

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, October 2, 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**
 - a. [23-6841](#) **Approval of Previous Meeting Minutes**
[Mayor and Council - Regular Meeting - Sep 5, 2023, 6:30 PM](#)
[Policy Work Session - Policy Work Session - Sep 18, 2023, 5:30 PM](#)
- F. Set Agenda as Presented for Scheduled Meeting**
 - a. [23-6842](#) **Acceptance of the Agenda and Approval of Consent Agenda**
- G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**
 - a. [23-6843](#) **Proclamation Recognizing National Cyber Security Awareness Month**
A proclamation recognizing National Cybermonth.
[PRO - National Cyber Security Awareness Month Proclamation](#)
- 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**

OCTOBER CALENDAR OF EVENTS

NG&S's Norcross Life Through The Lens Exhibit

Now - Tuesday, October 31 | Various Times | Various Locations

Downtown Yarn Bombing

Thursday, October 5 - Sunday, October 8 | Downtown Norcross

First Friday Concert: Grains of Sand

Friday, October 6 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

Lionheart's 'Bewitching'

Friday, October 6 - Sunday, October 15 | Various Times | Lionheart Theatre

Norcross Art Splash Festival

Saturday, October 7 | 10:00 a.m. - 6:00 p.m. | Downtown Norcross

Sunday, October 8 | 10:00 a.m. - 5:00 p.m. | Downtown Norcross

Movie Monday: Whitney Houston: I Wanna Dance With Somebody

Monday, October 9 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Coffee With Council

Saturday, October 14 | 8:00 a.m. | 45 South Cafe

Neighborhood Cleanup & Recycling Day

Saturday, October 14 | 8:00 a.m. - 12:00 p.m. | Norcross Public Works

Policy Work Session

Monday, October 16 | 6:30 p.m. | City Hall 2nd Floor Conference Room

Advance Voting

Monday, October 16 - Friday, November 3; Saturday, October 21 and 28; Sundays Excluded
9:00 a.m. - 5:00 p.m. | City Hall 2nd Floor Community Room

HNBA's Paint & Sip

Wednesday, October 18 | 6:30 - 8:30 p.m. | Cultural Arts & Community Center

Downtown Walking Tour

Saturday, October 21 | 10:00 a.m. | Thrasher Park

Pedal Norcross

Saturday, October 21 | 3:00 - 6:00 p.m. | Skin Alley

Movie Monday: Guardians of the Galaxy Vol. 3

Monday, October 23 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

HNBA's Witches Night Out

Thursday, October 26 | 5:30 - 8:30 p.m. | Downtown Norcross

Deutsche German Klassic Car Show

Saturday, October 28 | 10:00 a.m. - 3:00 p.m. | Downtown Norcross

HNBA's Trick or Treating

Saturday, October 28 | 1:00 p.m. - Supplies Last | Downtown Norcross

K. Board Appointments**a. [23-6844](#) 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:

Elizabeth Simpson

L. Consent Agenda**1. [23-6814](#) Recommendation to Adopt the Master Arts and Cultural Plan**

A recommendation to adopt the Master Arts & Cultural Plan created by Purpose Possible.

[Agenda Report- Recommendation to Adopt the Master Arts and Cultural Plan](#)

[Norcross Master Arts and Cultural Plan](#)

2. [23-6816](#) **Non-Profit Funding Request - So Am I Worthy Inc.**
A recommendation to consider a contribution up to \$5,045 to SO AM I WORTHY INC Corporation for the purpose of covering costs associated with the rental of the Norcross Cultural Arts & Community Center for meetings.

[Agenda Report - Non-Profit Contribution to SO AM I WORTHY INC](#)
[Request for Funding Form - SO AM I WORTHY INC](#)
3. [23-6836](#) **Non-Profit Funding Request - Norcross Gallery & Studios**
A recommendation to consider a contribution up to \$2,600 to Norcross Gallery & Studios for the purpose of covering costs associated with NORCROSS-LIFE THROUGH THE LENS Photo contest and exhibit.

[Agenda Report - Sponsorship, Norcross Gallery & Studios](#)
[Community Sponsorship Application 3.20.2023](#)
4. [23-6817](#) **Non-Profit Contribution to Gwinnett Housing Corporation**
A recommendation to consider the approval of a contribution up to \$2,025.00. to Gwinnett Housing Corporation for the purpose of covering costs associated with the rental of the Norcross Cultural Arts & Community Center for meetings.
[Agenda Report - Non-Profit Contribution to Gwinnett Housing Corporation](#)
[Request for Funding Form - Gwinnett Housing Corporation](#)
[Gwinnett Housing Corporation - Venue Cost](#)
[HRC City Council Presentation](#)
5. [23-6818](#) **Non-Profit Contribution to Norcross High School Football**
A recommendation to consider approving a contribution up to \$5,000 in support of the Norcross High School Football team.

[Agenda Report - Sponsorship Norcross High Football](#)
[Norcross Touchdown Club Community Request for Funding Form](#)
6. [23-6819](#) **Gravel Pave Parking at Phase 2 Property (Britt Street Below Community Center)**
A recommendation for the Downtown Development Authority to enter into a five-year Intergovernmental Agreement (IGA) with the City of Norcross to install approximately 44 gravel surface pervious parking spaces on the Phase 2 property fronting Britt Street below the Community Center.

[Agenda Report - Gravel Pave Parking at Phase 2 Property \(Britt Street below Community Center\)](#)

[1. Schematic Site Plan](#)
[2. Example Photos](#)

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7. [23-6835](#) **Contract Award for Architectural & Engineering Services**
A recommendation to award the winning firm CROFT & Associates the contracts for Architectural & Engineering services.

[Agenda Report - Contract Award for Architectural & Engineering Services](#)

[Architectural Design and Construction Services - PROPOSALS](#)

[Contractual Agreement - AE Services for Public Safety Building](#)
8. [23-6831](#) **RFP for HRIS Software**
A recommendation to approve the issuance of a Request for Proposals (RFP) to solicit the services of a qualified Human Resources Information System (HRIS) vendor with verifiable experience.

[Agenda Report - RFP for HRIS Software](#)

[RFP HR- 2023-01 Human Resources Information System](#)
9. [23-6795](#) **Personal Transportation Vehicle (PTV/Golf Cart) Ordinance**
A recommendation to adopt the proposed Personal Transportation Vehicle (PTV) ordinance.

[Agenda Report - Personal Transportation Vehicle \(PTV\) Ordinance](#)

[1\) Proposed City of Norcross Personal Transportation Vehicle \(PTV\) Ordinance](#)

[2\) Proposed City of Norcross PTV Route - List of PTV Permitted Streets](#)
10. [23-6827](#) **IGA Extension for Mitchell Road Property (Norcross Development Authority)**
A recommendation to authorize city staff and city attorneys to modify the Intergovernmental Agreement between the City of Norcross and the Norcross Development Authority (NDA), for the transfer of 10.49-acres of city-owned property on Mitchell Road for redevelopment purposes, through September 13, 2024.

[Agenda Report - IGA Extension for Mitchell Road Property \(NDA\)](#)

[First Amendment of the IGA between the City and NDA](#)

[Executed Intergovernmental Agreement for the City-owned Mitchell Road Property](#)
11. [23-6820](#) **Recommendation of Consultant for Target Industry Report**
A recommendation to select Bleakly Advisory Group INC to complete the Target Industry Report.

[Agenda Report - Recommendation of Consultant for Target Industry Report](#)

[Target Industry Report RFP](#)

[Target Industry Report Addendum \(Questions and Answers\)](#)

[All Proposals Received \(7\)](#)

[Composite Scoring Sheet from Selection Team](#)

12. [23-6828](#) **Bolton Circle Resurfacing ITB**
A recommendation to approve the solicitation of an Invitation to Bid (ITB) for the resurfacing of Bolton Circle Road from the first intersection with Beaver Ruin Road to the 2nd entrance to the CarMax parcel.
[Agenda Report - Bolton Circle Resurfacing ITB](#)
[A1\) Invitation to Bid PWUP 23-XX](#)
[A2\) Private Development Agreement](#)
[A3\) Bolton Circle Pavement Assessment](#)
13. [23-6826](#) **Overhead and Underground Distribution Electric On-Call Contractors**
A recommendation to approve qualified contractors to provide overhead and Underground Distribution Electric labor services and equipment rates.
[Agenda Report - Overhead and Underground Distribution Electric On-Call Contractors](#)
[A1\) On-Call Contractor Proposals \(3\)](#)
[A2\) On-Call Contractor Services Agreements \(3\)](#)
14. [23-6822](#) **PWUP Surplus Vehicles**
A recommendation to sell five (5) PWUP vehicles as surplus due to the high costs of maintenance and the high mileage on these vehicles.
[Agenda Report - PWUP Surplus Vehicles](#)
15. [23-6837](#) **Cochran Road - Valley Drive Contract Award**
A recommendation to approve the award of a contract agreement with CGS to proceed with the construction of the Cochran Road - Valley Drive Pedestrian connection as well as a budget amendment in the amount of \$6,000 to cover the additional engineering costs associated with the design services.
[Agenda Report - Cochran Road - Valley Drive Contract Award](#)
[A1 - Contractor Agreement](#)
[A2 - Bid Tabulation Sheet](#)
[A3 - CGS Bid Proposal](#)
16. [23-6824](#) **2023 CDBG Resurfacing ITB**
A recommendation to approve the issuance of an Invitation to Bid (ITB) for the resurfacing of multiple roadways approved by Gwinnett County's Community Development program CDBG 2023.
[Agenda Report - 2023 CDBG Resurfacing ITB](#)
[A1\) Invitation to Bid PWUP 23-XX](#)
[A2\) Award Notification](#)
[A3\) Maps](#)

17. [23-6825](#)**Peachtree Industrial Boulevard Name Change**

A recommendation to adopt the attached resolution directing the City Manager to pursue changing the name of Peachtree Industrial Boulevard to Peachtree Boulevard, including authorizing the City Manager to pursue ancillary actions to ensure the efficient and informed transition of any address change for property owners.

[Agenda Report - Peachtree Industrial Boulevard Name Change](#)

[Resolution Providing for Name Change and Authorizing Ancillary Actions](#)

18. [23-6833](#)**Norcross Board & Commission Compensation**

A recommendation to consider increasing the board and commission member compensation.

[Agenda Report - Board & Commission Compensation](#)

[1\) Summary of Board/Commission Compensation for Surrounding Cities](#)

[2\) BC Proposed Compensation](#)

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 #:	23-6841	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 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 September 5th Regular Council Meeting Minutes and the September 18th Policy Work Session and Executive Session.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

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
- B. Invocation
- C. Pledge of Allegiance to the Flag of the United States of America
- D. Roll Call (recorded)

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

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

- E. Presentation of Previous Meetings Minutes for Acceptance
- 23-6807: Approval of Previous Meeting Minutes

Motion

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

Mayor and Council - Regular Meeting - Aug 7, 2023 6:30 PM

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

Policy Work Session - Policy Work Session - Aug 21, 2023 6:30 PM

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

- F. Set Agenda for Scheduled Meeting
1. 23-6808: Acceptance of the Agenda and Approval of Consent Agenda

Motion

A motion to Accept the Agenda as Presented with the following items being moved to discussion:

23-6733 : RZ2023-002 - 510 & 520 West Peachtree Street
 23-6796 : Proposed Fiscal Year 2023 Budget Amendments
 23-6802 : RFP – Smart Parking Downtown Norcross

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

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**a. 23-6809: Proclamation Recognizing Rodger Harris**

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

Faye McFarland - Comments regarding improvements at 775 Glochester.

Shawn & Chris Casey – Comments regarding Pad 2 project and parking.

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**

Motion

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

Norcross Development Authority

Bianca Keaton December 6, 2024

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

B. 23-6811: Board Appointment - Norcross Public Arts Commission

Motion

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

Norcross Public Arts Commission

Nicole Morgan December 1, 2026

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

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

Motion

A motion 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.

2. 23-6742: City of Tucker Franchise Agreement

Motion

A motion 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.

3. 23-6797: Annual Seasonal Color Container Services

Motion

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

4. **23-6798: RFP for Pest Control Services**

Motion

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

5. **23-6799: Commercial Solid Waste Services Fees**

Motion

A motion 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.

M. Items for Discussion

1. **23-6733: RZ2023-002 - 510 & 520 West Peachtree Street**

Motion

A motion to Approve 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.

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

2. **23-6796: Proposed Fiscal Year 2023 Budget Amendments**

Motion

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

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

3. **23-6802: RFP – Smart Parking Downtown Norcross**

Motion

A motion 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.

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

N. **Adjourn in memory of**

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

The meeting adjourned at 7:04 PM with a motion by Councilmember Bare, seconded by Councilmember Beckles.

P. **Signed by** _____ **Mayor Craig Newton**

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

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, September 18, 2023

5:30 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 Sep 18, 2023 5:30 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	

The Policy Work Session was called to order at 5:30 PM by Mayor Craig Newton.

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

* Grant Writer Update - Christopher Brewer

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

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

Norcross Public Arts Commission (1 Vacancy | 1 Application)

G. City Manager's Report**H. Items for Discussion****1. 23-6814: Recommendation to Adopt the Master Arts and Cultural Plan**

RESULT: THIS MATTER WAS REFERRED TO

Next: 10/2/2023 6:30 PM

TO: Mayor and Council

2. 23-6838: Request for Project Funding - NPAC

RESULT: DISCUSSED & REFERRED TO STAFF

3. 23-6816: Non-Profit Funding Request - So Am I Worthy Inc.

RESULT: THIS MATTER WAS REFERRED TO

Next: 10/2/2023 6:30 PM

TO: Mayor and Council

Minutes Acceptance: Minutes of Sep 18, 2023 5:30 PM (Presentation of Previous Meetings Minutes for Acceptance)

4. **23-6836: Non-Profit Funding Request - Norcross Gallery & Studios**

RESULT: THIS MATTER WAS REFERRED TO

Next: 10/2/2023 6:30 PM

TO: Mayor and Council

5. **23-6817: Non-Profit Contribution to Gwinnett Housing Corporation**

RESULT: THIS MATTER WAS REFERRED TO

Next: 10/2/2023 6:00 PM

TO: Mayor and Council

6. **23-6818: Non-Profit Contribution to Norcross High School Football**

RESULT: THIS MATTER WAS REFERRED TO

Next: 10/2/2023 6:30 PM

TO: Mayor and Council

7. **23-6793: Grass Pave Parking at Pad 2 (57 College Street)**

RESULT: TABLED INDEFINITELY

8. **23-6819: Gravel Pave Parking at Phase 2 Property (Britt Street Below Community Center)**

RESULT: THIS MATTER WAS REFERRED TO

Next: 10/2/2023 6:30 PM

TO: Mayor and Council

9. **23-6835: Contract Award for Architectural & Engineering Services**

RESULT: THIS MATTER WAS REFERRED TO

Next: 10/2/2023 6:30 PM

TO: Mayor and Council

10. **23-6831: RFP for HRIS Software**

RESULT: THIS MATTER WAS REFERRED TO

Next: 10/2/2023 6:30 PM

TO: Mayor and Council

11. **23-6795: Personal Transportation Vehicle (PTV/Golf Cart) Ordinance**

RESULT: THIS MATTER WAS REFERRED TO

Next: 10/2/2023 6:30 PM

TO: Mayor and Council

Minutes Acceptance: Minutes of Sep 18, 2023 5:30 PM (Presentation of Previous Meetings Minutes for Acceptance)

12. **23-6827: IGA Extension for Mitchell Road Property (Norcross Development Authority)****RESULT:** THIS MATTER WAS REFERRED TO

Next: 10/2/2023 6:30 PM

TO: Mayor and Council13. **23-6820: Recommendation of Consultant for Target Industry Report****RESULT:** THIS MATTER WAS REFERRED TO

Next: 10/2/2023 6:30 PM

TO: Mayor and Council14. **23-6828: Bolton Circle Resurfacing ITB****RESULT:** THIS MATTER WAS REFERRED TO

Next: 10/2/2023 6:30 PM

TO: Mayor and Council15. **23-6826: Overhead and Underground Distribution Electric On-Call Contractors****RESULT:** THIS MATTER WAS REFERRED TO

Next: 10/2/2023 6:30 PM

TO: Mayor and Council16. **23-6821: Shade Structure at Thrasher Park and Summerour Park****RESULT:** THIS MATTER WAS REFERRED TO STAFF17. **23-6822: PWUP Surplus Vehicles****RESULT:** THIS MATTER WAS REFERRED TO

Next: 10/2/2023 6:30 PM

TO: Mayor and Council18. **23-6837: Cochran Road - Valley Drive Contract Award****RESULT:** THIS MATTER WAS REFERRED TO

Next: 10/2/2023 6:30 PM

TO: Mayor and Council19. **23-6824: 2023 CDBG Resurfacing ITB****RESULT:** THIS MATTER WAS REFERRED TO

Next: 10/2/2023 6:30 PM

TO: Mayor and Council

Minutes Acceptance: Minutes of Sep 18, 2023 5:30 PM (Presentation of Previous Meetings Minutes for Acceptance)

20. **23-6825: Peachtree Industrial Boulevard Name Change****RESULT:** THIS MATTER WAS REFERRED TO**Next:** 10/2/2023 6:30 PM**TO:** Mayor and Council21. **22-6596: Employee Complaint Resolution Policy****RESULT:** TABLED TO**Next:** 10/16/2023 6:30 PM**TO:** Policy Work Session22. **23-6833: Norcross Board & Commission Compensation****RESULT:** THIS MATTER WAS REFERRED TO**Next:** 10/2/2023 6:30 PM**TO:** Mayor and Council23. **22-6595: Hiring and Promotion Policy Discussion****RESULT:** TABLED TO**Next:** 10/16/2023 6:30 PM**TO:** Policy Work Session24. **23-6800: HRD Cultural Assessment Update****RESULT:** THIS MATTER WAS REFERRED TO**Next:** 10/16/2023 6:30 PM**TO:** Policy Work Session**I. Adjourn to Executive Session for Personnel, Real Estate or Legal**

The meeting was paused for a dinner break at 6:49 PM with a motion by Councilmember Myers, seconded by Councilmember Bare. The meeting reconvened at 7:10 PM.

The meeting adjourned to Executive Session for Personnel, Real Estate or Legal at 8:42 PM with a motion by Councilmember Bare, seconded by Councilmember Beckles.

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

Minutes Acceptance: Minutes of Sep 18, 2023 5:30 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 #:	23-6842	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 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 #:	23-6843	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	Proclamation Recognizing National Cyber Security Awareness Month		

Sponsors:

Code Sections:

Attachments:

1. [PRO - National Cybersecurity Awareness Month Proclamation](#)

Title

Proclamation Recognizing National Cyber Security Awareness Month

Drafter

Councilmember Arlene Beckles

Presenter

Mayor Craig Newton

Proclamation

City of Norcross, Georgia

In Recognition of

CYBERSECURITY AWARENESS MONTH

WHEREAS, Two thousand twenty-three marks 20 Years of recognizing Cybersecurity Awareness Month, and in honor of the 20th anniversary, we are looking at how far security education and awareness have come in that time and where it needs to go to fulfill the vision of a secure, interconnected world; and

WHEREAS, The Cybersecurity and Infrastructure Agency (CISA) and the National Cybersecurity Alliance partner to create resources and communications for organizations to talk to employees and customers about staying safe online; and

WHEREAS, The collaboration of the National Cybersecurity Alliance and the Department of Homeland Security on Cybersecurity Awareness Month is one of the many successful public-private partnerships critical to cybersecurity; and

WHEREAS, Cybersecurity Awareness Month is a collaboration between government and private industries to raise awareness about digital security and empower everyone to protect their data from digital crime, and is observed from October 1st to the 31st, and

WHEREAS, the City of Norcross recognizes the vital role technology has in our daily lives and the future of our nation, whereby today, many critical infrastructure sectors increasingly rely on information systems to support financial services, energy, telecommunications, transportation, utilities, healthcare, government, and emergency response systems.

NOW, THEREFORE, I, Craig Newton, Mayor of Norcross, encourage our residents, staff, and businesses to take the necessary precautions to safeguard your online digital footprint by proactively securing your personal and professional information from breaches and cyberattacks.



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 #:	23-6844	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 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

12/1/2024



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 #:	23-6814	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	Recommendation to Adopt the Master Arts and Cultural Plan		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Adoption of Master Arts and Cultural Plan](#)
2. [Norcross Master Arts & Cultural Plan](#)

Title

Recommendation to Adopt the Master Arts and Cultural Plan

Drafter

Bob Grossman

Motion

A motion to Approve/Deny the adoption of the Master Arts & Cultural Plan drafted by Purpose Possible.



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**

To: Mayor and Council

From: Bob Grossman, Norcross Public Arts Commission

Meeting Date: October 2, 2023 – Mayor & Council

Item No.: 23- 6814

Title: Recommendation to Adopt the Master Arts & Cultural Plan

CC: Eric Johnson, City Manager

Recommendation

A recommendation to adopt the Master Arts & Cultural Plan created by Purpose Possible.

Background

Since the inception of NPAC, there has not been a formal blueprint offering a comprehensive arts plan for the City of Norcross. Through their detailed analysis and assessment, Purpose Possible lays out a document that provides a plethora of recommendations to aid and assist the commission in successfully procuring art of all forms for the Mayor & Council to approve for the overall benefit of its citizens.

The Master Arts & Culture Plan went to great lengths to understand the City's diverse make-up and to provide suggestions for bringing art and culture to the City that is inclusive of all its citizenry. The Plan recognizes the need to be sensitive to art and cultural events that reflect all of its residents, while thinking outside the box in terms of its actual placement.

Financial Impact

There is no additional financial impact to the City of Norcross.

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

Goal 2: Continues to Strengthen Norcross as a Livable, Inclusive and Safe Environment

Next Steps

Based upon the implementation priorities presented in the plan, it is critical that NPAC show action quickly to generate community support and buy-in. We need to share the final plan and build trust to demonstrate that the stakeholders' voices were heard. We also need to put forth some timelines for action steps such that a simple, semi-permanent project can be implemented. In everything we do, we must be mindful to incorporate more Spanish language media and look for opportunities for art placement beyond the Historic downtown.

Attachments

Norcross Master Arts & Cultural Plan

Update



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 #:	23-6816	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	Non-Profit Funding Request - So Am I Worthy Inc.		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Sponsorship, SO AM I WORTHY INC](#)
2. [Request for Funding Form - SO AM I WORTHY INC](#)

Title

Non-Profit Funding Request - So Am I Worthy Inc.

Drafter

Valencia Neptune

Motion

A motion to Approve/Deny a contribution up to \$5,045 to SO AM I WORTHY INC for the purpose of covering costs associated with the rental of the Norcross Cultural Arts & Community Center for meetings.



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: Valencia Neptune, SO AM I WORTHY INC
Meeting Date: October 2, 2023 – Mayor & Council
Item No.: 23- 6816
Title: Non-Profit Contribution to SO AM I WORTHY INC
CC: Eric Johnson, City Manager

Recommendation - Consider approval of a contribution up to \$5,045 to SO AM I WORTHY INC Corporation for the purpose of covering costs associated with the rental of the Norcross Cultural Arts & Community Center for meetings.

Background – SO AM I WORTHY INC submitted a Community Request for Funding Form to the City of Norcross to assist with meeting space rentals for the next 12 months.

Financial Impact – \$5,045. Funds would come from the Sponsorship funding set aside in the Mayor and Council FY24 budget to support non-profit funding requests.

Consistent with Comprehensive Plan? Yes, consistent with Goal 6.

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

Attachments – SO AM I WORTHY INC Request for Funding Form

Next Steps - Funding will be available after approval by the City Council at the October 2nd City Council meeting.

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:	SO AM I - WORTHY, Inc
Address:	650 Ponce De Leon 300 # 3256, Atlanta, GA 30308
Main contact:	Valencia Neptune
Position in organization:	Executive Director
Address (if different from above):	
Email:	valencia@soamiworthy.org vneptune@soamiworthy.org
Daytime telephone number:	334-301-0110

Section 2: About your organization

2.1 Is this organization a registered non-profit organization? Yes ☐ No ☒ We are incorporated in GA and pursuing 501(c)(3) status Now 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? Christian women of color Singer-songwriters and women in music Note: 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.
2.3 What are the aims of this organization and what kind of activities/projects does it run? To provide women of marginalized communities advancement in their music careers. We provided educational workshops and artist development opportunities Activities: 1) Music festivals and open mics / showcases to provide women a space to showcase talent 2) Educational workshops / conferences

pg. 1



2.4 Description of how the Donation Request Amount will be of benefit to the Norcross Community? The Norcross Community will benefit from cultural activities that broaden their perspectives, amazed by talented women and presented with life changing events and experiences that they will enjoy.

Section 3: The Need

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

Any amount of funding that the city of Norcross would like to give to support the cause. However, this application is a Free Venue Request

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?) We would include the Norcross logo on website and every flyer in which we use your venue for our events.

3.3 Are you requesting any other contributions from the city? Venue Space, Park Rental Space, Marketing, etc.
Yes ☒ No ☐

If yes, please explain the requests of your organization.

We would love to use your Venue Space free of charge to host events for So Am I - Worthy, Inc. including open mics, fundraisers, music events, educational workshops and the like.

Section 4: Confirmation

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

Norcross Cultural Arts & Community Center

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:

Valencia Neptune

Print name:

Valencia Neptune

pg. 2

Date:	07 / 05 / 23
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City of Norcross Administrator only: Verifies that a City of Norcross Admin has reviewed this application form.	
Signature:	
Print name:	
Date:	

STATE OF GEORGIA**Secretary of State****Corporations Division****313 West Tower****2 Martin Luther King, Jr. Dr.****Atlanta, Georgia 30334-1530****CERTIFICATE OF INCORPORATION**

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

So Am I-Worthy Inc
a Domestic Nonprofit Corporation

has been duly incorporated under the laws of the State of Georgia on **04/25/2023** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **05/02/2023**.



Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed
 Secretary of State
 Filing Date: 4/25/2023 7:15:01 PM

BUSINESS INFORMATION

CONTROL NUMBER 23097302
BUSINESS NAME So Am I-Worthy Inc
BUSINESS TYPE Domestic Nonprofit Corporation
EFFECTIVE DATE 04/25/2023

The corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

PRINCIPAL OFFICE ADDRESS

ADDRESS 650 Ponce De Leon Ave Ste. 300, 3256, Atlanta, GA, 30308, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Northwest Registered Agent Service, Inc	300 Colonial Center Parkway., STE 100N, Roswell, GA, 30076, USA	Fulton

INCORPORATOR(S)

NAME	TITLE	ADDRESS
Valencia Neptune	INCORPORATOR	650 Ponce De Leon Ave Ste. 300, #3256, Atlanta, GA, 30308, USA

MEMBER INFORMATION

The corporation will not have members.

OPTIONAL PROVISIONS

An organization that highlights and uplifts female Christian & Black Indigenous Women of Color Singer-Songwriters. We provide access to paid music gig opportunities, guidance towards artist development through coaching, networking & educational events, and grants for further music creation.

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Valencia Neptune
AUTHORIZER TITLE Incorporator

Attachment: Request for Funding Form - SO AM I WORTHY INC (23-6816 : Non-Profit Funding Request - So Am I Worthy Inc.)

BYLAWS OF SO AM I-WORTHY, INC.

Incorporated under the laws of the State of Georgia, 2023

ARTICLE I

NAME

Section 1. *Name*. The name of this nonprofit corporation shall be “So Am I-Worthy, Inc. (the “Corporation”).

ARTICLE II

OFFICES

Section 2. *Registered Office and Agent*. The registered office of the Corporation shall be located at 300 Colonial Center Parkway, STE 100N Roswell, GA 30076 (Fulton County) and the registered agent shall be Northwest Registered Agent Service, Inc.

ARTICLE III

PURPOSES AND POWERS

Section 3. *Purposes*. The purpose of the Corporation is to highlight and uplift female Christian & Black Indigenous Women of Color Singer-Songwriters. Our goal is to advance the lives of marginalized music communities, providing opportunities, events, artist development, grants and educational purposes as will qualify it as an exempt organization under Internal Revenue Code Section 501(c)(3), including for such purposes, the making of distributions to organizations that qualify as tax-exempt organizations under the Code.

a) *Promotion of the Arts*. In furtherance of these purposes, the corporation shall direct, encourage, promote and stimulate the practice and appreciation of the Music. The term “Music” is understood to include Music Performance, Music Production, Music Sync, Music Education and the like.

Section 4. *Powers.* The Corporation shall be permitted to acquire and administer funds and property, which, after payment of necessary expenses, shall be devoted to the goals and purposes of the Corporation expressed herein.

The Corporation shall have a separate and distinct checking account and accounting system, open for public inspection. No single individual will be the sole beneficiary of any programs or solicitation of funds.

The Corporation shall be funded substantially by support of memberships, and income incurred by events, activities, grants and the like.

Upon the dissolution of the Corporation, the assets shall be distributed and dedicated for one or more exempt purposes within the meaning of section 501(c)(3) of the IRS Code, or the corresponding section of any future federal tax code, or shall be distributed to the Federal, State, or local government for a public purpose.

The Corporation shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable and educational purposes for which the Corporation is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The powers of the Corporation may include, but not be limited to, the acceptance of contribution from the public and private sectors, whether financial or in-kind contributions.

Section 5. *Tax Exempt Status.* The Corporation shall be operated exclusively for nonprofit legal status.

In furtherance of these purposes, the Corporation shall act, and shall take such actions to ensure compliance with its tax-exempt status under the Code. The Corporation is not organized and shall not be operated for profit.

No part of the property or the net earnings of the Corporation shall inure to the benefit or be distributable to any of its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth herein.

Upon termination or dissolution of the Corporation, any assets lawfully available for distribution shall be distributed to one (1) or more qualifying organizations as described in Section 501(c)(3) of the 1986 Internal Revenue Code (or any corresponding provision of any successor statute), which organization or organizations have a charitable purpose, and which, at least generally, includes a purpose similar to the terminating or dissolving corporation.

The organization to receive the assets of the Corporation hereunder shall be selected in the discretion of a majority of the directors of the Corporation, and if the directors cannot or do not

make a designation, then the recipient organization shall be selected pursuant to a verified petition in equity filed in court of proper jurisdiction against the Corporation, by the Board of Directors, which verified petition shall contain such statements as reasonably indicate the applicability of this section. The court upon a finding that this section is applicable shall select the qualifying organization or organizations to receive the assets to be distributed, giving preference, if practicable, to organizations located within the Commonwealth of Georgia.

Section 6. *Intent.* It is intended that the corporation shall have, and continue to have, the status of an organization which is exempt from federal income taxation under section 7 501(c)(3) of the Internal Revenue Code and which is other than a private foundation within the meaning of section 509(a) of the Internal Revenue Code. All terms and provisions of the Articles of Incorporation and the Bylaws of the corporation, and all authority and operations of the corporation, shall be construed, applied and carried out in accordance with such intent.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. *General Powers.* The Corporation shall have a Board of Directors (also referred to herein as the “Board”) The affairs of the corporation shall be managed by its Board of Directors. Directors need not be residents of the State of Georgia.

- a. *Number of Directors.* The Board will consist of at least three (3) with the maximum number determined by the Board of Directors. Within these limits, the Board may increase or decrease the number of directors serving on the Board, including for the purpose of staggering the terms of directors.

Section 2. *Terms.*

- a. All Board directors elected in 2023 shall serve a one-year term due to the fragility and newness of the non-profit; however, the term may be extended for 3 consecutive terms.
- b. Board Directors elected after January 1, 2024 shall serve (2) year terms; however, the term may be extended (2) consecutive one year terms.
- c. Board director terms shall be staggered so that approximately half the number of directors will end their terms in a given year.
- d. Directors may serve up to four consecutive terms. After serving four consecutive terms, a director shall not be eligible for re-election within one (1) year of the last day of the Board director’s four consecutive terms.
- e. Failure of a Director to attend three (3) regularly scheduled meetings, within a

period of twelve months, shall be grounds for being asked to resign.

- f. Board directors who are ineligible to serve on the Board pursuant to section 4.03(c) above shall not be prohibited from serving within another non-Board capacity (e.g., the Advisory Council). During that one-year period, Board directors may serve on committees or work in another capacity within the Corporation, as determined by the Board of Directors. Following the one-year ineligibility period, such individuals may become eligible for re-election to the Board.
- g. The term of office shall be considered to begin July 1st of the first year and end June 30th of the second year in office, unless the term is extended until such time as a successor has been elected. Board elections must have taken place, and such elected Board directors notified of such election, by May 15th of the year in which the new term shall begin (in accordance with section 4.03(c) above).

Section 2.1 *Vacancies*. In the event of the removal, resignation or other vacancy of a director, an alternate, chosen by two-thirds vote of the Board of Directors, shall serve until a successor is named and appointed.

- a. Any Board director or officer, or member of a Board committee, may resign at any time by providing written notice to the Board of Directors. Such resignation shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Chairperson or President. The acceptance of resignation shall not be necessary to make it effective.
- b. A Board director may be removed with or without cause for any reason by the affirmative vote of the majority of the Board of Directors, at any meeting of the Board for which such purpose is mentioned as an item of business.
- c. Vacancies in the Board shall be filled by election by a majority of the remaining Board directors. Prospective Board directors may be nominated by the Nominating Committee of the Corporation.

Section 2.2 *Power to Appoint, Remove, and Compensate Employees and Agents*

- a. The Board shall have the power to appoint, remove, and compensate employees and agents of the Corporation. Salaries, bonuses, benefits, and all other forms of compensation of the Corporation's employees and agents shall be fixed by the Board.

Section 3. *Compensation of Directors*. Directors shall not be entitled to any salaries for their services as Directors or members of any committee of the Board of Directors, except that by resolution of the Board of Directors, a director shall be allowed reimbursement for any reasonable expenses incurred on behalf of the Corporation. Nothing herein contained shall be construed to preclude any Board director from serving the Corporation in any other capacity as an executive officer, agent, or otherwise and receiving compensation therefore.



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 #:	23-6836	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	Non-Profit Funding Request - Norcross Gallery & Studios		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Sponsorship, Norcross Gallery & Studios](#)
2. [Community Sponsorship Application 3.20.2023](#)

Title

Non-Profit Funding Request - Norcross Gallery & Studios

Drafter

Anne Hall

Motion

A motion to Approve/Deny a contribution up to \$2,600 to Norcross Gallery & Studios for the purpose of covering costs associated with NORCROSS-LIFE THROUGH THE LENS Photo contest and exhibit.



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: Anne Hall, Norcross Gallery & Studios
Meeting Date: October 2, 2023 – Mayor & Council
Item No.: 23- 6836
Title: Non-Profit Contribution to Norcross Gallery & Studios
CC: Eric Johnson, City Manager

Recommendation - Consider approval of a contribution up to \$2,600 to Norcross Gallery & Studios for the purpose of covering costs associated with NORCROSS—LIFE THROUGH THE LENS Photo contest and exhibit.

Background – Norcross Gallery & Studios submitted a Community Request for Funding Form to the City of Norcross to assist with a contest & exhibit from September 14 - October 25.

Financial Impact – \$2,600. Funds would come from the \$20,000 set aside in the Mayor and Council FY24 budget to support non-profit funding requests.

Consistent with Comprehensive Plan? Yes, consistent with Goal 6.

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

Attachments – Norcross Gallery & Studios Community Request for Funding Form

Next Steps - Funding will be available as reimbursement after approval by the City Council at the October 2nd City Council meeting. The contest & exhibit runs from September 14- October 25.

