and public places, any obligation related to the Franchisee's provision of electricity to customers in Tucker and from any obligation to pay franchise fees, or any other associated fee, costs, or damages arising from the installment of electrical facilities and the Franchisee's provision of power to customers in Tucker's municipal jurisdiction at any point prior to Norcross or the Franchisee's execution of this agreement. For the avoidance of doubt and as an illustration of this release, if this

Agreement is executed on September 5, 2023, Tucker shall have agreed to release Norcross and the Franchisee from any obligation for their prior-use of rights of way or municipal property or assets before September 1, 2023.

SECTION V. No Restrictions on Customer's Right to Selection. Nothing contained in this Agreement shall limit or restrict the right of customers within the corporate limits of Tucker to select an electric supplier as may hereafter be provided by law.

SECTION VI. Amendments or Modifications to this Agreement. From time to time after the approval of this ordinance, Parties may enter into such additional agreements, modifications or amendments as the Parties deem reasonable and appropriate; provided, however, that such agreements shall not be inconsistent with the terms and conditions of the franchise granted in this Agreement, shall not extend beyond the term of the franchise, and shall be enforceable separate and apart from the franchise unless committed to writing and executed by both parties.

SECTION VII. Warranty of Authority. Each of the Parties warrant that the undersigned has the authority to execute this agreement and that such authority was lawfully delegated in accordance with applicable law.

SECTION VII. Execution in Counterparts. Each of the Parties shall be permitted to sign in separate counterparts.

[Intentionally Blank]

[Execution on Following Page]

Agreed to by:

Mayor of The City of Tucker

Certified by:

Clerk for the City of Tucker

*Certification shall affirm that the execution above was witnessed by the clerk, authorized at a duly noticed and held meeting, at which a quorum was present, and that at such meeting the authority to enter into such an agreement was authorized by the City of Tucker's City Council.

Approved as to Form:

Ted Baggett, City Attorney

Agreed to by:

Mayor of The City of Norcross

Certified by:

Clerk for the City of Norcross

*Certification shall affirm that the execution above was witnessed by the clerk, authorized at a duly noticed and held meeting, at which a quorum was present, and that at such meeting the authority to enter into such an agreement was authorized by the City of Norcross's City Council.

Approved as to Form:

J. Patrick O'Brien, City Attorney

Agreed to by:

Norcross Power, a Municipal Power Corporation

By: _____

Its: _____



Norcross, GA

Account Billing History

L3.c

55-0040-02

Wal-Mart Stores #01-2584

Service Address: 4375 Lawrenceville Hwy

Parcel Number: PC0000374

Date	Packet Number	Arrears	Services Billed	Deposit Billed	Contract Billed	AMP Adjustment	Deposit Return	E. A. Return	Total Due	Metered Service Analysis					
										Service Code-Descript.	Consump.	Charge	Days	Tax -----	Read Date/Reading---
7/28/2023	UBPKT02504	0.00	28,608.37	0.00	0.00	0.00	0.00	0.00	28,608.37	311 - ELECTRIC WITH DE	255,200	26,489.23	30	2,119.14	7/4/2023 13,77
6/30/2023	UBPKT02436	0.00	29,864.46	0.00	0.00	0.00	0.00	0.00	29,864.46	311 - ELECTRIC WITH DE	273,920	27,652.28	31	2,212.18	6/4/2023 12,16
5/26/2023	UBPKT02374	0.00	22,250.64	0.00	0.00	0.00	0.00	0.00	22,250.64	311 - ELECTRIC WITH DE	185,920	20,991.17	30	1,259.47	5/4/2023 10,45
4/28/2023	UBPKT02281	0.00	24,580.72	0.00	0.00	0.00	0.00	0.00	24,580.72	311 - ELECTRIC WITH DE	213,920	23,189.36	31	1,391.36	4/4/2023 9,28
3/31/2023	UBPKT02202	0.00	23,093.49	0.00	0.00	0.00	0.00	0.00	23,093.49	311 - ELECTRIC WITH DE	196,000	21,786.31	28	1,307.18	3/4/2023 7,95
2/28/2023	UBPKT02123	0.00	24,177.14	0.00	0.00	0.00	0.00	0.00	24,177.14	311 - ELECTRIC WITH DE	208,960	22,808.62	31	1,368.52	2/4/2023 6,72
1/27/2023	UBPKT01990	0.00	25,053.49	0.00	0.00	0.00	0.00	0.00	25,053.49	311 - ELECTRIC WITH DE	214,720	23,635.37	31	1,418.12	1/4/2023 5,42
12/27/2022	UBPKT01918	0.00	24,548.46	0.00	0.00	0.00	0.00	0.00	24,548.46	311 - ELECTRIC WITH DE	208,640	23,158.92	30	1,389.54	12/4/2022 4,07
11/30/2022	UBPKT01868	0.00	25,466.93	0.00	0.00	0.00	0.00	0.00	25,466.93	311 - ELECTRIC WITH DE	219,840	24,025.41	31	1,441.52	11/4/2022 2,77
10/27/2022	UBPKT01697	0.00	24,425.95	0.00	0.00	0.00	0.00	0.00	24,425.95	311 - ELECTRIC WITH DE	224,000	23,043.35	30	1,382.60	10/4/2022 28,72
9/29/2022	UBPKT01609	0.00	28,935.92	0.00	0.00	0.00	0.00	0.00	28,935.92	311 - ELECTRIC WITH DE	279,840	27,298.04	31	1,637.88	9/4/2022 27,32
8/29/2022	UBPKT01448	0.00	28,900.12	0.00	0.00	0.00	0.00	0.00	28,900.12	311 - ELECTRIC WITH DE	279,360	27,264.26	31	1,635.86	8/4/2022 25,57
7/29/2022	UBPKT01382	0.00	27,909.34	0.00	0.00	0.00	0.00	0.00	27,909.34	311 - ELECTRIC WITH DE	266,080	26,329.57	30	1,579.77	7/4/2022 23,83
6/29/2022	UBPKT01201	0.00	25,653.26	0.00	0.00	0.00	0.00	0.00	25,653.26	311 - ELECTRIC WITH DE	235,840	24,201.19	31	1,452.07	6/4/2022 22,16
5/27/2022	UBPKT01062	0.00	25,178.14	0.00	0.00	0.00	0.00	0.00	25,178.14	311 - ELECTRIC WITH DE	232,320	23,752.96	30	1,425.18	5/4/2022 20,69
4/28/2022	UBPKT00955	0.00	21,294.29	0.00	0.00	0.00	0.00	0.00	21,294.29	311 - ELECTRIC WITH DE	182,400	20,088.95	31	1,205.34	4/4/2022 19,24
3/28/2022	UBPKT00786	0.00	22,323.01	0.00	0.00	0.00	0.00	0.00	22,323.01	311 - ELECTRIC WITH DE	195,360	21,059.44	28	1,263.57	3/4/2022 18,10
2/28/2022	UBPKT00745	0.00	22,754.81	0.00	0.00	0.00	0.00	0.00	22,754.81	311 - ELECTRIC WITH DE	200,800	21,466.80	31	1,288.01	2/4/2022 16,88
1/28/2022	UBPKT00625	0.00	24,043.84	0.00	0.00	0.00	0.00	0.00	24,043.84	311 - ELECTRIC WITH DE	201,440	22,682.87	31	1,360.97	1/4/2022 15,62
12/28/2021	UBPKT00522	0.00	23,373.35	0.00	0.00	0.00	0.00	0.00	23,373.35	311 - ELECTRIC WITH DE	193,600	22,050.33	30	1,323.02	12/4/2021 14,36
11/30/2021	UBPKT00427	0.00	26,218.58	0.00	0.00	0.00	0.00	0.00	26,218.58	311 - ELECTRIC WITH DE	227,520	24,734.51	31	1,484.07	11/4/2021 13,15
10/26/2021	UBPKT00340	0.00	26,528.67	0.00	0.00	0.00	0.00	0.00	26,528.67	311 - ELECTRIC WITH DE	231,360	25,027.05	30	1,501.62	10/4/2021 11,73
10/4/2021	UBPKT00248	0.00	30,146.40	0.00	0.00	0.00	0.00	0.00	30,146.40	311 - ELECTRIC WITH DE	276,160	28,440.00	31	1,706.40	9/4/2021 10,29
8/31/2021	UBPKT00118	22,237.61	29,166.48	0.00	0.00	0.00	0.00	0.00	51,404.09	311 - ELECTRIC WITH DE	259,680	27,515.55	31	1,650.93	8/4/2021 8,56
Totals for 55-0040-02:			614,495.86	0.00	0.00	0.00	0.00	0.00			5,462,880	578,691.54		35,804.32	

Attachment: 2) Fees Collected from End User (23-6742 : City of Tucker Franchise Agreement)