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:	Kudzu Art Zone, Inc., DBA Norcross Gallery & Studios
Address:	Physical: 116 Carlyle Street, 30071; Mailing, P.O. Box 572, 30091
Main contact:	Anne Hall
Position in organization:	Director
Address (if different from above):	
Email:	Personal: annehallstudio@yahoo.com ; Organizational: infor@nорcrossgalleryandstudios.org
Daytime telephone number:	Personal: 215-715-4307; Organization: 770-840-9844

Section 2: About your organization

2.1 Is this organization a registered non-profit organization? Yes x No ☐

If no, does your organization have a constitution/ rules which it follows? Yes* ☐ No ☐

*If yes, please include a copy in your application.

Kudzu Art Zone, Inc., has been a recognized (501) c 3 organization since 2008. Shortly before the pandemic, we changed our trade name to Norcross Gallery & Studios to better reflect our location in Historic Norcross and our relationship with the city.

2.2 Who does this organization support/benefit?

This organization serves the cause of Fine Arts awareness, offering creative opportunities and professional resources to artists as well as educational events for the public.

Attachment: Community Sponsorship Application 3.20.2023 (23-6836 : Non-Profit Funding Request - Norcross Gallery & Studios)

Note: 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.

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

During the last 17 years, we have exhibited more than 1,000 artworks in over 100 shows in our gallery and in outside venues in the City of Norcross—all open to the public. We have held summer camps for under-resourced school children and brought nationally known artists to teach workshops. This year we will have held a total of 8 exhibitions and a fundraiser open to the public in the gallery, and 20 more in outside venues such as the Cultural and Community Arts Center, café 45 South and other popular restaurants. We will have offered more than 24 classes and workshops for everyone from beginners to expert artists. Members of the public are invited to bring their art to critique sessions held frequently, one of the most valuable ways for artists of any level to grow and develop. We open our studio for members of the community to come and make work with us on Wednesday evenings and Thursday mornings, and host sketching sessions with live models every Tuesday afternoon.

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

We are requesting additional funds to publicize the city-wide photography exhibition, ***Norcross—Life through the Lens, or La vida a trave's del lente***. We have invited every member of the community to take pictures during the 4th of July holiday weekend and to submit them **free of charge** to our website. To this end, we have mailed close to 10,000 postcards; placed posters and or postcards in nearly 150 locations; partnered with local organizations such as the Southwest Gwinnett Chamber of Commerce, Latino Lions, the Korean American Association, and the Peachtree Corners Photography Club; posted 28 ads and multiple notices on Facebook and Instagram; participated in interviews on Facebook Live and with the Gwinnett Daily Post and Southwest Gwinnett Magazine. Our posters are printed English one side and Spanish the other; half our postcards went to English speaking households and the other half to Spanish speaking households. We hope to receive 500-1,000 submissions and to display them in multiple locations to be recruited across the 6.17 square miles of the city from September 14-October 31, which coincides with the city's plans for Artober spanning from Hispanic Heritage Week up to Día de los Muertos.

A jury of three professional photographers, Tracey Rice, HGay Allen, and Pablo Andres Rodriguez, will select the top 50 photographs for exhibition in our gallery from September 14-October 31. As the remainder of accepted photos will appear in different locations, we will be collaborating with Accent Creative on creation of an Art Map for Artober.

We believe strongly that this project will generate great community involvement and the Gwinnett Creativity Fund agrees. They have awarded us a \$3,000 project grant. We also raised funds from private sponsorship, all of which will cover the initial costs promoting the photography phase. We are requesting additional funds with this application to complete

the second phase, to mount the displays and to promote the multiple exhibitions. We want **everyone** in this diverse community to share the excitement of looking for pictures of the people they love and what they love to do in celebrating our nation's anniversary.

Section 3: The Need

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

- 1) securing funding or donations to print and mount photographs for display—\$200.
- 2) finding locations for “clothesline” displays across the city—\$380.
- 3) purchasing necessary supplies to mount the displays—\$250.
- 4) printing signs to identify the locations—\$300.
- 5) additional social media promotion—\$100.
- 6) holding a reception to announce winning pieces selected by the jury—\$400.
- 7) providing honoraria to our three jurors for their contributions of expertise and time, which we expect to total 18 hours apiece—\$300.
- 8) purchasing ribbons and writing checks to the five award winners—\$670.

Total requested: \$2,600 for which we will provide a report with paid-in-full invoices from each provider.

We will continue actively seeking more sponsors and donations.

3.2 Does this Funding from the City of Norcross include Sponsorship for the organization?

Yes x No ☐

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

The City of Norcross is listed on our website as a sponsor and on the promotional materials developed and distributed to date. We have developed this project with the Norcross Public Arts Commission, whose logo also appears.

3.3 Are you requesting any other contributions from the city? Venue Space, Park Rental Space, Marketing, etc.

Yes x No ☐

If yes, please explain the requests of your organization.

We have requested the use of The Rectory as a display location.

Section 4: Confirmation

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

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:

Larry Hall

Print name:

Larry Hall, Trustee

Date:

June 29, 2023

City of Norcross Administrator only:

Verifies that a City of Norcross Admin has reviewed this application form.

Signature:

Print name:

Date:



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 #:	23-6817	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	Non-Profit Contribution to Gwinnett Housing Corporation		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Non-Profit Contribution to Gwinnett Housing Corporation](#)
2. [Request for Funding Form - Gwinnett Housing Corporation](#)
3. [Gwinnett Housing Corporation - Venue Cost](#)
4. [HRC City Council Presentation](#)

Title

Non-Profit Contribution to Gwinnett Housing Corporation

Drafter

Lejla Prljaca, Karen Ramsey, and Kathleen Allen

Motion

A motion to Approve/Deny a contribution up to \$2,025.00 to Gwinnett Housing Corporation for the purpose of covering costs associated with the rental of the Norcross Cultural Arts & Community Center for meetings



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: Gwinnett Housing Corporation
Meeting Date: October 2, 2023 – Mayor & Council
Item No.: 23-6817
Title: Non-Profit Contribution to Gwinnett Housing Corporation
CC: Eric Johnson, City Manager

Recommendation - Consider approval of a contribution up to \$2,025.00 to Gwinnett Housing Corporation for the purpose of covering costs associated with the rental of the Norcross Cultural Arts & Community Center for meetings.

Background – Gwinnett Housing Corporation submitted a Community Request for Funding Form to the City of Norcross to assist with meeting space rentals for the next 12 months.

Financial Impact – \$2,025.00. Funds would come from the Sponsorship funding set aside in the Mayor and Council FY24 budget to support non-profit funding requests.

Consistent with Comprehensive Plan? Yes, consistent with Goal 6.

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

Attachments – Gwinnett Housing Corporation Request for Funding Form
Gwinnett Housing Corporation - Venue Cost
HRC City Council Presentation

Next Steps - Funding will be available after approval by the City Council at the October 2nd City Council meeting.

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 Housing Corporation Homeowner Resource Center
Address:	128 Lawrenceville St. Norcross, GA 30071
Main contact:	Karen Ramsey
Position in organization:	Director of Program Initiatives
Address (if different from above):	502 Glenn Edge Drive Lawrenceville, GA 30046
Email:	Karen@gwinnetthousing.org
Daytime telephone number:	470-361-1076

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/ rule which it follows? Yes* ☒ No ☐

*If yes, please include a copy in your application.

2.2 Who does this organization support/benefit?

Our organization assists low-to-moderate-income Gwinnett County residents with achieve their homeownership housing goals. This is done through programs that supporting home rehabilitation, housing counseling, etc.

Note: 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.

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

To provide education, resources, and programing that increase the low-to-moderate income homeowners in Gwinnett County as well as increase the financial resources available to low to moderate income current homeowners in need of minor home rehabilitation activity, or support with home retention.

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

The donation will benefit the Norcross community because our organization will provide much needed homebuyer and homeownership education, resources and presentations about affordable solutions.

Section 3: The Need

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

Gwinnett Housing Corporation is seeking funding in the form of sponsorship that would assist with the required fees for utilization of the Norcross Community Center. GHC seeks seeks to use classroom space no less than 2x a month on weekdays(evenings) and no less than 1x a month on a weekend.

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?)

The City of Norcross Logo will be displayed as a Gwinnett Homeowner Resource Center sponsor on marketing and promotional materials as well as the logo will be displayed at all housing workshops/events at the Norcross Cultural Arts and Community Center.

3.3 Are you requesting any other contributions from the city? Venue Space, Park Rental Space, Marketing, etc.

Yes ☐ No ☐

If yes, please explain the requests of your organization.

We are requesting venue space to host educational workshops and housing events at the Norcross Cultural Arts and Community Center.

Section 4: Confirmation

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

Melissa Zeigler, City of Norcross - Downtown Manager, Cultural Arts & Tourism Director

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:

Karen Ramsey

Print name:

Karen Ramsey

Date:	07-19-2023
-------	------------

City of Norcross Administrator only: Verifies that a City of Norcross Admin has reviewed this application form.	
Signature:	
Print name:	
Date:	

Attachment: Request for Funding Form - Gwinnett Housing Corporation (23-6817 : Non-Profit Contribution to Gwinnett Housing Corporation)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 15 2002

LAWRENCEVILLE HOUSING CORPORATION
502 GLENN EDGE DR
LAWRENCEVILLE, GA 30045-0000

Employer Identification Number:
58-2338247
DLN:
17053187736062
Contact Person:
CASEY A SUTFIELD ID# 31474
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
July 1998
Addendum Applies:
no

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

Attachment: Request for Funding Form - Gwinnett Housing Corporation (23-6817 : Non-Profit Contribution to Gwinnett Housing Corporation)

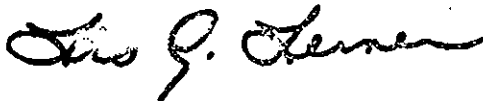
-2-

LAWRENCEVILLE HOUSING CORPORATION

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations

Letter 1050 (DO/CG)

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF AMENDMENT

NAME CHANGE

I, **Brian P. Kemp**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

LAWRENCEVILLE HOUSING CORPORATION**a Domestic Nonprofit Corporation**

has filed articles/certificate of amendment in the Office of the Secretary of State on 02/21/2018 changing its name to

Gwinnett Housing Corporation
a Domestic Nonprofit Corporation

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles/ certificate of amendment.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on 04/11/2018.



Brian P. Kemp
Secretary of State

ARTICLES OF AMENDMENT

Electronically Filed

Secretary of State

Filing Date: 4/3/2018 2:01:16 PM

Article 1

Business Name : LAWRENCEVILLE HOUSING CORPORATION

Control Number : K730961

Article 2

The entity hereby adopts an amendment to change its name to the following new business name:

New Business Name : Gwinnett Housing Corporation

Effective Date : 02/21/2018

Article 3

The date of the adoption of the amendment was: 02/21/2018

Article 4

The amendment was adopted by the board of directors :
With member approval.

Article 5

The undersigned does hereby certify that a request for publication of a notice of the filing of articles of amendment to change the corporation's name along with the publication fee of \$40.00 has been forwarded to the legal organ of the county of the registered office as required by O.C.G.A. 14-2-1006.1.

Authorizer Information**Authorizer Signature :** Hillary W. Edgar**Authorizer Title :** Attorney In Fact

Attachment: Request for Funding Form - Gwinnett Housing Corporation (23-6817 : Non-Profit Contribution to Gwinnett Housing Corporation)

Gwinnett Housing Corporation

Total Request: \$2,025.00 to pay for venue space

2x a month on weekdays (evenings) and no less than 1x a month on a weekend. 2.5 hours on weekdays and 3 hours on the weekend. Estimated non-profit cost is \$1620.00. With upcoming venue price increase. Amount has been increased by 25%. For a total of \$2,025.00.

▼ Fees for Estimate							
Charge Description Candidate	Qty	Unit Charge	Charge	Tax	Disc	Total	Payment
Room Rental Fee (M-F) Meeting Room 2	60.00	15.00 ea	900.00	0	180.00	720.00	0
Room Rental Fee (Weekend) Meeting Room 2	36.00	25.00 / hr	900.00	0	0	900.00	0
Non Profit Discount Meeting Room 2		-180.00	-180.00	0	0	0	0
Totals						1620.00	0
Add a New Charge? Clear All Charges? Reload All Charges?							



**GWINNETT
HOUSING
CORPORATION**

**HOMEOWNER
RESOURCE
CENTER**

GWINNETT HOUSING CORPORATION

The Gwinnett Housing Corporation (GHC) is a private, non-profit 501(c)3 development organization with a focus on creating, rehabilitating, and operating affordable residential housing.

HOMEOWNER RESOURCE CENTER

GHC's Homeowner Resource Center provides a centralized source for resources, education, and services for current and aspiring homeowners.



HOMEOWNER RESOURCE CENTER PROGRAMS



HEALTHY HOME PROGRAM

The Healthy Homes Program provides free Healthy Home Assessments, home hazard testing, and home repairs for eligible Gwinnett County homeowners and renters who have home health or safety hazards.



HOMEOWNER COACHING & ADVISEMENT

Homeownership coaching and advisement for current and aspiring homeowners, education, referrals, and resources are provided for eligible Gwinnett County residents..



OLDER ADULTS HOME MODIFICATION PROGRAM

The Older Adult Home Modification Programs make safety and functional home modifications and limited repairs to meet the needs of eligible low-income elderly Gwinnett County homeowners.

HRC WORKSHOPS & EVENTS

-  The Homeowner Resource Center hosts educational workshops and events to equip and empower aspiring homeowners and existing homeowners for success.
-  Our workshops and events allow participants to engage with knowledgeable experts who specialize in affordable homeownership.
-  Each event is informative and provides an opportunity for attendees to connect with valuable resources and services.



FUNDING PROPOSAL

GHC seeks \$3,100 in funding from the City of Norcorss in the form of event space at the Community Center.

GHC plans to use the Community Center for homebuyer education, homeowner education, and to provide presentations and resources for current and aspiring homebuyers.

GHC requests to use the space at least one Saturday a month for 8 hours, as well as at least two evening a month for 2.5 hours.



→ 13

→ 13 A

→ 14

→ 14 A

FILM NEGATIVE

FILM NEGATIVE

FILM NEGATIVE

THANK YOU!

Homeownership specifically affordable homeownership, is a major concern for our community. It ultimately touches each of us in a meaningful way.

Thank you for taking the time to hear about the solutions that we offer to aspiring and current homeowners and to consider our proposal. We encourage you to get involved with us, participate in our activities, and support the Homeowner Resource Center in serving our wonderful future and current homeowners.



CONTACT US

Our Homeowner Resource Center is open Monday–Thursday, 8 a.m.–6 p.m. Please feel free to contact us. We are always happy to answer questions and help make the dream of homeownership a reality.



770-589-0270



info@gwinnetthousing.org



www.gwinnetthousing.org



**128 Lawrenceville Street
Norcross, GA 30071**



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 #:	23-6818	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	Non-Profit Contribution to Norcross High School Football		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Sponsorship Norcross High Football](#)
2. [Norcross Touchdown Club Community Request for Funding Form](#)

Title
Non-Profit Contribution to Norcross High School Football

Drafter
Bob Saville

Motion
A motion to Approve/Deny approving a contribution up to \$5,000 in support of the Norcross High School Football team.



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: Bob Saville, Norcross High School Football

Meeting Date: October 2, 2023 – Mayor & Council

Item No.: 23-6818

Title: Non-Profit Contribution to Norcross High School Football

CC: Eric Johnson, City Manager

Recommendation - Consider approval of a contribution up to \$5,000 in support of the Norcross High School Football team.

Background – Norcross High School Football has been a historical recipient of funding support from the City, including the scoreboard. In FY 23, the City provided \$5,000 in funding that was used to directly pay a vendor for reconditioning of football helmets. The City receives credit as a sponsor of the football team in return for supporting these direct costs to the football program. The request for FY 24 came from the Touchdown Club and the funding can be directed either through the non-profit or directly to the team by covering expenses.

Financial Impact – \$5,000. Funds would come from the \$20,000 set aside in the Mayor and Council FY24 budget to support non-profit funding requests.

Consistent with Comprehensive Plan? Yes, consistent with Goal 6.

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

Attachments – Norcross Touchdown Club Community Request for Funding Form

Next Steps - Funding will be available as reimbursement after approval by the City Council at the October 2nd City Council meeting.

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:	Norcross TD Club
Address:	PO Box 920427 Norcross, GA 30010-0427
Main contact:	Keith Maloof Bob Saville
Position in organization:	Head Football Coach Norcross TD Club Treasurer
Address (if different from above):	5300 Spalding Drive Norcross, Georgia 30092
Email:	Keith.Maloof@gcpsk12.org
Daytime telephone number:	678-910-5990

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?

Norcross High School Student-Athletes

Note: 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.

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

We are developing young men and women to be successful, productive citizens in our society.

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

Helmet Reconditioning

Section 3: The Need

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

\$ 5,000.00

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?)

Advertisement on Matrix Board + Above Concession Stand.

Section 4: Confirmation

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

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:

Bob Saville

Print name:

Bob Saville

Date:

7/13/23



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 #:	23-6819	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	Gravel Pave Parking at Phase 2 Property (Britt Street Below Community Center)		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Gravel Pave Parking at Phase 2 Property \(Britt Street below Community Center\)](#)
2. [1\) Schematic Site Plans](#)
3. [2\) Example Photos](#)

Title

Gravel Pave Parking at Phase 2 Property (Britt Street Below Community Center)

Drafter

Jim Eyre

Motion

A motion to Authorize the City Attorney to work with DDA to draft a five-year Intergovernmental Agreement with the City of Norcross and the Downtown Development Authority and to Authorize Staff to pursue Tax Allocation District Funding to install approximately 44 gravel surface pervious parking spaces on the Phase 2 property fronting Britt Street below the Community Center.



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: Jim Eyre, Downtown Development Authority of the City of Norcross ("DDA")

Meeting Date: October 2, 2023 – Mayor & Council

Item No.: 23-6819

Title: Gravel Pave Parking at Phase 2 Property (Britt Street below Community Center)

CC: Eric Johnson, City Manager

Recommendation – The DDA would propose entering into a five year IGA with the City to install approximately 44 gravel surface pervious parking spaces on the Phase 2 property fronting Britt Street below the Community Center.

Background - These parking spaces would help with the activation of the Community Center, Lionheart Theater and the Truck & Tap property and provide overflow parking during peak hours for Lillian Webb Park. The structured gravel parking area would also be available for any number of City sponsored events in Lillian Webb Park that need additional parking. The DDA would manage the parking if there is a need for paid parking during certain hours.

Financial Impact - The estimated total cost of the Project is \$220,000 (\$5,000/space). The DDA will contribute design and permit costs and manage the implementation of the Project. The City will fund the balance of the Project with TAD funding. Assuming a timely approval of the IGA, this Project could be complete by the December 2024 TAD deadline for 'shovel ready projects'.

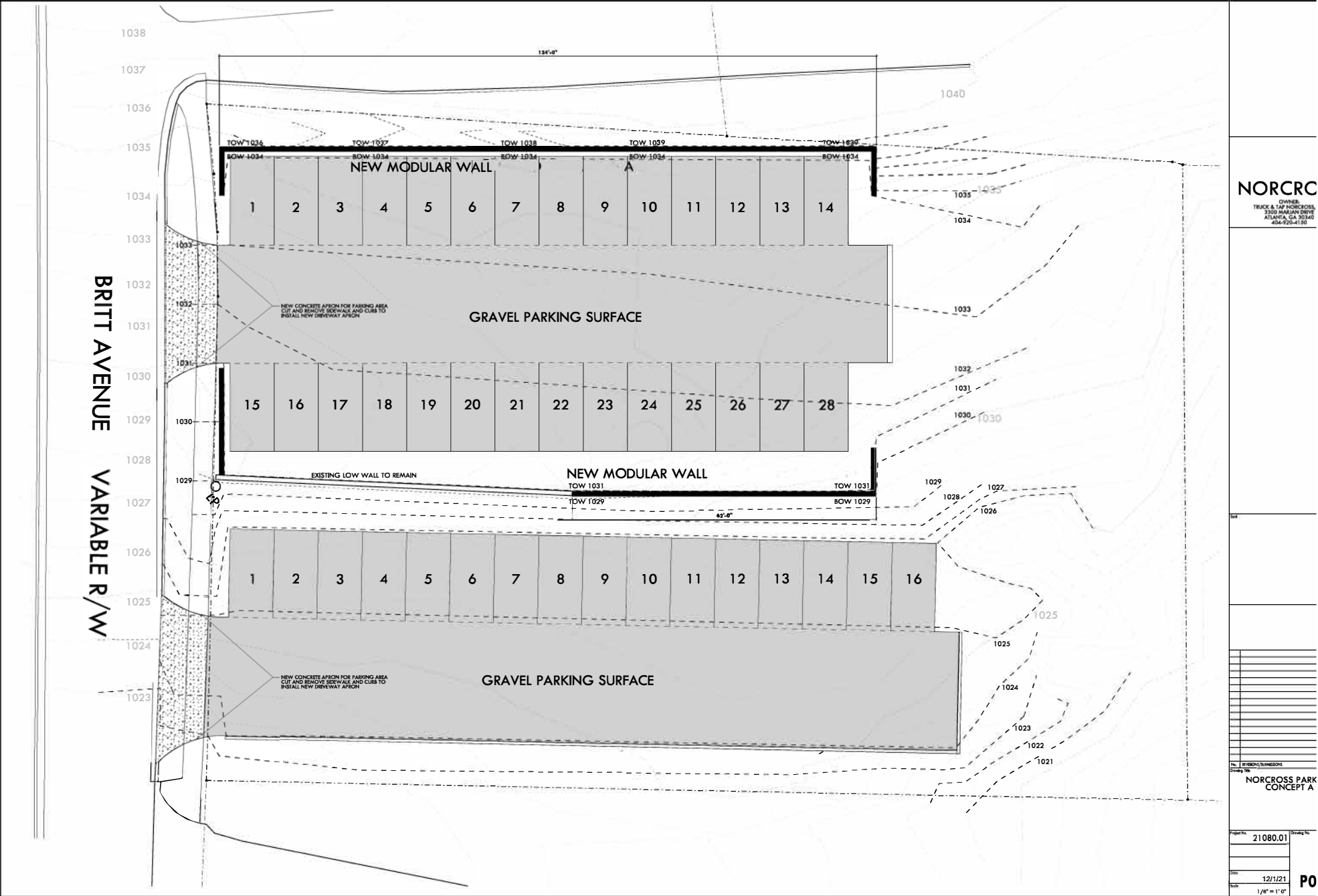
Consistent with Comprehensive Plan? (If applicable, please select which goal applies)

Goal 4: Maintains a Vibrant Economy and Continue to Facilitate Job Growth

Next Steps: City and DDA execute a mutually acceptable IGA to document the terms of the Agreement. DDA to complete permit drawings and bid documents for pricing by qualified contractors to establish final pricing for the Project.

Attachments: 1. Schematic Site Plan
2. Example Photos

Update



NORCRC

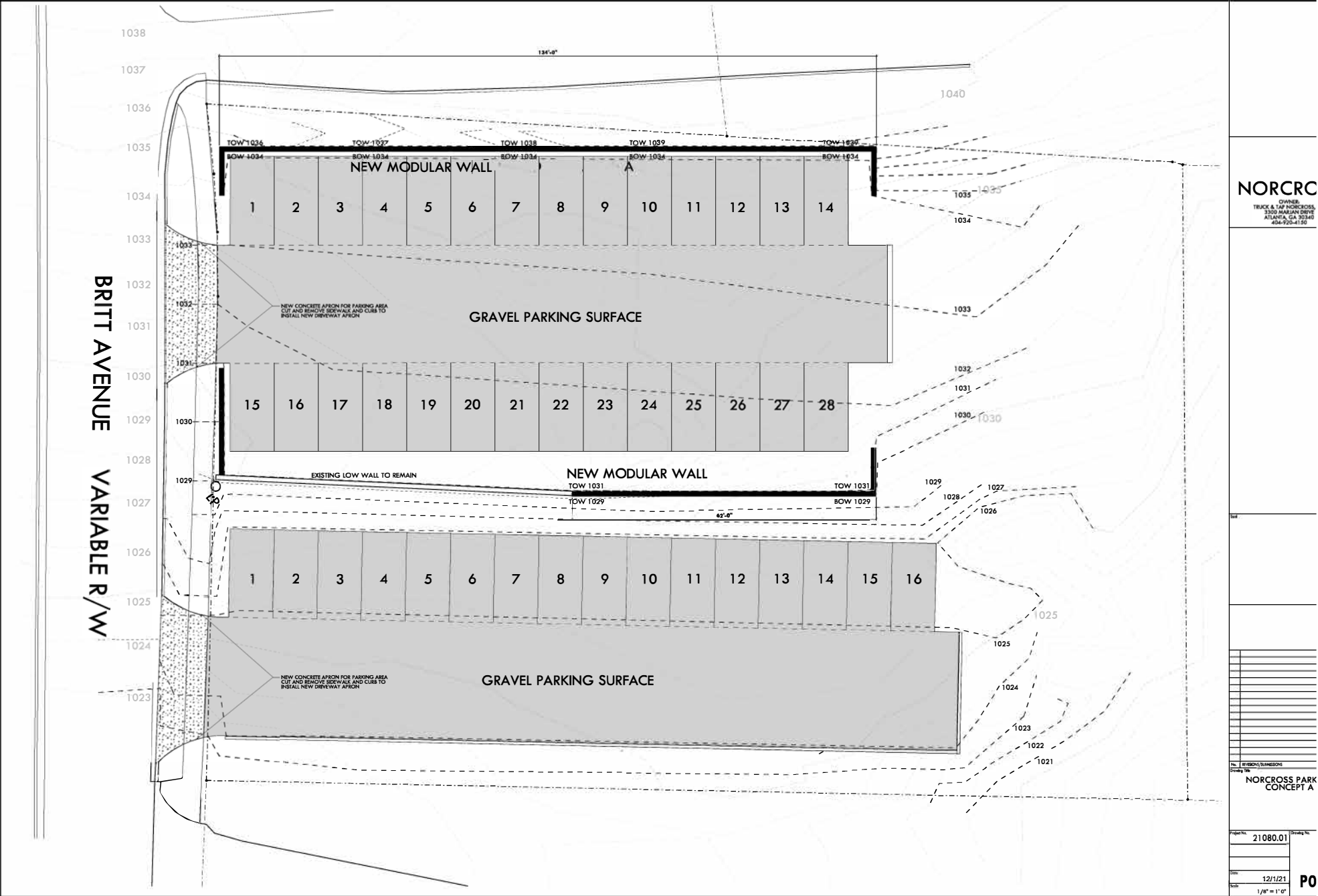
OWNER:
TRUCK & TAP NORCROSS,
3505 MARLAN DRIVE
ATLANTA, GA 30340
404-925-4155

NO. 1 REVISIONS/DIMENSIONS
Drawing No.
NORCROSS PARK
CONCEPT A

Project No. 21080.01
Drawing No.
Date 12/1/21
Scale 1/8" = 1' 0"
PO

Attachment: Agenda Report - Gravel Pave Parking at Phase 2 Property (Britt Street below Community





NORCRC

OWNER:
TRUCK & TAP NORCROSS,
3300 MARLAN DRIVE
ATLANTA, GA 30340
404-925-4155

NO. 1 REVISIONS/DIMENSIONS
Drawing No.
NORCROSS PARK
CONCEPT A

Project No. 21080.01
Drawing No.
Date 12/1/21
Scale 1/8" = 1' 0"

P0

Attachment: 1) Schematic Site Plans (23-6819 : Gravel Pave Parking at Phase 2 Property (Britt Street





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

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

City of Norcross

Legislation Details (With Details)

File #:	23-6835	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	Contract Award for Architectural & Engineering Services		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Contract Award for Architectural & Engineering Services](#)
2. [Architectural Design and Construction Services - PROPOSALS](#)
3. [Contractual Agreement - AE Services for Public Safety Building](#)

Title

Contract Award for Architectural & Engineering Services

Drafter

Antonio Harris

Motion

A motion to Approve/Deny the award of a contract for Architectural & Engineering services to CROFT & Associates.



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 & Planning Director

Meeting Date: October 2, 2023 - Mayor & Council

Item No.: 23-6835

Title: **RFP for Architectural & Engineering services**

CC: Eric Johnson, City Manager

Recommendation: To award the winning firm Croft the contracts for Architectural & Engineering services.

Background: The City of Norcross is planning to start a new design and construction of a new building at the old public library at 6025 Buford Hwy. The existing building and three homes will be demolished, and a new building will be constructed and serve as the new Norcross Police Administration Building. The City's desire is to have an architect design and construction plans finalized for bidding in the next 18 months. Within the next 16 weeks, we will develop a conceptual space programming plan for the new Administration Building. Final design and construction plan to follow.

Financial Impact: The funds for the Architectural & Engineering services will be utilized from the Special Investigation Funds/ Red Speed cameras funds. These funds are associated with the new Norcross Police Administration Building. Croft fees for the A/E services are \$979,213.00 for approximately 22 months. Below is a breakdown of those fees.

Concept Design: 5 weeks at \$56,276.61
Preliminary Design: 6 weeks at \$67,531.93
Construction Documents: 8 weeks at \$90,042.57
Bidding/ Permitting: 4 weeks at \$45,021.29.
Construction Administration: 64 weeks at \$720,340.60

Consistent with Comprehensive Plan? Yes, the Architectural Design and Construction Services– RFP is for the Norcross Police Administration Building. This is consistent with the 2040 Comprehensive Plan to help move the city forward in the future.

Next Steps: Start planning and programming efforts with Croft and our PM services with Turner, Townsend & Heery for the next five weeks. Schedule meetings and brainstorming sessions.

Attachments: Architectural Design and Construction Services - PROPOSALS

Update: No update at this time. Waiting for approval from mayor & Council.

***AGREEMENT BETWEEN
CROFT & ASSOCIATES, INC. AND
THE CITY OF NORCROSS***

***ARCHITECTURAL DESIGN & CONSTRUCTION ADMINISTRATION
SERVICES FOR NORCROSS POLICE ADMINISTRATION BUILDING
Project CDP 30-06***

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Agreement for Architectural Design & Construction Administration Services

This Agreement, made and executed as of the _____ day of _____, 2023 by and between _____ with a place of business at _____ (hereinafter called "Consultant") and **the City of Norcross, Georgia**, having its principal place of business at 65 Lawrenceville St., Norcross, Georgia (hereinafter called "Client"), collectively referred to herein as "Parties", provides as follows:

ARTICLE 1 – GENERAL OBLIGATIONS OF CONSULTANT

The description of the Client's project (The "Project") and the Scope of Services as they relate to Architectural Design & Construction Administration Services (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Consultant dated **June 30th, 2023** (the "Proposal"). The Proposal is made a part of this Agreement by reference. The Proposal includes the scope of services which complies with the requirements of the Request for Proposal (RFQ 30-06).

ARTICLE 2 – COMPENSATION

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

ARTICLE 3 – PAYMENTS

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

ARTICLE 4 – PERIOD OF SERVICE

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

ARTICLE 5 – CHANGE IN SCOPE OF SERVICES

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

give Client notification of any potential change in price for the Services. No such change, however, shall be effective or binding between the parties until mutually agreed to by the Parties in writing.

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

Client shall have the right to terminate this agreement with sixty (60) days by written notice for or without cause. In the event of such termination, all sums due to Consultant shall be paid in proportion of the work completed. Consultant shall deliver a work product and confidential information (as defined in Article 15) and any other information or documents in possession of Consultant to the Client within seven (7) days of the termination. Consultant shall have the right to suspend its Services or terminate this agreement for cause with sixty (60) days written notice to Client with an opportunity to cure such cause for termination within fourteen days of the notice given. For the purpose of this section only, cause shall mean the material failure of either party to perform the requirements of this contract after providing notice of the default and the opportunity to cure within seven (7) days, the failure to provide such documentation, feedback, or information within a reasonable that precludes either party from performing its obligations under this agreement, its obligations to financial advisors or auditors, or intentional fraud or misrepresentation.

ARTICLE 6 – STANDARD OF CARE

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

ARTICLE 7 – INDEMNIFICATION

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

ARTICLE 8 – LIMITATION OF LIABILITY

The Parties shall have no liability for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability. The Parties agree that the limitations and exclusions of liability set forth shall not be interpreted as a form of indemnification. Consultant shall be entitled to reasonably rely upon the sufficiency and accuracy of information furnished by the Client and others on the Project and shall not be liable for any erroneous or incomplete information so provided; however, the Consultant shall notify the client in writing of any known deficiencies in such information.

ARTICLE 9 – INSURANCE

- A. During the term of this Agreement, Consultant shall, as its sole expense, secure and maintain in-force policies of insurance of the following types:
 - 1. Workers' compensation coverage in accordance with the statutory requirements of the jurisdiction in which Services are to be performed.
 - 2. Employer's liability insurance with a limit of \$1,000,000.
 - 3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined of \$5,000,000 aggregate.
 - 4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of \$1,000,000 per occurrence.
- B. Consultant shall furnish Client Certificates of Insurance evidencing the insurance coverages required in this Article 9. Should any of the above insurance policies be cancelled before the termination of this Agreement, Consultant shall mail thirty (30) days' prior written notice to Client.

ARTICLE 10 – RELATIONSHIP OF CONSULTANT TO CLIENT

The Consultant shall be and shall operate as an independent contractor with respect to the Services performed under this Agreement and shall not be nor operate as an agent,

fiduciary, joint venture, partnership, or employee of Client. This Agreement is not intended to be one of hiring under the provisions of a Worker's Compensation statute or other law and shall not be so construed. This agreement shall not be construed as an agreement for partnership or joint venture.

ARTICLE 11 – PERSONNEL

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

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

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

ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

All materials and information that are prepared exclusively and uniquely for and funded by Client hereunder are the property of Client. Consultant may retain one complete set of reproducible copies of all of its Instruments of Service. All proprietary information, intellectual property, or other intellectual capital that Consultant has developed, created, or acquired prior to or independently of this Agreement are and shall remain the property of Consultant.

ARTICLE 13 – PERMITS AND LICENSES

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

ARTICLE 14 – ADHERENCE TO LAWS

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

ARTICLE 15 – NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

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

- A. Confidential Client information (“Primary Data”) disclosed to Consultant which is identified in writing by Client as proprietary to Client shall be: (1) Safeguarded, (2) maintained in confidence, and (3) made available by Consultant only to those of its employees or others who have a need to know and agree to equivalent conditions pertaining to nondisclosures as contained herein.
- B. Upon completion of the project or sooner if Client so requests the Consultant shall return to Client’s representative all Primary Data furnished to the Consultant under this Agreement and shall if requested deliver to the Client’s representative all drawings, schedules, calculations, and other documents generated by Consultant for use in connection with the project (“Secondary Data”)
- C. Consultant shall not use for itself or to disclose to third parties any Primary Data or Secondary Data without the prior written consent of Client.
- D. The nondisclosure obligations pertaining to Primary and Secondary data shall terminate three years from date Consultant’s association with this project terminates. Those closure obligations shall not apply to any data which:
 - 1. Was known to the Consultant (and previously unrestricted) before disclosure of primary data to Consultant under this Agreement or before generation of secondary data;
 - 2. Is subsequently acquired by the Consultant from a third party who was not in default of any obligation restricting the disclosure of such information; or
 - 3. Is subsequently available or becomes generally available to the public.
- E. Notwithstanding this non-disclosure obligation, Consultant may nevertheless draw upon its experience in its future association with other Clients.