Date	Packet Number	Arrears	Services Billed	Deposit Billed	Contract Billed	AMP Adjustment	Deposit Return	E. A. Return	Total Due	Metered Service Analysis					
										Service Code-Descript.	Consump.	Charge	Days	Tax	-----Read Date/Reading---
7/28/2023	UBPKT02504	0.00	7,051.46	0.00	0.00	0.00	0.00	0.00	7,051.46	311 - ELECTRIC WITH DE	192,600	6,529.13	30	522.33	7/4/2023 17,11
6/30/2023	UBPKT02436	0.00	7,564.05	0.00	0.00	0.00	0.00	0.00	7,564.05	311 - ELECTRIC WITH DE	206,600	7,003.75	31	560.30	6/4/2023 15,18
5/26/2023	UBPKT02374	0.00	5,217.62	0.00	0.00	0.00	0.00	0.00	5,217.62	311 - ELECTRIC WITH DE	145,200	4,922.28	30	295.34	5/4/2023 13,11
4/28/2023	UBPKT02281	0.00	6,248.93	0.00	0.00	0.00	0.00	0.00	6,248.93	311 - ELECTRIC WITH DE	173,900	5,895.22	31	353.71	4/4/2023 11,66
3/31/2023	UBPKT02202	0.00	5,630.87	0.00	0.00	0.00	0.00	0.00	5,630.87	311 - ELECTRIC WITH DE	156,700	5,312.14	28	318.73	3/4/2023 9,92
2/28/2023	UBPKT02123	0.00	5,886.00	0.00	0.00	0.00	0.00	0.00	5,886.00	311 - ELECTRIC WITH DE	163,800	5,552.83	31	333.17	2/4/2023 8,36
1/27/2023	UBPKT01990	0.00	5,864.44	0.00	0.00	0.00	0.00	0.00	5,864.44	311 - ELECTRIC WITH DE	163,200	5,532.49	31	331.95	1/4/2023 6,72
12/27/2022	UBPKT01918	0.00	5,799.76	0.00	0.00	0.00	0.00	0.00	5,799.76	311 - ELECTRIC WITH DE	161,400	5,471.47	30	328.29	12/4/2022 5,09
11/30/2022	UBPKT01868	0.00	6,234.56	0.00	0.00	0.00	0.00	0.00	6,234.56	311 - ELECTRIC WITH DE	173,500	5,881.66	31	352.90	11/4/2022 3,47
10/27/2022	UBPKT01697	0.00	18,548.00	0.00	0.00	0.00	0.00	0.00	18,548.00	311 - ELECTRIC WITH DE	174,100	17,498.11	30	1,049.89	10/4/2022 18,22
9/29/2022	UBPKT01609	0.00	21,789.84	0.00	0.00	0.00	0.00	0.00	21,789.84	311 - ELECTRIC WITH DE	213,700	20,556.45	31	1,233.39	9/4/2022 16,48
8/29/2022	UBPKT01448	0.00	21,521.26	0.00	0.00	0.00	0.00	0.00	21,521.26	311 - ELECTRIC WITH DE	210,100	20,303.08	31	1,218.18	8/4/2022 14,34
7/29/2022	UBPKT01382	0.00	20,491.71	0.00	0.00	0.00	0.00	0.00	20,491.71	311 - ELECTRIC WITH DE	196,300	19,331.80	30	1,159.91	7/4/2022 12,24
6/29/2022	UBPKT01201	0.00	18,843.11	0.00	0.00	0.00	0.00	0.00	18,843.11	311 - ELECTRIC WITH DE	177,900	17,776.52	31	1,066.59	6/4/2022 10,28
5/27/2022	UBPKT01062	0.00	16,677.08	0.00	0.00	0.00	0.00	0.00	16,677.08	311 - ELECTRIC WITH DE	186,300	15,733.09	30	943.99	5/4/2022 8,50
4/28/2022	UBPKT00955	-1,143.96	14,355.62	0.00	0.00	0.00	0.00	0.00	13,211.66	311 - ELECTRIC WITH DE	153,600	13,543.04	31	812.58	4/4/2022 6,64
3/28/2022	UBPKT00786	11,389.58	14,158.60	0.00	0.00	0.00	0.00	0.00	25,548.18	311 - ELECTRIC WITH DE	150,800	13,357.17	28	801.43	3/4/2022 5,10
2/28/2022	UBPKT00745	0.00	11,349.58	0.00	40.00	0.00	0.00	0.00	11,389.58	311 - ELECTRIC WITH DE	127,000	10,707.15	22	642.43	2/4/2022 3,59
Totals for 55-4650-01:			213,232.49	0.00	40.00	0.00	0.00	0.00			3,126,700	200,907.38		12,325.11	

Service Code Summary

Service Code-Descript.	Consumption	Charge	Tax
311 - ELECTRIC WITH DEMAND	8,589,580	779,598.92	48,129.43
Total	8,589,580	779,598.92	48,129.43

Attachment: 2) Fees Collected from End User (23-6742 : City of Tucker Franchise Agreement)



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

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

City of Norcross

Legislation Details (With Details)

File #:	23-6796	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/5/2023 6:30 PM	In Control:	Mayor and Council
Title:	Proposed Fiscal Year 2023 Budget Amendments		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Proposed Fiscal Year 2023 Budget Amendments](#)
2. [Budget Adjustments by Fund](#)
3. [Budget Resolution](#)

Title

Proposed Fiscal Year 2023 Budget Amendments

Drafter

Paul Hanebuth

Motion

A motion to adopt a resolution approving amendments to the fiscal 2023 budgets for the General and Special Revenue funds.



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

Agenda Report

To: Mayor and Council

From: Paul Hanebuth, Director of Finance and Administrative Services

Meeting Date: September 5, 2023 – Mayor and Council

Item No.: 23-6796

Title: Proposed Fiscal Year 2023 budget amendments

CC: Eric Johnson, City Manager

Recommendation: Approve amendments to the fiscal 2023 budgets for the General and Special Revenue funds.

Background: The City's current financial policies require this step, as described in Part I, Section 1-L:

L. BUDGET AMENDMENT PROCESS

Near the end of each budget year, any necessary budget adjustments, including budgets for any projects authorized during the year, shall be enacted through a budget resolution. These supplemental budget resolutions shall be balanced for each and every fund. The purpose of budget adjustments is not a new budget, but an accounting type of reconciliation of the current year's budget

On the attached schedule, revenues are expressed as negative numbers and expenses as positive numbers. Therefore, for balancing purposes, an increase in budgeted expenditures may be offset by an increase in a revenue line or a decrease in another expenditure line. The "character" is the type of revenue or expense; characters 30-39 are revenues, and those 50 or higher are expenditures.

Financial Impact: As this process is conducted at the end of the fiscal year, it has no material impact on the city's financial position. Rather, it serves to reconcile the budget plan approved a year earlier with conditions experienced during the year, for example by reappropriating funds from contingency funds to unexpected expenses.

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

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

Next Steps: None for this process, but a final budget amendment may be needed at the end of the audit process in early 2024, depending on auditor recommendations.

Attachments: Budget Adjustments by Fund
Budget Resolution

Update

Character			Current Budget	Proposed Amendment	Proposed Amended Budget
GENERAL FUND - CAPITAL ADJUSTMENTS					
38	100-389000	OTHER (MISCELLANEOUS REV)	(79,000)	(43,582)	(122,582)
39	100-389500	Assigned Fund Balance for Transfer to CPF	0	(1,000,000)	(1,000,000)
61	100-5.1000.611310	Transfer to Capital Projects Fund	0	1,000,000	1,000,000
54	100-5.4100.542300	FURNITURE & FIXTURES	0	4,370	4,370
54	100-5.3200.542200	VEHICLES	0	36,855	36,855
54	100-5.6200.542500	EQUIPMENT	0	2,357	2,357
GENERAL FUND - INTERDEPARTMENTAL ADJUSTMENTS					
51	100-5.3200.512100	GROUP INSURANCE	970,700	(47,000)	923,700
51	100-5.3200.512400	RETIREMENT CONTRIBUTIONS	375,100	(47,000)	328,100
51	100-5.3800.511300	OVERTIME	61,800	15,000	76,800
51	100-5.3800.512100	GROUP INSURANCE	62,500	8,800	71,300
51	100-5.3800.512400	RETIREMENT CONTRIBUTIONS	32,000	3,700	35,700
51	100-5.1000.512105	GROUP INSURANCE-RETIREEES	137,700	24,800	162,500
51	100-5.1000.512200	PAYROLL TAXES	0	10,300	10,300
51	100-5.1000.512600	UNEMPLOYMENT INSURANCE	0	4,600	4,600
52	100-5.1000.521240	INSURANCE-LIAB,PROP,AUTO	357,900	58,300	416,200
52	100-5.1000.523920	BANK CHARGES	0	4,000	4,000
52	100-5.1000.523305	POSTAGE	0	6,000	6,000
53	100-5.1000.531710	MISCELLANEOUS	0	9,300	9,300
57	100-5.1310.579000	CONTINGENCIES	150,000	(110,000)	40,000
51	100-5.1510.511100	REGULAR EMPLOYEES	368,500	(56,900)	311,600
51	100-5.1510.511300	OVERTIME	7,300	(4,500)	2,800
51	100-5.1510.512400	RETIREMENT CONTRIBUTIONS	32,100	8,300	40,400
52	100-5.1510.521210	PROFESSIONAL SERV.-AUDIT	20,000	20,000	40,000
52	100-5.1510.521305	PROFESSIONAL SERV.-OTHER	3,000	500	3,500
52	100-5.1510.523305	POSTAGE	4,300	2,300	6,600
52	100-5.1510.523500	TRAVEL	4,000	(1,500)	2,500
52	100-5.1510.523600	DUES & FEES	1,900	(1,000)	900
52	100-5.1510.523700	EDUCATION & TRAINING	4,000	(3,500)	500
52	100-5.1510.523850	CONTRACT LABOR	40,000	80,500	120,500
53	100-5.1510.531101	OFFICE SUPPLIES	3,500	500	4,000
52	100-5.1540.523850	CONTRACT LABOR	11,000	19,500	30,500
53	100-5.1540.531700	OTHER SUPPLIES	7,500	(5,000)	2,500
SPECIAL INVESTIGATION FUND					
35	210-352015	REDSPEED FINE REVENUES	(3,073,100)	(1,133,800)	(4,206,900)
51	210-5.3210.511100	REGULAR EMPLOYEES	159,200	(159,200)	0
51	210-5.3210.511300	OVERTIME	5,500	(5,500)	0
51	210-5.3210.512100	GROUP INSURANCE	44,700	(44,700)	0
51	210-5.3210.512200	FICA/MEDICARE CONTRIBUTNS	12,600	(12,600)	0
52	210-5.3210.523600	DUES & FEES	0	1,483,800	1,483,800
54	210-5.3210.542200	VEHICLES	290,300	20,000	310,300
54	210-5.3210.541100	LAND	1,200,000	(148,000)	1,052,000
TECHNOLOGY SURCHARGE FUND					
35	217-351194	CITY WIDE TECH SURCHRG RV	(73,800)	(27,695)	(101,495)
52	217-5.1535.523850	CONTRACT LABOR	0	27,695	27,695
HOTEL/MOTEL TAX FUND					
31	275-314100	HOTEL/MOTEL TAX REVENUES	(880,200)	(257,200)	(1,137,400)
52	275-5.7540.521306	PROFESSIONAL SERV.-CVB (TPD)	251,500	128,600	380,100
52	275-5.7540.521310	PROFESSIONAL SERV.-CVB (TCT)	251,500	128,600	380,100

Attachment: Budget Adjustments by Fund (23-6796 : Proposed Fiscal Year 2023 Budget Amendments)



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

CITY OF NORCROSS
Resolution to Adopt
2022-2023 General and Special Revenue Fund Budgets
September 5, 2023

WHEREAS, the City Manager and Finance Director have prepared and submitted to the Mayor and Council recommended amendments to the General Operating and Special Revenue Fund Budgets for the fiscal year beginning September 1, 2022, and ending August 31, 2023 (fiscal year 2024); and

WHEREAS, the Mayor and Council have prudently set aside contingency funds for use in the case of unexpected but necessary City expenditures; and

WHEREAS, the Mayor and Council have studied the proposed amendments and consider adoption of the attached budget documents to serve the best interests of the citizens of the City of Norcross;

THEREFORE, BE IT RESOLVED by the Mayor and Council that the amendment schedules for the General Operating and Special Revenue Fund Budgets attached hereto and made a part hereof for the fiscal year 2024 are approved.

This day, the 5th of September 2023.

Chief Executive Officer

Attest : Monique Philip, City Clerk

Attachment: Budget Resolution (23-6796 : Proposed Fiscal Year 2023 Budget Amendments)



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

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

City of Norcross

Legislation Details (With Details)

File #:	23-6797	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/5/2023 6:30 PM	In Control:	Mayor and Council
Title:	Annual Seasonal Color Container Services		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Annual Seasonal Color Container Services](#)
2. [RFP PWUP 23-15](#)

Title
Annual Seasonal Color Container Services

Drafter
Shahin Khalili

Motion
A motion to Approve/Deny the issuance of a Request for Proposals (RFP) for Annual Seasonal Color Container Services.



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

Agenda Report

To: Mayor and Council

From: Shahin Khalili - Arborist/Land Development Inspector

Meeting Date: September 5, 2023 – Mayor and Council

Item No.: 23-6797

Title: Annual Seasonal Color Container Services

CC: Eric Johnson, City Manager

Recommendation

To review and approve the RFP for the Annual Seasonal Color Container Services.

Background

Contract with current vendor expires in October. To be proactive and ensure the City is getting the best value at market rate, Staff is requesting approval to request for proposals.

Financial Impact

Cost for new contract is estimated to be between \$35,000 and \$50,000 based on existing contract and market rate research. Funding has budgeted for under Contract Labor.

Consistent with Comprehensive Plan?

Yes - GOAL 1 Continue to Define Norcross' Sense of Place

Policy 1-8: Add value to our community through landscaping, lighting, signage, underground utilities, and building design.

Next Steps

Advertise RFP on all platforms.

Attachments

RFP PWUP 23-15

Update

None at this time. Mayor and Council will be updated throughout the process.



City of Norcross
Department of Public Works, Utilities & Parks

REQUEST FOR PROPOSALS
ANNUAL SEASONAL COLOR CONTAINER SERVICES
RFP PWUP 23-15

Attachment: RFP PWUP 23-15 (23-6797 : RFP for Annual Seasonal Color Container Services)

City of Norcross

Department of Public Works, Utilities & Parks

REQUEST FOR PROPOSALS RFP PWUP 23-15

INSTRUCTIONS:

The proposal package should be clearly marked “**RFP PWUP 23-15 – ANNUAL SEASONAL COLOR CONTAINER SERVICES**” on its face and submitted by **11:00 a.m. on September 25, 2023**. to the address below. Please submit two printed copies and one electronic copy (USB) of your RFP package to:

Christabel Ghansah
RFP PWUP 23-15 – Annual Seasonal Color Container Services
City of Norcross
Department of Public Works, Utilities & Parks
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at christabel.ghansah@norcrossga.net by **5:00 p.m. on October 6, 2023**.

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

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

We appreciate your interest in the City of Norcross!

Attachment: RFP PWUP 23-15 (23-6797 : RFP 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-Statement of Qualifications webinar** if one is offered, these conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/RFQ.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Capital Projects Manager 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., 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 requesting proposals for the Annual Seasonal Color Container Maintenance Services for designated areas within the City of Norcross as illustrated in attached exhibits.

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.

Seasonal installation will be done 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 **Appendix C – Maintenance Checklist**. The service will be bi-weekly Monday through Friday, excluding major Holidays, as determined by the City prior to commencement of the contract, at all locations specified in **Appendix B – Locations and Number of Containers** unless otherwise noted as exceptions. The Seasonal Color Container 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 organic 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.

In addition to the proposal submission requirements stated in this RFP, the following will be requested:

- Description of standard protocols, methods, and procedures to ensure quality and satisfying aesthetics

- Organizational structure of maintenance team, including management
- Total number of work hours per week
- Tabulation sheets by Project Site Locations

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 SCHEDULE OF EVENTS

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

1.5 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

1.6 PROPOSAL SUBMISSION INSTRUCTIONS

10 pages maximum (*exclusive of resumes, cover sheets, cost proposal, and required forms*)

1. **Cover Letter** – Indicating interest and identifying a point of contact
2. **Firm Information** – Including office locations, size, and contact
3. **Organizational Chart** – Showing team structure and personnel
4. **Experience & Qualifications** – Including a summary of 3 projects of similar size/scope within the past 5 years. Include a reference with contact information for each project.
5. **Resumes** – Submitters shall include resumes for key personnel on the project
6. **Cost Proposal** – In a separate envelope, please include a monthly and annual breakdown and lump sum fee for all locations.

1.7 EVALUATION CRITERIA

The proposal evaluation will be made on the following criteria:

Evaluation Criteria	Max Score
Experience & Qualifications	35
Technical Consideration (Proof of Sample)	25
Q/A (Appendix E)	15
Cost Proposal	15
References	10
Total	100

The City may schedule interviews with the top-scoring firms..

Experience & Qualifications – Demonstration of understanding of scope objectives of Seasonal Color Container Maintenance Specifications and commitment to complete work in a timely manner. Resumes and portfolios of key personnel.

Technical Considerations – Proof of samples and examples of current inventory as required in Section 2.1.3.

Q/A – As required in Appendix E

Cost Proposal – Includes cost for bi-annual installation as well as monthly maintenance costs.

References – 3 references of similar size and scope and with similar seasonal color maintenance specifications. Include contact names and current phone numbers.

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

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 his or her company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last two years may be required, 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.

2.2 GUARANTEE TO ACCOMPANY PROPOSAL

- 2.2.1** If the cost proposal is greater than \$30,000.00, then proposals must be accompanied by a certified check or cashier's check or acceptable bond in an amount not less than five percent (5%) of the amount proposal per section, and failure to submit a bond will be cause for rejection.

2.3 AUTHORITY TO SIGN

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

2.4 RIGHTS RESERVED

- 2.4.1** 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.

- 2.4.2** Proposers are advised to examine the Seasonal Color Specifications and all accompanied exhibits, plans, and specifications carefully and 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 inform themselves fully 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.
- 2.4.3** Any unauthorized additions, conditions, limitations, or provisions attached to the Proposal shall render it informal and may be cause for rejection.

2.5 AWARD OF CONTRACT

- 2.5.1** 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.
- 2.5.2** 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.
- 2.5.3** Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, contract cancellation or re-advertising of any and/or all these contracts.
- 2.5.4** Prior to execution of a Contract, if the contract amount is greater than \$30,000.00, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount per section, must be provided by the successful Proposer by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher and satisfactory to the City of Norcross. Bonds given shall meet the requirements as listed in this RFP package.
- 2.5.5** Prior to execution of a Contract, a Utility Coordination Meeting is required between Vendor(s), utility agencies and City of Norcross Public Works to ensure clarity and commitments concerning inter-related work schedules.

2.6 PRODUCTION REQUIREMENTS

- 2.6.1** 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 Seasonal Container Color specifications in the RFP.

2.7 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.7.1** Payment shall be provided based on the cost schedule provided in Vendor's response. Vendor shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to **Shahin Khalili, Arborist/Land Development Inspector at Shahin.khalili@norcrossga.net**. The invoice shall contain a complete itemization of delivered goods and/or services. The total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the site(s), less retainage.
- 2.7.2** The City shall retain a maximum of 10% of each progress payment; provided, however, when 50% of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage. At the discretion of the City and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes their work.

2.8 LOCATION AND SITE(S)

- 2.8.1** The site(s) of the proposed work is as provided in Appendix B. All work is within City limits of the City of Norcross, Georgia.
- 2.8.2** 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 exhibits and appendices or as directed by the Department of Public Works, Utilities and Parks.
- 2.8.3** The Vendor, before submitting a proposal 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). The site(s) visit(s) must be confirmed by the Landscape and Beautification Manager.

- 2.8.4** The Vendor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

2.9 NON-COLLUSION

- 2.9.1** 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.

2.10 MATERIALS

- 2.10.1** 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.
- 2.10.2** 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.

2.11 CONTRACT REQUIREMENTS

- 2.11.1** The successful Vendor is required to do the following within ten (10) days of Notice:
- 2.11.1.1.1** Return to the Department of Public Works, Utilities & Parks contract documents executed by the authorized representative attested by the corporate secretary treasurer.
 - 2.11.1.1.2** Provide Insurance Certificates as specified in the RFP documents.
 - 2.11.1.1.3** Provide bonding as required by the RFP documents.

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

2.12 SCHEDULE

2.12.1 Schedule: The Vendor shall provide to Shahin.Khalili@norcrossga.net a schedule of activities. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents and/or businesses.

APPENDIX A
RFP PWUP 23-15
SCHEDULE OF EVENTS

Event:**Date:**

Release of RFP

September 25 at 11:00 a.m.

Deadline for Written Questions

October 6, 2023, at 5:00 p.m.

Proposals Due

October 20, 2023, at 11:00 a.m.

Proposal Evaluation

TBD

Contract Award (On/about)

TBD

Attachment: RFP PWUP 23-15 (23-6797 : RFP for Annual Seasonal Color Container Services)

APPENDIX B
RFP PWUP 23-15
LOCATIONS & NUMBER OF CONTAINERS

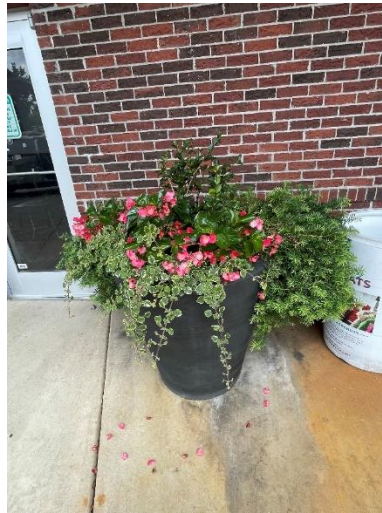
Location:	Number of Containers:
Public Works	3
Welcome Center	4
City Hall	2
Community Arts Center	8
Jones St	16
Wingo St	3
Holcomb Bridge	3
South Peachtree St	46
Skin Alley	3
Total number of containers:	88

*Locations of planters may shift to other locations listed as seen fit by the City.