ARTICLE 16 – [RESERVED]

ARTICLE 17 – FORCE MAJEURE

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

Consultant shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

ARTICLE 18 – PROJECT DELAY

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

ARTICLE 19 – [RESERVED]

ARTICLE 20 – GOVERNING LAW

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

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

- A. Client and Consultant understand and appreciate that their long-term mutual interests will be best served by affecting a rapid and fair resolution of any claims or disputes which may arise out of this Agreement. Therefore, both Parties agree to use their best efforts to resolve all such disputes as rapidly as possible on a fair and equitable basis. Toward this end, both Parties agree to develop and follow a process for presenting, rapidly assessing, and settling claims on a fair and equitable basis.
- B. If the dispute cannot be resolved, the Parties may elect to resolve the dispute through non-binding mediation. If mediation is to be utilized, the Parties shall select a single unrelated but qualified Mediator who shall hold a hearing (not to exceed half a day unless mutually agreed otherwise) during which each party shall present its version of the facts (support, if desired, by sworn, written testimony, and other relevant documents), its assessment of damages, and its argument periods. The Parties may also provide the Mediator with copies of any laws or regulations that they feel are relevant to the dispute. A copy of the Agreement and any disputed purchase orders will be provided to the Mediator. Formal written arguments, legal memorandum, and live testimony are discouraged but may be permitted at the discretion of the Mediator. Both Parties agree to make any involved employees or documents available to the other party for its review and use in preparing its position under this clause without the need for subpoena or other court order.

- C. Following the mediation, the Mediator will meet with both Parties and provide each of them, on a confidential basis, with his/her views of the strengths and weaknesses of their respective positions. The Parties will then reconvene and, with the assistance of the Mediator, attempt to resolve the matter. If the Parties cannot achieve resolution on the day of the mediation hearing or within forty-eight (48) hours thereafter, the Mediator will within fifteen (15) additional days issue a written non-binding decision on the issue.
- D. If the matter has not been resolved utilizing the processes set forth above and the Parties are unwilling to accept the non-binding decision of the Mediator, either or both Parties may elect to pursue resolution through litigation in a state court with applicable jurisdiction located within Gwinnett County, Georgia.
- E. The costs of the Mediator shall be borne equally by the Parties. Each Party will bear its own cost of mediation.

ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS

- A. Client acknowledges that Consultant is not an environmental expert or consultant in the field of hazardous materials (as defined by applicable law). With respect to hazardous materials or other pre-existing hazardous or non-hazardous conditions that may be present, below, on, about or otherwise affecting the Project or any property of Client, Consultant shall not be responsible to detect, handle, remediate or dispose of such materials or conditions.
- B. Consultant may at its discretion engage subcontractors to perform work hereunder provided Contractor shall promptly and fully pay said subcontractor and, in all instances, remain responsible for the proper completion of this contract.
- C. Contractor agrees to carry and pay for all workers compensation, public liability, property damage, unemployment compensation insurance and payroll taxes as required by law.
- D. Contractor shall at its own expense obtain all permits necessary for this project.
- E. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or unavailability of materials.
- F. Reserved.
- G. Contractor has familiarized itself with the nature and extent of the Agreement, work, locality, and with all local conditions and Federal, State, and Local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Services. Contractor is aware that it must be licensed to do business in the State of Georgia.
- H. No assignment by Contractor of any rights under or interests in the Agreement will be binding on the other Party hereto without the written consent of the Party sought to be bound.

ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS

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

To Consultant

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

To Client

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

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

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

ARTICLE 24 – MISCELLANEOUS

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

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

Consultant

By: _____

Title: _____

Date: _____

Client

By: _____

Title: _____

Date: _____

APPENDIX A – SCOPE OF SERVICES

PROJECT APPROACH

The CROFT team has a passion for designing great public safety facilities and understands how important the success of this project is to the City, the stakeholders and the citizens who will frequent the new building. We are highly skilled at creating facilities and environments that best address the needs of our local government clients. We work side-by-side with Cities and Counties of every size, offering strategic vision supported by design expertise to not only meet their goals, but also deliver more than they thought possible. We also have extensive experience on LEED certified and registered projects, achieving efficient, adaptable and simple solutions that sustain people, businesses and communities, as well as the natural environment. Our approach is that no two projects are the same. Each has goals and drivers that are unique to the City and the project's stakeholders and end users; therefore, each design should reflect and support the environment in which it is being built. We pride ourselves in creating unique solutions for our clients and their communities.

Understanding the Project Site

Our team was provided an outline of an initial program of spaces which was based on the concept of placing the new Norcross Police Headquarters completely within the footprint of the existing Library. We understand the site is a prominent location for the new home of the Police Headquarters. Chief Grogan has shared that he would like this to be a building that encourages the community to gather. It is a symbolic representation of a safe place for all people – whether it is utilized to book a crime, a place to report a crime, or a place where citizens can register their bikes, or attend a neighborhood meeting. It should be a place to serve the community in ways that reach beyond the standard ideas of what a police station is.

We have an ongoing, working relationship with The City of Norcross – therefore we bring a thorough understanding of the needs of the stakeholders and the citizens. We have listened to the ideas, the values and the wishes that the Chief and leaders required to achieve success for this building. Furthermore, we understand that there are new and additional stakeholders involved and we will work to determine the best solutions with the input of all parties to design a successful facility that complements the overall plans for the City of Norcross in its planned revitalization.

For our team, the first step in the design process was to initiate conversations with Chief Grogan and end users (through a series of interviews designed to determine both the current and future programmatic needs). This involved a walk-through of the existing administrative space at City Hall and the adjacent Wingo Street storage and warehouse building that houses the vehicle upfit and evidence storage. Within City Hall, the Police Headquarters currently utilizes approximately 10,200 SF of space. It highlighted the deficits of the current location of the Police Department, its administrative and security vulnerabilities, and what would be required for the new Police Headquarters. Through the verification process with Chief Grogan we determined that the future Police Headquarters requires 23,000 SF of new space. This includes the relocation of the existing spaces at City Hall, the Wingo Street functions, as well as a 5–10-year outlook for future planning. With a maximum of 11,916 SF of available space within the existing library, and a requested program of 23,000 SF, it was determined that the existing library could not serve as the new Police HQ. It would be less space than what is currently occupied at City Hall.

It's been communicated that the library location is ideal from a public safety standpoint to better serve the community and enhance the surrounding area. The topography and elevated nature of the library site naturally creates security measures that can be integrated into the architectural design rather than having to add supplemental, intimidating security measures that make the facility feel less welcoming to visitors. Our analysis has confirmed that the 2.01-acre library site will support the proposed new 23,000 SF Police HQ along with 39 public parking spaces and 29 secure parking spaces.

This new building would include a new secure sallyport (a much-needed security feature not currently at Police HQ at City Hall), a new vehicle evidence warehouse, as well as updated administrative office spaces and a new public event space that support the future needs of the Police department and the surrounding community.

Additionally, we have assisted in analyzing a similar exercise for the courts. The Clerk of the Court, Mr. Maurice Shepherd has communicated that the new courts facility would need to plan for a single courtroom with a capacity to support a minimum of 250 people with an adjacent waiting space large enough to hold the anticipated large number of court visitors along with the required administrative support and storage spaces. Our detailed analysis of the site indicates that the utilities currently within Stevens Road would contain an easement which would limit both the expansion into Stevens Road as well as the configuration of the building and parking layout. Therefore, Stevens Road would remain the main entry point and be converted into a cul-de-sac limiting traffic and increasing the security of the site. All parking would be allocated to the north side of Stevens Road. Our team understands the desire to execute this project with a fresh perspective and the CROFT team is intimately familiar with the site, the unique requirements of a public safety project and the wants and needs of the stakeholders. Our team has been involved in several public engagement sessions and understands the public desire for the new facility to adopt the fabric and historical context of the Norcross area, maintaining its integrity and heritage. **We have complemented our team with Allison Hardy as Senior Project Manager and experienced architect to bring a fresh set of eyes and an expert vision.** Our team looks forward to working alongside the selected the full design team to bring forth new ideas and solutions for a very successful project.

Police Headquarters Design Approach

CROFT has completed countless projects for local government clients' ensuring that they function optimally for the men and women who serve the community every day. There are many current trends and innovative design solutions for today's needs that should be considered which CROFT has incorporated in other police and public safety facilities that include:

- Engaging durable, sustainable principles.
- Functionally efficient.
- Materials and finishes that will be long lasting.
- Reduce maintenance needs of your facility.
- Adaptable design principles.

We understand that administrative facilities are comprised of several spaces including dispatch,

records, police chief, patrol sergeant, detective, code enforcement, multi-purpose space, sally port, fitness, administrative offices, etc.

New Build Approach

CROFT understands that the days of one-size-fits-all local government facilities are a thing of the past. CROFT collaborates with our local government clients to balance the needs and interests of various stakeholders, while expressing each cities' mission in all of our new build local government facilities. From an environmental perspective, concerns for the health, well-being and performance of staff and visitors are a priority, now more than ever. CROFT strategies include daylighting, increased air purification, the specification of sustainable and non-toxic building materials, and the use of renewable energy sources are gaining attention in local government design. At the same time, we focus on resources for the construction, maintenance, and upkeep of these public safety facilities.

Sustainability Approach

CROFT understands and is familiar with Leadership in Energy and Environmental Design for Building Design + Construction (LEED-BD+C) certification standards. We have multiple in-house LEED Accredited Professionals, including both, Architects and Engineers. CROFT's standard design includes sustainable features following the LEED Certification Credits. We have a vast experience with obtaining LEED standards in many project types including local, federal and corporate project types, including our work for National Parks Service (NPS) which require LEED Silver Certification. In order to achieve 100% Renewable, our approach will be to follow the LEED standards.

Your Advisor & Partner

Our role throughout the design and construction process is to leverage our team's professional expertise in guiding and advising you through the decision-making actions for the project. As we listen to your project goals and mission criteria, we will formulate authentic and suitable solution options for your consideration and decision. As your advisor, we will continually work to facilitate consensus among the many stakeholders.

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SCHEDULE

WEEKLY TEAM MEETINGS enable the design team and stakeholders to collaborate, coordinate and inform all team members of the project's progression, accomplished activities, pending decisions and information, remaining action items and next milestones. Meetings will be conducted via face-to-face, conference call, on-line GoToMeetings, and/or a combination thereof, as needed by the team and following any COVID restrictions.

VISUAL COMMUNICATION is achieved through the combination of skilled architectural sketching and technological Building Information Modeling (BIM). The benefit of BIM technology is our ability to generate "virtual presentations" for your use and review during the various stages of design.

PRELIMINARY PROJECT SCHEDULE		ACTIVITIES
SCHEMATIC DESIGN	5 WEEKS 2 meetings anticipated	• Develop Floor Plans for Review • Plan Review Meetings • Update Plan Changes • Present Plans and Elevations
DESIGN DEVELOPMENT	6 WEEKS 3 meetings anticipated	• Development of Building Envelope & Interiors • Layout/Design of Site and Building Systems • Outline Specifications • Design Development Review Meetings • Design Development Review & Update • Refine/Confirm Project Budget Estimate
CONSTRUCTION DOCUMENTS	8 WEEKS 3 meetings anticipated	• Production of Project Design & Details • Completion of Site Design • Land Disturbance Permitting • Coordination, Constructibility & Quality Control Reviews • Construction Document Review Meetings • Project Budget Analyzed Base on Final Documents
BIDDING/ PERMITTING	4 WEEKS 3 meetings anticipated	• Submit permit sets to Authorities Having Jurisdiction (AHJ) • Respond to AHJ comments • Assist City with Bidding • Respond to questions generated during bidding (issue Addendum's)
CONSTRUCTION/ CONSTRUCTION ADMINISTRATION	16 MONTHS (estimated) 32 OAC/Site meetings, 2 Punch Visits anticipated	• Pre-Construction Meeting • Site Observation reports (at each OAC Meetings) • Attendance to bi-weekly OAC meetings • Review and respond to RFI's submitted • Review shop drawing in accordance to design intent • Issue Addendums and Bulletins if required • Review contractors pay application

SCHEDULE

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SCHEMATIC DESIGN	5 WEEKS 2 meetings anticipated	• Develop Floor Plans for Review • Plan Review Meetings • Update Plan Changes • Present Plans and Elevations
DESIGN DEVELOPMENT	6 WEEKS 3 meetings anticipated	• Development of Building Envelope & Interiors • Layout/Design of Site and Building Systems • Outline Specifications • Design Development Review Meetings • Design Development Review & Update • Refine/Confirm Project Budget Estimate
CONSTRUCTION DOCUMENTS	8 WEEKS 3 meetings anticipated	• Production of Project Design & Details • Completion of Site Design • Land Disturbance Permitting • Coordination, Constructibility & Quality Control Reviews • Construction Document Review Meetings • Project Budget Analyzed Base on Final Documents
BIDDING/ PERMITTING	4 WEEKS 3 meetings anticipated	• Submit permit sets to Authorities Having Jurisdiction (AHJ) • Respond to AHJ comments • Assist City with Bidding • Respond to questions generated during bidding (issue Addendum's)
CONSTRUCTION/ CONSTRUCTION ADMINISTRATION	16 MONTHS (estimated) 32 OAC/Site meetings, 2 Punch Visits anticipated	• Pre-Construction Meeting • Site Observation reports (at each OAC Meetings) • Attendance to bi-weekly OAC meetings • Review and respond to RFI's submitted • Review shop drawing in accordance to design intent • Issue Addendums and Bulletins if required • Review contractors pay application

APPENDIX B – COMPENSATION

FEE PROPOSAL

The lump sum fee is in the enclosed envelope.



MORE THAN 500

local government projects by
the CROFT team



June 27, 2023

**RE: Fee Proposal
RFQ 30-06
City of Norcross Police Administration Building**

We are pleased to submit this proposal to provide architecture and engineering services for the project referenced above. We look forward to working with you to accomplish this exciting project.

This proposal is based on the information provided in the above referenced RFQ.

PROJECT SUMMARY

The project is the development of construction documents and construction administration services for the new City of Norcross Police Administration Building, based on the RFQ document provided.

SCOPE OF SERVICES

Design services will be divided into three phases: Schematic Design, Design Development, Construction Documents and Construction Administration.

- **Schematic Design**

Initially this phase will be to refine the concept renderings and to develop a conceptual floor plan to ensure it captures the goals of the City of Norcross. Once the conceptual phase is approved, we will be focused on fully understanding the regulatory requirements of the Authorities Having Jurisdiction (AHJ) and their process for review and approval of this project. The goal of the schematic design phase will be preliminary approval by the AHJ. Client approval of the schematic plans and front elevation will be required to proceed to the Design Development phase.

Deliverables for Schematic Design phase will be as follows:

- Site Plan
- Floor Plan
- Exterior Elevation(s)

- **Design Development**

The Design Development phase consists of further development of the design documents in accordance with the approved Schematic Design. The design team will produce drawings that include floor plans, roof plan, building section, major interior elevations, exterior elevations, finishes and typical wall sections. The overall structural system as well as the mechanical, electrical, and plumbing systems will be defined in drawing and narrative form. The drawings will be presented for your review, comment, and approval.

- **Construction Documents**

The approved Design Development drawings will be the basis for the Construction Documents. In general, CROFT will prepare Construction Documents in sufficient detail for permitting with the Authorities Having Jurisdiction and for construction of the new building.

Design services that will be performed for this phase will include:

- Architecture

- Interior Design
- Civil Engineering
- Structural Engineering
- Mechanical/Plumbing Engineering
- Electrical Engineering

- **Construction Administration**

Services performed during this phase will include:

- Twenty-Two (22) site visits (total) to observe construction progress – Owner/Architect/Contractor (OAC) meetings; Eighteen (18) visits by the Architect and one (1) each by the Civil and Structural Engineers; two (2) by the Electrical and Mechanical Engineers; one (1) pre-construction meeting.

DESIGN ASSUMPTIONS

1. The estimated construction budget for this project is \$20,000,000.
2. Attendance at Public Hearings or Zoning Commission Meetings is included as a part of this proposal.
3. Attendance at meetings with code review officials and end users are included in the base services of this fee proposal.
4. A boundary survey allowance has been listed in the professional fee proposal below.
5. All site utilities are presumed to be adequate for building requirements without need for supplemental systems.
6. Geotechnical services are not included as a part of this proposal and will be provided by the owner. Material and Soil Report shall be provided to CROFT at the start of the project.
7. Environmental services are not included as a part of this proposal. If required, owner will contract an environmental engineering firm as needed to provide appropriate reports and recommendations. Environmental reports shall be provided to CROFT at the start of the project.
8. Preparation of renderings, 3D views are included as part of this proposal.
9. We will design this building using sustainable design principles, but LEED certification is not included as a part of this proposal.
10. Design services will include incorporation of minor revisions that arise during the design process but will not include major changes to the project layout or scope. Revisions made after approval of the Schematic Design documents by the owner will be additional services.
11. Issue of Special Inspections Schedule is included in design scope. Managing special inspections is not included as a part of this proposal. Special Inspector/Testing Firm will manage and provide reports to the Owner, Contractor, Architect, and local authority if required. Contractor is required to correct deficiencies based on the reports. Final certification letter, "Final Report of Special Inspections Acceptance," to the Building Official, verifying completed inspections and compliance to design is not included as a part of this proposal.
12. Energy Management System design is not included as a part of this proposal.
13. Energy compliance forms are not included as a part of this proposal. If required time spent will be invoiced as a reimbursable.
14. Fire protection sprinkler design services are limited to criteria specifications only, with actual hydraulic calculations and system design documents by the sprinkler contractor.
15. Design of fire or domestic water booster pumps or water storage tanks are not included as a part of this proposal.
16. Emergency generator design is not included as a part of this proposal.
17. Life cycle cost analysis or energy cost analysis are not included as a part of this proposal.
18. Sound System consultant and design is not included as part of this proposal.
19. Acoustical consultant and design are not included as part of this proposal.

20. Permit set(s) will be sent to authorities having jurisdiction. No permitting fees are included as part of this proposal. Support of the permitting process is limited to addressing one round of comments from the review officials. Additional comments will be addressed on an hourly basis.
21. Construction cost estimates and project budgeting services are not included as a part of this proposal.
22. Limited Construction Administration services (shop drawing and submittals review and site visits) are included as a part of this proposal as outlined above. Travel time to and from project sites will be billed as reimbursable expenses. Owner/Architect/Contractor (OAC) meetings are not included during the Construction Administration phase other than during the site visits.
23. This proposal is good for sixty (60) days from the date of the proposal.
24. Reimbursable expenses are included in the Professional Fee.

DELIVERABLES

Deliverables will be provided electronically in PDF file format for your use.

PROFESSIONAL FEES

Professional fees for the project scope as outlined above will be as follows:

▪ Schematic Design.....	\$ 81,600
▪ Design Development.....	\$369,600
▪ Construction Documents.....	\$283,200
▪ Construction Administration.....	\$244,800
▪ Survey Allowance.....	\$ 13,000

PAYMENT TERMS AND CONDITIONS

Progress billings will be sent monthly based on effort expended with the balance of the fee for each phase due upon delivery of the respective phase. Invoices are due upon receipt.

ADDITIONAL SERVICES

Additional services or changes to the project scope, as defined above, will be proposed, and documented in writing and will be formally approved by the client. No additional fees will be charged without your prior written approval.

Thank you for the opportunity to submit this proposal and we look forward to working with you to accomplish this project. Should you have any questions regarding this proposal, please do not hesitate to give me a call.

Sincerely,

CROFT & Associates



Earl Smith

Vice President, Local Government



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 #:	23-6831	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	RFP for HRIS Software		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - RFP HRIS System](#)
2. [RFP HR- 2023-01 Human Resources Information System](#)

Title
RFP for HRIS Software

Drafter
Camille Washington

Motion
A motion to Approve/Deny the issuance of a Request for Proposals (RFP) to solicit the services of a qualified Human Resources Information System (HRIS) vendor with verifiable experience.



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: Camille Washington, HR Manager

Meeting Date: October 2, 2023 - Mayor & Council

Item No.: 23-6831

Title: HR Information System (HRIS) RFP

CC: Eric Johnson, City Manager

Recommendation:

The HR Department requests approval from the Mayor and Council for the issue of an RFP. We want to solicit the services of a qualified Human Resources Information System (HRIS) vendor with verifiable experience to provide.

Background: The system is much needed to streamline our everyday HR processes. It will help us improve our performance by tracking employee evaluations and incorporating ongoing feedback. There are also tools to help us reach qualified candidates through the Insight feature, connecting us to the public sector job board. It will enable us to hire and onboard new employees in less time. The HRIS system will deliver valuable reporting to help us make good workforce decisions, and it would greatly benefit the HR department.

Financial Impact:

Funding for implementing and maintaining the HRIS system is in the FY24 budget.

Consistent with Comprehensive Plan?

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

Next Steps: Issue RFP upon Council's approval.

Attachment:

RFP HR- 2023-01 Human Resources Information System

Update:

N/A

City of Norcross
Human Resources Department

Request for Proposal (HR- 2023-01)

HRIS (Human Resource Information System)

PROJECT SCOPE

The City of Norcross is exploring the possibility of adding an HRIS (Human Resource Information System). Must be able to integrate with other software programs such as Tyler Technologies (*Incode*).

There are four categories that will be needed to make this a viable solution for the City of Norcross. (1) Insight/Recruitment (2) Performance Management (3) Onboarding/Offboarding (4) Learning/Training.

1. **Insight/Recruitment** - A module that serves as an applicant tracking solution, designed for organizations to attract and hire high-quality candidates efficiently and equitably. Seamlessly post to multiple job boards from one location. Monitor job posting health to determine when more advertising is needed. Built-in analytics for EEO reporting and customize scoring rules to rank candidates.
2. **Performance** – A performance management module that can assist with user-friendly tools that automate processes, provide detailed data reports, and create more transparency. The module should also improve manager/employee relationships while improving performance. Deliver feedback to drive employee success. Delivers valuable reporting to make inform workforce decisions.
3. **Onboarding** – A module that provides powerful, user-friendly tools that enable existing staff to be more effective and new hires to be prepared and productive from day one. A consistent and positive onboarding experience can be the difference-maker between losing and retaining quality candidates. Ability to upload photos and videos to introduce new employees to team members and leadership. The same applies for offboarding, when an employee resigns/terminated, an automated process to expedite the exit interview.
4. **Learning/Training** – A module that automates manual tasks to save time, reduce errors, streamline benefits processes, and increase operational efficiency. Allows the HR staff to choose from various detailed employee data reports and configure them to meet our organization's needs. Assign courses to employees, and entire departments. The module should also focus on online employee training to cultivate growth, promote excellence, and improve retention.

INSTRUCTIONS

All sealed bids must be submitted **Tuesday October 31, 2023, at 11:00 a.m.** to the address below: Please submit two hard (paper) copies to:

Camille Washington, HR Manager
HR-2023-01
Human Resources Department
65 Lawrenceville Street
Norcross, GA 30071

Please request bidding documents/specifications and submit questions via e-mail only. Submit questions/requests to Camille Washington @ cwashington@norcrossga.net

All questions/requests must be submitted via e-mail prior to **October 27, 2023.**

We appreciate your interest in the City of Norcross!

SPECIFICATIONS

This project will consist of the above scope for City Hall. The HR Department is looking to adopt an HRIS system that will replace our current manual recruiting and onboarding process.

REQUIREMENT

Estimates must include labor and all materials as specified; no substitutions for materials are allowed unless approved by the 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 vendors engaged in work of this type and magnitude.

B. 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.

C. 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 the City of Norcross reserves the right to decide which Bid it deems lowest and best. In arriving at this decision, full consideration will be given to the reputation of the Bidder and their work of this type successfully completed for other entities.
2. Bidders are advised to carefully examine each of the four sites of the proposed work areas and to familiarize themselves with location conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully regarding the conditions under which the work will be performed. The City of Norcross will not be responsible for the 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.

D. 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 an 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 the Bidder's contracts to the next lowest responsible bidder or the re-advertisement and re-bidding of any and/or all of these contracts.

E. Production Requirements

1. Time is of the utmost importance for 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.

F. Location and Site

The site location: 65 Lawrenceville Street, Norcross GA 30071 – Cloud Based Software.

1. The Contractor shall accept the sites in their present condition and carry out all work in accordance with the requirements of the specifications as indicated from the site survey and placement of all hardware and access points.
2. The Contractor, before submitting a bid is required to visit the sites and acquaint himself/herself 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.

3. The Contractor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

G. 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.

H. 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.

I. Materials

1. Unless otherwise specified in the Contract Documents, Contractor 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.

J. Inspection

The 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.

K. Contract Requirements

1. Successful vendor is required to do the following within ten (10) days of Notice:
 - a) Return to IT Department contract documents executed by the authorized representative attested by the corporate secretary treasurer.

- b) Provide Insurance Certificates as specified in the bid documents.
 - c) Provide bonding as required by the bid documents.
2. Failure to execute the Contract or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the bid guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next lowest, responsible bidder, or the work may be re-advertised or constructed by City forces. The Contract and Contract Bonds shall be executed in duplicate.

L. Miscellaneous Provisions

- 1. Work Hours: No work shall take place on Sunday unless approved by the City of Norcross. The contractor shall submit to the City of Norcross a written request at least seven (7) days prior to the weekend work. See City Ordinance Sec. 26-22.
- 2. Detour/Closures: All road closures and detours shall be approved by the Norcross Department of Public Works.
- 3. Residential Refuse: The Contractor is required to contact Norcross Public Works department at 678-421-2069, to obtain sanitation schedules to reduce inconveniences to the citizens of Norcross.
- 4. Disposal of Refuse: The Contractor shall be solely responsible for disposing of materials and shall consider, before bidding, the compliance with the above-stated ordinances and regulations. Disposal of debris must be done in a lawful manner, in accordance with all applicable federal, state and/or local laws, statutes, rules, ordinances, and/or regulations. All trash and debris shall be collected and removed from the site(s) 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

_____ Bid Form

_____ Certificate of Liability Insurance

_____ E-Verify Contractor & SAVE Affidavits

_____ Reference Page

_____ Ship Proposal to: City of Norcross
65 Lawrenceville Street
Norcross, GA 30071
Attn: C. Washington

Attachment: RFP HR- 2023-01 Human Resources Information System (23-6831 : RFP for HRIS Software)

References for _____

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

The 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: _____



E-Verify Contractor Affidavit

O.C.G.A. § 13-10-91 (b)(1)

Physical performance of services: Contracts with the City involving both physical labor and any services over \$2499.99 in value. Contractors must be registered with and use the E-Verify program. If you have not registered, you can find the information at www.uscis.gov (click on E-Verify Homepage, see start here directions.)

It is the responsibility of the Contractor to submit additional E-Verify Affidavits on every Sub-Contractor for this project.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Norcross has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Project Name: _____ Date of Project: _____

Legal Name of Contractor: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Federal Work Authorization User Identification Number (E-Verify Number): _____ (4-6 digit numeric #)

Date of Authorization: _____

EXEMPT: YES OR NO

****If a contractor has no employees and does not hire or intend to hire, they may satisfy the law by submission of (State DL or State ID) Drivers' License Number: _____***

I hereby declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Officer/Agent

Date

Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20 ____

Executed in _____ (City), _____ (State)

NOTARY PUBLIC Signature

My Commission Expires



SAVE Public Benefit Affidavit O.C.G.A. § 50-36-1

Instructions: As required by Georgia Security and Immigration Compliance Act of 2006, as amended, every agency administering or providing Public Benefits is responsible for requiring that applicants for public benefits execute a sworn affidavit verifying the applicant's lawful presence in the United States (Ga. Code 50-36-1(f)(2). The applicant shall execute this affidavit in front of a Notary and return it to the city along with the associated application, renewal form, contract, bid packet, or another applicable document.

By executing this affidavit under oath, as an applicant for _____ (Occupational Tax license or Alcoholic Beverage license or any other Public benefit) as referenced in O.C.G.A. § 50-36-1, from the City of Norcross, the undersigned applicant verifies one of the following with respect to my application for public benefit. (Please check one)

- 1) _____ I am a United States citizen. (REQUIRES VERIFICATION AT SUBMISSION)
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:

_____.

The undersigned applicant has also hereby verified that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by Georgia Law O.C.G.A § 50-36-1(f) (1) A complete list of secure and verifiable documents on back of this form.

REQUIRES VERIFICATION AT SUBMISSION – Which type of secure and verifiable document was provided with this affidavit? _____.

In making the above representation under oath, I understand that any person who knowingly and willfully who makes a false, fictitious, or fraudulent statement or representation in this affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

MUST BE COMPLETED BY NOTARY

I, _____ (representative for) _____
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

Signature of Applicant

Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Executed in _____ (City), _____ (State)

NOTARY PUBLIC Signature

My Commission Expires

SECURE AND VERIFIABLE DOCUMENTS

The following is a list of secure and verifiable documents, published under the authority of O.C.G.A.

§ 50-36-2 contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

- A United States passport or passport card
- A United States military identification card
- A driver's license issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. **Please note that a driver's license from one of the following states is NOT acceptable at this point due to non-compliance with the immigration verification prior to issuance: Alaska, Idaho, Illinois, New Jersey, New Mexico, New York, Rhode Island, Utah or Washington, PENDING: Maryland and Massachusetts.
- An identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer.
- A tribal identification card of a federally recognized Native American tribe, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A listing of federally recognized Native American tribes may be found at: <http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirectory/index.htm>
- A United States Permanent Resident Card or Alien Registration Receipt Card
- An Employment Authorization Document that contains a photograph of the bearer
- A passport issued by a foreign government.
- A Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
- A Free and Secure Trade (FAST) card
- A NEXUS card.
- A Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
- A driver's license issued by a Canadian government.
- A Certificate of Citizenship issued by the United States Department of Citizenship and
- Immigration Services (USCIS) (Form N-560 or Form N-561)
- A Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-550 or Form N-570)

In addition to the documents listed herein, if, in administering a public benefit or program, an agency is required by federal law to accept a document or other form of identification for proof of or documentation of identity, that document or other form of identification will be deemed a secure and verifiable document solely for that particular program or administration of that particular public benefit. [O.C.G.A. § 50-36-2(c)]



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 #:	23-6795	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	Personal Transportation Vehicle (PTV/Golf Cart) Ordinance		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Personal Transportation Vehicle \(PTV\) Ordinance](#)
2. [1\) Proposed City of Norcross Personal Transportation Vehicle \(PTV\) Ordinance](#)
3. [2\) Proposed City of Norcross PTV Route - List of PTV Permitted Streets](#)

Title

Personal Transportation Vehicle (PTV/Golf Cart) Ordinance

Drafter

Bill Grogan

Motion

A motion to Approve/Deny an amendment to Chapter 34 of the Code of the City of Norcross, Georgia shall be amended so as to provide an Article V, which shall be titled Personal Transportation Vehicles, with the following enacting clause:

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



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

Agenda Report

To: Mayor and Council

From: Bill Grogan, Chief of Police

Meeting Date: October 2, 2023 – Mayor & Council

Item No.: 23-6795

Title: **Personal Transportation Vehicle (PTV) Ordinance**

CC: Eric Johnson, City Manager

Recommendation

Staff recommends Mayor and Council adopt the proposed Personal Transportation Vehicle (PTV) ordinance.

Background

Golf carts, as designed for golf courses, are not permitted on public streets. Modified golf carts meeting certain equipment requirements and restrictions are considered Personal Transportation Vehicles (PTV) under State of Georgia law. Any local authority desiring to establish operating standards (via ordinance) for PTVs must comply with State law and create a Personal Transportation Vehicle Transportation Plan. To create a Plan, a study of the impact PTVs may have on our streets is required. A study was conducted and presented to Mayor and Council at the August Policy Work Session. Staff was directed to bring back an ordinance allowing PTVs on existing downtown accessible 25 mph streets.

Financial Impact

Minimal cost of street signage, advertising/PR, and legal fees. Estimated to be under \$5000.

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

Yes:

Goal 1: Continues to define Norcross' sense of place

Goal 2: Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
Goal 3: Increases Opportunities for Travel via Different Modes within and Outside the Community
Goal 4: Maintains a Vibrant Economy and Continue to Facilitate Job Growth
Goal 6: Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Next Steps

After adoption, staff will develop educational messages for the City website and social media to notify citizens about the ordinance requirements, how to register, permitted streets and rules, etc. A warning period will begin to allow for further education prior to any required citations.

Attachments

- 1) Proposed City of Norcross Personal Transportation Vehicle (PTV) Ordinance
- 2) Proposed City of Norcross PTV Route – list of PTV permitted streets

UPDATE

Ordinance No. _____

**AN ORDINANCE TO PROVIDE REGULATE THE OPERATION OF PERSONAL
TRANSPORTATION VEHICLES, TO INCORPORATE TRAFFIC RULES, TO
PROVIDE FOR PENALTIES FOR VIOLATIONS, TO REPEAL ALL INCONSISTENT
ORDINANCES, AND TO PROVIDE AN EFFECTIVE DATE**

ENACTING CLAUSE. The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Unified Development Ordinance of Norcross, Georgia (hereinafter, the “Unified Development Ordinance”) is 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 Unified Development Ordinance.

I. AMENDMENTS

Chapter 34 of the Code of the City of Norcross, Georgia shall be amended so as to provide an Article V, which shall be titled Personal Transportation Vehicles. Article V shall be incorporated into the Code of the City of Norcross, Georgia as provided below:

ARTICLE V. PERSONAL TRANSPORTATION VEHICLES

Sec. 34-150. Definitions.

For the purpose of this article, the following definitions shall apply, unless the context clearly indicates or requires a different meaning.

Personal transportation vehicle (PTV) (to include golf carts meeting definition and maintaining all equipment standards in section 34-153) means any motor vehicle with a minimum of four wheels, capable of a maximum level ground speed of less than 20 miles per hour, with a maximum gross vehicle unladen or empty weight of 1,375 pounds, and capable of transporting not more than eight persons. Such vehicles may also be referred to as “motorized carts” or “modified golf carts”. The term does not include mobility aids, including electric personal assistive mobility devices, power wheelchairs, and scooters, that can be used indoors and outdoors for the express purpose of enabling mobility for a person with a disability. The term also does not include any all-terrain vehicle or multipurpose off-highway vehicle.

Driver's license means a valid license to operate a motor vehicle issued by the State of Georgia or any other state.

Proof of insurance means documented (written) proof of liability insurance on the PTV insuring against personal injury and damage to property of any nature relative to the operation of a PTV on designated city streets and roads in an amount not less than required by Georgia law for motor vehicles operated on public highways in the State of Georgia.

Sec. 34-151. Operation of personal transportation vehicles (PTV).

- (a) The City of Norcross adopts O.C.G.A. §§ 40-6-330 through 40-6-331 "Personal Transportation Vehicles" and 40-6-363 through 40-6-369.1 "Personal Transportation Vehicle Transportation Plan". Provided all provisions of this article are followed, PTVs as defined by O.C.G.A. § 40-1-1 (43.4) may only be operated on public roads or on multi-use paths designated as a PTV Route comprising of streets approved for PTVs and adopted by Resolution by the Mayor and City Council.
- (b) PTVs must always be operated by a licensed driver. Drivers with learner's permits may drive PTVs according to the same rules by which they may drive automobiles.
- (c) The number of occupants in a PTV shall be limited to the number of persons for whom factory seating is installed and provided for in the PTV. The operator or any occupant shall be seated in the PTV and no parts of the bodies of the operator or any occupant shall extend outside the perimeter of the PTV while the PTV is being operated.
- (d) Children zero through three years of age riding in a PTV shall be properly protected using a crash-tested, federally approved child restraint device; such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat.

Sec. 34-152. Insurance required.

The operator or owner of a PTV shall have written proof of insurance. Documentation of such coverage shall be submitted during the registration process outlined in section 34-155, must be valid at all times during operation, and must be kept in the PTV or carried by the person operating the PTV at all times during operation.

Sec. 34-153. Equipment requirements.

- (a) All PTVs shall be equipped with:
 - (1) A braking system sufficient for the weight and passenger capacity of the vehicle, including a parking brake;
 - (2) A reverse warning device functional at all times when the directional control is in the reverse position;
 - (3) A main power switch. When the switch is in the "off" position, or the key or other device that activates the switch is removed, the motive power circuit shall be inoperative. If the switch uses a key, it shall be removable only in the "off" position;
 - (4) Head lamps;

- (5) Reflex reflectors;
 - (6) Tail lamps;
 - (7) A horn;
 - (8) A rearview mirror;
 - (9) Safety warning labels; and
 - (10) Hip restraints and hand holds or a combination thereof.
- (b) A gasoline powered PTV shall be equipped with factory installed safety systems, including indicator for gasoline or propane leaks, a speed governor, and an exhaust system in good working order and in constant operation, meeting the following specifications:
- (1) The exhaust system shall include the piping leading from the flange of the exhaust manifold to, and including, the muffler(s) and exhaust pipe(s).
 - (2) The exhaust system and its elements shall be securely fastened.
 - (3) The engine of every cart shall be equipped, adjusted and tuned, as to prevent the escape of excessive smoke or fumes.
- (c) Electric PTVs shall be equipped with, at a minimum, all factory installed safety systems and a charge indicator for low battery.
- (d) All PTVs regulated by this article shall be maintained in safe condition at all times.

Sec. 34-154. Traffic rules.

- (a) The operator of the PTV shall comply with all traffic rules and regulations adopted by the State of Georgia (O.C.G.A. Title 40) and the City of Norcross (city code chapter 34) which govern the operation of motor vehicles.
- (b) All laws and ordinances relative to alcohol and the use thereof, including open container laws, apply to the operator and occupants of PTVs.

Sec. 34-155. Registration and affidavit of owner; fee.

The owner of a PTV shall register the PTV with the city once every five years for a fee not to exceed the amount set forth in O.C.G.A. § 40-6-331. PTV registration shall be filed with the Finance and Administrative Services. The registration shall be completed on forms provided by the Finance and Administrative Services. As part of the registration process, each owner shall be required to sign an affidavit that the information provided by the owner on the registration form is true and correct to the best of their knowledge and that the owner will abide by all laws and regulations regarding ownership and operation of a PTV. Registration shall be posted in any PTV operated within the City of Norcross.

Sec. 34-156. Penalty.

A violation of any provision of this article shall constitute a violation of the Norcross City Code. An owner, lessee or operator may be cited to appear in the Norcross Municipal Court. Upon finding by such court that an owner, lessee, or operator of a PTV has violated any provision of this article, they shall be subject to punishment as provided in section 1-11 upon conviction.

Sec. 34-157. Liability disclaimer.

This section is adopted to address the interest of public safety. PTVs are not designed or manufactured to be used on public streets, and the City of Norcross in no way advocates or endorses their operation on public streets or roads. The City, by regulating such operation is merely trying to address obvious safety issues, and adoption of this section is not to be relied upon as a determination that operating on public streets is safe or advisable even if done in accordance with this section. All persons who operate or ride upon PTVs on public streets or roads do so at their own risk and peril, and must be observant of, and attentive to, the safety of themselves and others, including their passengers, other motorists, bicycles, and pedestrians. The City of Norcross has no liability under any theory of liability and the City assumes no liability for permitting PTVs on public streets and roads. Any person who operates a PTV is responsible for procuring liability insurance sufficient to cover the risk involved in using a PTV on the public streets and roads.

II. REPEALER.

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

III. EFFECTIVE DATE.

This Ordinance shall become effective immediately and shall remain in effect until revised or repealed by further action the Mayor and Council of the City of Norcross.

(Intentionally Blank—Signature on Following Page)

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

Craig Newton, Mayor

ATTEST:

Monique Lang, City Clerk

DRAFT

ROAD NAME	FROM	TO	LENGTH IN MILES
Academy Street	Lawrenceville Street	Born Street	0.11
Autry Street	South Peachtree Street	Nesbit Street	0.65
Beutell Street	Lawrenceville Street	dead end	0.22
Born Street	Lawrenceville Street	Wingo Street	0.20
Buchanan Street	Park Drive	North Barton Street	0.22
Brundage Lane	Nesbit Street	Ruth Street	0.10
Carlyle Street	Buford Highway	South Peachtree Street	0.17
College Street	Holcomb Bridge Road	Britt Street	0.13
Colonel Jones Alley	Holcomb Bridge Road	Autry Street	0.17
Doc's Creek Ct	Sunset Drive	dead end	0.07
Dogwood Circle	Dogwood Walk Lane	dead end	0.52
Dogwood Walk Lane	dead end	dead end	0.17
Ewing Street	Autry Street	Nesbit Street	0.06
Freeman Circle	Sunset Hills Drive	dead end	0.04
Georgetown Park Drive	Hunter Street	dead end	0.28
Holcomb Bridge Road	South Barton Street	Buford Hwy	0.41
Hunt Street	Lawrenceville Street	dead end	0.19
Hunter Street	Thrasher Street	Georgetown Park Drive	0.56
Hunter Hall Court	Hunter Street	dead end	0.06
Jones Street	College Street	Thrasher Street	0.12
Kelly Street	Thrasher Street	West Peachtree Street	0.16
Kenn Manor Way	Hunter Street	dead end	ALL
Lake Drive	West Peachtree Street	Ruth Street	0.19
Langford Drive	West Peachtree Street	Hunter Street	0.82
Langford Lane	Langford Drive	dead end	0.12
Lawrenceville Street	Jones Street	Buford Highway	0.58
Lively Avenue	Buford Hwy	South Peachtree Street	0.12
Longview Drive	Sunset Drive	Dogwood Circle	0.51
Magnolia Street	Cemetery Street	Carlyle Street	0.08
Mitchell Street	Buford Highway	Lawrenceville Street	0.16
Nesbit Street	Autry Street	Autry Street	0.25
Norcross Glen Trace	Hunter Street	Hunter Street	0.25
North Barton Street	Park Drive	Sunset Drive	0.18
North Norcross Tucker Road	Buford Hwy	South Peachtree Street	0.14
North Peachtree Street	Park Drive	Ollie Avenue	0.26
Olde Town Park Drive	Holcomb Bridge Road	Georgetown Park Drive	0.23
Ollie Avenue	North Peachtree Street	dead end	0.12
Park Drive	Thrasher Street	Barton Street	0.11
Rakestraw Street	Wingo Street	Academy Street	0.13
Rakestraw Street	North Peachtree Street	dead end	0.06
Ridgecrest Drive	Valley Road	Dogwood Circle	0.17
Ruth Street	Lake Street	Holcomb Bridge Road	0.08
Skin Alley	Holcomb Bridge Road	Jones Street	0.09
South Barton Street	Holcomb Bridge Road	Park Drive	0.09
South Peachtree Street	Jones Street	Jimmy Carter Boulevard	0.89
Stevens Road	Buford Highway	South Peachtree Street	0.17
Stevens Road	South Peachtree Street	Thrasher Street	0.03
Sunset Drive	North Peachtree Street	dead end	0.74
Summerour Street	Buford Hwy	Lawrenceville Street	0.09
Sunset Hills Drive	Sunset Drive	dead end	0.18
Thrasher Street	Kelly Street	Buchanan Street	0.69
Valley Road	Sunset Drive	dead end	0.26
Webb Drive	Rakestraw Street	dead end	0.08
West Peachtree Street	Jimmy Carter Boulevard	Park Drive	0.82
Williams Street/Spike Street	Thrasher Street	Autry Street	ALL
Wingo Street	Jones Street	Born Street	0.36



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 #:	23-6827	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	IGA Extension for Mitchell Road Property (Norcross Development Authority)		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - IGA Extension for Mitchell Road Property \(NDA\)](#)
2. [First Amendment of the IGA between the City and NDA](#)
3. [Executed Intergovernmental Agreement for the City-owned Mitchell Road Property](#)

Title

IGA Extension for Mitchell Road Property (Norcross Development Authority)

Drafter

William Corbin

Motion

A motion to Approve/Deny the attached First Amendment to the Intergovernmental Agreement between the City of Norcross and the Norcross Development Authority extending the agreement through December 31, 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**

Agenda Report

To: Mayor and Council

From: William Corbin, Economic Development Director

Meeting Date: October 2, 2023 – Mayor and Council

Item No.: 23-6827

Title: IGA Extension for Mitchell Road Property (Norcross Development Authority)

CC: Eric Johnson, City Manager

Recommendation

Approve extending the Intergovernmental Agreement between the City of Norcross and the Norcross Development Authority (NDA), for the transfer of 10.49-acres of city-owned property on Mitchell Road for redevelopment purposes, through September 13, 2024.

Background

The City of Norcross owns a 10.49-acre parcel of undeveloped, wooded land off Mitchell Road and just south of Everglades Trail (Parcel ID: R6225 004).

Historically, the site has been undeveloped land or agricultural land until the late 1960s, when a large sewer pond and associated facility was constructed. Subsequently, the site has remained relatively undeveloped and has been used for storage purposes.

Per city ordinance, the NDA was created, in part, to serve and provide investment capital to low income communities or low income persons. As such, the NDA is seeking to redevelop the site into a mixed-use, affordable housing development.

The prospective development team that the NDA had been negotiating with has decided not to pursue purchasing this property and the Purchase and Sale Agreement has been terminated.

After discussing with Economic Development Department staff at their August 16, 2023 meeting, the NDA believes there are other opportunities they would like to pursue for development of the Mitchell Road property, including the potential recruitment and placement of a grocery establishment that would fill an identified need in the City of Norcross – and particularly in that area of Norcross.

Additionally, Norcross Economic Development Department staff maintains that there still may be an opportunity at the Mitchell Road site for the Norcross Development Authority to partner with an affordable housing developer or local nonprofit organization in the housing space (Economic Development Department staff recently met with representatives from Rainbow Village and confirmed their interest about being a partner in a potential grocery-anchored mixed-use development on the site).

Financial Impact

Given that the City would net the sales price less closing costs if the City were to sell the asset (turning a physical asset into cash), and if the IGA requires the City agree to the sales price, the impact of the IGA to the City is largely the 30% or \$300,000 that the agreement allows the NDA to retain upon successful sale of the property for future NDA purposes. There may be other differential in proceeds based on the terms of the subsequently negotiated sale by the NDA.

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

- ✓ Goal 1: Continues to define Norcross' sense of place
- ✓ Goal 4: Maintains a Vibrant Economy and Continue to Facilitate Job Growth
- ✓ Goal 5: Ensures that Norcross Residents have a Variety of Attainable, Quality Housing Options

Next Steps

Both parties sign and fully execute the proposed amendment to the Intergovernmental Agreement (City of Norcross and the Norcross Development Authority).

Attachments

First Amendment of the IGA between the City and NDA

Executed Intergovernmental Agreement for the City-owned Mitchell Road Property

Update

N/A

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR THE PURCHASE, FINANCING AND REDEVELOPMENT
OF THE MITCHELL ROAD SITE**

This First Amendment to Intergovernmental Agreement (the “First Amendment”) is made and entered into this ____ day of _____, 2023 by and between the CITY OF NORCROSS, a political subdivision of the State of Georgia, (hereinafter referred to as “City”) and the NORCROSS DEVELOPMENT AUTHORITY (hereinafter referred to as “NDA”).

W I T N E S S E T H:

WHEREAS, the City and the NDA did enter into an Intergovernmental Agreement for the Purchase, Financing and Redevelopment of the Mitchell Road Site (the IGA) dated September 13, 2022, a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the IGA stated that it would expire within twelve (12) months of Execution, unless extended by Resolution of the City; and

WHEREAS, the City and the NDA desire to extend the term of the IGA to allow the NDA to attempt to continue to market the Mitchell Road Site for redevelopment purposes;

NOW THEREFORE, in consideration of the mutual promises, covenants and undertaking set forth in the IGA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the City and the NDA do agree as follows:

1.

Paragraph Eight (8) of the IGA is amended by deleting that paragraph in its entirety and replacing it with the following:

8.

This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia and any litigation arising from this Agreement or otherwise related to the transaction(s) described herein shall exclusively be filed in the Superior Court of Gwinnett County. This Agreement shall expire on December 31, 2024, unless terminated earlier pursuant to the terms of the Agreement or extended by a written document approved by the City and the NDA. This Agreement expresses the entire understanding and agreement between the parties. Should any one or more of the phrases, sentences, clauses, or sections contained in this Agreement be found invalid by a court of competent jurisdiction, such a finding shall not affect the remaining portions of this Agreement or any part thereof. No waiver, amendment, release, or modification of this Agreement shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

Except as specifically amended herein, the other provisions of the IGA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed in three counterparts each to be considered as an original by their authorized representative, on the day and date hereinabove written.

(Executions Follow on Subsequent Pages)

CITY OF NORCROSS

ATTEST:

By: _____
MONIQUE LANG, CITY CLERK

(SEAL)

By: _____
CRAIG NEWTON, MAYOR

NORCROSS DEVELOPMENT AUTHORITY

By: _____
SECRETARY

By: _____
KATHLEEN ALLEN, CHAIRPERSON

(SEAL)

Exhibit A

INTERGOVERNMENTAL AGREEMENT
FOR THE PURCHASE, FINANCING AND REDEVELOPMENT
OF THE MITCHELL ROAD SITE

This Intergovernmental Agreement (the “Agreement”) is made and entered into this 13th day of September, 2022 by and between the CITY OF NORCROSS, a political subdivision of the State of Georgia, (hereinafter referred to as “City”) and the NORCROSS DEVELOPMENT AUTHORITY (hereinafter referred to as “NDA”).

W I T N E S S E T H:

WHEREAS, the City is a political subdivision of the State of Georgia and the NDA is a public body, corporate and politic, created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia and the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*;

WHEREAS, pursuant to Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the NDA is authorized to further activities to promote public purposes to develop trade, commerce, industry, and employment opportunities within the City of Norcross;

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the City and NDA are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these entities are authorized to undertake;

WHEREAS, the NDA is authorized pursuant to O.C.G.A. § 36-4-8(a)(4) to acquire by purchase, lease, or otherwise and to hold, lease, and dispose of real and personal property of every kind and character, or any interest therein, in furtherance of the public purpose of the authority;

WHEREAS, the NDA is authorized pursuant to O.C.G.A. § 36-42-8(a)(8) to make application directly or indirectly to any municipal government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance in furtherance of the authority's public purposes and to accept and use the same upon such terms and conditions as are prescribed by such municipal government or agency or other source;

WHEREAS, the NDA desires to acquire from the City certain real estate within the jurisdiction of the City to market the property for redevelopment purposes;

WHEREAS, the transfer of the property contemplated in this Agreement furthers the interests of the City as they are provided and published in the City's 2040 Comprehensive Plan, as amended on March 2, 2020, including but not limited to the City's goal to ensure that Norcross residents have a variety of attainable, quality housing options within the City;

WHEREAS, the NDA's acquisition and subsequent use of the property as contemplated in this Agreement furthers activities to promote public purposes to develop trade, commerce, industry, and employment opportunities within the City of Norcross;

WHEREAS, the City desires to transfer its interest in the property contemplated in this Agreement under the terms and conditions set forth hereinbelow; and

NOW THEREFORE, in consideration of the mutual promises, covenants and undertaking set forth herein, and detailed in the aforesaid recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the City and the NDA do agree as follows:

1.

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS

- 2 -

The City hereby agrees to transfer to the NDA the unaddressed real estate on Mitchell Road, the same having the Parcel Identification Number R6225 004 and being further described in **Exhibit A**, which is attached hereto and incorporated herein by reference (hereinafter the “Subject Property”). As consideration for the transfer of the Subject Property, the City shall be compensated as provided in this Agreement. The Parties expressly anticipate that the form of this transfer will be more formally memorialized prior to closing to conform to such other additional terms and/or modifications of terms agreeable to the City and the NDA that are consistent with basic terms set forth in this Agreement or the subsequent mutual and written modifications to the same.

2.

The City and the NDA understand that, upon transfer of the Subject Property to the NDA, the NDA market the Subject Property for subsequent development, including but not limited to the sale of the Subject Property to a private developer, that is consistent with the City’s Comprehensive Plan and the 2020 Urban Redevelopment Plan as well as any other similar policy document duly adopted by the City, including any subsequently created policy, resolution, adaptation, or any modification of any such policy. The NDA understands that any sale of the Subject Property shall be memorialized in a purchase and sale agreement with conditions, warranties, and commitments that are customary in similar transactions (the “Purchase and Sale Agreement”). The Purchase and Sale Agreement shall be provided to the City within five (5) days of its execution. Such delivery shall be made by providing the same to the City Manager and City Attorney.

The purchase price for the transfer of the Subject Property shall be established in the Purchase and Sale Agreement and shall reflect the fair market value of the Subject Property based, in part, upon a recent appraisal of the Subject Property (which shall be no more than 120 days old) and other physical and market conditions that the parties may deem appropriate (the “Purchase Price”).

3.

The City and the NDA expressly anticipate that the NDA will work with the potential purchaser of the Subject Property for future development that is consistent with the goals of NDA and consistent with the 2040 Comprehensive Plan, the 2020 Urban Redevelopment Plan, and any other relevant or later created policy document. The parties acknowledge that the Subject Property is currently located in the City’s C-2 zoning district and in the South Norcross Neighborhoods Character Area in the City’s Future Development Map. While any potential purchaser of the Subject Property or its agents may seek re-development and/or changes to the City’s zoning map, the Parties acknowledge that this Agreement is not a promise or guarantee that future applications for changes in applicable land-use regulations or for amendments to the City’s Future Development Map will be approved by City to accommodate the contemplated development. The parties acknowledge that the City may condition any rezoning, special use permit, variance, or any other similar land-use or development change request according to the lawful desires of the City , including that the City may condition a land-use or development change request upon a specific site plan.

The NDA may consummate a transfer of the Subject Property with restrictions and

covenants deemed appropriate by the NDA and by the City. Such restrictions and covenants shall be intended to ensure that the Subject Property will be developed in a manner consistent with this Agreement, the City's stated policies for redevelopment, and with applicable law. Any such conditions must be placed within the Purchase and Sale Agreement as a condition for closing of the Subject Property. The City shall have the right to review any restrictions and covenants prior to any transfer of the Subject Property by the NDA. Such covenants and restrictions must be memorialized and, where consistent with recognized custom and practice in the real-estate industry and applicable law, recorded with the deed or other instrument transferring the Subject Property to any transferee. Any transfer of the Subject Property by the NDA without those restrictions and covenants contemplated in the Purchase and Sale Agreement shall be an *ultra vires* act, a breach of the covenants between the parties, and/or shall be void or voidable in accordance with applicable law.

4.

Upon the sale of the Subject Property, all funds received by the NDA for the sale of the Subject Property, less those described in this Section, shall be transferred to the City as consideration for the transfer of the Subject Property to the NDA. In exchange for satisfactorily completing the obligations described herein, the City shall allow the NDA to retain the lesser of 30% of the purchase price or \$300,000.00 from any net sale proceeds to be used by the NDA for operating costs and the funding of future projects as authorized by law. This obligation of the NDA to the City shall be memorialized in an executed deed to secure debt (the "Deed to Secure Debt") securing the NDA's obligation as it relates to the Subject Property in substantially the same form

as **Exhibit B** on behalf of the NDA.

5.

The City shall have a right of first refusal upon any sale of the Property. The right of first refusal shall be made within sixty (60) days of the Purchase and Sale Agreement being provided to the City in accordance with Section 2 of this Agreement. The City may enforce this right of first refusal by offsetting the funds owed to the City pursuant to Section 4 of this Agreement. Should the City enforce its right of first refusal, the NDA shall not retain the \$300,000.00 of the net sale proceeds as described in Section 4. However, the NDA shall be permitted to retain its reasonable and necessary costs and expenses associated with fulfilling the terms and provisions of the Purchase and Sale Agreement.

6.

Prior to the sale of the Subject Property by the NDA to the potential purchaser, the Mayor of the City of Norcross is hereby authorized to execute the Deed conveying the Subject Property to the NDA provided all conditions of this Agreement have been satisfied. The Deed to Secure Debt shall be executed by the NDA and recorded contemporaneously with any such deed to the NDA.

7.

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instruments.

8.

This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia and any litigation arising from this Agreement or otherwise related to the transaction(s) described herein shall exclusively be filed in the Superior Court of Gwinnett County. This Agreement shall expire within twelve (12) months of Execution, unless extended by a resolution of the City. This Agreement expresses the entire understanding and agreement between the parties. Should any one or more of the phrases, sentences, clauses, or sections contained in this Agreement be found invalid by a court of competent jurisdiction, such a finding shall not affect the remaining portions of this Agreement or any part thereof. No waiver, amendment, release, or modification of this Agreement shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts each to be considered as an original by their authorized representative, on the day and date hereinabove written.

[Intentionally Blank]

(Executions Follow on Subsequent Pages)

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS

- 7 -

CITY OF NORCROSS

ATTEST:

By: Monique Philip
MONIQUE PHILIP, CITY CLERK

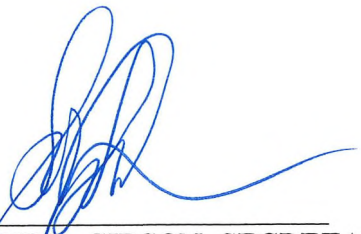


By: [Signature]
CRAIG NEWTON, MAYOR

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS

- 8 -

Attachment: Executed Intergovernmental Agreement for the City-owned Mitchell Road Property (23-6827 : IGA Extension for Mitchell Road

By: 
SOPHIE L. GIBSON, SECRETARY

(SEAL)

NORCROSS DEVELOPMENT AUTHORITY

By: 
KATHLEEN ALLEN, CHAIRPERSON

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS

- 9 -

EXHIBIT A
Legal Description of the Subject Property

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS
- 10 -

Attachment: Executed Intergovernmental Agreement for the City-owned Mitchell Road Property (23-6827 : IGA Extension for Mitchell Road

**EXHIBIT A
LEGAL DESCRIPTION OF
THE CITY OF NORCROSS PROPERTY**

Tract One:

All that tract or parcel of land lying and being in Land Lot 225 of the 6th Land District, City of Norcross, Gwinnett County, Georgia and being more particularly described as follows:

To find **The Point of Beginning**, Commence at the intersection formed by the Southerly Right-of-Way of Everglade Trail (50' Right-of-Way) and the Westerly Right-of-Way of Mitchell Road (80' Right-of-Way); THENCE leaving said Point and following along said Right-of-Way of Mitchell Road in a Southeasterly direction for a distance of 358.86 to an Iron Pin Set, said point being **THE TRUE POINT OF BEGINNING**.

THENCE from said point as thus established and continuing along said Right-of-Way, following along a curve to the right having a radius of 696.90 feet and an arc length of 32.98 feet and being subtended by a chord of South 23 degrees 59 minutes 55 seconds East for a distance of 32.97 feet to a Point; THENCE following along a curve to the right having a radius of 1416.59 feet and an arc length of 145.27 feet and being subtended by a chord of South 14 degrees 54 minutes 47 seconds East for a distance of 145.21 feet to a Point; THENCE South 11 degrees 58 minutes 31 seconds East for a distance of 114.08 feet to a Point; THENCE following along a curve to the left having a radius of 526.30 feet and an arc length of 170.21 feet and being subtended by a chord of South 21 degrees 14 minutes 25 seconds East for a distance of 169.47 feet to a 1/2" Rebar Found; THENCE leaving said Right-of-Way, South 55 degrees 44 minutes 18 seconds West for a distance of 262.70 feet to an Iron Pin Set; THENCE South 35 degrees 56 minutes 37 seconds East for a distance of 251.95 feet to a 1/2" Rebar Found; THENCE South 55 degrees 45 minutes 16 seconds West for a distance of 277.16 feet to an Iron Pin Set along the common Land Lot Line of Land Lots 224 & 225; THENCE continuing along said Land Lot Line North 30 degrees 42 minutes 11 seconds West for a distance of 848.87 feet to an Iron Pin Set; THENCE leaving said Land Lot Line North 55 degrees 41 minutes 05 seconds East for a distance of 217.01 feet to an Iron Pin Set; THENCE South 37 degrees 31 minutes 38 seconds East for a distance of 127.99 feet to an Iron Pin Set; THENCE North 55 degrees 00 minutes 42 seconds East for a distance of 77.73 feet to a Point; THENCE North 50 degrees 59 minutes 26 seconds East for a distance of 21.96 feet to a Point; THENCE North 70 degrees 07 minutes 04 seconds East for a distance of 47.04 feet to a Point; THENCE North 53 degrees 58 minutes 21 seconds East for a distance of 102.79 feet to a Point; THENCE North 64 degrees 30 minutes 43 seconds East for a distance of 144.69 feet to an Iron Pin Set, said point being **THE TRUE POINT OF BEGINNING**.

Said property contains 8.236 acres.

AND

TRACT TWO:

All that tract or parcel of land lying and being in Land Lot 225 of the 6th Land District, City of Norcross, Gwinnett County, Georgia and being more particularly described as follows:

To find **The Point of Beginning**, Commence at the intersection formed by the Southerly Right-of-Way of Everglade Trail (50' Right-of-Way) and the Westerly Right-of-Way of Mitchell Road (80' Right-of-Way); THENCE leaving said Point and following along said Right-of-Way of Mitchell Road in a Southeasterly direction for a distance of 202.45 to an Iron Pin Set, said point being **THE TRUE POINT OF BEGINNING**.

THENCE from said point as thus established and continuing along said Right-of-Way, along a curve to the right having a radius of 696.90 feet and an arc length of 156.41 feet, being subtended by a chord of South 31 degrees 46 minutes 17 seconds East for a distance of 156.08 feet to an Iron Pin Set; THENCE leaving said Right-of-Way, South 64 degrees 30 minutes 43 seconds West for a distance of 144.69 feet to a Point; THENCE South 53 degrees 58 minutes 21 seconds West for a distance of 102.79 feet to a Point; THENCE South 70 degrees 07 minutes 04 seconds West for a distance of 47.04 feet to a Point; THENCE South 50 degrees 59 minutes 26 seconds West for a distance of 21.96 feet to a Point; THENCE South 55 degrees 00 minutes 42 seconds West for a distance of 77.73 feet to an Iron Pin Set; THENCE North 37 degrees 31 minutes 38 seconds West for a distance of 127.99 feet to an Iron Pin Set; THENCE North 55 degrees 41 minutes 12 seconds East for a distance of 404.95 feet to an Iron Pin Set, said point being **THE TRUE POINT OF BEGINNING**.

Said property contains 1.255 acres.

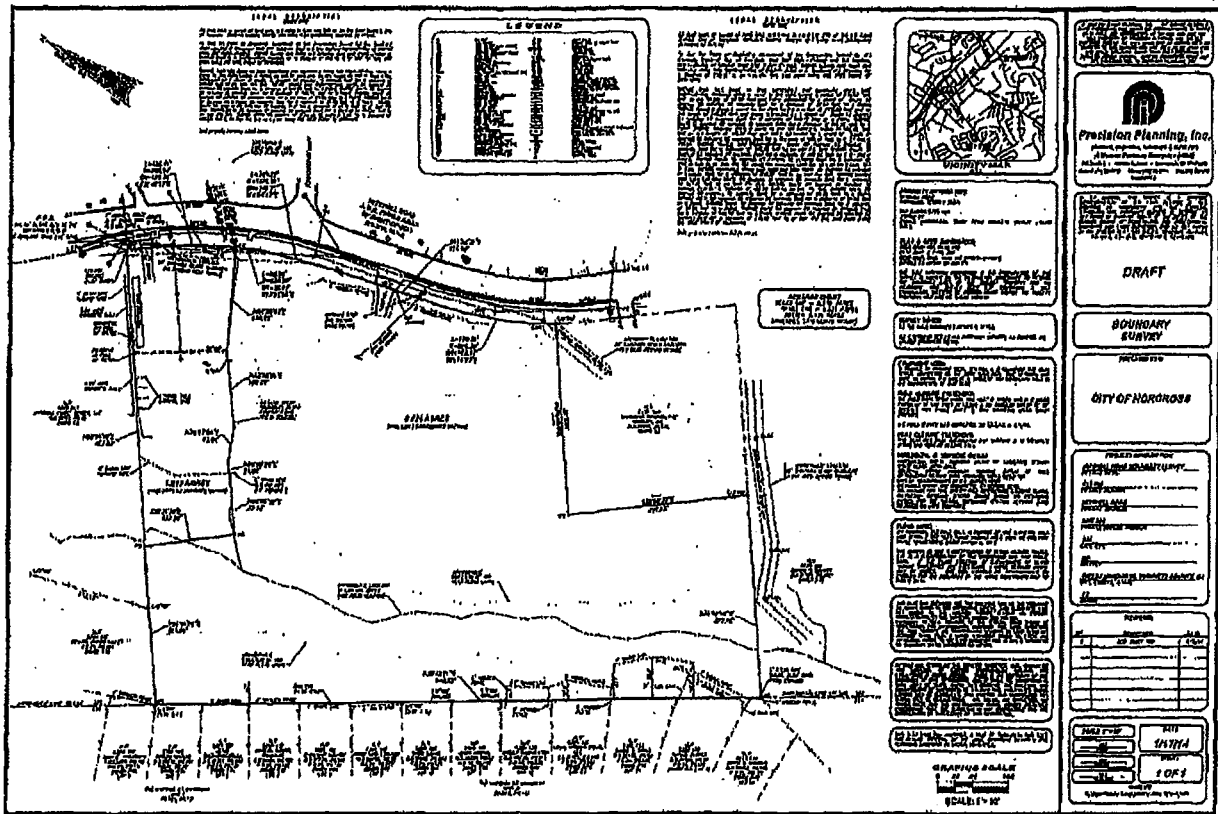


EXHIBIT B
Deed to Secure Debt

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS
- 11 -

Attachment: Executed Intergovernmental Agreement for the City-owned Mitchell Road Property (23-6827 : IGA Extension for Mitchell Road

After Recording Return to:
 J. Patrick O'Brien
 Thompson, O'Brien, Kappler & Nasuti, P.C.
 2 Sun Court, Suite 400
 Peachtree Corners, Georgia 30092

DEED TO SECURE DEBT

STATE OF GEORGIA
 GWINNETT COUNTY

THIS INDENTURE, made the _____ day of _____, in the year two thousand twenty _____, between **NORCROSS DEVELOPMENT AUTHORITY**, a public corporation of the County of Gwinnett, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **CITY OF NORCROSS**, a Georgia municipal corporation, as party of the second part, hereinafter called Grantee.

WITNESSETH, That Grantor, for the consideration hereinafter set forth, 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 conform unto the said Grantee:

All that tract or parcel of land lying and being in Land Lot 225 of the 6th Land District of Gwinnett County, Georgia, in the City of Norcross, being more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference.

THIS CONVEYANCE is made under the provisions of the existing Code of the State of Georgia to secure a debt as evidenced by an Intergovernmental Agreement between Grantor and Grantee dated _____, 2022 (the "IGA"), which debt is payable on the sale of the property described herein. The terms and obligations of the IGA are hereby incorporated by reference.

The indebtedness hereby secured includes any renewal or extension of any part or all of

said indebtedness; and if any portion of said indebtedness or any provision of this instrument shall be held invalid for any reason, it is the intent of the parties that such portion shall be severable, and such invalidity shall not affect the remainder of said debt or instrument.

TO HAVE AND TO HOLD the said bargained property with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, in fee simple and Grantor hereby covenants that Grantor is lawfully seized and possessed of said property, and has a good right to convey it, and it is unencumbered; and Grantor, the said bargained property, unto Grantee, against Grantor, and against all and every other person or persons shall and will WARRANT AND FOREVER DEFEND.

Should the indebtedness hereby secured be paid according to the tenor and effect thereof when the same shall become due and payable, and should Grantor perform all covenants, herein contained, then this deed shall be cancelled and surrendered, it being intended by the parties hereto that this instrument shall operate as a deed, and not as a mortgage.

The Grantor covenants and agrees, so long as any indebtedness secured hereby shall remain unpaid, to keep the property and all improvements thereon in as good condition as now exists, natural wear and tear excepted and also not to demolish, destroy, or remove any permanent structure now existing on the premises or make any alteration thereon that would constitute a structural change without the written consent of the Grantees; to pay all taxes and assessments that may be liens upon said property, as they become due; and to keep the improvements on said property fully insured against loss by fire and other hazards as may, from time to time, be required by Grantee in amounts and companies and with mortgage clause approved by Grantee, and shall deliver the policies of insurance and any renewals thereof to the said Grantee; and that any tax, assessment, prior lien or premium of insurance, not paid when due by the Grantor may be paid by the Grantee, and any sum so paid shall be added to the account of said principal debt as part thereof, shall draw interest from the time of said payment at the rate of ten per cent per annum, and shall, with interest, be covered by the security of this deed.

Should Grantor sell or transfer Grantor's interest in the property without the prior written consent of the Grantee, then the entire indebtedness evidenced by this Deed to Secure Debt and the IGA shall become immediately due and payable. This provision shall not apply if prohibited by federal law or the laws of Georgia at the time of execution of this Deed to Secure Debt or at the time of any such transfer or sale.

AND Grantor hereby further covenants and agrees that in case of any default in any partial payment of said indebtedness or in the due performance of any of the covenants herein expressed to be performed by Grantor, then and in that event, the entire amount of said principal indebtedness, together with any and all sums paid for account of Grantor in accordance with the provisions above set forth, shall, at the option of Grantee, then and thereby become and be due and payable forthwith, with accrued interest, and all expenses and cost of collection, including fifteen per centum of the amount due as attorney's fees, and the amount of such costs, expenses and fees shall be added to the amount of the debt hereby secured as part thereof, and as such shall also be

covered by the security of this deed; and time is the essence of this contract.

Should default occur in the payment of any portion of the indebtedness secured hereby, or taxes, or insurance premiums herein mentioned, or in the performance of any obligation or condition recited herein, then and in that event Grantee shall be at liberty immediately to apply for and shall be entitled as a matter of right, without regard to the value of the property above described, or to the solvency or insolvency of Grantor, to the appointment of a receiver to collect the rents and profits of said property and with the power to sell said property under order of Court and apply the net proceeds of the sale toward the payment of the debt secured by this deed.

In consideration of the loan made Grantor by Grantee, and to further secure the indebtedness of Grantor to Grantee hereunder, Grantor hereby sells, assigns and transfers to Grantee all of the rent which shall hereafter become due or be paid on the above described property; but Grantee agrees that this rent assignment will not be enforced so long as no default on the part of Grantor exists under the terms and conditions of this deed, and while no such default exists, Grantee waives its rights to and its interest in said rents, but upon any default in the performance of any agreement or covenant to be performed by Grantor under the terms of this deed, Grantor agrees that Grantee may enter upon said property and collect the rents therefrom, and hereby constitutes Grantee as Grantor's agent to declare the existence of a default hereunder, and Grantor hereby agrees that any tenant in said property or any renting agent in charge thereof shall be, and is hereby, authorized when a default shall be so declared to exist, to pay any such rents to Grantee, to be applied toward the payment of the debt secured hereby or as provided by law.