APPENDIX C
RFP PWUP 23-15
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

APPENDIX D
RFP PWUP 23-15
EXAMPLES OF CONTAINERS



Attachment: RFP PWUP 23-15 (23-6797 : RFP for Annual Seasonal Color Container Services)

APPENDIX E
RFP PWUP 23-15
OPEN QUESTIONS

If a new container were to be added to the inventory, what would you, as a vendor, use as growing medium?

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.

Give some examples of plants and plant combinations you would use for both Autumn/Winter installations as well as Spring/Summer installations.

APPENDIX F
RFP PWUP 23-15
REFERENCES

Attachment: RFP PWUP 23-15 (23-6797 : RFP for Annual Seasonal Color Container Services)

APPENDIX G
RFP PWUP 23-15
COST PROPOSAL

In a separate envelope, please include a monthly and an annual line-item breakdown and lump sum fee for all buildings.

APPENDIX H

RFP PWUP 23-15

PACKET CHECKLIST

PROJECT: _____

DATE: _____

Please use this checklist to ensure you have properly completed all forms and requirements.

You must complete and attach this checklist to your proposal packet. Failure to do so may you render ineligible for consideration.

- _____ Packet Checklist (attached to proposal package)

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

- _____ Bid Bond or Certified Check if cost proposal over \$30,000

- _____ Certificate of Liability Insurance

- _____ E-Verify Contractor & SAVE Affidavits

- _____ Mail or deliver to:
 PWUP Department
 Attn: Christabel Ghansah, Capital Projects Manager
 City of Norcross
 345 Lively Avenue
 Norcross, GA 30071

Attachment: RFP PWUP 23-15 (23-6797 : RFP for Annual Seasonal Color Container Services)

References for _____

Please provide a list of contact numbers, addresses and a contact person from three (3) jobs completed having similar specification within the metro-Atlanta area.

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

1. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

2. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

3. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____



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

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

City of Norcross

Legislation Details (With Details)

File #:	23-6798	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/5/2023 6:30 PM	In Control:	Mayor and Council
Title:	RFP for Pest Control Services		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - RFP for Pest Control Services](#)
2. [RFP PWUP 23-16](#)

Title
RFP for Pest Control Services

Drafter
John Davis

Motion
A motion to Approve/Deny the issuance of a Request for Proposals (RFP) for Pest Control Services.



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

Agenda Report

To: Mayor and Council
From: John Davis, Public Works Superintendent
Meeting Date: September 5, 2023 – Mayor and Council
Item No.: 23-6798
Title: RFP for Pest Control Services
CC: Eric Johnson, City Manager

Recommendation

To review and approve the RFP for Pest Control Services.

Background

The current vendor is not meeting performance standards and has increased prices exponentially. PWUP recommends soliciting for proposals from qualified vendors and selecting a vendor who can provide the best value at a market rate.

Financial Impact

N/A – budgeted for under Building Maintenance.

Consistent with Comprehensive Plan?

Yes - GOAL 6 Further the City's Tradition of Strong Leadership and High Level of Quality Services

Policy 6-2: Maximize the use of existing facilities and services

Next Steps

Advertise RFP on all platforms.

Attachments

RFP PWUP 23-16

Update

None at this time. Mayor and Council will be updated throughout the process.



City of Norcross
Department of Public Works, Utilities & Parks

REQUEST FOR PROPOSALS
PEST CONTROL SERVICES
RFP PWUP 23-16

Attachment: RFP PWUP 23-16 (23-6798 : RFP for Pest Control Services)

City of Norcross

Department of Public Works, Utilities & Parks

REQUEST FOR PROPOSALS PEST CONTROL SERVICES RFP PWUP 23-16

INSTRUCTIONS:

The proposal package should be clearly marked “**RFP PWUP 23-16 – PEST CONTROL SERVICES**” on its face and submitted by 11:00 a.m. on **October 20, 2023**, to the address below. Please submit two printed copies and one electronic copy (USB) of your proposal package to:

Christabel Ghansah
RFP PWUP 23-16 – Pest Control Services
City of Norcross
Department of Public Works, Utilities & Parks
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at christabel.ghansah@norcrossga.net by 5:00 p.m. on **October 13, 2023**.

There will be a mandatory pre-proposal meeting at 9: 00 a.m. on **October 11, 2023, at 345 Lively Avenue Norcross, GA 30071**. The RFP will serve as the agenda and include a visit to all locations to be serviced.

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

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

We appreciate your interest in the City of Norcross!

Attachment: RFP PWUP 23-16 (23-6798 : RFP for Pest Control 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-Statement of Qualifications webinar** if one is offered, these conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/RFQ.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Capital Projects Manager 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., 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 requesting proposals for Pest Control Services for designated areas within the City of Norcross. It is the City's intent to enter into contract with one qualified entity to provide Pest Control Services for all City administration buildings and other facilities as designated in Appendix B – Locations.

1.1 **SCOPE OF WORK**

This RFP is for contract services to adequately eradicate or suppress the following pests:

- a. Indoor populations of rats, mice, cockroaches, ants, flies, spiders, and other arthropod pests not specifically excluded from the Agreement;
- b. Populations of the above pests that are located in and outside of the buildings;
- c. Incidental invaders of concern (stinging or biting insects);
- d. Termite inspections;
- e. Termite treatment as needed; and
- f. Rodent control as needed both interior and exterior
- g. The following pests are excluded from this Agreement:
 - 1. Birds, bats, snakes, and all other vertebrates other than commensal rodents.

1.2 **SPECIFICATIONS**

All chemicals and pesticides used must comply with the latest State and Federal Environmental Protection Agency Standards governing the health and safety of humans and animals. The solutions and chemicals used will be free from odor whenever possible and of no/low toxicity to humans.

The Vendor shall provide current labels and Material Safety Data Sheets (MSDS) for all pesticide products to be used. In addition, brand names shall be provided for all application equipment, rodent bait boxes, monitoring and trapping devices, and any other control equipment that may be used to provide service.

Please complete **APPENDIX F – MATERIAL SAFETY DATA SHEETS (MSDS) AND PRODUCT LIST**

The successful Vendor must have a commercial pesticide applicator certificates or license. The Vendor shall provide photocopies of the company pest control license and dated pesticide applicator certificates for every employee who will be performing on-site services under this Agreement upon agreement signing.

If the Vendor's products are not user-installable, and/or if requested by the ordering Department, the vendor must install the product(s).

- a. The Vendor is responsible for providing and installing any dispensing equipment for which they provide an approved equivalent.
- b. The Vendor should also provide maintenance support services for all installed products.
- c. Any per hour services charges must be specified in the Cost Proposal
- d. If the product is user-installable, the Vendor must provide installation assistance if requested, at no additional expense to the PWUP Department.
- e. Installation must be accomplished with minimal disruption to the operation of the Department.

The Vendor shall provide service schedules that include the monthly or quarterly frequency of Vendor visits. On occasion the Vendor may be requested to perform corrective or emergency service(s) that are beyond the routine requests.

- a. The Vendor shall respond to these exceptional circumstances and begin the necessary work within ONE (1) working day after receipt of the request.

The Vendor shall be responsible for maintaining a pest control log sheet for each site specified in this RFP.

The Vendor shall be responsible for application of pesticides according to the label.

- a. All pesticides used by the Vendor must be registered with the United States Environmental Protection agency and the State of Georgia.

When the application of chemical control products is necessary, the Vendor shall employ the least hazardous materials, most precise application techniques and the minimum quantity of pesticides necessary to achieve control.

The Vendor shall use non-pesticide methods of control whenever possible to solve a pest problem.

- a. This includes, but is not limited to, use of a portable vacuum for initial cockroach, winged ants, winged termites, and spider population suppression, and use of trapping devices for indoor fly control.
- b. Sticky traps shall be used to monitor indoor insect populations and be used to evaluate the effectiveness of efforts wherever necessary.
- c. Bait formulations shall be used for cockroach and ant control where appropriate.

Indoor trapping: Rodent control inside occupied buildings shall be accomplished with trapping devices only.

- a. All such devices shall be concealed and in protected areas so as not to disturb operations.

- b. Trapping devices shall be checked every 24 hours during population suppression and at reasonable intervals during maintenance activities.
- c. The Vendor is responsible for disposing of all trapped rodents or rodent carcasses in an appropriate manner.

All bait boxes shall be placed out of general view where they will not be disturbed by daily operations.

- a. The lids of the boxes shall be securely locked or fastened shut.
- b. All bait boxes shall be attached or anchored to the ground, building wall or other immovable surface so that the box cannot be picked up or moved.
- c. All bait boxes shall be labeled on the inside with the Vendor's business name and address.
- d. The Vendor's employee shall date the outside of the box at the time of installation and after each service.

Throughout the term of this Agreement, the Vendor shall be responsible for advising the Public Works Superintendent about any structural, sanitary, or procedural modifications that will reduce pest access, food, water and harborage.

- a. The Vendor shall be responsible for adequately suppressing all pests included in this Agreement regardless of whether or not the suggested modifications are implemented.
- b. The Vendor will not be held responsible for carrying out structural modifications as part of the pest control efforts.

The Public Works Superintendent will continually evaluate the progress of this Agreement in terms of effectiveness and safety and will require such changes as are necessary.

- a. The Vendor shall take prompt action to correct all identified deficiencies.
- b. Monthly exterminations shall include: all restrooms, janitorial closets, food preparation areas, break rooms, maintenance and mechanical rooms, staff offices.

Treatment Schedules:

Final treatments schedule shall be coordinated between the successful Vendor and the Public Works Superintendent or their designee.

All sites will be inspected for termites annually.

1.3 REQUIREMENTS

The Vendor must furnish all necessary labor, materials, and equipment to implement the surveillance, trapping, and pesticide application. The Vendor must also generate detailed, site-specific recommendations for structural and

procedural modifications required to achieve pest suppression. In addition, the Vendor will supply trained personnel to educate City employees on the most effective means to achieve pest control in and around their workstations, offices, and surroundings.

1.4 SCHEDULE OF EVENTS

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

1.5 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

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

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

1.6 SUBMISSION AND EVALUATION GUIDELINES

1.6.1 Proposal Submission Instructions

10 pages maximum (*exclusive of resumes, cover sheets, cost proposal, and required forms*)

1. **Cover Letter** – Indicating interest and identifying a point of contact
2. **Firm Information** – Including office locations, size, and contact
3. **Organizational Chart** – Showing team structure and personnel
4. **Experience & Qualifications** – Including a summary of 3 projects of similar size/scope within the past 5 years. Include a reference with contact information for each project.
5. **Resumes** – Submitters shall include resumes for key personnel on the project
6. **Cost Proposal** – In separate envelope. Please include a monthly, annual, and 3-year line-item breakdown and lump sum fee for all buildings.