The title, interest, rights and powers granted herein by Grantor to Grantee, particularly the power of sale granted herein, shall inure to the benefit of anyone to whom Grantee shall assign the indebtedness herein secured, and/or convey the property herein described, as well as to the successors and legal representatives of Grantee.

In case the debt hereby secured shall not be paid when it becomes due by maturity in due course, where the IGA has matured or expired, or by reason of a default as herein provided, Grantor hereby grants to Grantee, the following irrevocable power of attorney: To sell all or any part of the said property at auction, at the usual place for conducting sales at the Court House in the County where the land or any part thereof lies, in said State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land or any part thereof lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee (or any person on behalf of Grantee) may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said property in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so made by Grantee shall be binding and conclusive upon Grantor, and that the conveyance to be made by Grantee shall be effectual to bar equity of redemption of Grantor in and to said property,

and Grantee shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with ten per centum per annum thereon from date of payment, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due for attorney's fees, shall pay any over plus to Grantor as provided by law.

AND Grantor further covenants that in case of a sale as hereinbefore provided, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

Whenever the terms "Grantor" or "Grantee" are used in this deed such terms shall be deemed to include the heirs, administrators, executors, successors and assigns of said parties. All rights and powers herein granted to the Grantee shall insure to and include his, her or its heirs, administrators, executors, successors and assigns, and all obligations herein imposed on the Grantor shall extent to and include Grantor's heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and sealed the day and year first above written.

Signed, sealed and delivered
in the presence of

**CITY OF NORCROSS
DEVELOPMENT AUTHORITY**

Unofficial Witness

By: _____
Kathleen Allen, Chairman

Notary Public

Attest: _____
Sophie K. Gibson, Secretary

[Notarial Seal]

(Authority Seal)



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 #:	23-6820	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	Recommendation of Consultant for Target Industry Report		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Recommendation of Consultant for Target Industry Report](#)
2. [Target Industry Report RFP](#)
3. [Target Industry Report Addendum \(Questions and Answers\)](#)
4. [All Proposals Received \(7\)](#)
5. [Composite Scoring Sheet from Selection Team](#)

Title

Recommendation of Consultant for Target Industry Report

Drafter

Will Newton

Motion

A motion to Approve/Deny the selection of Bleakly Advisory Group INC to complete the Target Industry Report.



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

Agenda Report

To: Mayor and Council

From: Will Newton, Business Development Manager

Meeting Date: October 2, 2023 – Mayor & Council

Item No.: 23- 6820

Title: Recommendation of Consultant for Target Industry Report

CC: Eric Johnson, City Manager

Recommendation

Select Bleakly Advisory Group INC to complete the Target Industry Report. Bleakly Advisory Group INC had the highest composite score amongst our selection team and had the second lowest cost, significantly under the allotted budget.

Background

Over the course of the past several months, the City of Norcross has been engaged in selecting a firm to complete a Target Industry Report. The Request for Proposals was sent out in March 2023. Firms were able to submit a proposal until May 9th, 2023 @ 11:00 am.

The purpose of this project is to identify a qualified firm to update the City of Norcross's target industries by re-evaluating and refining the various industries and complimentary niche sectors that the city should prioritize in its business attraction, retention, and expansion efforts. The goal of this update is to give staff added direction on where to focus on for the greatest return on investment by creating positive and sustainable economic growth.

Since the 2018 Target Industry report, there have been updates in the Unified Development Ordinance, adoption of downtown corridor master plans, reactivation of Norcross Development Authority, and the introduction of the Livable Centers Initiative. Additionally, the impact on economic realities and trends since the Covid-19 Pandemic has stressed the need for an update to address any outstanding gaps in the city's economic development initiatives.

The proposals were graded on the following criteria:

- Experience of the Consultant/Consultant Team in successfully executing relevant, comparable projects (35%)

- Composition and qualification of personnel assembled to complete the project (25%)
- References (15%)
- Total Cost (25%)

The RFP selection team consisted of 5 City of Norcross' staff which included:

- William Corbin, Economic Development Director
- Will Newton, Business Development Manager
- Melissa Zeigler, Downtown Manager
- Charlene Marsh, Assistant to the City Manager
- Christabel Ghansah, Capital Projects Manager

Once our selection team had given all proposals a score, we then conducted interviews with each firm to ask any outstanding questions about the proposals.

Financial Impact

The budgeted amount for this project was set at a cap of \$77,500. The proposal submitted by Bleakly Advisory Group INC was in the amount of \$44,550.

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

Goal 1: Continues to define Norcross' sense of place

Goal 4: Maintains a Vibrant Economy and Continue to Facilitate Job Growth

Next Steps

Notify selection status to winning firm and enter contract to begin work.

Attachments

Target Industry Report RFP

Target Industry Report Addendum (Questions and Answers)

All Proposals received (7)

Composite scoring sheet from Selection Team

Update

N/A

REQUEST FOR PROPOSALS

Target Industry Report

***CITY OF NORCROSS
ECONOMIC DEVELOPMENT DEPARTMENT***

**Closing Date/Time:
May 9, 2023 @ 11:00 a.m. EST**

**CITY OF NORCROSS
65 LAWRENCEVILLE STREET
NORCROSS, GEORGIA**

Phone: 678-421-2023

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**City of Norcross
Economic Development Department
Request for Proposals – Target Industry Report**

Project Description

The City of Norcross is soliciting qualified firms to submit proposals to update the City of Norcross's target industries by re-evaluating and refining the various industries and accompanying niche sectors that the city should prioritize in its business attraction efforts as well as its business retention and expansion efforts.

The goal of this update is to empower city elected and staff leadership to continue helping Norcross achieve its objectives of growing and thriving in the most responsible, efficient and effective manner.

Submission Guidelines

Please submit one printed copy of the proposal as well as an electronic version of the proposal on a USB drive, in a sealed package to the following address:

William Corbin
Ref: Target Industry Report
Economic Development Department
65 Lawrenceville Street
Norcross, GA 30071

PROPOSALS ARE DUE BY MAY 9, 2023 AT 11:00 A.M., Eastern Standard Time

Proposals submitted after the deadline will not be accepted or reviewed.

Pre-Proposal Meeting

Proposers are encouraged to attend the pre-proposal meeting, which will be held virtually on **April 11 at 2:00pm EST** via the following link and telephone numbers:

<https://us06web.zoom.us/j/7745262493>

Meeting ID: 774 526 2493

One tap mobile

+16469313860,,7745262493# US

Dial by your location

+1 646 931 3860 US

Proposal Questions

Please submit any questions related to this RFP to William Corbin via email to william.corbin@norcrossga.net. Should there be any questions, they will be posted along with the answer(s) at the end of each week.

Email Subject: Question – Target Industry Report ED22 Q1 FY23

Please submit all questions by April 25, 2023.

Thank you for your interest in the City of Norcross!

Proposal Packet Checklist

Project: _____

Proposal Date: _____

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

_____ One sealed hard copy & One Electronic Copy of Proposal

_____ E-Verify Contractor & SAVE Affidavits

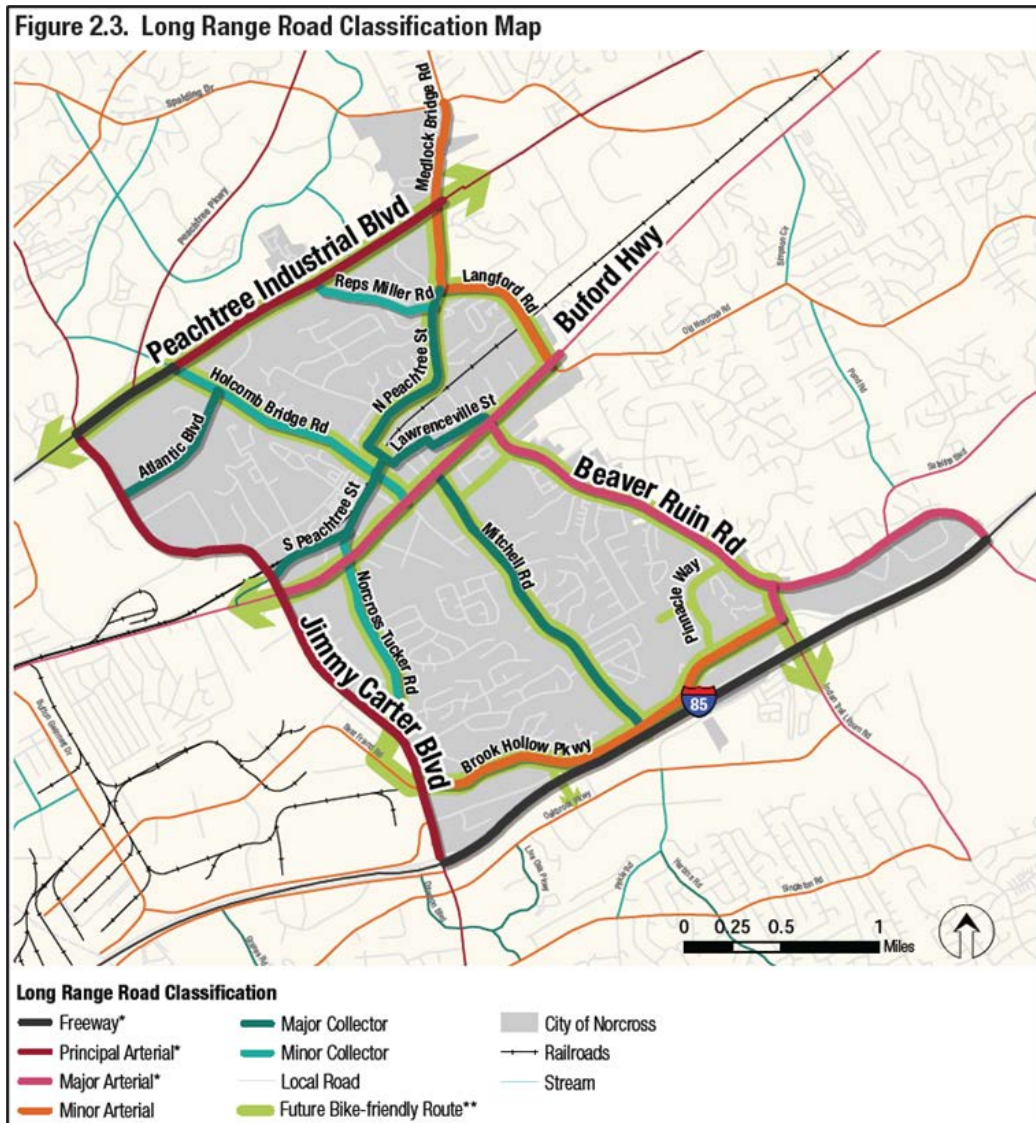
_____ Mail or Deliver Proposal to:

William Corbin
Ref: Target Industry Report ED22 Q1 FY23
City of Norcross
Economic Development Department
65 Lawrenceville Street
Norcross, GA 30071

Overview

About the City of Norcross

Only 25 minutes from the heart of Atlanta, yet tucked quietly away, the City of Norcross is a charming antidote to modern suburbia. Tree-lined sidewalks invite leisurely strolls past classic antebellum, Victorian and Craftsman style homes, winding through beautiful parks and into the revitalized downtown. There, century-old buildings house eclectic shops and boutiques, art galleries, a performing arts center and community theatre and excellent dining. Live music, art and a year-round calendar full of events create a dynamic vibe engaging people of all ages and backgrounds.



Purpose

The City of Norcross is soliciting proposals from qualified firms to refresh and update its Target Industries. The objective is to identify economic development priorities as it relates to recruitment and retention of businesses and jobs, and to ensure that the City of Norcross is pursuing opportunities with the greatest Return On Investment towards creating positive and sustained economic growth.

The City completed a Target Industry Study and Strategic Marketing Plan in 2018. The Study and Marketing Plan provided a guide to how the city can promote itself and use marketing strategies to succeed in its business attraction efforts as well as its business retention and expansion efforts, while fostering an environment conducive for its target industries and niches to survive and thrive.

Since then, the City of Norcross has updated its Unified Development Ordinance, adopted a Master Plan for the main downtown corridor and reactivated the citywide Norcross Development Authority. Additionally, the city has recently started the process of updating its Comprehensive Plan as well as updating a downtown Livable Centers Initiative through the Atlanta Regional Commission.

Finally, many economic realities and assumptions about the nation and world have changed significantly since the onset of the COVID-19 pandemic. Because of this, a refresh and update is necessary to ensure that the City is addressing gaps in its economic development-related initiatives.

Proposal Submission Requirements:

No more than 15 pages exclusive of resumes and fee proposals

1. **Cover Letter** (indicating interest and identifying the primary point of contact)
2. **Firm Information** (about the firm, office location, size and contact information)
3. **Project Approach & Schedule** (proposed work plan - recommended approach and schedule for data gathering, stakeholder involvement and presentation of recommendations)
4. **Experience/Previous Projects** (a summary of at least 3 and no more than 5 projects of similar scope within the past 7 years)
5. **Organizational chart** (where applicable to show team and personnel for the project)
6. **Resumes/Portfolio** (pertaining to key personnel on the project)
7. **Fee Proposal** (total cost and line-item breakdown)

Deliverables

The selected firm will be required to provide regular updates as agreed upon and present final recommendations to Mayor & Council. The Economic Development team reserves the right to request an interim report for review and discussion, prior to the submission of the final report.

Qualifications

The City will accept and only review applications from qualified and experienced firms with prior experience in work of this magnitude. As stated in the Proposal Packet Checklist, proposers must submit evidence of prior similar work in the past seven (7) years.

Requirements

GENERAL CONDITIONS

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

A. Qualifications

1. The city will only consider applications from qualified and experienced firms with prior experience in work of this magnitude. As stated in the Proposal Packet Checklist, proposers must submit evidence of prior similar work in the past seven (7) years.

B. Joint Ventures

1. Joint Ventures between Professionals will be allowed. However, the lead firm will be responsible for all completion of work and deliverables.

C. Authority to Sign

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

D. Rights Reserved

1. City of Norcross reserves the right to reject any and all Proposals, to waive informalities or to re-advertise. It is understood that all Proposals are made subject to this agreement, that City of Norcross reserves the right to decide which Proposal it deems best. In arriving at this decision, full consideration will be given to the reputation of the Proposer, their financial responsibility, work of this type successfully completed and past performance with the City of Norcross. Proposers are advised to examine Plans and Specifications carefully and to make examinations as are necessary to familiarize themselves with the City and currently adopted plans, documents and ordinances which may affect the proposed work. Proposers are also advised to inform themselves fully in regard to conditions under which the work will be performed. The City of Norcross will not be responsible for the Proposer's errors or misjudgment, nor for any information on location conditions or general laws and regulations.
2. Any unauthorized additions, conditions, limitations, or provisions attached to the Proposal shall render it informal, and may be cause for rejection.

E. Award of Contract & Evaluation Criteria

1. The contract is subject to funding by the City of Norcross and other agencies or entities and, if awarded, will be awarded to the most qualified and responsible Proposer whose Proposal will be most advantageous to the City. The city is to make the determination.
2. Development-related City of Norcross staff (Economic Development, Community Development, etc.) will review and evaluate each proposal using the following general criteria before recommending a Consultant/Consultant Team for approval by Mayor & Council:
 - i. Experience of the Consultant/Consultant Team in successfully executing relevant, comparable projects
 - ii. Composition and qualifications of personnel assembled to complete the project
 - iii. Total cost
 - iv. References

F. Non-Collusion

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

G. Materials

1. Unless otherwise specified in the Contract Documents, Contractor 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. All reimbursable expenses (printing/mileage) are to be included in the project fees.

QUESTIONS & ANSWERS

Norcross Target Industry Report (Request for Proposals)

Week of April 17

- Is there a particular SAVE affidavit the City of Norcross would like us to complete?
 - Yes. A copy of the SAVE affidavit for the City of Norcross is posted under the *Related Documents* section of the Target Industry RFP listing on the Bids & RFPs page of the city website.

Week of April 10

- How much would you like workforce to be factored into the final product?
 - As much as you feel necessary, but yes, workforce is important. Understanding the local labor pool and its characteristics is valuable and necessary to make an informed analysis of a community's target industries.
- Who will be the target audience of this report?
 - This deliverable will be used primarily as an internal document to help guide economic development efforts at the City of Norcross. Therefore, relevant stakeholders would be the audience. Relevant stakeholders include local elected leadership (e.g., Mayor & Council), executive city leadership, select city staff, and related city boards, commissions or authorities.
- Will the outputs from this study be used to update the current marketing plan that accompanied the city's 2018 Target Industry Report? If so, will there be any need for economic analysis or financial analysis for budgeting purposes?
 - No. At this time an update to the current marketing plan is not planned as part of the project scope.

- **Would you elaborate on the evaluation criteria used to score proposals?**
 - Here are the evaluation criteria that will be used to score proposals. The corresponding weighted percentage of each criterion is listed in parentheses below each criterion:
 - Experience of the Consultant/Consultant Team in successfully executing relevant, comparable projects (35%)
 - Composition and qualifications of personnel assembled to complete the project (25%)
 - Total Cost (25%)
 - References (15%)
- **Would leveraging regional organizations/assets be a part of the solution in terms of accomplishing the city's vision with this RFP?**
 - Yes. The city is open to partnership and collaboration with regional organizations where it is appropriate and where it makes sense.
- **Can you talk about the current supply of existing commercial real estate in the city?**
 - Office space tends to be mostly on the mid-to lower end of price point, serving smaller-sized but growing businesses. There is one major Class A office building in the city limits.
 - There is a variety of retail offered throughout the city limits. However, the city is starting to see successful recruitment of newer, high-quality retail, particularly regarding restaurant establishments.
 - Industrial has historically been the strongest commercial sector in the City of Norcross. Logistics and Distribution in particular. However, the rise of e-commerce and the increase in sector absorption rates has led to historically low vacancy rates, which is a deterrent to renovation by landlords and updating of older space into

newer, more modern warehouse space, which can attract higher-paying tenants.

- What are next steps, in terms of choosing a consulting firm?
 - City staff will evaluate all proposals and interview the top 2 or 3 firms. Then a decision will be made and recommended to Mayor & Council for final approval.
 - We anticipate a staff decision sometime in June 2023, recommendation to Mayor & Council in July 2023, and project commencement by start of Fall 2023.

Week of March 20

- What is the budget range for this project?
 - The budgeted amount for this project is up to \$77,500
- What is the timeline for this project?
 - There is no official timeline associated with the project, but proposers should present a reasonable timeline, in line with industry norms.
- Would you mind sharing the 2018 plan?
 - The 2018 Target Industry Report and Strategic Marketing Plan have been uploaded under the *Related Documents* section of the RFP on the city's website.
- Is this only a 'target industry study' or is it to include a strategic marketing plan?
 - The scope of this project is only for a 'target industry study'. The scope does not include a strategic marketing plan.
- Is there a reason why you aren't using the same firm that did the 2018 plan again as a sole source contractor?

- The City of Norcross financial and procurement policy defines a “sole source” company as a vendor or manufacturer that is the only vendor or manufacturer of a product or service.

City staff believes that there is more than one firm capable of completing this project. To that end, it would be difficult to justify designating sole source status to the firm that completed the 2018 plan.

- Do you have a preference for a local firm in the Atlanta region?
 - No, the City of Norcross does not have a preference for a local firm.

Composite Scores

Company	Composite	Cost	Cost Score	Total Score	Rank
KB Group INC	73.2	\$ 44,550.00	10.1	83.3	1
Hickey Global	56	\$ 18,000.00	25	81	2
Camoin Associates	72.8	\$ 73,450.00	6.13	78.93	3
Garner Economics	69.8	\$ 75,000.00	6	75.8	4
EBP	67.8	\$ 75,019.00	6	73.8	5
Lightcast	64.8	\$ 70,000.00	6.43	71.23	6
TPMA	57.8	\$ 56,900.00	7.91	65.71	7



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 #:	23-6828	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	Bolton Circle Resurfacing ITB		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Bolton Circle Resurfacing ITB](#)
2. [A1\) Invitation to Bid PWUP 23-XX](#)
3. [A2\) Private Development Agreement](#)
4. [A3\) Bolton Circle Pavement Assessment](#)

Title

Bolton Circle Resurfacing ITB

Drafter

Matthew Zaki

Motion

A motion to Approve/Deny the solicitation of an Invitation to Bid (ITB) for the resurfacing of Bolton Circle Road from the first intersection with Beaver Ruin Road to the 2nd entrance to the CarMax parcel.



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: Matthew Zaki, Public Works, Utilities and Parks Director

Meeting Date: October 2, 2023 – Mayor & Council

Item No.: 23- 6828

Title: Bolton Circle Resurfacing ITB

CC: Eric Johnson, City Manager

Recommendation

The Public Works, Utilities and Parks Department is seeking approval to solicit Invitation to Bids (ITB) for the resurfacing of Bolton Circle Road from the first intersection with Beaver Ruin Road to the 2nd entrance to the CarMax parcel.

Background

During the Land Disturbance Permit for the proposed development located at 1951 Beaver Ruin Road, the proposed development consisted of a parking lot expansion along with the associated stormwater improvements to meet the City's stormwater ordinance. It was noticed that an existing sign limits the weight on that Road (36,000 lbs, after careful review, it was determined that most of the car transporters exceed that threshold). The result of the assessment based the report on information collected from energy.gov to obtain the GVWR which ranged from 26,000 to 80,000 pounds, also, based on the site visit and observations, it was determined that the posted GVWR is likely exceeded and that the site representative observed 15 loaded trailers/tow trucks driving in and out of the CarMax facility between 8:15 am and 12:45 pm on Wednesday September 15, 2021.

Upon collecting core samples by a geotechnical firm, It was determined from the core samples that the existing pavement section (Combined asphalt and the GAB) thickness is under designed to accommodate the weight of the car transporters and the current traffic conditions. The asphalt thickness ranged from 2-7 inches with a base ranging from 5-10 inches, the calculated structural number (SN) ranged from 2.12 -3.87 with that cross section, the heavy traffic loads from the continual use of the road contributed to the pavement deterioration and the current pavement conditions. The pavement repair recommendation is to have a Structural number at least 3.88 to be used for any future repairs and based on the attached table providing min thicknesses for each pavement layer

Material Type	Entrance and Exit Drive Lanes
AC Surface Course Type II Superpave – 9.5mm	1.5 inches
AC Base Course Superpave – 25mm	4.0 inches
Graded Aggregate Base (GAB)	10.0 inches

CarMax escrowed into an interest-bearing account funds (the “CarMax Contribution”) an amount equal to \$175,000.00 (One Hundred Seventy-Five Thousand Dollars), such amount was estimated to be sufficient to cover CarMax’s reasonable share of the cost of the Road Improvements.

Financial Impact

CarMax contributed an amount equal to \$175,000 (One Hundred Seventy-Five Thousand Dollars) towards the construction of the road improvements CarMax escrowed that amount into an interest-bearing account funds (the “CarMax Contribution”). Any additional costs beyond the escrowed amount will be paid from the 2017 SPLOST.

Consistent with Comprehensive Plan?

Proceeding forward with this agreement enforces Goal 2 of the Community Vision outlined in the 2040 Norcross Comprehensive Plan: Continue to strength Norcross as a livable, inclusive, and safe Environment as well as Goal 3 to promote safe and efficient transportation for pedestrians, cyclists.

Next Steps

Upon direction from the Mayor and City Council, City staff will proceed with soliciting invitation to Bids, once bids are received, Staff will return to Mayor and Council for recommendation.

Attachments

- A1) Invitation to Bid PWUP 23-XX
- A2) Private Development agreement.
- A3) Bolton Circle Pavement Assessment

Update

N/A



City of Norcross
Department of Public Works, Utilities & Parks

INVITATION TO BID
BOLTON CIRCLE FULL DEPTH RECLAMATION
ITB PWUP 23-XX

Attachment: A1) Invitation to Bid PWUP 23-XX (23-6828 : Bolton Circle Resurfacing ITB)

City of Norcross

Department of Public Works, Utilities & Parks

INVITATION TO BID BOLTON CIRCLE FDR ITB PWUP 23-XX

OVERVIEW:

The City of Norcross is soliciting sealed competitive bids from qualified contractors for the Full depth reclamation of a portion of Bolton Circle from the Beaver Ruin Road to the driveway located approximately 880 Linear feet (CarMax driveway) the scope is as outlined below.

- 1) The project is approximately 0.17 miles (880 LF, 24' wide road @ approximately 2,347 SY
- 2) The pavement requires a pavement structural number of at least 3.88 as determined in the Bolton circle pavement assessment completed by ECS Southeast, LLP. (Document attached)

Material Type	Layer Thickness
AC Surface Course Type II Superpave – 9.5mm	1.5 inches
AC Base Course Superpave – 25mm	4.0 inches
Graded Aggregate Base (GAB)	10.0 inches

- 3) Adjust existing manholes and valves to grade if any.

All work must be completed in accordance with industry specifications and standards.

The BID package should be clearly marked “**ITB PWUP 23-XX – BOLTON CIRCLE FULL DEPTH RECLAMATION**” on its face and submitted by **11:00 a.m. on TBD** to the address below. Please submit two printed copies and one electronic copy (USB) of your package to:

Christabel Ghansah
ITB PWUP 23-XX – BOLTON CIRCLE FULL DEPTH RECLAMATION
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 TBD**.

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

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

We appreciate your interest in the City of Norcross!

BID CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a BID 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 ITB and is an excellent source of information for any questions you may have.
3. _____ **Attend the Pre-bid meeting** if one is offered. These meetings 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 ITB.
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 ITB. All addenda issued for this ITB will be posted on the City's website and will include all questions asked and answered concerning the ITB.
5. _____ **Follow the format required in the ITB** 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 ITB 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 ITB.
9. _____ **Review and read the ITB 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 soliciting sealed competitive bids from qualified contractors for BOLTON CIRCLE FULL DEPTH RECLAMATION within the City of Norcross as illustrated in the attached map.

1.1 PROJECT SCOPE

The project will consist of restriping crosswalks, stop bars, bolder lines, and double yellow lines throughout the City. This will provide information about conditions ahead and separate traffic flowing in opposite directions. The restriping project is to provide pavement markings and visibility for the safety of roadway users, by indicating which part of the road to use.

1.2 SPECIFICATIONS

All bids should be in duplicate with the same information submitted electronically (USB). Bids are legal and binding upon the bidder when submitted. The written bid documents are final and supersede any verbal or written prior communications between the parties.

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

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

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

The City of Norcross reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. The City reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder at its discretion.

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 BID SUBMISSION GUIDELINES

All questions must be answered. Information given must be clear and comprehensive. The written request should provide background information about the company, its employees, and its experience with related projects and related clients (especially government).

- a. Name of Bidder
- b. Permanent main office address, email address, pertinent contact numbers.
- c. How long (years) has your firm been in the construction business under your present name; also, state names and dates of previous firm names, if any; where organized?
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.
- e. How long do you warrant a project?
- f. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?
- g. Contract on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
- h. General character of work performed by your company.
- i. Have you ever failed to complete any work awarded to you, if so, where, and why?
- j. Have you ever defaulted on a Contract, if so, where, and why?
- k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?
- l. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
- m. List your major equipment available for this contract.
- n. List any subcontractors whom you would expect to use for the contract.

- o. With what bank do you do business? Do you grant the City permission to contract this/these situations? Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, may be requested by City.

If requested, such statements must be provided within five (5) business days, or the bid proposal will be rejected. Certified audited statement is preferred. Internal statements may be attached only if independent statements are not prepared.

1.5 SCHEDULE OF EVENTS

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

1.6 COMMUNICATIONS WITH STAFF

All questions about this ITB 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

2.0 GENERAL CONDITIONS

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

2.1 QUALIFICATIONS

- 2.1.1** Bids will be considered only from experienced and well-equipped Vendor(s) engaged in work of this type and magnitude.
- 2.1.2** Bidders may be required to submit evidence setting forth qualifications which entitle their company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last five years may be required, which lists the location, size, and scope for use on this work. Before accepting any bid, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.
- 2.1.3** Proposers must provide their own materials and tools for this contract. Proof of samples and examples of current inventory will be provided to the City in the bid for the City staff to take into consideration.

2.2 GUARANTEE TO ACCOMPANY BID

- 2.2.1** If the cost proposal is greater than \$30,000.00, then bids 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** Bidder 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 bids, to waive informalities or to re-advertise. It is understood that all bids are made subject to this agreement, and that City of Norcross reserves the right to decide which bids it deems the most qualified and lowest cost. In arriving at this decision, full consideration will be given to the experience and qualifications of the Bidder, cost, work of this type successfully completed

and past performance with the City of Norcross.

- 2.4.2** Bidders 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. Bidders are also advised to inform themselves fully regarding conditions under which the work will be performed. The City will not be responsible for the Bidder's errors or misjudgment, nor for any information on location conditions or general laws and regulations.
- 2.4.3** Any unauthorized additions, conditions, limitations, or provisions attached to the Bid 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 bid will cost the least and prove to be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.

2.5.1.1 The bid evaluation will be based on the following criteria:

- Bid price
- Compliance with submission guidelines and specifications (including all required forms and documents)
- Ability to perform scope of work
- Start date
- References

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

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

Alternatively, Bidders are welcome to provide 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.

- 2.5.2** Prior to award of the Contract, the successful Bidder will be required to submit a schedule to the City, demonstrating the Bidder's ability to commence and proceed in a timely manner. A Bidder'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 Bidder by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher and satisfactory to the City of Norcross. Bonds given shall meet the requirements as listed in this ITB.
- 2.5.5** ~~Prior to execution of a Contract, a Utility Coordination Meeting is required between Vendor(s), utility agencies and City of Norcross Public Works, Utilities and Parks Department 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 Bidder will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to specifications in the ITB.

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 345 Lively Ave, Norcross, GA 30071**. The invoice shall contain a complete itemization of services. The total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents.
- 2.7.2** 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 in the appendices or as directed by the Department of Public Works, Utilities and Parks.
- 2.8.3** The Vendor, before submitting a bid is required to visit the site(s) and acquaint themselves with the actual conditions and the location of any and/or all obstructions that may exist on the site(s). There will be a site visit to all locations during the mandatory pre-bid meeting on **TBD**.

2.9 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

- 2.9.1** The work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto, until the job is completed and accepted by the City of Norcross.

2.10 NON-COLLUSION

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

2.11 MATERIALS

- 2.11.1** 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.
- 2.11.2** All materials and equipment incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the City.

2.12 CONTRACT REQUIREMENTS

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

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

2.12.1.1.2 Provide Insurance Certificates as specified in the ITB Checklist.

2.12.1.1.3 Provide bonding as required by the ITB documents.

2.12.2 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 Bid guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next most qualified Vendor, or the work may be re-advertised. The Contract and Contract Bonds shall be executed in duplicate.

2.13 GENERAL CONSTRUCTION GUIDELINES

2.13.1 The General Contractor shall be required to perform 100% of the actual resurfacing, paving work, and will not be allowed to sublet this item. Subletting of the additional items: milling, structure, adjustment, cracks filing, etc. shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.

2.13.2 The Contractor shall be required to give 24 hours' notice to City of Norcross or its Representatives before proceeding with paving on any road in writing, submitted via fax, email or hand delivery.

2.13.3 Prior to beginning the patching work (or paving work if there is no patching), the Contractor shall install the appropriate post-mounted road construction signs on each non-residential road they are resurfacing. These signs will remain in place until approved for removal by the Department of Public Works, Utilities and Parks.

2.13.4 The Contractor shall furnish, install, maintain, and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by Standard Specifications of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.

2.14 MISCELLANEOUS PROVISIONS

(May not be applicable to this ITB)

2.14.1 Permits

No permits are anticipated for this project.

2.14.2 Construction Schedule

If applicable, the Contractor shall provide the Public Works Superintendent with a schedule indicating the order in which the streets will be resurfaced and an approximate schedule of when the work will be completed on each street. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents. Contractors are required to notify Homeowners and business merchants via flyers.

2.14.3 Work Hours

The daily hours are 8:00 a.m. – 10:00 p.m. on weekdays and 8:00 a.m. – 10:00 p.m. on weekends

2.14.4 Detour/Closures

All road closures and detours shall be approved by the Norcross Department of Public Works, Utilities and Parks.

2.14.5 Residential Refuse

The Contractor is required to contact Norcross Public Works, Utilities & Parks Department at 678-421-2069, to obtain sanitation schedules in an attempt to reduce inconveniences to the citizens of Norcross.

2.14.6 Project Briefing

All bidders are required to schedule an appointment with the Public Works Superintendent in order to inspect each work site. The Superintendent can be reached at jdavis@norcrossga.net or 678-421-2069.

2.14.7 Disposal of Refuse

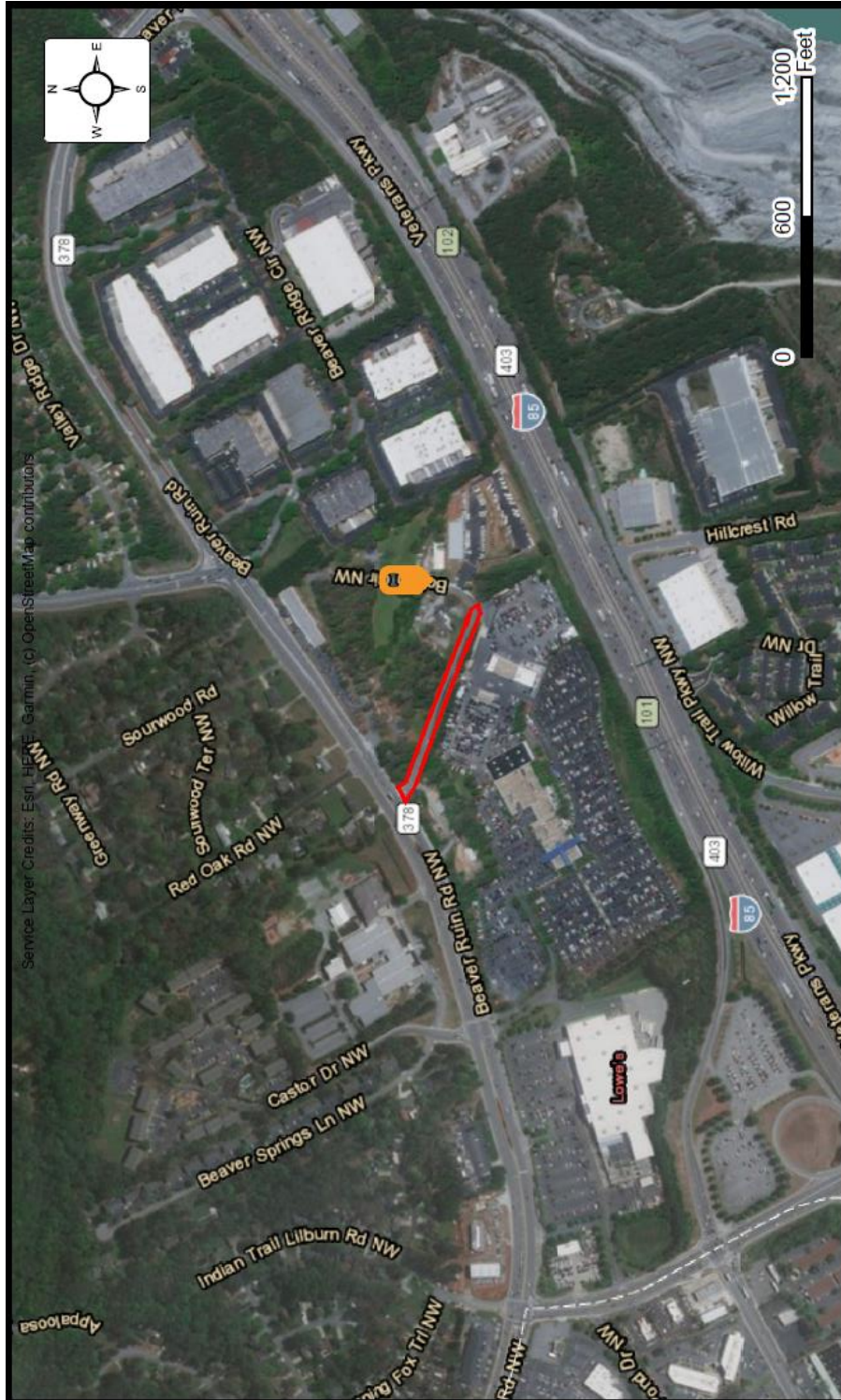
The Contractor shall be solely responsible for disposing of materials and shall consider, before bidding, the compliance with the above stated ordinances and regulations. Disposal of debris must be done in a lawful manner, in accordance with all applicable federal, state and/or local laws, statutes, rules, ordinances, and/or regulations. All trash and debris shall be collected and removed from the site(s) on a daily basis. The Contractor will not be permitted to burn any of the materials on site or within the boundary limits of Norcross, Georgia.

APPENDIX A
ITB PWUP 23-XX
SCHEDULE OF EVENTS

Event:	Date:
Release of RFP	TBD
Deadline for Written Questions	TBD
Proposals Due	TBD
Proposal Evaluation	TBD
Contract Award (On/about)	TBD

Attachment: A1) Invitation to Bid PWUP 23-XX (23-6828 : Bolton Circle Resurfacing ITB)

APPENDIX B
ITB PWUP 23-XX
MAP



Attachment: A1) Invitation to Bid PWUP 23-XX (23-6828 : Bolton Circle Resurfacing ITB)

APPENDIX D
ITB PWUP 23-XX
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

APPENDIX C
ITB PWUP 23-XX
Bolton Circle Pavement Assessment

Attachment: A1) Invitation to Bid PWUP 23-XX (23-6828 : Bolton Circle Resurfacing ITB)

UPON RECORDING RETURN TO:
 Thompson, O'Brien, Kappler & Nasuti, P.C.
 2 Sun Court, Ste 400
 Peachtree Corners, GA 30092
 Attention: J. Patrick O'Brien

STATE OF GEORGIA

COUNTY OF GWINNETT

PRIVATE DEVELOPMENT AGREEMENT

WHEREAS, the Georgia Development Impact Fee Act, O.C.G.A. §§ 36-71-1 through 36-71-13 (the "Impact Fee Act"), neither prevents nor prohibits private agreements between private entities and cities regarding the construction or installation of transportation system improvements as defined by the Impact Fee Act; and

WHEREAS, the City of Norcross adopted its Unified Development Ordinance on June 3, 2019; and

WHEREAS, Norcross' Unified Development Ordinance allows a developer to enter into a private development agreement with the City providing for the developer to pay its fair share of the cost of system improvements that are reasonably attributed to the subject development as determined by the City; and

WHEREAS, CarMax Auto Superstores, Inc. ("CarMax"), operates a business on certain property consisting of two parcels of land identified as Parcel R6212 151 (owned by Daboo LLC and leased to CarMax) and Parcel R6212 001 (owned by CarMax Auto Superstores, Inc.) in the property records of Gwinnett County, Georgia (together, the "Property"), which is located in the City of Norcross, a municipal corporation (the "City") and described in Exhibit "A," the Property and a proposed development of the "Norcross CarMax Lot Expansion" on the Property (the "Development") being the subject of a Commercial Development Permit application previously approved by the City (the "Application"); and

WHEREAS, the City and the CarMax, their respective successors and assigns, desire to provide certain improvements to portions of a city-owned street, Bolton Circle, (the “Road Improvements”) contemporaneously with the construction of the Development; and

WHEREAS, the City and CarMax desire the Road Improvements be limited to the existing pavement width and right-of-way and that the pavement cross-section be equivalent to that currently in place; and

WHEREAS, the City and CarMax have voluntarily agreed to enter into this Private Development Agreement (the "Agreement") pursuant to O.C.G.A. § 36-71-13 to support the construction of such Road Improvements; and

WHEREAS, in the interest of public safety and convenience, in the event the Development is constructed by CarMax, CarMax desires to provide its reasonable share of the funding for such Road Improvements; and

WHEREAS, the City has determined the public interest is best served by the City having responsibility for designing and constructing the Road Improvements described herein in full cooperation with CarMax; and

WHEREAS, the City and CarMax agree that the construction and occupancy of the Development shall be contingent on CarMax’s agreement to pay its reasonable share of the cost of the design and construction of the Road Improvements; and

WHEREAS, the City and CarMax agree it is necessary for the Road Improvements to be designed and constructed in a timely manner, as set forth herein; and

WHEREAS, the City and CarMax now desire to set forth their mutual understandings concerning the contemplated funding, design, and construction of the Road Improvements.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the City and CarMax, their successors, and assigns, do hereby agree as follows:

I. Road Improvements to Bolton Circle to be Completed by City.

- A. The City agrees to construct certain Road Improvements on Bolton Circle from Beaver Ruin Road past the proposed ingress/egress to the CarMax Development the intersection with Beaver Ruin Road approximately 880 LF past the ingress/egress to the CarMax Development (the “Road Improvements”) in return for CarMax’s payment for its reasonable share of the Cost of such Road Improvements as provided in Section II, below.
- B. The City shall advertise for competitive sealed bids (“CSB”) to construct the Road Improvements no later than two (2) months after the City issues CarMax all necessary permits for the construction of Development in substantial conformance with the

Conceptual Site Plan attached hereto as Exhibit “B” which depicts a parking expansion that will connect to CarMax’s existing parking lot (the “CarMax Development”), or such earlier time as the parties may agree.

- C. The City shall issue a notice to proceed (“NTP”) to its contractor to begin construction within thirty (30) days after the selection of the lowest responsive, responsible bidder to construct the Road Improvements based on the responses to the CSB. The parties acknowledge that the City reserves the right to reject all bids and readvertise for competitive sealed bids to construct the Road Improvements in its sole discretion.
- D. The Road Improvements shall be constructed pursuant to drawings and specification acceptable to the City. Attached hereto as Exhibit “C” is the Geotechnical Report and Pavement Assessment prepared by the City’s consultant which is anticipated to be the basis of the design of said Road Improvements. The City anticipates that the Road Improvements will involve a full depth reclamation cross section that is equivalent to pavement replacement.
- E. The City intends to construct the entirety of the Road Improvements within the existing right of way and does not anticipate the need to acquire any property rights from any adjacent landowners, including but not limited to CarMax or Daboo LLC.
- F. Should the City need to acquire any additional right of way from any adjacent property owners, the parties agree that the cost of acquiring such right-of-way, private easement agreements, and any other rights required from adjoining property owners in connection with the construction of the Road Improvements shall be included in the cost of the Road Improvements described in Sections II and III below, but shall be borne by the City should such costs exceed the CarMax Contribution as such term is defined in Section II. B. below.
- G. The City and its Contractor will coordinate its construction with CarMax so as to minimize any disruption to CarMax’s business operations to the extent practicable and economically feasible.
- H. Any cost overrun above the amount of the CarMax Contribution shall be borne by the City.

II. CarMax Payment for Cost of Road Improvements.

- A. CarMax shall contribute toward the cost of the design and construction of the Road Improvements as provided in this Section II.
- B. Within 30 days following the date the City issues all necessary permits for the Development depicted on the Conceptual Site Plan attached hereto as Exhibit “B,” but for the land disturbance permit (“LDP”) and the certificate of development conformance (“CDC”), CarMax will escrow into an interest-bearing account funds (the “CarMax Contribution”) in an amount equal to \$175,000.00 (One Hundred Seventy-

Five Thousand Dollars), such amount being estimated to be sufficient to cover CarMax's reasonable share of the cost of the Road Improvements.

- C. The CarMax Contribution will be escrowed with the law firm of Thompson, O'Brien, Kappler & Nasuti, P.C., 2 Sun Court, Ste 400, Peachtree Corners, GA 30092. The amount of the CarMax Contribution as determined by this Section II will be CarMax's total contribution towards the construction of the Road Improvements.
- D. The term of the escrow agreement will be two (2) years after the date the escrow agreement is signed, and the CarMax Contribution is deposited with the escrow holder (the "Deposit Date"). Should the City not complete construction of the Road Improvements by the end of the escrow term, the remaining amount of the CarMax Contribution, including interest, shall be returned to CarMax.
- E. In the event the actual cost of the Road Improvements is less than the amount of the CarMax Contribution, the City shall refund all excess funds and interest on such funds to CarMax within thirty (30) days of the completion of the Road Improvements and acceptance of the same by the City.
- F. In the event that the actual cost of the Road Improvements exceeds the amount of the CarMax Contribution, such costs shall be borne by the City and CarMax shall not be required to pay any portion of the cost overrun.

III. Release of the Land Disturbance Permit ("LDP").

- A. After CarMax and its contractor have complied with all Federal, State and Local laws, including but not limited to the Norcross Unified Development and Stormwater Management Ordinances, and have received approval from the Georgia Soil Water Conservation Commission (GSWCC) for the CarMax Development pertaining to the issuance of the LDP, the City shall release the LDP within five (5) business days of the deposit of the CarMax Contribution to the Escrow Account.
- B. CarMax acknowledges and agrees that the City makes no other promise or guarantees of issuing a certificate of development conformance or any other permits in return for the CarMax Contribution, other than the issuance of the LDP upon the satisfaction of the conditions set forth in Section III. A above.
- C. CarMax acknowledges and agrees that it is solely responsible for compliance with all Federal, State and Local laws, including but not limited to the Norcross Unified Development and Stormwater Management Ordinances, pertaining to the issuance of any permits or certificates.
- D. Upon the completion of the CarMax Development, CarMax acknowledges that it shall provide all information necessary for the City to issue a Certificate of Development Conformance confirming that the development was constructed in conformance with

the City of Norcross Code and that all infrastructure is in place according to the construction plans approved by the City.

- E. As long as CarMax performs its obligations under this Agreement in good faith, the City agrees that the design and construction of the Road Improvements, in whole or in part, shall not be a condition precedent to the issuance of any permits or other approvals required to construct or occupy the Development other than the LDP set forth in this Agreement.

IV. Construction of the CarMax Development.

- A. By this Agreement, the parties hereto acknowledge, understand, and agree that, if CarMax constructs the Development, CarMax shall remain responsible for completing at its own expense all project improvements as may be required pursuant to the plans and drawings approved by the City of Norcross.
- B. CarMax and City further agree that CarMax shall diligently pursue the construction and completion of the Development upon issuance by the City of all necessary permits for the construction of such Development.
- C. Upon completion of construction of the Development, CarMax shall submit all necessary information for the City to issue a Certificate of Development Conformance (“CDC”) confirming that the Development was built in conformance with the City of Norcross Code and that all infrastructure is in place according to the construction plans approved by the City as required by Norcross Code Section 402-25.

V. Miscellaneous.

- A. Interpretation. In this Agreement the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the words “person” and “party” include corporation, partnership, individual, firm, trust, or association wherever the context so requires.
- B. Time of Essence. The parties hereby agree that this Agreement was entered into with the understanding that time is of the essence.
- C. Severability. In the event any provision, or any portion of any provision, of this Agreement shall be deemed to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalid, illegal or unenforceable provision or portion of a provision shall not alter the remaining portion of any provision or any other provision, as each provision of this Agreement shall be deemed to be severable from all other provisions.
- D. Inurement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns, if any, of the respective parties hereto.

E. Date of Agreement. The date of this Agreement shall be the date the last party signs a fully executed copy of the Agreement.

VI. Modification of Agreement.

No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing and executed by the party against whom enforcement of the waiver is sought.

VII. Entire Contract.

This Agreement constitutes the entire agreement between the parties for the lease of the respective properties. All terms and conditions contained in any other writings previously executed by the parties regarding the respective properties shall be deemed to be superseded.

VIII. Mutual Drafting.

Each party has participated in the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.

IX. Governing Law.

This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

X. Notices.

Any notices required or permitted to be given under this Agreement to the other party shall be in writing, postage pre-paid and will be sent by fax transmission, overnight delivery by courier of choice or registered or certified mail to:

Notices will be given as follows:

IF TO CITY:

Eric Johnson
City Manager
City of Norcross
65 Lawrenceville Street
Norcross, Georgia 30071

With copy to: J. Patrick O'Brien Esq.
City of Norcross City Attorney

Thompson, O'Brien, Kappler & Nasuti, P.C.
 2 Sun Court, Suite 400
 Peachtree Corners, Georgia 30092

IF TO CARMAX:

Mr. Douglass Moyers-
 Vice President - Real Estate
 CarMax Auto Superstores, Inc.
 12800 Tuckahoe Creek Parkway
 Richmond, Virginia 23238

With copy to: David C. Kirk, Esq.
 Troutman Pepper Hamilton Sanders LLP
 600 Peachtree Street, NE
 Suite 3000
 Atlanta, Georgia 30308

Each party may, in its sole discretion, designate alternate or additional notice recipients by providing written notice of such designation to the other party.

XI. APPROVAL BY MAYOR AND CITY COUNCIL.

Approval of this Agreement by the City is contingent on an affirmative vote by the Mayor and Council of the City of Norcross in a public meeting consistent with the requirements of the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 *et seq.* and shall be authenticated by the subsequent execution of this Agreement by the Mayor of the City of Norcross after such affirmative vote.

SO AGREED this _____ day of _____, 2022.

[SIGNATURES START NEXT PAGE]

NOTARY:**CARMAX AUTO SUPERSTORES, INC.,**

Sworn to and subscribed before me this _____
 day of _____, 2022.

By: _____

Name: _____

Title: _____

NOTARY PUBLIC

My Commission Expires: _____

[SIGNATURES CONTINUED NEXT PAGE]

Attachment: A2) Private Development Agreement (23-6828 : Bolton Circle Resurfacing ITB)

CITY OF NORCROSS, GEORGIA

BY: _____
CRAIG NEWTON
MAYOR, CITY OF NORCROSS

DATE: _____

APPROVED AS TO FORM:

ATTEST: _____
CITY CLERK

BY: _____
CITY ATTORNEY

DATE: _____

Attachment: A2) Private Development Agreement (23-6828 : Bolton Circle Resurfacing ITB)

EXHIBIT "A"
(to Private Development Agreement)
DESCRIPTION OF PROPERTY

TO BE ADDED

Attachment: A2) Private Development Agreement (23-6828 : Bolton Circle Resurfacing ITB)

EXHIBIT "B"
(to Private Development Agreement)
CONCEPTUAL SITE PLAN OF DEVELOPMENT

TO BE ADDED

Attachment: A2) Private Development Agreement (23-6828 : Bolton Circle Resurfacing ITB)

EXHIBIT "C"
(to Private Development Agreement)
GEOTECHNICAL REPORT AND PAVEMENT ASSESSMENT

TO BE ADDED

2481530_1.docx

Attachment: A2) Private Development Agreement (23-6828 : Bolton Circle Resurfacing ITB)



November 3, 2021

Mr. Matthew Zaki
 City of Norcross
 65 Lawrenceville Street
 Norcross, Georgia 30071

Reference: Report of Geotechnical Exploration
 Bolton Circle Pavement Assessment
 Bolton Circle
 Norcross, Georgia

ECS Project No. 10:11116

Dear Mr. Zaki:

ECS Southeast, LLP (ECS) is pleased to submit our report of pavement study for the above referenced project. The attached report presents an introduction to the proposed project, results of our exploration, and our recommendations. The work was completed in general accordance with ECS Proposal No. 10: 16411r1 dated August 27, 2021 and as authorized by Ms. Mary Beth Bender on September 2, 2021.

PROJECT INFORMATION

The study area is located on a section of Bolton Circle in Norcross, Georgia. Please refer to the attached Site Vicinity Map (Figure 1). There is a posted weight limit for this section of roadway of 36,000 pounds or less. We understand that this weight limit may be exceeded by the existing through traffic. ECS was requested to determine if the existing pavement section is viable for the current weight and traffic loading or if reconstruction of the roadway is needed.

FIELD EXPLORATION

To explore the subsurface conditions at this site, a total of 6 asphalt cores and associated Hand Auger Borings (C-1 to C-6) were performed in the study area. Dynamic Cone Penetrometer (DCP) testing was performed in each hand auger boring.

The asphalt cores were performed on the northeast bound and southwest bound lanes. The test locations are as shown in the attached Boring Location Plan (Figure 2).

Attachment: A3) Bolton Circle Pavement Assessment (23-6828 : Bolton Circle Resurfacing ITB)

The test locations were determined in the field by our representative who measured distances and estimated right angles from existing site features. As these methods are not precise, the hand auger boring locations shown on the attached Boring Location Plan (Figure 2) should be considered approximate. At each test location, the existing asphalt was cored and the underlying graded aggregate base (GAB) layer thickness was measured.

Representative soil samples for hand auger borings were obtained by means of the hand operated auger sample procedure in general accordance with ASTM Specification D-1452. In this procedure, the auger boring was made by rotating and advancing the auger bucket to the desired depths while periodically removing the bucket from the hole to clear and examine the auger cuttings. Additionally, Dynamic Cone Penetrometer (DCP) testing was conducted to provide relative bearing values at regular intervals throughout the boring profile. In DCP testing, a 15 pound hammer falls 20 inches and drives the cone point through the 1.75 inch intervals and blow counts are recorded for each interval driven (as specified in ASTM Special Testing Publication 399, 1966).

These DCP values can be used as a qualitative indication of the in-place relative density of cohesionless soils. In a less reliable way, they also indicate the consistency of cohesive soils. This indication is qualitative, since many factors can significantly affect the standard penetration resistance value and limit the validity of a direct correlation between field test results and inferred soil strength parameters.

Laboratory Testing Program

Representative soil samples were selected and tested in our laboratory to check visual classifications and to determine pertinent engineering properties. The laboratory testing program included visual classifications of soil samples as well as gradation analysis, Atterberg limits, and natural moisture content testing on selected soil samples.

A geotechnical engineer classified each soil sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System. The group symbols for each soil type are indicated in parentheses following the soil descriptions on the boring logs. The geotechnical engineer grouped the various soil types into the major zones noted on the boring logs. The stratification lines designating the interfaces between earth materials on the boring logs and profiles are approximate; in-situ, the transitions may be gradual.

The soil samples will be retained in our laboratory for a period of 60 days, after which, they will be discarded unless other instructions are received as to their disposition.

Site Observations

Pavement distress was observed along the stretch of road assessed. Pavement distress observed consisted of longitudinal cracking, transverse cracking, block cracking, fatigue cracking, and edge cracking. The pavement distresses observed are as shown in the Pavement Evaluation Photolog attached to this report.

SUBSURFACE CONDITIONS

Pavement and Subsurface Conditions

Data from the hand auger borings and DCP testing is attached. The subsurface conditions discussed in the following paragraphs and those shown on the hand auger logs represent an estimate of the subsurface conditions based on interpretation of the hand auger data using normally accepted geotechnical engineering judgments. We note that the transition between different soil strata is usually less distinct than those shown on the hand auger logs.

Asphalt Pavement and GAB – Approximately 2 to 7 inches of asphalt and 5 to 10 inches of graded aggregate base (GAB) were encountered at the core locations. Some variation in thicknesses should be expected across the study area. Photographs (photo logs) of the asphalt cores are attached to this report.

Fill - Fill may be any material that has been transported and deposited by man. Undocumented fill is considered any man placed materials with no moisture-density records from the time it was originally placed. Materials described as undocumented fill were encountered in Hand Auger Borings C-1, C-2, C-3, C-4, and C-6 extending to depths of 1 to more than 2 feet below the ground surface. The fill material generally consists of sandy Silt and silty Sand. Overall, DCP-Values ranged from 6 to 30+ blows per 1.75-inch increment. Based on the DCP values, the soils are generally described as loose to very dense.

Residual Soils - Residual soil, formed by in-place weathering of the parent rock, was encountered in Hand Auger Borings C-4, C-5, and C-6 below the asphalt pavement and GAB or undocumented fill materials. The residual soil was generally described as silty Sand (SM), sandy Silt (ML), and elastic sandy Silt (MH). DCP-Values ranged from 9 to 28 blows per 1.75-inch increment.

Groundwater - Observations for groundwater were made during sampling and upon completion of the drilling operations at each boring location. No groundwater seepage was observed in the hand auger excavations during our fieldwork activities.

ANALYSIS AND RECOMMENDATIONS

Existing Pavement Summary

Please refer to the following table for a summary of the existing pavement conditions encountered.

Table 1 – Summary of Pavement and Graded Aggregate Base (GAB) Thickness and Calculated Structural Number

Hand Auger Boring No.	Approximate Asphalt Thickness (inches)	Approximate Graded Aggregate Base (GAB) Thickness (inches)	Calculated Structural Number (SN)
C-1	7	9	3.87
C-2	5	6	3.09
C-3	3	7	2.44
C-4	4	7	2.88
C-5	2	10	2.48
C-6	3	5	2.12

General

Based on information provided by CarMax, we understand that paving design for bituminous and Portland concrete paving at CarMax projects is done under the following criteria:

- 20-year pavement life – light duty and heavy duty.
- Heavy Duty Paving – 75,000 Equivalent Single Axle Loads (ESAL's).
- Light Duty Paving – 7,500 Equivalent Single Axle Loads (ESAL's).
- Minimum Paving Section: Heavy Duty and Light Duty Paving sections shall include two lifts of asphalt with a minimum binder course depth of 2" and a minimum wearing course depth of 1.5 inches for a total of 3.5 inches. Minimum GAB thicknesses were not provided.

The study area includes a posted Gross Vehicle Weight Rating (GVWR) limit of 36,000 pounds. Based on trucks observed during our site visit, it is our opinion that heavy duty paving should be considered for the study area and that the posted GVWR is likely being exceeded. Of note, our site representative observed 15 loaded trailers/tow trucks driving in and out of the CarMax facility between 8.15 am and 12.45 pm on Wednesday September 15, 2021.

Based on the asphalt and GAB thicknesses observed at the test locations, it appears that the existing pavement section (combined asphalt and GAB) thickness is likely under designed for the current traffic conditions. In addition, the minimum paving as outlined in CarMax's criteria for both light duty and heavy duty paving is likely not met by the existing pavement at several test locations. As shown in Table 1 above, the asphalt thickness varies from approximately 2 to 7 inches and the observed GAB thickness ranges from approximately 5 to 10 inches. The resulting structural number of the pavement at the test locations ranges from 2.12 to 3.87. The heavy traffic loading has likely contributed to pavement deterioration/failure and current pavement conditions. CarMax minimum GAB thicknesses should be provided to ECS for review if/when available in order for ECS to re-evaluate the comparisons of minimum pavement sections and pavement sections encountered in the field.

New Pavement / Pavement Repair

While no traffic information has been provided, we anticipate that traffic on the study roadway primarily consists of a combination of passenger vehicles and heavy delivery trucks. Based on this assumed traffic conditions, we recommend that a pavement section providing a structural number of at least 3.88 be used for any future pavement repairs at the section of roadway assessed. The pavement section recommended below provides a structural number of 3.88.

Table 2 - Minimum Flexible Pavement Section

Material Type	Entrance and Exit Drive Lanes
AC Surface Course Type II Superpave – 9.5mm	1.5 inches
AC Base Course Superpave – 25mm	4.0 inches
Graded Aggregate Base (GAB)	10.0 inches

Aggregate material used as base course must comply with the gradation requirements established by the GDOT. Aggregate material should be compacted to at least 98 percent of the maximum dry density obtained in accordance with ASTM D-1557, Modified Proctor Method.

The subgrade preparation should consist of excavating down to the required subgrade elevation. Prior to fill placement, it is critical the exposed surface be compacted in-place and evaluated by an engineer from ECS. As needed, additional hand augers with Dynamic Cone Penetrometer (DCP) testing can be used to delineate any unsuitable material found during the subgrade preparation. **Where unacceptable materials are encountered, they must be evaluated by ECS and may require remedial measures. Remedial options include undercutting and replacement with soil/rock, recompaction, partial over-excavation with geogrid placement, or drying.** The subgrade receiving the GAB fill should be firm and non-yielding.

An important consideration with the design and construction of pavements is surface and subsurface drainage. Where standing water develops, either on the pavement surface or within the base course layer, softening of the subgrade and other problems related to the deterioration of the pavement can be expected. Furthermore, good drainage should minimize the risk of the subgrade materials becoming saturated over a long period of time.

CLOSING

This report has been prepared in accordance with generally accepted geotechnical engineering practice. No warranty is expressed or implied. The evaluations and recommendations presented in this report are based on the available project information, as well as on the results of the exploration.

This report is provided for the exclusive use of The City of Norcross. This report is not intended to be used or relied upon in connection with other projects or by other third parties. ECS disclaims liability for any such third party use or reliance without express written permission.

Thank you for the opportunity to provide geotechnical engineering services on this project. Should you have questions regarding our findings or need additional consultations, please do not hesitate to contact our office.

Sincerely,

ECS SOUTHEAST, LLP represented by:

ECS Southeast, LLP

Fred Munene, P.E.
Geotechnical Project Manager
GA Registration No. 43960
Fmunene@ecslimited.com

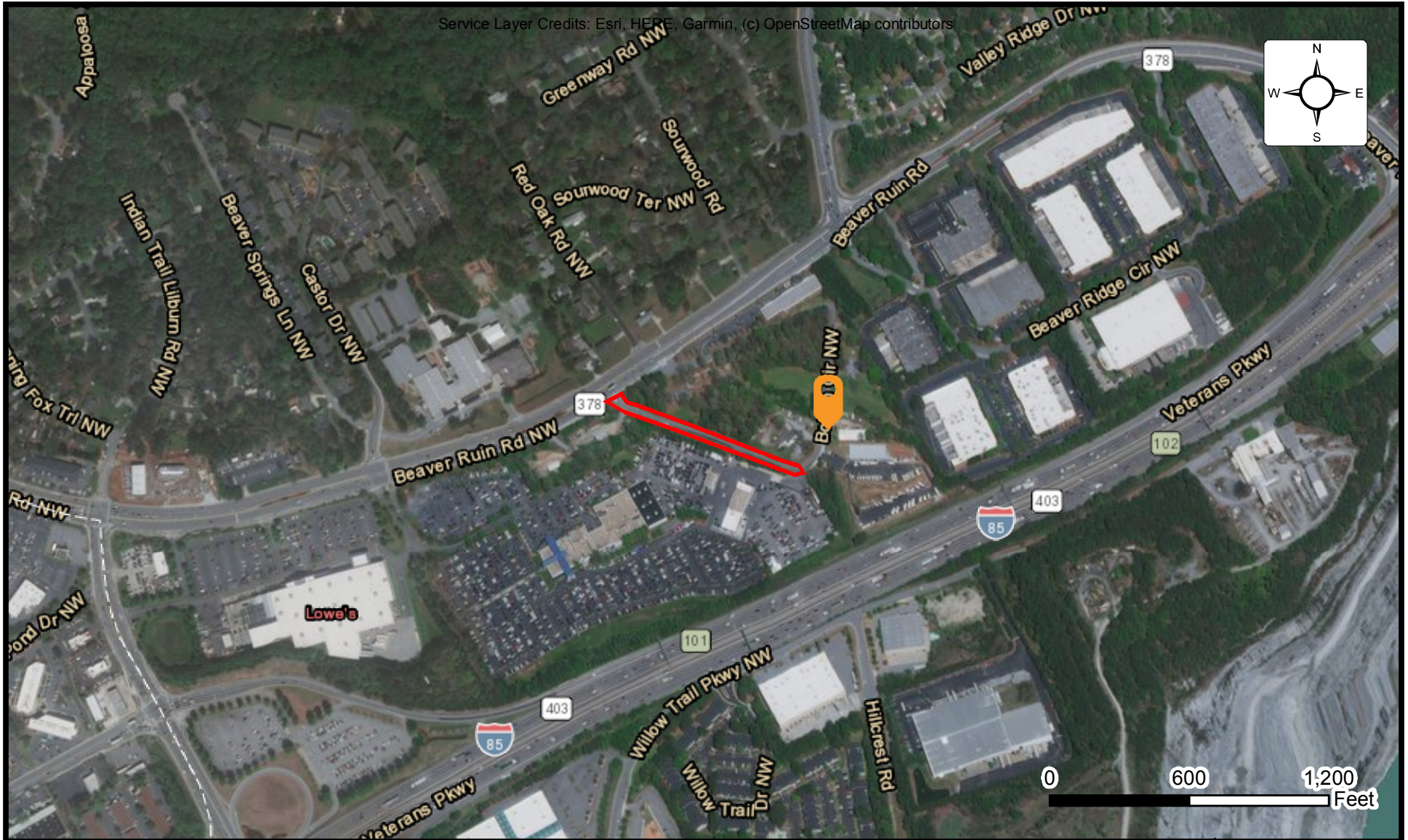


K. Jay Hornsby, P.G.
Principal Geologist
GA P.G. Registration No. 1978
Jhornsby@ecslimited.com

Attachments:

- Figure 1 – Site Vicinity Map
- Figure 2 – Boring Location Plan
- Reference Notes for Boring Logs
- Hand Auger Logs (5)
- Lab Summary
- Pavement Condition Photo Log
- Core Photo Log
- GBA Important Information About This Geotechnical-Engineering Report

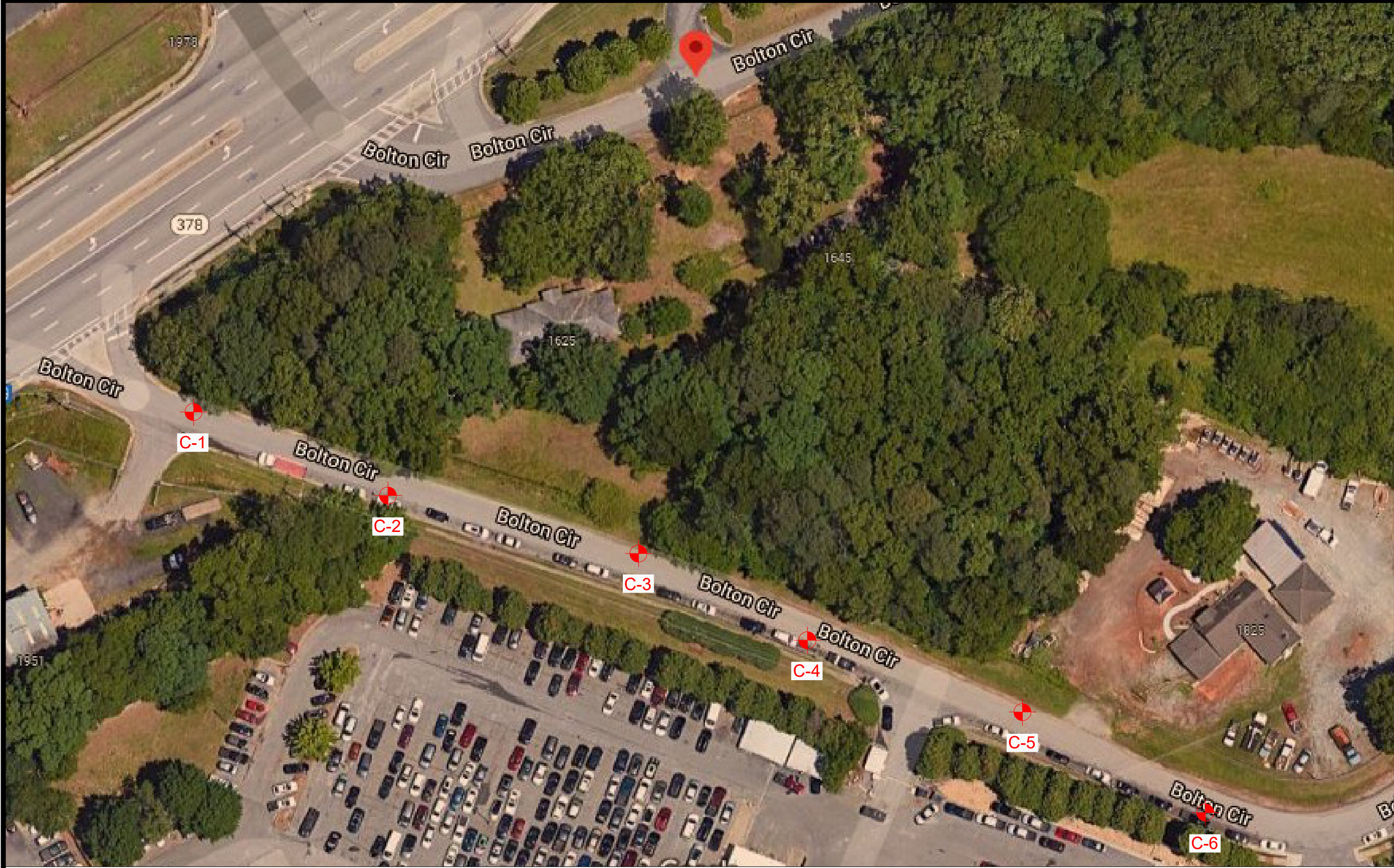
Attachments



SITE LOCATION DIAGRAM BOLTON CIRCLE PAVEMENT ASSESSMENT

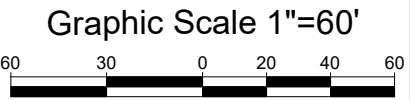
BOLTON CIRCLE, NORCROSS, GEORGIA
CITY OF NORCROSS PUBLIC WORKS, UTILITIES & PARKS DEPARTMENT

ENGINEER FGM
SCALE AS NOTED
PROJECT NO. 10:11116
SHEET 1 OF 1
DATE 9/22/2021



LEGEND

-  Approximate Boring Location
- C-#** Boring Designation



	
PROJECT:	Bolton Circle Pavement Assessment Norcross, GA
FIGURE NAME:	BORING LOCATION PLAN
REFERENCE:	Google Imagery
PREPARED FOR:	City of Norcross
REVISIONS	
JOB NO.	10:11116
SCALE	1"=60'
DRAWN	MTG 9/2021
APPR.	KJH 9/2021
Figure No.:	
2	
Packet Pg. 178	

REFERENCE NOTES FOR BORING LOGS

MATERIAL^{1,2}

	ASPHALT
	CONCRETE
	GRAVEL
	TOPSOIL
	VOID
	BRICK
	AGGREGATE BASE COURSE
	GW WELL-GRADED GRAVEL gravel-sand mixtures, little or no fines
	GP POORLY-GRADED GRAVEL gravel-sand mixtures, little or no fines
	GM SILTY GRAVEL gravel-sand-silt mixtures
	GC CLAYEY GRAVEL gravel-sand-clay mixtures
	SW WELL-GRADED SAND gravelly sand, little or no fines
	SP POORLY-GRADED SAND gravelly sand, little or no fines
	SM SILTY SAND sand-silt mixtures
	SC CLAYEY SAND sand-clay mixtures
	ML SILT non-plastic to medium plasticity
	MH ELASTIC SILT high plasticity
	CL LEAN CLAY low to medium plasticity
	CH FAT CLAY high plasticity
	OL ORGANIC SILT or CLAY non-plastic to low plasticity
	OH ORGANIC SILT or CLAY high plasticity
	PT PEAT highly organic soils

DRILLING SAMPLING SYMBOLS & ABBREVIATIONS

SS	Split Spoon Sampler	PM	Pressuremeter Test
ST	Shelby Tube Sampler	RD	Rock Bit Drilling
WS	Wash Sample	RC	Rock Core, NX, BX, AX
BS	Bulk Sample of Cuttings	REC	Rock Sample Recovery %
PA	Power Auger (no sample)	RQD	Rock Quality Designation %
HSA	Hollow Stem Auger		

PARTICLE SIZE IDENTIFICATION

DESIGNATION	PARTICLE SIZES
Boulders	12 inches (300 mm) or larger
Cobbles	3 inches to 12 inches (75 mm to 300 mm)
Gravel: Coarse	¾ inch to 3 inches (19 mm to 75 mm)
Fine	4.75 mm to 19 mm (No. 4 sieve to ¾ inch)
Sand: Coarse	2.00 mm to 4.75 mm (No. 10 to No. 4 sieve)
Medium	0.425 mm to 2.00 mm (No. 40 to No. 10 sieve)
Fine	0.074 mm to 0.425 mm (No. 200 to No. 40 sieve)
Silt & Clay ("Fines")	<0.074 mm (smaller than a No. 200 sieve)

COHESIVE SILTS & CLAYS

UNCONFINED COMPRESSION STRENGTH, QP ⁴	SPT ⁵ (BPF)	CONSISTENCY ⁷ (COHESIVE)
<0.25	<2	Very Soft
0.25 - <0.50	2 - 4	Soft
0.50 - <1.00	5 - 8	Firm
1.00 - <2.00	9 - 15	Stiff
2.00 - <4.00	16 - 30	Very Stiff
4.00 - 8.00	31 - 50	Hard
>8.00	>50	Very Hard

RELATIVE AMOUNT ⁷	COARSE GRAINED (%) ⁸	FINE GRAINED (%) ⁸
Trace	≤5	≤5
With	10 - 20	10 - 25
Adjective (ex: "Silty")	25 - 45	30 - 45

WATER LEVELS⁶

	WL (First Encountered)
	WL (Completion)
	WL (Seasonal High Water)
	WL (Stabilized)

GRAVELS, SANDS & NON-COHESIVE SILTS

SPT ⁵	DENSITY
<5	Very Loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
>50	Very Dense

FILL AND ROCK

FILL	POSSIBLE FILL	PROBABLE FILL	ROCK

¹Classifications and symbols per ASTM D 2488-17 (Visual-Manual Procedure) unless noted otherwise.