1.6.2 Experience and Expertise

Experience in similar services is required of the successful Vendor as described in the Scope of Work. Experience and references provided by Proposers shall be verified and will be a significant factor in the evaluation. Proposers should complete and provide **APPENDIX C – REFERENCES** as part of their submission.

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

1.6.3 Personnel Qualifications

Proposers should provide pertinent information on personnel.

Please complete and attach **APPENDIX D – PERSONNEL QUALIFICATIONS**

1.6.4 Method Of Performance/Approach

Proposers should present detailed information regarding the proposed method of performance emphasizing safety, industry standards, innovation, and sustainability, etc.

It is the Proposer's responsibility to make sure all services proposed are adequately described. It should not be assumed that the evaluators have specific knowledge of the services proposed. Please complete and attach **APPENDIX E – METHOD OF APPROACH/PERFORMANCE** and **APPENDIX F – MSDS AND PRODUCT LIST**

1.7 EVALUATION CRITERIA

Evaluation Criteria	Max Score
Experience & Qualifications	30
Method of Performance/Approach	30
Cost Proposal	20
Material Safety Data Sheets And Product List	10
References	10
Total	100

The City may schedule interviews with the 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 proposal, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.
- 2.1.3** Proposers must provide their own materials and tools for this contract. Proof of samples and examples of current inventory will be provided in the proposal for evaluation.

2.2 GUARANTEE TO ACCOMPANY PROPOSAL

- 2.2.1** If the cost proposal is greater than \$30,000.00, then proposals must be accompanied by a certified check or cashier's check or acceptable performance bond in an amount not less than five percent (5%) of the amount proposal per section, and failure to submit a performance bond will be cause for rejection.

2.3 AUTHORITY TO SIGN

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

2.4 RIGHTS RESERVED

- 2.4.1** 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 it deems the best value. In arriving at this decision, full consideration will be given to the experience and qualifications of the Proposer, cost, work of this type successfully completed and past performance with the City of Norcross.

- 2.4.2** 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 inform themselves fully 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.
- 2.4.3** Any unauthorized additions, conditions, limitations, or provisions attached to the proposal shall render it informal and may be cause for rejection.

2.5 AWARD OF CONTRACT

- 2.5.1** The contract will be awarded to the most qualified firm whose proposal will provide the best value 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.
- 2.5.2** 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.
- 2.5.3** Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, contract cancellation or re-advertising of any and/or all these contracts.
- 2.5.4** Prior to execution of a Contract, if the contract amount is greater than \$30,000.00, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount per section, must be provided by the successful Proposer by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher and satisfactory to the City of Norcross. Bonds given shall meet the requirements as listed in this RFP.

2.6 PRODUCTION REQUIREMENTS

- 2.6.1** 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 specifications in the RFP.

2.7 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.7.1** Payment shall be provided based on the cost schedule provided in Vendor's response. Vendor shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to **John Davis, Public Works Superintendent at jdavis@norcrossga.net**. The invoice shall contain a complete itemization of services. The total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents.

2.8 LOCATION AND SITE(S)

- 2.8.1** The site(s) of the proposed work is as provided in Appendix B. All work is within City limits of the City of Norcross, Georgia.
- 2.8.2** 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 the appendices or as directed by the Department of Public Works, Utilities and Parks.
- 2.8.3** The Vendor, before submitting a proposal 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). There will be a site visit to all locations during the mandatory pre-proposal meeting on **October 11, 2023, at 9:00 a.m.**

2.9 NON-COLLUSION

- 2.9.1** 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.

2.10 MATERIALS

- 2.10.1** 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.

2.10.2 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.

2.11 CONTRACT REQUIREMENTS

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

2.11.1.1.1 Return to the Department of Public Works, Utilities & Parks contract documents executed by the authorized representative attested by the corporate secretary treasurer.

2.11.1.1.2 Provide Insurance Certificates as specified in the RFP Checklist.

2.11.1.1.3 Provide bonding as required by the RFP documents.

2.11.2 Failure to execute the Contract, Contract Performance Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the guaranty, 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. The Contract and Contract Bonds shall be executed in duplicate.

2.12 SCHEDULE

2.12.1 Schedule: The Vendor shall provide to jdavis@norcrossga.net a schedule and names of personnel to complete services to make sure the appropriate City Staff is available to provide access to buildings.

APPENDIX A
RFP PWUP 23-16
SCHEDULE OF EVENTS

Event	Date
Release of RFP	October 2, 2023, at 11:00 a.m.
Pre-proposal Meeting	October 11, 2023, at 9:00 a.m.
Deadline for Written Questions	October 13, 2023, at 5:00 p.m.
Proposals Due	October 27, 2023, at 11:00 a.m.
Evaluation Complete	TBD
Contract Award	TBD

Attachment: RFP PWUP 23-16 (23-6798 : RFP for Pest Control Services)

APPENDIX B
RFP PWUP 23-16
LOCATIONS

Location

The Rectory
Welcome Center
Cultural Arts & Community Center
City Hall
Police Department
Public Works, Utilities & Parks
Police Annex Building
Kudzu Art Zone

Address

17 College St.
189 Lawrenceville St.
10 College St.
65 Lawrenceville St.
65 Lawrenceville St.
345 Lively Ave.
168 Wingo St.
118 Carlyle St.

APPENDIX C
RFP PWUP 23-16
REFERENCES

Attachment: RFP PWUP 23-16 (23-6798 : RFP for Pest Control Services)

APPENDIX D
RFP PWUP 23-16
PERSONNEL QUALIFICATIONS

Complete the following for employees that will be working on this project. List any previous work pertinent to the RFP specifications that have been performed for other public entities, local government, or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING/CERTIFICATI

Attachment: RFP PWUP 23-16 (23-6798 : RFP for Pest Control Services)

APPENDIX E
RFP PWUP 23-16
METHOD OF PERFORMANCE/APPROACH

Please detail your method of performance/approach here.

Attachment: RFP PWUP 23-16 (23-6798 : RFP for Pest Control Services)

APPENDIX F
RFP PWUP 23-16
MATERIAL SAFETY DATA SHEETS (MSDS) AND PRODUCT LIST

Please attach your MSDS and Product List here.

Attachment: RFP PWUP 23-16 (23-6798 : RFP for Pest Control Services)

APPENDIX G
RFP PWUP 23-16
COST PROPOSAL

In a separate envelope, please include a monthly, annual, and 3-year line-item breakdown and lump sum fee for all locations.

APPENDIX H

RFP PWUP 23-16

PACKET CHECKLIST

PROJECT: _____

DATE: _____

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

- _____ Packet Checklist (attached to proposal package)

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

- _____ Bond or Certified Check if cost proposal over \$30,000

- _____ Certificate of Liability Insurance

- _____ E-Verify Contractor & SAVE Affidavits

- _____ Mail or deliver to:
 PWUP Department
 Attn: Christabel Ghansah, Capital Projects Manager
 City of Norcross
 345 Lively Avenue
 Norcross, GA 30071

Attachment: RFP PWUP 23-16 (23-6798 : RFP for Pest Control Services)

References for _____

Please provide a list of contact numbers, addresses and a contact person from three (3) jobs completed having similar specification within the metro-Atlanta area.

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

1. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

2. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

3. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____



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

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

City of Norcross

Legislation Details (With Details)

File #:	23-6799	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/5/2023 6:30 PM	In Control:	Mayor and Council
Title:	Commercial Solid Waste Services Fees		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Commercial Solid Waste Service Fees FY 24](#)
2. [Sixth Addendum to the Exclusive Contract for Solid Waste, Recycling, and Yard Waste Services](#)

Title

Commercial Solid Waste Services Fees

Drafter

Eric Johnson

Motion

A motion to Approve/Deny commercial solid waste services fees effective September 1, based on a ten percent markup over the fees charged to the City of Norcross by Waste Management except for a five percent markup of disposal fees, and amend the total Solid Waste Fund budget to \$5.4 million in sources and uses.



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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: September 5, 2023 – Mayor and Council

Item No.: 23-6799

Title: Commercial Solid Waste Services Fees

Recommendation – Approve commercial solid waste services fees effective September 1, based on a ten percent markup over the fees charged to the City of Norcross by Waste Management except for a five percent markup of disposal fees, and amend the total Solid Waste Fund budget to \$5.4 million in sources and uses.

Background – The City extended a contract, effective September 1, 2023, with Waste Management for five years. The City Council previously approved retaining the current residential services fee of \$295 annually for one solid waste bin and one recycling bin. That reflects a \$25.76 annual discount from what Waste Management charges the City. The City Council also approved retaining the current senior discounted fee of \$147.50 annually. The residential discount costs the City approximately \$116,000, while the senior discount costs the City approximately an additional \$90,000 annually. Since the City operates solid waste as an enterprise (like a business, where revenues should cover all costs), those residential subsidies as well as the City's cost of operating the solid waste enterprise (billing and collections, oversight, etc.) need to be recovered from non-residential/commercial billings. The recommended markups are intended to cover the residential subsidies and the City's projected operating costs of about \$130,000 annually. Should the non-residential charges appear to exceed or to fall short of needed revenue, the non-residential charges could be adjusted during the year (while residential charges previously set for FY 24 are only set on an annual basis so they can be included in tax bills).

The City adopted the sixth addendum to the exclusive contract for solid waste services, recycling, and yard waste services (attached) that reflects the collection rates that Waste Management will charge the City, effective September 1. The City will charge 110% of those charges to commercial customers except for the disposal charge, for which the \$58.00 fee from Waste Management will be marked up 5% (105% of \$58.00 equals \$60.90 per ton).