²To be consistent with general practice, "POORLY GRADED" has been removed from GP, GP-GM, GP-GC, SP, SP-SM, SP-SC soil types on the boring logs.

³Non-ASTM designations are included in soil descriptions and symbols along with ASTM symbol [Ex: (SM-FILL)].

⁴Typically estimated via pocket penetrometer or Torvane shear test and expressed in tons per square foot (tsf).

⁵Standard Penetration Test (SPT) refers to the number of hammer blows (blow count) of a 140 lb. hammer falling 30 inches on a 2 inch OD split spoon sampler required to drive the sampler 12 inches (ASTM D 1586). "N-value" is another term for "blow count" and is expressed in blows per foot (bpf). SPT correlations per 7.4.2 Method B and need to be corrected if using an auto hammer.

⁶The water levels are those levels actually measured in the borehole at the times indicated by the symbol. The measurements are relatively reliable when augering, without adding fluids, in granular soils. In clay and cohesive silts, the determination of water levels may require several days for the water level to stabilize. In such cases, additional methods of measurement are generally employed.

⁷Minor deviation from ASTM D 2488-17 Note 14.

⁸Percentages are estimated to the nearest 5% per ASTM D 2488-17.

CLIENT: City of Norcross Public Works, Utilities & Parks Department	PROJECT NO.: 10:11116	SHEET: 1 of 1
PROJECT NAME: Bolton Circle Pavement Assessment	HAND AUGER NO.: C-1	SURFACE ELEVATION:
SITE LOCATION: Bolton Circle, Norcross, Georgia 30071		STATION:
NORTHING:	EASTING:	



DEPTH (FT)	WATER LEVELS	ELEVATION (FT)	DESCRIPTION OF MATERIAL	EXCAVATION EFFORT	DCP	SAMPLE NUMBER	FINES CONTENT (%)	MOISTURE CONTENT (%)
			Asphalt Thickness[7"]					
			Gravel Thickness[9"]					
			(SM FILL) SILTY SAND, trace gravel, tannish brown, moist			S-1		
			END OF DRILLING AT 2 FT		9-9-9			
5		-5						
10		-10						
15								

REMARKS:

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

EXCAVATION EFFORT: E - EASY M - MEDIUM D - DIFFICULT VD - VERY DIFFICULT

☒ WL (First Encountered) Dry	☒ WL (Seasonal High)	ECS REP:	DATE COMPLETED:	UNITS:	CAVE-IN-DEPTH
☒ WL (Completion)		MG	Sep 15 2021	English	

HAND AUGER LOG**Packet Pg. 180**

Attachment: A3) Bolton Circle Pavement Assessment (23-6828 : Bolton Circle Resurfacing ITB)

CLIENT: City of Norcross Public Works, Utilities & Parks Department		PROJECT NO.: 10:11116	SHEET: 1 of 1
PROJECT NAME: Bolton Circle Pavement Assessment		HAND AUGER NO.: C-2	SURFACE ELEVATION:
SITE LOCATION: Bolton Circle, Norcross, Georgia 30071		STATION:	
NORTHING:		EASTING:	



DEPTH (FT)	WATER LEVELS	ELEVATION (FT)	DESCRIPTION OF MATERIAL	EXCAVATION EFFORT	DCP	SAMPLE NUMBER	FINES CONTENT (%)	MOISTURE CONTENT (%)
			Asphalt Thickness[5"]					
			Gravel Thickness[6"]					
			(SM FILL) SILTY SAND, trace gravel, brown and grayish brown, moist		12-13-16	S-1	47	17.6
			END OF DRILLING AT 2 FT		7-8-8			
5		-5						
10		-10						
15								

REMARKS:

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

EXCAVATION EFFORT: E - EASY M - MEDIUM D - DIFFICULT VD - VERY DIFFICULT

☐ WL (First Encountered) Dry	☒ WL (Seasonal High)	ECS REP:	DATE COMPLETED:	UNITS:	CAVE-IN-DEPTH
☒ WL (Completion)			Sep 15 2021	English	

HAND AUGER LOG

Packet Pg. 181

CLIENT: City of Norcross Public Works, Utilities & Parks Department		PROJECT NO.: 10:11116	SHEET: 1 of 1
PROJECT NAME: Bolton Circle Pavement Assessment		HAND AUGER NO.: C-3	SURFACE ELEVATION:
SITE LOCATION: Bolton Circle, Norcross, Georgia 30071		STATION:	
NORTHING:		EASTING:	



DEPTH (FT)	WATER LEVELS	ELEVATION (FT)	DESCRIPTION OF MATERIAL	EXCAVATION EFFORT	DCP	SAMPLE NUMBER	FINES CONTENT (%)	MOISTURE CONTENT (%)
			Asphalt Thickness[3"]					
			Gravel Thickness[7"]					
			(ML FILL) FILL, SANDY SILT, trace gravel, reddish brown and gray, moist		13-18-17	S-1		
			(SM FILL) FILL, SILTY SAND, trace gravel, brown, moist		30+	S-2		
			END OF DRILLING AT 2 FT					
5		-5						
10		-10						
15								

REMARKS:

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

EXCAVATION EFFORT: E - EASY M - MEDIUM D - DIFFICULT VD - VERY DIFFICULT

☐ WL (First Encountered) Dry	☒ WL (Seasonal High)	ECS REP:	DATE COMPLETED:	UNITS:	CAVE-IN-DEPTH
☒ WL (Completion)			Sep 15 2021	English	

HAND AUGER LOG**Packet Pg. 182**

Attachment: A3) Bolton Circle Pavement Assessment (23-6828 : Bolton Circle Resurfacing ITB)

CLIENT: City of Norcross Public Works, Utilities & Parks Department	PROJECT NO.: 10:11116	SHEET: 1 of 1
PROJECT NAME: Bolton Circle Pavement Assessment	HAND AUGER NO.: C-4	SURFACE ELEVATION:
SITE LOCATION: Bolton Circle, Norcross, Georgia 30071		STATION:
NORTHING:	EASTING:	



DEPTH (FT)	WATER LEVELS	ELEVATION (FT)	DESCRIPTION OF MATERIAL	EXCAVATION EFFORT	DCP	SAMPLE NUMBER	FINES CONTENT (%)	MOISTURE CONTENT (%)
			Asphalt Thickness[4"]					
			Gravel Thickness[7"]					
			(ML FILL) FILL, SANDY SILT, contains rock fragments, tannish brown and gray, moist		7-6-10	S-1		
			(ML) SANDY SILT, dark brown, moist			S-2		
			END OF DRILLING AT 2 FT		9-10-15			
5		-5						
10		-10						
15								

REMARKS:

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

EXCAVATION EFFORT: E - EASY M - MEDIUM D - DIFFICULT VD - VERY DIFFICULT

☐ WL (First Encountered) Dry	☒ WL (Seasonal High)	ECS REP:	DATE COMPLETED:	UNITS:	CAVE-IN-DEPTH
☒ WL (Completion)			Sep 15 2021	English	

HAND AUGER LOG**Packet Pg. 183**

Attachment: A3) Bolton Circle Pavement Assessment (23-6828 : Bolton Circle Resurfacing ITB)

CLIENT: City of Norcross Public Works, Utilities & Parks Department		PROJECT NO.: 10:11116	SHEET: 1 of 1
PROJECT NAME: Bolton Circle Pavement Assessment		HAND AUGER NO.: C-5	SURFACE ELEVATION:
SITE LOCATION: Bolton Circle, Norcross, Georgia 30071		STATION:	
NORTHING:		EASTING:	



DEPTH (FT)	WATER LEVELS	ELEVATION (FT)	DESCRIPTION OF MATERIAL	EXCAVATION EFFORT	DCP	SAMPLE NUMBER	FINES CONTENT (%)	MOISTURE CONTENT (%)
			Asphalt Thickness[2"]					
			Gravel Thickness[10"]					
			(MH) SANDY ELASTIC SILT, orangish brown, moist		28-25-18	S-1	64	22.2
			END OF DRILLING AT 2 FT		12-13-14			
5		-5						
10		-10						
15								

REMARKS:

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

EXCAVATION EFFORT: E - EASY M - MEDIUM D - DIFFICULT VD - VERY DIFFICULT

☐ WL (First Encountered)	Dry	☒ WL (Seasonal High)	ECS REP:	DATE COMPLETED:	UNITS:	CAVE-IN-DEPTH
☒ WL (Completion)				Sep 15 2021	English	

HAND AUGER LOG**Packet Pg. 184**

CLIENT: City of Norcross Public Works, Utilities & Parks Department	PROJECT NO.: 10:11116	SHEET: 1 of 1
PROJECT NAME: Bolton Circle Pavement Assessment	HAND AUGER NO.: C-6	SURFACE ELEVATION:
SITE LOCATION: Bolton Circle, Norcross, Georgia 30071		STATION:
NORTHING:	EASTING:	



DEPTH (FT)	WATER LEVELS	ELEVATION (FT)	DESCRIPTION OF MATERIAL	EXCAVATION EFFORT	DCP	SAMPLE NUMBER	FINES CONTENT (%)	MOISTURE CONTENT (%)
			Asphalt Thickness[3"]					
			Gravel Thickness[5"]					
			(SM FILL) FILL, SILTY SAND, tannish brown and gray, moist		20-22-19	S-1		
			(SM) SILTY SAND, brown and tannish brown, moist		18-18-19			
			END OF DRILLING AT 2 FT					
5		-5						
10		-10						
15								

REMARKS:

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

EXCAVATION EFFORT: E - EASY M - MEDIUM D - DIFFICULT VD - VERY DIFFICULT

☒ WL (First Encountered) Dry	☒ WL (Seasonal High)	ECS REP:	DATE COMPLETED:	UNITS:	CAVE-IN-DEPTH
☒ WL (Completion)			Sep 15 2021	English	

HAND AUGER LOG

Packet Pg. 185

Laboratory Testing Summary

Sample Location	Sample Number	Depth (feet)	^MC (%)	Soil Type	Atterberg Limits			**Percent Passing No. 200 Sieve	Moisture - Density		CBR (%)		#Organic Content (%)
					LL	PL	PI		<Maximum Density (pcf)	<Optimum Moisture (%)	0.1 in.	0.2 in.	
C-2	S-1	1.5	17.6	SM				47.2					
C-5	S-1	1.5	22.2	MH	69	40	29	63.6					

Notes: See test reports for test method, ^ASTM D2216-19, *ASTM D2488, **ASTM D1140-17, #ASTM D2974-20e1 < See test report for D4718 corrected values

Definitions: MC: Moisture Content, Soil Type: USCS (Unified Soil Classification System), LL: Liquid Limit, PL: Plastic Limit, PI: Plasticity Index, CBR: California Bearing Ratio, OC: Organic Content

Project: Bolton Circle Pavement Assessment
Client: City of Norcross Public Works, Utilities & Parks Department

Project No.: 10:11116
Date Reported: 9/21/2021



Office / Lab

ECS Southeast LLP - Marietta

Address

1281 Kennestone Circle NE
Suite 200
Marietta, GA 30066

Office Number / Fax

(770)590-1971
(770)590-1975

Tested by	Checked by	Approved by	Date Received
KShah	KShah	KShah	



ECS Southeast, LLP
1281 Kennestone Circle
Suite 100
Marietta, GA 30066
Phone: 770-419-0745
Fax: 770-590-1975

PAVEMENT CONDITION PHOTO LOG

Project Name: Bolton Circle Pavement Assessment

Project Number: 10:11116

Project Location: Bolton Circle, Norcross, Georgia

Date: 9/2021



Photo 1. View of Core Location C-1 (Northwest bound lane)



Photo 2. View of typical pavement condition at C-1



ECS Southeast, LLP
1281 Kennestone Circle
Suite 100
Marietta, GA 30066
Phone: 770-419-0745
Fax: 770-590-1975

PAVEMENT CONDITION PHOTO LOG

Project Name: Bolton Circle Pavement Assessment	Project Number: 10:11116
Project Location: Bolton Circle, Norcross, Georgia	Date: 9/2021



Photo 3. View of Core Location C-2 (Southeast bound lane)



Photo 4. View of typical pavement condition at C-2



ECS Southeast, LLP
1281 Kennestone Circle
Suite 100
Marietta, GA 30066
Phone: 770-419-0745
Fax: 770-590-1975

PAVEMENT CONDITION PHOTO LOG

Project Name: Bolton Circle Pavement Assessment	Project Number: 10:11116
Project Location: Bolton Circle, Norcross, Georgia	Date: 9/2021



Photo 5. View of Core Location C-3 (Northwest bound lane)



Photo 6. View of typical pavement condition at C-3



ECS Southeast, LLP
1281 Kennestone Circle
Suite 100
Marietta, GA 30066
Phone: 770-419-0745
Fax: 770-590-1975

PAVEMENT CONDITION PHOTO LOG

Project Name: Bolton Circle Pavement Assessment	Project Number: 10:11116
Project Location: Bolton Circle, Norcross, Georgia	Date: 9/2021



Photo 7. View of Core Location C-4 (Southeast bound lane)



Photo 8. View of typical pavement condition at C-4



ECS Southeast, LLP
1281 Kennestone Circle
Suite 100
Marietta, GA 30066
Phone: 770-419-0745
Fax: 770-590-1975

PAVEMENT CONDITION PHOTO LOG

Project Name: Bolton Circle Pavement Assessment	Project Number: 10:11116
Project Location: Bolton Circle, Norcross, Georgia	Date: 9/2021

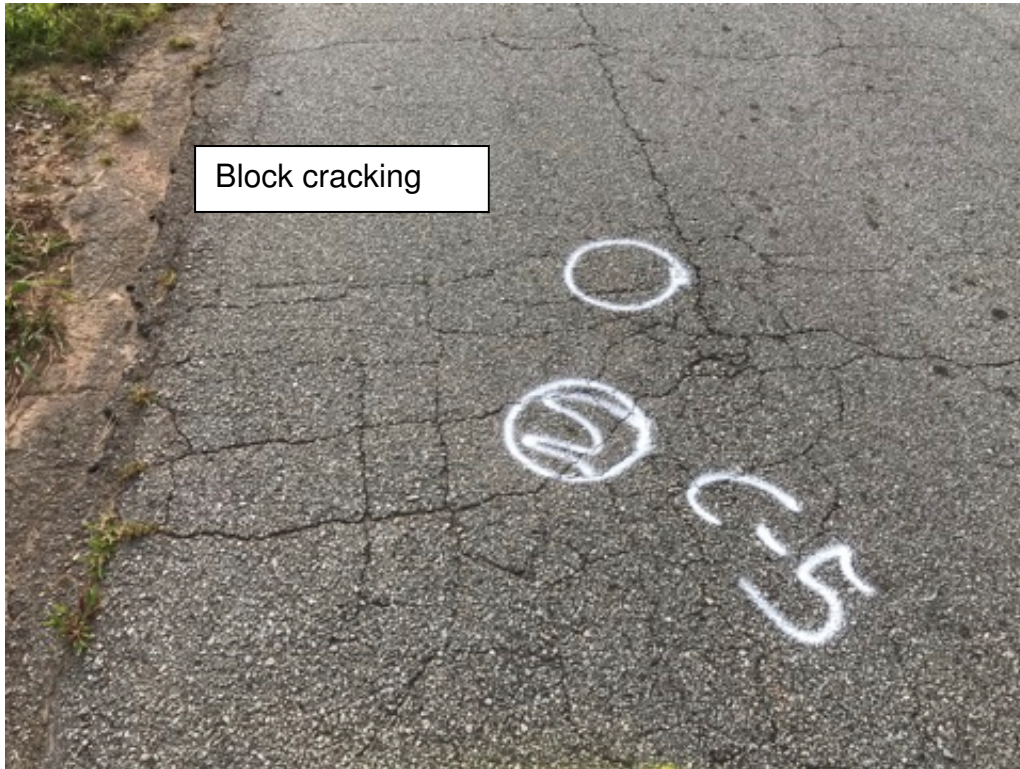


Photo 9. View of Core Location C-5 (Northwest bound lane)



Photo 10. View of typical pavement condition at C-5



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1281 Kennestone Circle
Suite 100
Marietta, GA 30066
Phone: 770-419-0745
Fax: 770-590-1975

PAVEMENT CONDITION PHOTO LOG

Project Name: Bolton Circle Pavement Assessment	Project Number: 10:11116
Project Location: Bolton Circle, Norcross, Georgia	Date: 9/2021



Photo 11. View of Core Location C-6 – (Southeast bound lane)



Photo 12. View of typical pavement condition at C-6



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1281 Kennestone Circle
Suite 100
Marietta, GA 30066
Phone: 770-419-0745
Fax: 770-590-1975

PAVEMENT CONDITION PHOTO LOG

Project Name: Bolton Circle Pavement Assessment	Project Number: 10:11116
Project Location: Bolton Circle, Norcross, Georgia	Date: 9/2021



Photo 13. View of Carmax entrance



Photo 14. View of Carmax entrance



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1281 Kennestone Circle
Suite 100
Marietta, GA 30066
Phone: 770-419-0745
Fax: 770-590-1975

CORE PHOTO LOG

Project Name: Bolton Circle Pavement Assessment	Project Number: 10:11116
Project Location: Bolton Circle, Norcross, Georgia	Date: 9/2021



Photo 1. Core C-1. Asphalt Thickness = 7 inches



Photo 2. Core C-2. Asphalt Thickness = 5 inches



ECS Southeast, LLP
1281 Kennestone Circle
Suite 100
Marietta, GA 30066
Phone: 770-419-0745
Fax: 770-590-1975

CORE PHOTO LOG

Project Name: Bolton Circle Pavement Assessment	Project Number: 10:11116
Project Location: Bolton Circle, Norcross, Georgia	Date: 9/2021



Photo 3. Core C-3. Asphalt Thickness = 3 inches

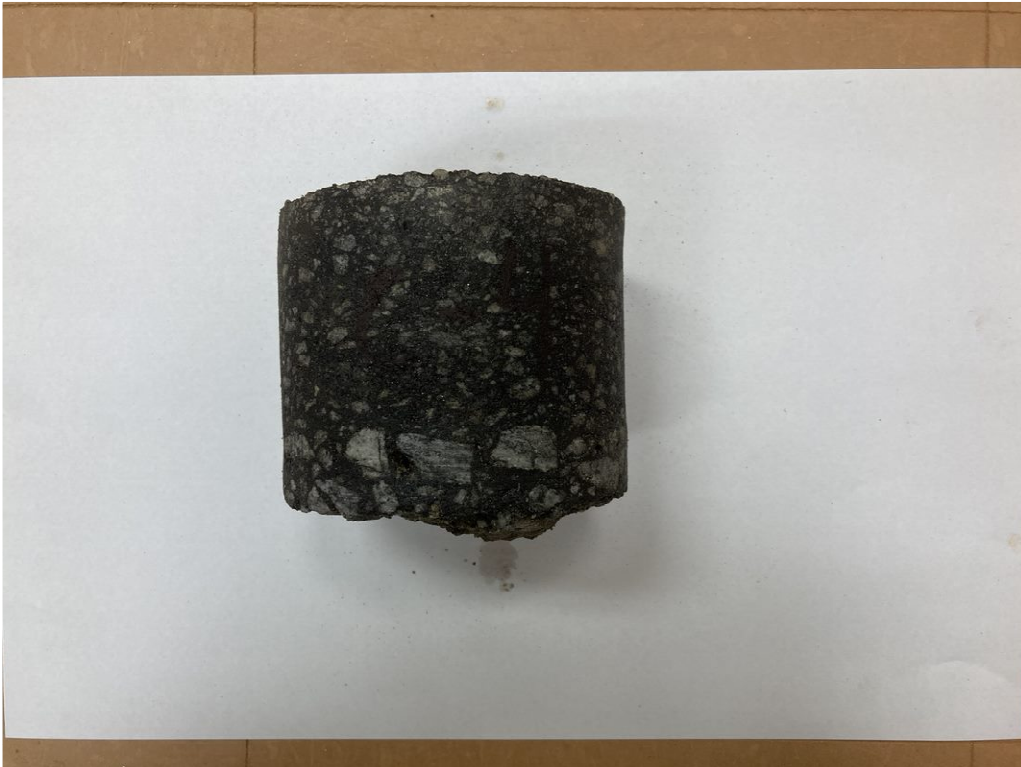


Photo 4. Core C-4. Asphalt Thickness = 4 inches



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Suite 100
Marietta, GA 30066
Phone: 770-419-0745
Fax: 770-590-1975

CORE PHOTO LOG

Project Name: Bolton Circle Pavement Assessment	Project Number: 10:11116
Project Location: Bolton Circle, Norcross, Georgia	Date: 9/2021

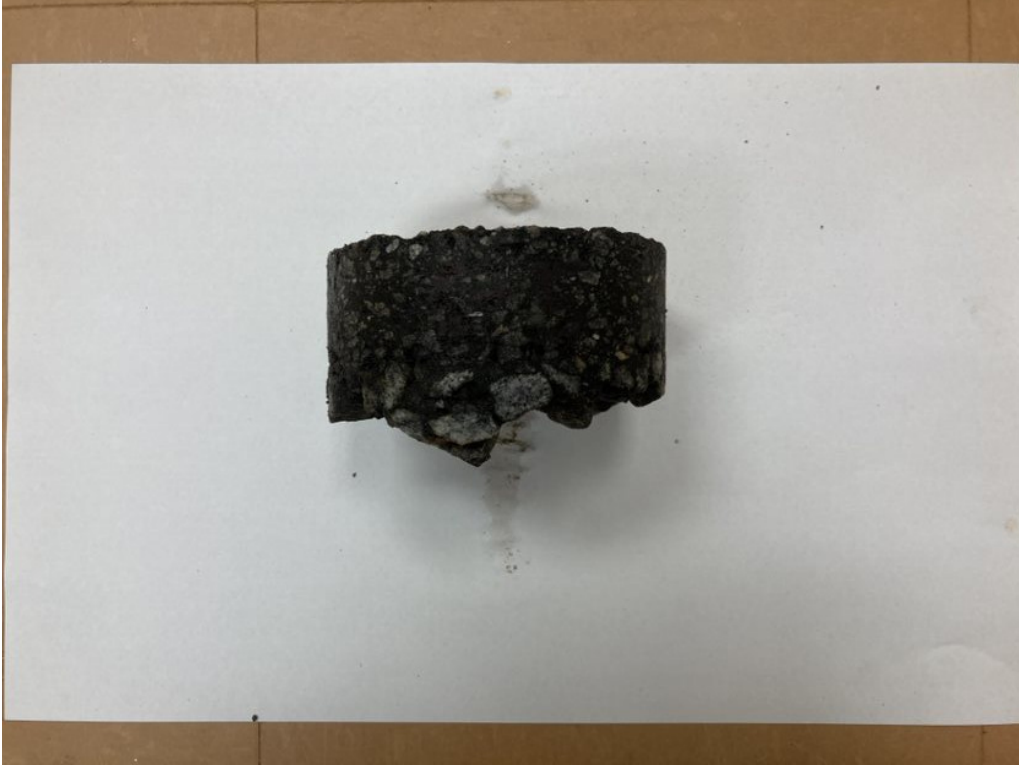


Photo 5. Core C-5. Asphalt Thickness = 2 inches

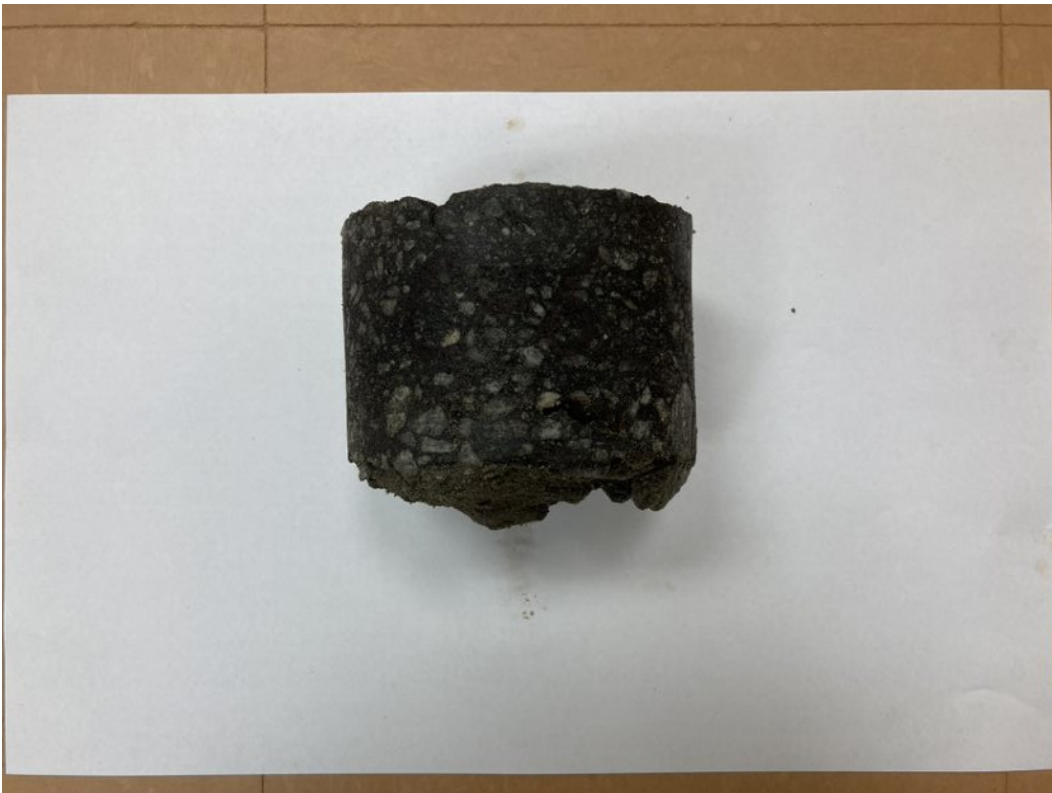


Photo 6. Core C-6. Asphalt Thickness = 3 inches

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. *Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled.* No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full.*

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.*

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be, and, in general, if you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying it.* A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only*. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may

perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures*. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old*.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration*. Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. *Geotechnical engineers are not building-envelope or mold specialists*.



Telephone: 301/565-2733

e-mail: info@geoprofessional.org www.geoprofessional.org

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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 #:	23-6826	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	Overhead and Underground Distribution Electric On-Call Contractors		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Overhead and Underground Distribution Electric On-Call Contractors](#)
2. [A1\) On-Call Contractor Proposals \(3\)](#)
3. [A2\) On-Call Contractor Services Agreements \(3\)](#)

Title

Overhead and Underground Distribution Electric On-Call Contractors

Drafter

Steve Gaines

Motion

A motion to Approve/Deny the attached On-call Contractor Services agreement to provide overhead and underground distribution electric labor services and equipment rates.



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, Electric Superintendent

Meeting Date: October 2, 2023 – Mayor & Council

Item No.: 23- 6826

Title: Overhead and Underground Distribution Electric on-call contractors

CC: Eric Johnson, City Manager

Recommendation

The Public Works, Utilities and Parks Department is seeking approval to approve qualified contractors to provide overhead and Underground Distribution Electric labor services and equipment rates.

Background

With the challenges the Power division is currently undergoing with staffing and the lack of crucial talented applicants, Staff recommends to contract with the contractors listed, the availability of multiple on-call contractors to not only respond to storms, but to respond to when the power goes out, as well as to perform work on upcoming special projects.

The selected contractors (Over & Under, Pike Electric and Fairway Electric) will be required to employ competent and experienced personnel for doing the work and will perform the work in substantial and workman like manner and in strict accordance with the industry standards and comply with all applicable laws and with all Federal, State, and local regulations.

Financial Impact

To be determined based on the provided rates and the emergency response.

Consistent with Comprehensive Plan?

Yes, the on-call contractors availability enforces Goal 6 of the Community Vision outlined in the 2040 Norcross Comprehensive Plan: Further the City's Tradition of strong Leadership and High Level of Quality services.

Next Steps

On-call contractors to be contacted as needed.

Attachments

- A1) On-Call Contractor Proposals (3)
- A2) On-Call Contractor Services Agreements (3)

Update

N/A



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 #:	23-6822	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	PWUP Surplus Vehicles		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - PWUP Surplus Vehicles](#)

Title

PWUP Surplus Vehicles

Drafter

Matthew Zaki

Motion

A motion to Approve/Deny the sale of five (5) PWUP vehicles as surplus due to the high costs of maintenance and the high mileage on these vehicles.



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: Matthew Zaki, Public Works, Utilities and Parks Director

Meeting Date: October 2, 2023 – Mayor & Council

Item No.: 23- 6822

Title: PWUP Surplus Vehicles

CC: Eric Johnson, City Manager

Recommendation

The Public Works, Utilities and Parks Department is seeking approval to surplus and sell multiple vehicles

Background

The Public Works division in the PWUP Department currently has 5 vehicles that are no longer in service. Due to the lack of need, the high costs of maintenance and the high mileage on these vehicles, PWUP no longer needs these vehicles.

The vehicles are

- 1) 2 – Code enforcement trucks (2007 & 2008) F150 Fords
- 2) 1993 F700 Ford Dump truck. (PW12)
- 3) New holland Skid Steer.
- 4) 2012 Ford F150 Pickup truck (PW15)

Financial Impact

None

Consistent with Comprehensive Plan?

Proceeding forward with this agreement enforces Goal 2 of the Community Vision outlined in the 2040 Norcross Comprehensive Plan: Continue to strength Norcross as a livable, inclusive, and safe Environment as well as Goal 6 to promote high level of quality service.

Next Steps

Upon approval from the Mayor and City Council, City staff will proceed to post the surplus vehicles on govdeals.com

Attachments

N/A

Update

N/A



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 #:	23-6837	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	Cochran Road - Valley Drive Contract Award		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Cochran Road - Valley Drive Contract Award](#)
2. [A1 - Contractor Agreement](#)
3. [A2 - Bid Tabulation Sheet](#)
4. [A3 - CGS Bid Proposal](#)

Title

Cochran Road - Valley Drive Contract Award

Drafter

Matthew Zaki

Motion

A motion to Approve/Deny the award of a contract agreement with CGS to proceed with the construction of the Cochran Road - Valley Drive Pedestrian connection as well as a budget amendment in the amount of \$6,000, funded from the Transportation portion of the 2017 SPLOST proceeds, to cover the additional engineering costs associated with the design 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: Matthew Zaki, Public Works, Utilities and Parks Director

Meeting Date: October 2, 2023 – Mayor & Council

Item No.: 23- 6837

Title: Cochran Road- Valley Drive Contract award

CC: Eric Johnson, City Manager

Recommendation

The Public Works, Utilities and Parks Department is seeking approval of the contract agreement with CGS to proceed with the construction of the Cochran Road – Valley Drive Pedestrian connection as well as a budget amendment in the amount of \$6,000 funded from the Transportation Portion of the 2017 SPLOST (GL 350-5.4220.541433) to cover the additional engineering costs associated with the design services.

Background

Proposals were received for the Invitation to Bid for the construction of the Cochran Road – Valley Drive Pedestrian Connection. CGS was the most responsible and responsive bidder.

All work will be conducted according to industry standards and according to the construction plans provided by the city's on-call consultant Keck- Wood

Financial Impact

The proposal received by CGS, LLC was \$44,329.21. This project was approved under the capital outlay for FY 23 for \$49,000. A budget amendment of \$6,000.00 is also requested for the additional engineering costs associated with the design services of the bridge connection.

Consistent with Comprehensive Plan?

The approval of the contract with CGS, LLC is consistent with the comprehensive plan, proceeding forward with this contract continues to define Norcross' sense of place by providing increased opportunities for travel via different modes within and outside the Community. This also continues to strengthen the city as a livable, inclusive, and safe environment.

Next Steps

Upon approval and signatures, CGS, LLC will move forward with the construction maintenance per construction specifications and details outlined in the ITB and in the Project Manual completed by the city's on-call consultant Keck – Wood inc.

Attachments

- 1) A1 - Contractor Agreement
- 2) A2 - Bid tabulation Sheet
- 3) A3 – CGS Bid proposal

Contractor Agreement

AGREEMENT BETWEEN CGS, LLC.

AND THE CITY OF NORCROSS

PROJECT: ITB 23-14

COCHRAN DRIVE – VALLEY ROAD PEDESTRIAN CONNECTION

Project Description

Cochran Drive – Valley Road Pedestrian Connection: *The contractor shall furnish all materials, equipment, and labor to complete the required construction as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City of Norcross Director of Public Works, Utilities & Parks, or his representative. Unless otherwise specified all work shall be completed in accordance with Federal, State and City standards and Specifications. The project includes the following work:*

The Project consists of approximately 90 linear feet of trail construction. The trail will consist of concrete, boardwalk, crushed slate, header curb, split rail fence, landscaping, and tree protection. All quantities, specifications and details are to be in accordance with the project manual included in the Bid documents by Keck & Wood, Inc.