Financial Impact –

The impact of the increases will vary depending on which commercial services a customer requires. One change in how roll off customers will be billed is that they previously paid a flat fee for hauling and disposal unless the weight exceeded 4 tons, in which case there was a supplemental fee for excess tonnage. Under the new billing method, there is a price per haul and a price for disposal based on the entire weight disposed. The following information presents how fees would change for some of the most common commercial customer bills:

	Current Fee:	New Fee, eff. 9/1/23:
2-yard frontload dumpster 1x per week:	\$72.57	\$75.88
4-yard frontload dumpster 1x per week:	\$94.91	\$99.41
8-yard frontload dumpster 1x per week:	\$144.59	\$151.62
8-yard frontload dumpster 2x per week:	\$260.53	\$272.93
Frontload dumpster relocation:	\$91.02	\$110.00
Frontload dumpster extra pickup:	\$69.81	\$82.50
30-yard roll off rental:	\$203.10	\$165.00
30-yard roll off haul/disposal:	\$477.90 plus \$53.52/ton over 4 tons	\$302.50 plus \$60.90/ton
<i>Illustration: 30-yard roll off rent/haul/disposal</i>		
<i>With 3 tons</i>	\$681.00	\$650.20
<i>With 4 tons</i>	\$681.00	\$711.10
<i>With 4.5 tons</i>	\$707.76	\$741.55

Total Solid Waste Fund revenue and expenditures are projected to be \$5.4 million.

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

Attachments –Sixth Addendum to the Waste Management contract.

Next Steps – Public notice of proposed rate changes will be advertised following the Policy Work Session since rate changes will be effective September 1.

SIXTH ADDENDUM TO THE EXCLUSIVE CONTRACT FOR SOLID WASTE, RECYCLING, AND YARD WASTE SERVICES

WHEREAS on September 1, 2004, the City of Norcross, Georgia acting by and through its duly elected Mayor and Council (hereinafter referred to as “the City”) and Advanced Disposal Services Atlanta, LLC, which has merged into Georgia Waste Systems, LLC, (hereinafter referred to as “the Contractor”) entered into that certain Exclusive Agreement (“the Agreement”) for Services pertaining to the collection of residential and commercial solid waste and recycling in the City, and

WHEREAS, on July 6, 2009, the City acting by and through its duly elected Mayor and Council agreed to the First Amendment to said contract extending the term until August 31, 2012, and modifying and amending the Agreement to include unlimited collection of yard waste among other improvements, and

WHEREAS, on August 1, 2011, the City acting by and through its duly elected Mayor and Council agreed to the Second Amendment to extend the contract terms until August 31, 2017, modifying and amending the Agreement to enhance the City’s recycling program and include other improvements, and

WHEREAS, on June 5th, 2017, the City and Contractor agreed to a Third Amendment extending the term to expire August 31, 2022, modifying and improving the City’s overall program to achieve maximum sustainability and to add yard waste service once a week instead of twice a week, and

WHEREAS, on April 2nd, 2018, Mayor and Council voted to accept Contractor’s offer to enhance the City’s residential recycling program to once per week instead of once every other week starting June 1, 2018 with the parties’ agreement memorialized in a Fourth Addendum, and

WHEREAS, on April 4th, 2022, the City and Contractor agreed to a Fifth Amendment extending the term to expire August 31, 2023 and adjusting the compensation rates effective September 1, 2022, and

WHEREAS, the City and Contractor desire to enter into this Sixth Amendment, to the Agreement extending the term for an additional five years through August 31, 2028 and adjusting Contractor’s compensation effective September 1, 2023, as more fully set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreement herein set forth, the City and Contractor hereby agree to the terms of this Sixth Amendment as follows:

1. Accuracy of Recitals The recitals set forth above are true and correct and are incorporated herein by reference.
2. All defined terms not otherwise defined herein shall have the same meaning ascribed to them in the Agreement and all subsequent amendments described in the recitals.
3. Section 3.1 (Services Provided) is hereby amended and restated as follows:

3.1 Service Provided.

- (a) Defined Terms—for the Purpose of this Section, the following terms shall refer to and be defined accordingly:

Applicable Residential Services: shall refer to all residential services selected by the City. Such services shall be any or all of the itemized residential services in Table” R.1” of Exhibit “D”.

Overloading: shall refer to the overloading of all commercial waste containers whereby the waste in the container exceeds the volume of the container such that waste extrudes from the general confines of the container.

Term Year: shall mean the period between September 1 of a contract year to August 31 of the following calendar year.

- (b) As of the effective date of this Agreement, the Contractor shall provide all services itemized in the attached Exhibit “D” at the corresponding per household monthly rate. Prior to each Term year, with at least ninety (90) days’ notice to the Contractor, the City may request a change to the scope of its residential services by amending, declining, or adding recycling and bulk trash services. Upon receiving such notice, the Contractor shall submit a proposal for the services according to the change request providing for the allocated monthly cost in a form substantially similar to that form in Exhibit “D” (“Residential Change Proposal”). Such Residential Change Proposal must be submitted sixty (60) days before the end of the Term Year.

The City may elect to accept the Residential Change Proposal in which case, the amendment to services and costs shall be effective for that Term Year described in the proposal. If the City declines the Residential Change Proposal, the Contractor shall continue to provide the services provided in the Term Year in which the subject Residential Change Proposal was submitted at the corresponding rate, including any adjustments as provided in Section 5.3. At the end of the Term Year following a rejected Residential Change Proposal, the City may terminate this Agreement but only after providing at least ninety (90) days’ notice.

By way of example only, if the City requests an amendment to the scope of residential services for the Term Year 3 but the City ultimately rejects the corresponding residential change proposal, the Contractor shall continue to provide the same services provided (at the same rate, subject only to adjustments) in Term Year 2 for the duration of Term Year 3. The City may terminate this Agreement at the conclusion of Term Year 3 by giving notice ninety (90) days before the conclusion of Term Year 3.

- (c) Contractor shall collect all Applicable Residential Services from each Residential Premises one (1) time per week at the Curbside, except that bulk trash services shall be available by call to the Contractor. The occupant of the Residential Premises shall place the items at the Curbside by 6:30 AM on the designated collection day. The occupant shall use the Contractor owned 95 gallon cart for garbage, the Contractor owned 18 gallon tub for recyclables, and Customer owned heavy duty plastic container or plastic/paper bags for yard waste.

- (d) Contractor shall collect Garbage and or Recyclables from each Commercial Premises using contractor owned front end load and roll off containers at such capacity and frequency of producer's volume at the specified rates in Exhibit A. Front end load and roll off containers must be placed in an accessible location on hard surfaces. Commercial customers shall be responsible for maintaining such surfaces. The City reserves the right to amend the placement of containers allowing for safe and efficient service by Contractor. The City shall notify the Contractor on a daily basis of all service requests for extra pick ups. Overloading is the responsibility of the producer and shall result in an overage charge in accordance with Exhibit D, except that, where the Contractor has failed to timely provide service on the customary weekly schedule to a commercial vendor, no overage shall be payable. Any damage to equipment, containers, or trucks owned by the Contractor due to improper loading, overloading, or loading with improper material, will be the responsibility of the producer. Offloading will be the responsibility of the producer. Damage to trees, shrubs, underground water lines, sewer lines, gas lines, driveways, pavement, etc., at the construction site will be the responsibility of the producer, except where caused by the negligence of the Contractor.
 - (e) Contractor shall provide curbside/alleyway collection of 95 gallon carts for Commercial Hand-load Customer to all Commercial units which do not generate sufficient garbage to warrant front end load or roll off containers. Such services will be once a week as set forth in Exhibit D.
 - (f) Contractor shall provide leaf vacuuming services to the City between October and February of each Term Year. Contractor shall provide such services by vacuuming leaves on the Curbside of each residential and Commercial Property in the City. Such services shall be provided in a consistency such that the entirety of the City shall receive service every ten (10) days.
- 4. Section 5.1 is amended to add Exhibit "D" indicating the appropriate rates of compensation to be paid by the City to the Contractor effective September 1, 2023 for the services performed.
 - 5. Section 5.2 is hereby deleted.
 - 6. Section 5.3 (Rate Adjustments Due to Significant Changes) is hereby deleted, and the following Section 5.3 is inserted in lieu thereof:
 - (a) The CPI adjustment on all of Contractor's Collection Rates shall continue to take effect each September 1 during the term of the Agreement beginning September 1, 2024. Notice of any increase in pricing caused by CPI adjustments shall be provided no later than July 1 and shall be based on the immediately preceding published CPI numbers. The CPI index used for this extended term shall be 100% of the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, (WST CPI) published by the Bureau of Labor Statistics, U.S. Department of Labor ("C.P.I."). No CPI adjustments shall exceed 7% on an annual basis.
 - (b) Extraordinary Rate Adjustments-The Collection Rates are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the annual CPI adjustment provided above, Contractor's Collection Rates shall, upon written request to and approval by the City, be further adjusted on an interim basis to fully capture increased costs and lost revenue associated

with performance of the Services hereunder due to any one or more of the following cause:

- Material changes in Contractor's costs or revenues resulting from a Force Majeure Event (as defined by Section 8 of the Agreement, *infra*),
- Changes in the scope or method of services provided by Contractor or other changes or fees required, initiated, or approved by the City, except that this provision shall not pertain any modification of the service agreement contemplated within this agreement,
- Any change in applicable law, statute, rule, regulation, ordinance, order, or requirement of any federal, state, regional or local government that is enacted after the Effective Date of this Amendment,
- Increase in surcharges, fees, assessments, or taxes levied by federal, state, or local regulatory authorities or other governmental entities related to the Collection Services, or
- Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs.

If Contractor requests a Collection Rate adjustment pursuant to this Subsection, it shall prepare a written adjustment request setting forth its calculations of the increased costs/lost revenue, the accompanying adjustment to the Collection Rates necessary to offset such increased costs/lost revenue, and the expected duration of the event causing the adjustment. Any initial request for an Extraordinary Rate Adjustment must expire by its terms upon the conclusion of the extraordinary event or, at the latest, ninety (90) days from approval. However, Contractor may renew any Extraordinary Rate Adjustment for a period of thirty (30) additional days if, upon providing a written request setting forth calculations of the increased costs/lost revenue at least seven (7) days before expiration, cause for the extension is shown and agreed upon by the City.

City may request documentation and data reasonably necessary to evaluate such request by Contractor, and may retain an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with applicable law, to protect the confidential or proprietary nature of any data or information supplied by Contractor.

The City shall approve or disapprove the Collection Rate adjustments within ninety (90) days of Contractor's request. Notwithstanding the foregoing, if the request is based upon any new or increased third party fees, taxes, or regulatory assessments, the City shall approve the interim Collection Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments, or charges are passed on to Customers by the date the same are effective.

In the event that the City elects to disapprove the Collection Rate adjustments or any renewal thereof, the dispute shall be referred to an arbitration provider in Atlanta, Georgia within three (3) business days. An arbitration panel shall be determined in accordance with the rules and procedures set forth by the American Arbitration Association. The parties hereby agree to be bound by the final decision of the arbitration panel.

7. Section 8 (Force Majeure) is hereby deleted, and the following Section 8 is inserted in lieu thereof:

Except for the obligation to pay for services actually rendered, neither party hereto shall be liable for failure to perform hereunder due to unforeseeable contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation landslides, lightening, flood, hurricane, tornado, storm severe weather, freezing, or any other natural disasters or the imminent threat of such natural disasters), epidemics and pandemics, labor shortages, quarantines, civil disturbances, blockades, labor unrest (e.g. strikes, lockouts, or other labor disturbances), declarations or acts of domestic or foreign governments, or compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event").

Should a Force Majeure Event occur, Contractor shall provide an emergency services plan within five (5) business days of the event. The plan shall describe, at a minimum, the anticipated reduction in services, the duration of time during which the Contractor anticipates the reduction in services will continue, any and all changes in the service delivery during the pendency of the Force Majeure Event, and any anticipated modifications to the delivery of services that will be made to remediate the impact of the Force Majeure Event including variations of routes and schedules as may be deemed necessary. The City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed as a result of increased or decreased frequency resulting from a Force Majeure Event such that payment is proportional to the increase or decrease in services delivered.

8. Section 10 is hereby deleted, and the following Section 10 is inserted in lieu thereof:

The term of this Sixth Amendment to the Agreement shall begin on September 1, 2023 and continue for a period of five (5) years (the "Term"). The parties agree that this Agreement shall be subject to the requirements of O.C.G.A. § 36-60-13 and shall be a year-to-year contract during the Term and shall automatically renew at the close of each calendar year unless the City provides written notice to the Contractor, at least thirty (30) days prior to the expiration of the calendar year, of its intent not to renew the Agreement for the next calendar year. In the event that the City exercises its right to terminate the Agreement at the conclusion of a calendar year, the Agreement shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year.

Pursuant to Section 5.2 hereof, the Contractor or the City shall also have the right to terminate this Agreement pursuant to Section 17.1 or at the end of the initial term or any renewal term.

9. Ratification The City and Contractor agree that all other terms and conditions of the Agreement and First, Second, Third, Fourth, and Fifth Amendment shall remain unchanged and in full force and effect other than as modified. Upon execution of the parties, this Amendment shall be attached to and form a part of the said Agreement.
10. This Sixth Amendment is hereby incorporated into the Agreement, which together with the Agreement, and prior amendments, and any Exhibits attached thereto or hereto, contains the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Amendment and the Agreement shall be of no force and effect.

City of Norcross

Unofficial Witness

Mayor

Unofficial Witness

Tracey Schrader, President

Exhibit D- Collection Rates

RESIDENTIAL SERVICES**Table R.1.**

Services	Rates
MSW	\$23.45
Recycle	\$3.28
Total Per Month	\$26.73

Number of homes 4479

Existing Residential Carts

COMMERCIAL SERVICES

Commercial Carts Downtown Norcross with a 95 gallon cart
 Garbage, \$26.43/month, 2nd cart \$18.20 per month Recycle,
 \$18.96/month, 2nd cart \$18.20 per month

Table C.1.

Front End Load Garbage Service	Monthly Charge
1-2x1	\$68.98
1-2x2	\$115.08
1-2x3	\$161.31
1-4x1	\$90.37
1-4x2	\$155.89
1-4x3	\$219.86
1-4x4	\$361.49
1-4x5	\$383.37
1-6x1	\$114.07
1-6x2	\$200.60
1-6x3	\$287.09
1-6x4	\$375.27
1-6x5	\$460.14
1-8x1	\$137.84
1-8x2	\$248.12
1-8x3	\$358.15
1-8x4	\$468.46
1-8x5	\$578.65

Extra pick up charge \$75, overage charges \$100 per occurrence

Table C.2

Front Load Cardboard Recycle Service	Monthly Charge
1-8x1	\$105.00
1-8x3	\$196.00
1-8x4	\$287.00
1-8x5	\$378.00
1-8x6	\$469.00

Contamination and Extra pick up charge \$75

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Temp Roll Off Service	Monthly Rental	Haul Charge	Disposal Charge
20 yard temp	\$150.00	\$225.00	\$58/ton
30 yard temp	\$150.00	\$225.00	\$58/ton

Trip charge and re-locate charge \$150

Perm Roll off Service	Monthly Rental	Haul Charge	Disposal Charge
20 yard Open top	\$150.00	\$275.00	\$58/ton
30 yard Open top	\$150.00	\$275.00	\$58/ton
12 yard compactor	\$550.00	350	\$58/ton
35 yard compactor	\$550.00	400	\$58/ton
40 yard Compactor	\$550.00	400	\$58/ton

Trip charge and re-locate charge \$150

Glass recycling 20 yard, \$600 per haul



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

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

City of Norcross

Legislation Details (With Details)

File #:	23-6802	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/5/2023 6:30 PM	In Control:	Mayor and Council
Title:	RFP – Smart Parking Downtown Norcross		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report- RFP for Smart Parking](#)
2. [Smart Parking - RFP Proposal](#)
3. [Scope for Downtown Parking](#)

Title

RFP – Smart Parking Downtown Norcross

Drafter

Dr. James Trent

Motion

A motion to Approve/Deny the issuance of a Request for Proposals (RFP) soliciting the services of a qualified vendor to provide smart parking in the Downtown Norcross area.



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

Agenda Report

To: Mayor and Council

From: Dr. James Trent, IT Director

Meeting Date: September 5, 2023 – Mayor and Council

Item No.: 23- 6802

Title: RFP – Smart Parking Downtown Norcross

CC: Eric Johnson, City Manager

Recommendation

The IT Department is requesting approval from the Mayor and Council to proceed with the issuance of an RFP soliciting the services of a qualified vendor to provide smart parking in the Downtown Norcross area.

Background

The City of Norcross has a very active and engaging downtown area. One of the documented concerns of citizens is parking. A parking study was done in 2019 to identify all the parking spaces and some obstacles to parking. The IT Department would like to deploy the “smart parking” concept using technology in three phases. Phase one: Identify parking spaces in downtown Norcross. Phase two: Inform citizens where to park by using apps and information boards throughout downtown. Phase three: A fee system that will be deployed once the space has been occupied after a specified time frame has been determined by the Mayor & Council.

Financial Impact

The RFP/Bid process will determine the financial impact.

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

This project is consistent with the City’s adopted Comprehensive Plan as it relates to Goal 6: Further to the City’s Tradition of Strong Leadership and a High Level of Quality Services

Next Steps

Issue RFP upon Council approval.

Attachments

Smart Parking - RFP Proposal

Scope for Downtown Parking

Update

N/A

City of Norcross IT Department

Request for Proposal (Smart Parking – Downtown Norcross)

Smart Parking – Downtown Norcross

Request for Proposal (IT- 0324)

PROJECT SCOPE – See attached documentation

INSTRUCTIONS

All bids must be submitted by October 16^h 2023, @ 11:00 AM to the address below: Please submit one hard (paper) and one electronic PDF to James.Trent@norcrossga.net

Dr. James Trent
City Hall/IT Department
65 Lawrenceville Street
Norcross, GA 30071

Please request bidding documents/specifications and submit questions via e-mail only. Submit questions/requests to James Trent via email at James.Trent@norcrossga.net

All questions/requests must be submitted via e-mail prior to October 2nd, 2023.

We appreciate your interest in the City of Norcross!

SPECIFICATIONS

This project will consist of the attached scope for the City of Norcross, IT Department.

REQUIREMENT

Estimates must include labor and all materials as specified; no substitutions for materials are allowed unless approved by owner.

I. GENERAL CONDITIONS

BIDDERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR BID

A. Qualifications

1. Bids will be considered only from experienced and well-equipped vendor(s) engaged in work of this type and magnitude.
2. Bidders may be required to submit evidence setting forth qualifications, which entitle his or her company for consideration as a responsible vendor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing of equipment available for use on this work. Before accepting any bid, the City may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.

B. Guarantee to Accompany Bid

1. If the proposer's bid is greater than \$350,000.00, Bids must be accompanied by a certified check or cashier's check or acceptable bid bond in an amount not less than five percent (5%) of the amount bid per section, and failure to submit a bid bond will be cause for rejection.

C. Authority to Sign

1. The Bidder should ensure that the legal proper name of his proprietorship, firm, partnership and/or corporation is printed or typed in the space provided on the Schedule of items.

D. Rights Reserved

1. City of Norcross reserves the right to reject all Bids, to waive informalities or to re-advertise. It is understood that all Bids are made subject to this agreement, that City of Norcross reserves the right to decide which Bid it deems lowest and best. In arriving at this decision, full consideration will be given to the reputation of the Bidder, their financial responsibility, and work of this type successfully completed and past performance with the City of Norcross.
2. Bidders are advised to examine Plans and Specifications carefully and to make examinations of the site of the proposed work as are necessary to familiarize themselves with location conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully regarding conditions. The City of

Norcross will not be responsible for the Bidders errors or misjudgment, nor for any information on location conditions or general laws and regulations.

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

E. Award of Contract

1. The contract will be awarded to the lowest responsive and responsible bidder whose bid will be most advantageous to the City, price and other factors considered. The City is to make the determination.
2. The bid evaluation will be made on the following criteria:
 - i. Bid price
 - ii. Compliance with specification
 - iii. Qualifications of personnel
 - iv. Commitment to complete work on a timely basis
 - v. References
3. Prior to award of the Contract, the successful bidder will be required to submit a implementation schedule to the City, demonstrating the bidder's ability to commence and proceed in a timely manner. A bidder's failure to demonstrate the ability to proceed as required may result in the award to the next lowest, responsive, and responsible bidder, as deemed in the City's best interest.
4. Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, the award of any and/or all of the Bidder's contracts to the next lowest responsible bidder or the re-advertisement and re-bidding of any and/or all of these contracts.
5. Prior to execution of a Contract, if the contract amount is greater than \$350,000.00, 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.

F. Production Requirements

1. Time is of the utmost importance of this project. The successful bidder will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work within 90 Days.

G. Progress Payments and Retainage

1. After work has commenced, progress payments shall be made least monthly, based on the value of work completed as provided in the contract documents plus.

1. The City shall retain a maximum of 10 percent of each progress payment; provided, however, when 50 percent of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage.

H. Location and Site

1. The site of the proposed work 65 Lawrenceville Street, Norcross GA 30071 which is the address of City Hall.
2. The Vendor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications as directed by the IT Director.
3. The Vendor, before submitting a bid is encouraged to visit the site and acquaint themselves with the actual conditions and the location of any and/or all obstructions that may exist on the site. The site visit must be confirmed by the IT Director/IT Manager or IT Specialist.
4. The Vendor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

I. Compliance with OSHA Standards and Regulations

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.

J. Non-Collusion

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

K. Materials

1. Unless otherwise specified in the Contract Documents, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the completion of the Work.
2. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties

and guarantees required by the Specifications shall expressly run to the benefit of Owner.

L. Inspection

City of Norcross does not commit to have a full-time inspection or testing of work while in progress or at sources of materials furnished. Any lack of inspection and/or testing will in no way relieve the Contractor of his responsibility to provide quality workmanship in accordance with the specifications. Any test ordered under the supervision of the City that fail to meet standards and retesting is required will be at the vendors expense.

M. Contract Requirements

1. Successful vendor is required to do the following within ten (10) days of Notice:
 - a) Return to IT Director the contract documents executed by the authorized representative.
2. Failure to execute the Contract within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the bid guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next lowest, responsible bidder, or the work may be re-advertised.

N. Miscellaneous Provisions

1. **Work Hours:** No work shall take place on Saturday or Sunday unless approved by the City of Norcross. The vendor shall submit to the City of Norcross a written request at least three (3) days prior to perform weekend work.
2. Disposal of Refuse: The vendor shall be solely responsible for disposing of materials 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) daily. The Contractor will not be permitted to burn any of the materials on site or within the boundary limits of Norcross, Georgia. The City is contracted with Waste Management; thus the contractor must use their services for waste removal.

BID PACKET CHECKLIST

PROJECT: _____

BID DATE: _____

Enclosed with this Bid Packet are the following Forms and instructions. Use this checklist to ensure you have properly completed all Forms. You must return the following pages to be eligible for consideration of this project.

- _____ Two Hard Copies & One Electronic Copy of Bid
- _____ Certificate of Liability Insurance
- _____ E-Verify Contractor & SAVE Affidavits
- _____ Reference Page
- _____ Email Proposal to: City of Norcross
65 Lawrenceville Street
Norcross, GA 30071
Attn: Dr. James Trent, IT Director

Attachment: Smart Parking - RFP Proposal (23-6802 : RFP - Smart Parking Downtown Norcross)

References for _____

The Vendor must provide at the time of bid opening a list of contact numbers, addresses and a contact person from three (3) jobs completed having similar specifications.

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

1. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

2. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

3. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

Principles and Objectives:

The City of Norcross is looking to become a leader in smart city initiatives and recognizes the opportunity to use smart parking technology to promote user-friendly and efficient parking management for the parking public, balance enforcement needs, collect appropriate fees for the use of valuable land to park vehicles, and automatically collect data and report pertinent performance measures to the benefit of the City. The principles and objectives of this pilot project are multi-fold and include:

Project Goals:

The Pilot Project – Parking Management System will have three phases:

Phase 1: Comprehensive and expansive parking study to identify all parking areas in Downtown Norcross. The vendor will be provided with the parking study done in 2019 by the City of Norcross.

Phase 2: Implementation/Operation of the Pilot Project – Parking Management System.

Phase 3: Fee Schedule, Future Expansion Goals, and Third-Party Integration.

Deliverables:

The Vendor shall provide a phasing plan and timeline. This plan should include what, how, when, and where components listed in this RFP will be rolled out and the timeline, and strategy for each phase at a high level.

The Vendor will develop a detailed operating plan, called the Pilot Project Plan, for the Parking Management System. The Pilot Project Plan will detail all aspects of operations including, but not limited to, proposed technology uses; technology deployment types, locations, methods, and schedule; etc. branding, signing, geometric design, fee collection, facility maintenance, and customer service procedures.

Scope of Work

The Vendor must have a fully developed, currently active technology-based parking management system and data collection service. The Vendor will be responsible for the design and delivery of the system and for the management of all phases of the project. The Vendor will bear all technical, operational, integration, implementation, functional, and financial responsibility. The Vendor shall work under the direction of, and in coordination with, the City of Norcross in providing all required services. The Vendor must provide detailed information regarding their system in terms of End User Agreements (EUAs), registration options, payment options, and customer account management information and options.

The system must have an interface for monitoring parking management information such as real-time parking space/area availability, time expiration notification, analysis, and reporting. Mapping interfaces should reflect industry standards (Google Maps, Esri, etc.). Additionally, data must be made available via API for additional uses in other systems. The system must be able to collect several types of data from the various parking locations, including, but not limited to, occupancy rates, peak hour parking, average parallel parking time, loading zone use, and monitor time-limited spaces and average parked time, heat map, and behavioral patterns for various vehicle types. All information and expected data/analytics developed for this task shall be included in the Pilot Project Plan.

In addition to the data collected the Vendor will identify other available performance measures to report for the pilot project purpose. The Vendor may need to design, develop, analyze, and/or extrapolate collected data to report on all identified performance measures. Any applications or analytics developed by the Vendor shall be open source and remain the property of the City upon completion of the project. All information and expected data/analytics developed for this task shall be included in the Pilot Project Plan.

After an appropriate amount of time, and during the Parking Management System pilot project, as agreed to by the Vendor and the City, the Vendor shall compile the data and aggregate the performance measures into meaningful output and draw conclusions.

The Vendor shall allow the City access to the back-office management system to provide information on identified performance measures, reporting, trends, productivity, and revenue collection. It is anticipated that any cameras or other technology deployed will be accessible through the data portal. The City shall retain ownership of all data collected, design of and all analysis performed, and all final performance reports at no cost to the City.

To the extent they are needed, infrastructure needs, such as power requirements, communications, and backhaul requirements, must be detailed to ensure that needed elements are in place or can be put in place before deployment. All existing communications already established in the field must be maintained during the pilot program. Any needed survey work is to be included as Vendor deems appropriate at Vendor's sole cost. Additional right-of-way is not anticipated to be required for this project. Any maintenance of traffic needed to deploy the pilot project must be included in the Pilot Project Plan.

The Vendor shall work with the City of Norcross to develop a marketing plan and materials, incorporating any City of Norcross-supplied logos, signs, or other resources, before deploying Phase 2 of the project. The Vendor shall package the marketing plan and materials and provide them to the City of Norcross thirty (30) days before Phase 2 implementation; including effective strategies and advertising, implementation; including but not limited to signs, community outreach, and any support necessary to implement the program. The plan should focus on the education of system use and payment process and be included in the Pilot Project Plan.

The Vendor shall propose a financial plan and back-office system to distribute collected funds. The City intends that the Vendor may recoup any infrastructure, sign/graphic decals production and installation costs, enforcement integration, ongoing program, and other costs via the financial plan, and the cost of the pilot project will be at no cost to the City. The financial plan and back-office system must be documented and communicated to the City. All needed further communication to the end user will be the responsibility of the Vendor and approved by the City of Norcross before implementation. The Vendor cannot make any changes to the financial plan and/or back-office system for the term of the contract without the prior approval of Dublin.

The Vendor shall provide onsite and/or web-based training for authorized City of Norcross personnel to navigate and use the back-office system including, but not limited to, access to all data related to the system for enforcement, adjudication, financial accountability, revenue reconciliation, management and any other functions required by City of Norcross as needed.

The Vendor shall recommend a methodology to measure the progress and success of the pilot project. The Vendor shall advise the City regarding project expansion to other areas of the City, potential improvements, and next steps.

Interim reports documenting each stage of the project shall be prepared by the Vendor. A final report, including an Executive Summary, shall also be provided by the Vendor to formally document all stages of the project and its outcomes and conclusions.

Fee payment system:

Fee payment system: The Service Provider will create a fee payment system by which users can pay parking fees using a smartphone application. The City of Norcross would like the payment system to:

Register the beginning and end of a parking event through a text message or a smartphone application.

Send an alert when the duration of the parking event is about to exceed the user's balance.

Send a response/confirmation message for all user actions, the ability to differentiate charges based on: type of vehicle, duration of the parking event, location, and time of day.

- The Vendor shall be able to demonstrate that the application meets or exceeds industry standards for encryption, security, and privacy.
- The Vendor shall be able to demonstrate that the application has been tested for common security vulnerabilities including SQL injection, cross-site scripting, cross-site request forgery, and others.
- The Vendor shall be able to provide reporting functions for all data fields recorded by the application at the transactional level. These reports will be made available to the City in a format agreed upon by both parties.

- The Vendor shall propose a flow of funds for the application. At a minimum, the city expects to receive revenue monthly.

Future Expansion Goals and Third-Party Integration

The system must be capable of future data collection needs, including, but not limited to violations, EV parking space occupancy, special event management, permit parking management, employee parking/reserved spaces occupancy/violations, pre-purchased parking, parking garage availability, and a sustainability benefit dashboard to demonstrate carbon footprint reduction and stormwater management, as examples.

The system should have the capability to integrate with license plate recognition (LPR) software and police surveillance needs.

The Service Provider should allow for possible integration with existing online payment instruments like bank payment accounts and allow for the integration of User Accounts with a common transport payment system (Apple Pay, Cash App, and Zelle).

Deliverables

Phasing Plan: The Vendor shall provide a phasing plan and timeline. This plan should include what, how, when, and where components listed in this RFP will be rolled out and the timeline, and strategy for each phase at a high level.

Operating Plan: The Vendor will develop a detailed operating plan, called the Pilot Project Plan, for the Parking Management System. The Pilot Project Plan will detail all aspects of operations including, but not limited to, proposed technology uses; technology deployment types, locations, methods, and schedule; etc. branding, signing, geometric design, fee collection, facility maintenance, and customer service procedures. The Vendor will prepare detailed Parking Management Plans for all block faces and parking lots assigned to the Vendor. The Pilot Project and Parking Management Plans, and any modifications to them, must be approved by the City of Norcross before implementation. The Vendor shall prepare a detailed plan for the pilot project deployment to be included in the Pilot Project Plan.

Hardware, Software & ISP

A detailed breakdown of hardware, software along with Internet Service Provider (ISP) costs should be easily identified in the RFP.

Vendor Qualifications

The competence of the Vendor to perform the required services as indicated by its background and experience on similar projects. The vendor should list and describe no more than five (5) projects that best demonstrate their experience on similar projects