This AGREEMENT is made this _____ day of _____ in the year two thousand twenty-three (2023) between **The City of Norcross**, hereinafter the “owner”, and CGS, LLC., (hereinafter the “Contractor”) for the following Project.

The contractor and owner for the consideration named herein agree as follows:

A. SCOPE OF WORK:

CGS, LLC. shall be expected to meet with Public Works staff prior to the start of construction. This meeting shall serve as an opportunity for both parties to review the specifications and visit the project site.

Project to be completed in accordance with ITB 24-03; the project should begin within ten (10) working days after notification of contract award.

Other Provisions

All work shall be completed in a workmanship-like manner and in compliance with all building codes and other applicable laws.

To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

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

All change orders shall be in writing and must be signed by the owner and contractor.

Contractor warrants it is adequately insured for injury to its employees and other incurring loss or injury as a result of the acts of the contractor or its employees and subcontractors. Contractor shall supply current declaration pages for such insurances at the execution of this agreement.

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

Contractor agrees to remove all debris and leave the premises in broom clean condition. The City is contracted with Waste Management; thus, the contractor must use their services for waste removal.

In the event owner shall fail to pay any periodic or installment payment due hereunder, contractor may cease work without breach pending payment or resolution of any dispute.

Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or general unavailability of materials. Notwithstanding anything set forth herein to the contrary, Contractor shall be liable to and pay to owner liquidated damages in the amount of \$500.00 per day for every day after the completion date the project is not completed. Owner shall have the non-exclusive option of deducting the liquidated damages from the contract price through reduction in the installments and or retainage.

The Contractor shall provide to the Capital Project Manager **Christabel.ghansah@norcrossga.net** the schedule of construction activities. The schedule must be presented at least seven (7) days prior to work commencing to notify residents and/or businesses.

Contractor warrants all work for a period of twelve (12) months following completion.

The contractor further represents and warrants as follows:

1. Contractor at all times shall inspect and keep the workplace safe for contractor's agents, employees and subcontractors and any licensee or invitee and any other third party who might otherwise come onto the workplace. The workplace shall be defined as that portion of the project

which is, from time to time, under the control of Contractor for the purpose of performance of Contractor's work according to the agreement.

2. Contractor agrees to indemnify and hold owners harmless from any and all claims, actions, damages or litigation arising out of contractor's failure to perform under the terms and conditions within the agreement, including the payment of owner's attorney's fees. This indemnification further provides that contractor will be responsible for any cost associated with the completion of the project should such costs of completions (which includes all labor and materials) exceed the initial fee proposal and contract price.

A. ATTACHMENTS:

1. Attachment "A" City of Norcross Request for Proposal and bid specifications – Project Description
2. Attachment "B" Contractors Information
3. Attachment "C" E-Verify Contractor Affidavit
4. Attachment "D" SAVE Affidavit
5. Attachment "E" Performance & Payment Bond

B. FEE PROPOSAL:

1. The owner shall pay the contractor for the material and labor to be performed under the contract, the sum of **two hundred seventy-five thousand dollars (\$275,000)**, subject to change-order additions and deductions.
2. Payment Applications will be submitted by the 10th of each month. Payment will be made by the tenth of the following month.
3. Retainage will be held by the owner equal to 10 percent of each pay application, up to 50% of the contract amount. Retainage shall be paid in full upon completion of the work.

C. SCHEDULE:

1. CGS, LLC. is prepared to begin work upon receipt of a signed contract.

D. PROJECT INSPECTIONS:

1. The resurfacing projects listed under the project description on page 1 shall be inspected by the Norcross Department of Public Works or its contract engineering staff. These inspections shall be in addition to required inspection by the Department of Community Development.

E. TERMS AND CONDITIONS:

1. This Agreement shall be administered in accordance with the Terms and Conditions listed in Attachments. This Contract together with the exhibit identified herein, shall constitute the entire agreement between the City of Norcross and CGS, LLC. in respect to the project and may only be modified in writing signed by both parties. Receipt of the signed agreement will serve as a notice to proceed.
2. This Agreement entered into as of the day and year first written above.

F. INSURANCE REQUIREMENTS

The contractor shall maintain the following insurance: (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per occurrence, and property damage with limits of no less than \$500,000.00 per occurrence; (b) statutory worker's compensation insurance, including employer's liability insurance; and (c) employee dishonesty and/or crimes coverage with respect to personnel of the contractor having access to City buildings, with limits of no less than \$50,000.00 per occurrence. All insurance shall be provided by an insurer(s) acceptable to the City and shall provide for thirty (30) days prior notice of cancellation to the City. Upon request, the contractor shall deliver to the city a certificate or policy of insurance evidencing the contractor's compliance with this policy. The contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage; (c) employee dishonesty and/or crimes coverage with respect to personnel of the contractor having access to City buildings, with limits of no less than \$50,000.00 per occurrence.

Certificate Holder should read:

City of Norcross, its Elected Officials and
Employees, 65 Lawrenceville Street
Norcross, GA 30071

CGS, LLC.

CITY OF NORCROSS

(Signature)

Craig Newton, Mayor
(Signature)

(Printed name and title)

Craig Newton, Mayor
(Printed name and title)

Attest:

Monique Lang, City Clerk

(DATE)

(DATE)

(SEAL)

(SEAL)

Attachment: A1 - Contractor Agreement (23-6837 : Cochran Road - Valley Drive Contract Award)


Department of Public Works, Utilities & Parks

345 Lively Avenue, Norcross GA 30071

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

www.norcrossga.net
Bid Tabulation
Cochran Drive Valley Road Pedestrian Connection, PWUP 23-14

 Friday, September 1st @ 2:00 PM

Location: 345 Lively Avenue, Norcross, GA 30071

Company Name	Bid Amount	All Requested Documents Submitted
CGS	\$44,329.21	
Exceller Construction, LLC	\$68,800.00	

Attachment: A2 - Bid Tabulation Sheet (23-6837 : Cochran Road - Valley Drive Contract Award)



Department of Public Works, Utilities & Parks
345 Lively Avenue, Norcross GA 30071
Office: 678-421-2069 Fax: 770-255-2335
www.norcrossga.net

L.15.c

Bid opening Meeting.
Cochran Drive Valley Road Pedestrian Connection, PWUP 23-14
Friday, September 1st @ 2:00 PM
Location: 345 Lively Avenue, Norcross, GA 30071

Name	Company Name & Address	Contact Number	Email Address
Semha Alamin	Excellere Construction, LLC 4343 Shallowford Rd. Ste 161	470-807-1272 770-676-5727	semhaa@excellere-ga.com luigih@excellere-ga.com
Joaquin Contreras	CGS	678-755-8892	joaquin@cgcontractors.co

Attachment: A2 - Bid Tabulation Sheet (23-6837 : Cochran Road - Valley Drive Contract Award)

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF NORCROSS PUBLIC WORKS, UTILITIES, AND PARKS DEPARTMENT
345 LIVELY AVENUE
NORCROSS, GA 30071

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
N/A	

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings

identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	GRADING COMPLETE	LS	1	4,500	4,500
2	CONC. SIDEWALK, 4 IN	SY	40	250	10,000
3	CONC. HEADER CURB, 10 IN, TP 4	LF	60	55	3,300
4	ADA DETECTABLE WARNING SURFACE	EA	1	2,750	2,750
5	BOARDWALK W/ HANDRAIL & SLIP PROTECTION	LF	20	350	7,000
6	CRUSHED SLATE	CY	1	3,224.21	3,224.21
7	LANDSCAPE EDGING	LF	40	15	600
8	MULCH	SF	140	15	2,100
9	SOD	SF	170	6	1,020
10	SIGNS	EA	2	500	1,000
11	SPLIT-RAIL FENCE	LF	60	35	2,100
12	AIR SPADE TREE TREATMENT	EA	1	2,500	2,500
13	ORANGE BARRIER FENCE	LF	55	10	550
14	LIRIOPE MUSCARI 'BIG BLUE' – 1 GAL	EA	67	55	3,685
Total of All Unit Price Bid Items					\$ 44,329.21

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

COCHRAN DR. VALLEY RD PEDESTRIAN CONNECTION – NORCROSS, GA - 210206 08/02/23

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No. or GDOT Prequalification No.: Lic#GCQA003051 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; and
- H. Affidavits of Non-Collusion and O.C.G.A. 13-10-91(b)(1) federal work authorization program.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTALBIDDER: *[Indicate correct name of bidding entity]*

CGS

By:

*[Signature]**[Printed name]*

Joaquin Contreras

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

*[Signature]**[Printed name]*

Valeria Alvarez

Title:

Office Manager

Submittal Date:

8/30/2023

Address for giving notices:

6040 Dawson Blvd Suite K Norcross GA 30093

COCHRAN DR. VALLEY RD PEDESTRIAN CONNECTION – NORCROSS, GA - 210206 08/02/23

Telephone Number: 404-234-0248

Fax Number:

Contact Name and e-mail address: Joaquin Contreras

info@cgscontractors.com

Bidder's License No. or
Prequalification No.:

Lic#GCQA003051

(where applicable)

Attachment: A3 - CGS Bid Proposal (23-6837 : Cochran Road - Valley Drive Contract Award)

COCHRAN DR. VALLEY RD PEDESTRIAN CONNECTION – NORCROSS, GA - 210206 08/02/23

COMPETITIVE BID AFFIDAVIT

STATE OF GEORGIA

Joaquin Contreras, being first duly sworn, deposes and says that:

1. He/She is the Sole Owner of
(Owner, Partner, Officer, Representative or Agent)

CGS the Bidder

that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
3. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatever; nor prevented or endeavored to prevent anyone from making a bid or proposal therefor by any means whatever; nor cause or induce another to withdraw a bid or proposal for the work.

By: Joaquin ContrerasIts: Owner / CEO

(Title)

Subscribed and sworn to before me this 30 day of August, 2023.

Alexandra Serna

Notary Public

My Commission expires: 02-09-2026

Attachment: A3 - CGS Bid Proposal (23-6837 : Cochran Road - Valley Drive Contract Award)

COCHRAN DR. VALLEY RD PEDESTRIAN CONNECTION – NORCROSS, GA - 210206 08/02/23

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of City of Norcross (*name of public employer*) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1414547

Federal Work Authorization User Identification Number

5-21-2019

Date of Authorization

CGS LLC

Name of Contractor

Cochrab Dr Valley Rd Pedestrian Connection

Name of Project

City of Norcross

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct and that this affidavit was executed in Duluth, Georgia this 30 day of August, 2023.

Signature of Authorized Officer or Agent

Joaquin Contreras - Owner / CEO

Printed Name / Title of Authorized Officer or Agent

SWORN TO AND SUBSCRIBED before me
this 30 day of August, 2023.

Alexandra Serna

Notary Public

My Commission Expires: 02-09-2026

Attachment: A3 - CGS Bid Proposal (23-6837 : Cochran Road - Valley Drive Contract Award)

COCHRAN DR. VALLEY RD PEDESTRIAN CONNECTION – NORCROSS, GA - 210206 08/02/23

**Systematic Alien Verification for Entitlements (SAVE) Program
O.C.G.A. § 50-36-1(e)(2) Affidavit**

By executing this affidavit under oath, as an applicant for a supplier of goods/services, as referenced in O.C.G.A. § 50-36-1, from City of Norcross (*name of government entity*), the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1. ☒ I am a United States citizen.
2. ☐ I am a legal permanent resident of the United States.
3. ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: Passport

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Norcross (*city*), Georgia (*state*).

Signature of Applicant

Joaquin Contreras - Owner

Printed Name/Title of Applicant

SWORN TO AND SUBSCRIBED before me
this 30 day of August, 2023

Alexandra Serna
Notary Public 02-09-2024

My Commission Expires:



NONCOLLUSION AFFIDAVIT OF PRIME BIDDERState of Georgia) ss.County of Gwinnett)Joaquin Contreras, being first duly sworn, deposes and says that:

A.

(1) He is Owner of CGS, the
 Title Contractors Name
 Bidder that has submitted the attached Bid;

(2) He is fully informed repeating the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ or any persons interested in the proposed Contract; and
 (Legal Public Agency)

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

1.02

(Signed)

Owner / CEO

Title

Subscribed and sworn to before me
 this 30 day of August, 2023Alexandra Serna

Title

My commission expires: 02-09-2026

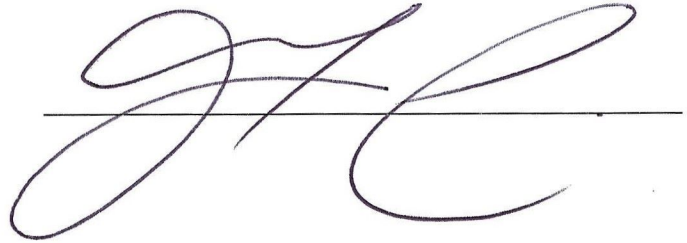
COCHRAN DR. VALLEY RD PEDESTRIAN CONNECTION – NORCROSS, GA - 210206 08/02/23

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Joaquin Contreras, the duly authorized and acting legal representative of CGS, do hereby certify as follows:

I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Date: 8/30/2023



Attachment: A3 - CGS Bid Proposal (23-6837 : Cochran Road - Valley Drive Contract Award)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

CGS, LLC
6040 Dawson Blvd, Suite K
Norcross, GA 30093

OWNER:

(Name, legal status and address)

City of Norcross, GA
345 Lively Avenue
Norcross, GA 30071

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company
800 Gessner, Suite 600
Houston, TX 77024
Mailing Address for Notices
800 Gessner Road, Suite 600
Houston, TX 77024

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

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

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

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

Cochran Drive Valley Road Pedestrian Connection

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

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

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

Signed and sealed this 30th day of August, 2023.

(Witness)

(Witness) Linda Roberts

CGS, LLC

(Principal)

(Seal)

By:

(Title)

Great Midwest Insurance Company

(Surety)

(Seal)

By:

(Title) Edward Mooney, Attorney-in-Fact



POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Sarah Hancock, Edward Mooney, Annette Wisong, Joseph R. Williams, Angela D. Ramsey, Rebecca E. Howard, Tiffany Soto, Linda Adams Roberts

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and Corporate Seal to be affixed this 11th day of February, 2021.



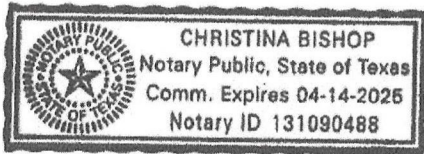
GREAT MIDWEST INSURANCE COMPANY

BY

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument, that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 30th Day of August, 2023.



BY

Leslie K. Shaunty
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

#PWUP 23-14 COCHRAN DRIVE
VALLEY ROAD PEDESTRIAN
CONNECTION



6040 Dawson Blvd Suite K, Norcross, GA 30093

Email: Info@cgscontractors.com

Phone: 404-234-0248

Web: www.cgscontractors.com

Primary Contact: Joaquin Contreras - 678-755-8892 - Joaquin@cgscontractors.com





CGS
 6040 Dawson Blvd. Suite K
 Norcross GA 30093
 404-234-0248
www.cgscontractors.com
www.cgswaterproofing.com

Cover Letter & Statement of Interest

Dear Members of the selection committee,

I write to you in response to the **BID #PWUP 23-14 COCHRAN DRIVE VALLEY ROAD PEDESTRIAN CONNECTION**. We are thrilled to express our interest in being your contractor of choice for this project. As a minority-certified company and recipient of the prestigious 'Contractor of the Year' award, CGS brings the expertise and experience necessary to ensure the successful and efficient completion of this endeavor. We understand the unique requirements of city of Norcross and are committed to delivering outstanding results that meet your expectations. With CGS as your contractor, you can have confidence in our ability to bring the project to fruition in a manner that exceeds your goals and objectives.

The Team -- With more than 10 years in the market, CGS has a team of over 60 construction professionals, engineers, architects, designers and equipment operators. In every project, CGS has readily available Certified Waterproofing Specialists (CWS), Certified Structural Repair Specialists (CSRS), Master Contractor by GAF, Elite Contractor by IKO, Certified Installer by CHANCE HELICALS, Certified Installer by TREMCO, Certified Applicator by POLYGLASS, Erosion Control Specialist GSWCC, on call Structural Engineer with ENGQUEST.

Our Promise -- CGS delivers top-notch services at affordable prices. Our focus is on providing quality materials, efficient time management, sustainable practices, and minimizing disruption to operating facilities. Through extensive training and experience, we have perfected our approach to achieve excellence. Our goal is to minimize change orders and ensure on-time delivery by considering every possible scenario. No matter how unexpected, we are prepared to handle any situation. We stay within budget, meet recommended timelines, and take pride in the success of your project. Our track record of successful jobs in municipalities and educational facilities speaks to the quality of our workmanship.

Awards/Acknowledgments - CGS has been honored as the Contractor of the Year by the Georgia Hispanic Construction Association, a testament to our commitment to excellence. We continuously strive to be the top choice for our clients. Our dedication to providing exceptional service is reflected in our consistently high ratings across various platforms, including HomeAdvisor, Yelp, Google, Angie's List, Thumbtack, and more. Additionally, we maintain an A+ rating from the Better Business Bureau, further solidifying our reputation for reliability and customer satisfaction.

In conclusion, CGS is excited to have the opportunity to participate in the bidding process for this project. We are confident that our experience, reliability, and commitment to excellence make us a suitable choice for this project. We look forward to the chance to discuss our proposal in more detail and demonstrate how CGS can contribute to the successful completion of this project.

Thank you for considering CGS, a family-owned business, as a potential contractor. We eagerly await the opportunity to discuss the project further.

Respectfully,

Joaquin Contreras,
 CEO & Founder of CGS LLC

Business Information

CGS is a minority certified family owned construction company with over ten years of experience. For the past ten years, we have been the "go to" contractors for the private sector, governmental agencies and individuals across Georgia. We have multiple crews available to complete everything from little repairs to a complete building remodel. While our foreman have many years of experience, we always make sure they have a project manager assign to every worksite to oversee the project. Our project manager will work alongside our foremen to complete all given projects in an efficient and exceeding manner. CGS provides more than just cutting-edge service. We deliver quality materials, efficient time management, sustainable practices, fair pricing, and an unbeatable experience.

Point of Contact: Joaquin Contreras
Contractor of the Year
12 Years of Construction Experience
10 Years with CGS

Certifications: Certified Installer by CHANCE
 HELICALS, Erosion Control Specialist
 GSWCC, on call Structural Engineer with
 ENGQUEST. Certified Waterproofing
 Specialists (CWS), Certified Structural Repair
 Specialists (CSRS), Master Contractor by
 GAF, IKO, Certified Installer TREMCO
 Commercial Sealant and Waterproofing,
 Certified Applicator by POLYGLASS, Master
 Applicator by CertainTeed

E-mail: Info@cgscontractors.com

Telephone: 404-234-0248

Address: 6040 Dawson Blvd Suite K
 Norcross, GA 30093

Number of years in business: 10

Contractor License Number: GCQA003051

Utility Contractor: UC301817

E-verify: 1414547

GDOT Number: 2992970

D-U-N-S® Number: 106601835

State: Georgia

Ownership: Domestic Limited Liability
 Company

Certified No. 15015533

STATE OF GEORGIA
 Secretary of State
 Corporations Division
 313 West Tower
 #2 Martin Luther King, Jr. Dr.
 Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, Brian P. Kemp, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

CGS LLC
 a Domestic Limited Liability Company

is hereby issued a CERTIFICATE OF ORGANIZATION under the laws of the State of Georgia on January 30, 2015 by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on February 13, 2015



B. P. Kemp
 Brian P. Kemp
 Secretary of State

Business Information

Only valid as to, location and information conforms to Gwinnett County Ordinance

Gwinnett County Licensing and Revenue
446 W. Crogan Street, Suite 300, Lawrenceville, GA 30046

DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued: March 8, 2023 **Certificate Number:** 2023190190
Expires: March 31, 2024 **Fee:** \$646.00
Business Name: CGS LLC
Description: All Other Specialty Trade Contractors

Business Location: 6040 DAWSON BLVD STE F NORCROSS GA 30093-1258
MAIL TO: CGS LLC 6040 DAWSON BLVD K NORCROSS GA 30093-1249

2023
Not Transferrable

ACORD **CERTIFICATE OF LIABILITY INSURANCE** **DATE (MM/DD/YYYY)** 05/15/2023

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

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

PRODUCER Victoria Insurance Agency 3940 Peachtree Industrial Blvd Suite A Duluth GA 30096		CONTACT NAME: DAHIANA PEREZ PHONE (A/C, M, EXT): (770) 622-3966 FAX (A/C, No): (770) 622-3968 E-MAIL ADDRESS: info@victorialns.net															
INSURED CGS WATERPROOFING LLC 6040 DAWSON BLVD STE K NORCROSS GA 30093		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Crum & Foster Specialty Ins Co</td> <td>31348</td> </tr> <tr> <td>INSURER B: PROGRESSIVE</td> <td>27804</td> </tr> <tr> <td>INSURER C: Crum & Foster Specialty Ins Co</td> <td>31348</td> </tr> <tr> <td>INSURER D: APPALACHIAN</td> <td>101316</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Crum & Foster Specialty Ins Co	31348	INSURER B: PROGRESSIVE	27804	INSURER C: Crum & Foster Specialty Ins Co	31348	INSURER D: APPALACHIAN	101316	INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		BAK-63551-1	06/11/2023	06/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E&A occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY		949153745	05/14/2023	05/14/2024	COMBINED SINGLE LIMIT (E&A accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ OCCUR ☐ RETENTION \$ ☐ DED		IMS6788123	07/12/2022	07/12/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	1AUGA160140365100	11/15/2022	11/15/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER **CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Victoria Insurance

Project Team and Personnel Capabilities

Joaquin Contreras

6040 Dawson Blvd Suite K
Norcross, GA 30093

678-755-8892

Joaquin@cgscontractors.com

EXPERIENCE

CGS LLC , Georgia (Norcross) — Owner

2015- Present

CGS LLC is a general contracting company. Our main priority is ensuring we offer the best prices and quality work for our customers. In my career, spanning over 10 years, I have amassed extensive experience working on a wide range of residential and commercial projects. From the foundations to the rooftops, my expertise encompasses various facets of the construction industry, including concrete, masonry, roofing, and a diverse array of other jobs.

EDUCATION

Georgia State University, Georgia (Atlanta) 2013— Bachelors in Business Administration

PROJECTS

Decatur Legacy Park ADA Renovations for Williams and Gillespie Cottages - 5/2022

CGS LLC played a pivotal role in the construction projects at Decatur Legacy Park. They successfully completed a diverse range of tasks, including the Stone Dairy Barn Pavilion Build-Out, restroom renovations at the Gillespie and Williams Cottages, and the installation of wheelchair ramps for enhanced accessibility. Throughout these projects, CGS showcased their expertise in concrete work, carpentry, plumbing, flooring, and painting. Their commitment to quality craftsmanship and adherence to project timelines ensured successful project completion.

General Contractor Services for Decatur School System- 2022 - Present

CGS is the go to contractor for any project size for the Decatur school system. We have replaced entire roofs, renovated bathrooms, built retaining walls, allocated new and updated fire rated doors etc. no project is too big or small for CGS.

CERTIFICATIONS

GAF master- Mastered Commercial Contractor (2021)

Polyglass- Polyglass Certification (2022)

Tamko- Pro certified Contractor (2022)

SKILLS

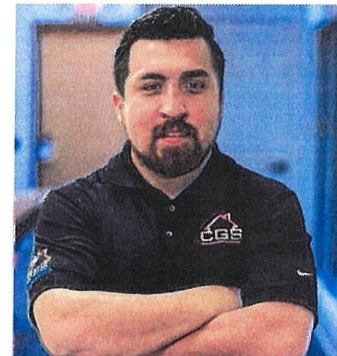
- Entrepreneurship
- Leadership
- Communication
- Creativity
- Problem solving
- Project management
- Team work
- Critical Thinking

AWARDS

- CGS - Contractor of the Year 2021 (GHCA)
- GSC Minority Affairs Academic award - (2008)
- Latino Student Services and outreach program (2013)
- Minority Supplier Development Council

LANGUAGES

- English
- Spanish



Project Team and Personnel Capabilities

Humberto Contreras

6040 Dawson Boulevard suite K
Norcross GA 30093
Humberto@cgscontractors.com

EXPERIENCE

Banco de Crédito del Perú (Lima)- System Engineer

Typical tasks included creating system designs, defining system requirements, developing testing and validation plans, overseeing system integration, and troubleshooting issues that arise during development or deployment.

CGS LLC, Georgia (Norcross)— Owner/ Lead Project Manager

2015 - PRESENT

I have been in the construction industry for over two decades. I have vast knowledge and experience on exterior work such as concrete, masonry, and roofing. My proficiency extends to various aspects of concrete and masonry, including foundations, walls, floors, driveways, sidewalks, and more. I have a comprehensive understanding of different concrete mixes and their applications, along with the necessary tools and techniques required for each specific project. From pouring and leveling concrete to setting bricks and blocks, I take pride in creating solid and durable structures. When it comes to the field, I am one of our most crucial directors here at CGS. As the lead project manager director, I oversee the project superintendents at each job site. I make the final decision in implementation and coordinates our projects

PROJECTS

Talley Field House Renovations 2023- Present

The renovations included the demolition of existing structures, sidewalks, and curbs. We were tasked to re-do all of the structures, sidewalks and curbs to enhance the aesthetic and quality of the new field house. We also implemented extensive erosion control measures to ensure our work and aesthetic is preserved for years to come.

EDUCATION

University of Lima , Peru —bachelor's degree in Industrial Engineering

Program of study that focuses on the design, optimization, and management of complex systems, processes, and organizations. Industrial engineers apply scientific, mathematical, and engineering principles to improve efficiency, productivity, and profitability in a wide range of industries, including manufacturing, healthcare, transportation, logistics, and service.

SKILLS

- Entrepreneurship
- Leadership
- Creativity
- Problem Solving
- System Development

AWARDS

CGS Waterproofing Contractor
of the year (GHCA 2021)

LANGUAGES

- Spanish
- English



Project Team and Personnel Capabilities

Carlos Andres Villa Rodriguez - Project Superintendent

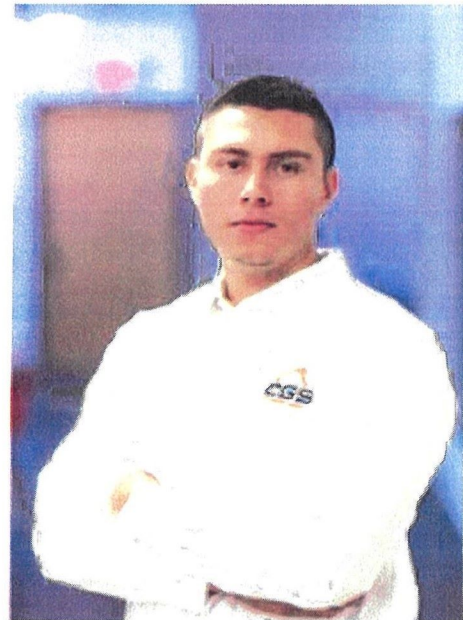
Bachelors in International Business

University of Medellin

•Qualifications:

Andres possesses extensive hands-on experience in the construction industry, with a dedicated focus on project management for concrete-related projects, masonry, and retaining walls. Over the course of five years, he has developed a strong skill set and deep understanding of the intricacies involved in these specialized areas. With a meticulous approach and unwavering commitment to quality, Andres consistently delivers exceptional results that exceed client expectations. His expertise and attention to detail make him a trusted professional in the construction field, well-equipped to tackle projects of various complexities with precision and excellence.

Andres boasts an impressive portfolio of project experience encompassing both private and public sector endeavors. His notable achievements include:



Watermark Restoration (12/2020 - 1/2023): In this ambitious undertaking, Andres assumed a leadership role, spearheading the complete reconstruction of a sprawling retaining wall spanning an impressive length of 80 feet and towering to a height of 8 feet. His keen eye for detail and meticulous planning ensured the successful execution of this challenging project.

Decatur Legacy Park ADA Renovation: Andres played a pivotal role in the removal and replacement of a substantial 4,500 square foot concrete slab, infusing his expertise to enhance accessibility and functionality in this crucial public space. His astute project management skills and hands-on approach were instrumental in achieving outstanding results.

Westchester Elementary: Additionally, Andres's expertise extended to the creation of an imposing retaining wall, standing proudly at a height of 6 feet and stretching across an impressive span of 50 feet. His meticulous craftsmanship and unwavering dedication to quality were evident in every aspect of this project, contributing to its resounding success.

These notable project experiences reflect Andres's versatility, adaptability, and unwavering commitment to delivering exceptional outcomes in the realm of concrete and construction. His contributions to these endeavors demonstrate his ability to tackle diverse challenges with finesse, elevating the standards of craftsmanship and leaving a lasting impact on the projects he undertakes.

Project Team and Personnel Capabilities

Valeria Contreras - Project Coordinator / Office Manager

Bachelors in Computer Information Systems

Georgia State University

- Valeria is a highly organized and detail-oriented Construction Project Coordinator with a strong background in project coordination and optimization of workflows. Possesses extensive experience in managing construction projects, focusing on concrete and exterior work, and considering factors such as weather conditions, crew management, and material shipments.

- Demonstrates a commitment to ensuring projects are executed efficiently, on time, and within budget, while maintaining high standards of quality and safety.

- Once Valeria thoroughly reviews the assigned job scope, and understands its requirements and timelines she researches local weather patterns, considers key elements, determines optimal conditions, and develops contingency plans if needed. Once that is completed she assesses logistics, timing, and coordinates with purchasing and logistics team to ensure smooth material shipments aligned with the project schedule. Finally she collaborates with human resources, matches worker availability with project needs, and communicates schedules effectively.



Natalie Serna- Purchasing Director

Bachelors in Business Administration

University of West Georgia

-Natalie Serna holds the critical role of Purchasing Manager for all construction jobs, overseeing the procurement of residential and commercial-grade materials such as wood, machine rentals, masonry and concrete. In this pivotal position, Natalie ensures the smooth and efficient acquisition of the necessary resources to support construction projects.

-Natalie's role is crucial in maintaining efficient inventory management, preventing delays in construction projects due to material shortages or delays. She monitors inventory levels, tracks deliveries, and coordinates with project managers to anticipate material needs, facilitating seamless operations and avoiding disruptions in the construction timeline.



Section II: Project Team and Personnel Capabilities



Rene Noussimie - Touko- General Contractor – Lic # GCQA003051

With more than a decades of General Contracting experience. Rene has contributed a lot in CGS's success. He oversees building projects from initiation to completion. He has an innate ability to lead diverse teams. He is hands-on and works on the project to ensure that it is completed per specifications.

Alexandra Serna - Accountant/Bookkeeper : Alexandra is our bookkeeper and expeditor. She has proficient knowledge on Quickbook, Microsoft Office and Buildertrend. She has been working with CGS for half a decade to help CGS with its administrative needs.

Diego Contreras- OSHA certified inspector: Diego Contreras is the OSHA certified project manager. He has worked with CGS since it first opened and has made it his mission to ensure all projects are completed efficiently and safely. His role is to make sure that all workers are safe when they complete any projects. She has done a diligent job since our workers have not suffered any work-related injuries.

Fiorella Dimeceli- Architect : Fiorella is a Kennesaw State University graduate with a bachelor in Architecture. She has close to a decade in experience and will be contacted when any architectural services are needed.

Section II: Project Team and Personnel Capabilities

Organization's Chart



Reference Projects

Westchester Elementary Creek Retaining Wall Build Out

\$180,000.00

Sergio Perez - sperez@csdecatur.net - 404-683-3919

One notable project that CGS undertook involved the reconstruction of a collapsed retaining wall. The task at hand was to rebuild the wall using shotcrete, a specialized construction technique that involves spraying concrete onto a structure using high-pressure equipment. Throughout the project, CGS demonstrated exceptional expertise and efficiency, showcasing their ability to handle the job with utmost professionalism and deliver outstanding results.

City of Decatur

Decatur Legacy Park stone Dairy Barn Pavilion Build-Out (July 2022)

\$138,000

Felix Floyd- felix.floyd@decaturga.com - 404-377-5571

Not to get confused with City Schools of Decatur, City of Decatur is its own entity. We are the go-to contracting company for the City of Decatur. Multiple facilities have already been repaired and renovated by our team. Different facilities mean different types of projects in most of them, yet we are able to complete in a timely manner for the city. In this particular project, CGS completed Interior structural improvements, exterior cosmetics, and electrical work. What used to be an abandoned structure got renovated into a beautiful event space where many can enjoy and make memories.

City of Dunwoody

ITB 23-01 Winters Chapel Path Landscaping Improvements Project (Feb 2023)

126,000.00

Todd Meadows todd.meadows@dunwoodyga.gov - 678-382-6855

CGS successfully completed the assigned tasks:

Refreshed pinestraw: The team placed 100 bales of pinestraw along Mayfair Subdivision frontage, under mature pine trees, and within planter beds. An additional 20 bales were spread in the backyard of Parcel #16 (5236 Marston Road), and 30 bales in the backyard of Parcel #14 (5230 Marston Road). **Tree and shrub planting:** CGS planted 9 green giant arborvitae at Parcel #14 and 4 "Blush Pink" Nandina shrubs at Parcel #16, coordinating with homeowners. Moreover, 100 bales of pinestraw were distributed in planter beds at Beth Shalom Congregation (Parcel #3, 5303 Winters Chapel Road). We ensured a 1-year warranty for all plantings and carried out a 1-year warranty walk, demonstrating our commitment to the health and longevity of the landscape.

CGS Suppliers

We believe that part of the equation to having quality work is having the right material. Having experienced technicians cannot make up for low quality material. That is why we have made close relationships to many suppliers that we know also value quality. Below are the suppliers that will be closely working with us if we are awarded this project.

Home Depot (Pro)

CGS has partnered with Home Depot to bring our clients the most reliable products at a fair price. We work closely with a pro representative around the clock to ensure best pricing and product availability. This partnership allows us to pass the savings along to our clients which is a win win to all parties. Our Home Depot representatives are reliable and attentive just like the project managers at CGS.

Thomas Concrete

CGS has a great relationship with thomas concrete supplier. We have a credit account which ensures we received the best rates on the market price. CGS has used thomas concrete for over 3 years with very little hiccups along the road. We are confident in the quality of concrete they provide.

Atlanta Landscape

CGS has an outstanding relationship with atlanta landscape company. they are our go-to suppliers for any project landscape related. From grass to mulch atlanta landscape company has been fair priced and quick with delivering material.

Management Plan

CGS shall reasonably ensure that the Services and Work are performed that the Projects are constructed in a manner that meets the requirements of all applicable Laws relating to the design, construction, occupation, and operation of the Project, including, but not limited to, building codes, fire and safety regulations, and environmental regulations. Such Applicable Laws shall be deemed minimum standards for the Project.

CGS shall maintain a log of daily reports ("Daily Log") which shall identify daily weather conditions and any impact on the Work caused thereby, personnel on-site, all Subcontractors working each day and the number of employees of each on the project, the Work accomplished each day, any equipment failures or breakdowns, any procurement or delivery problems, any job site accidents or injuries, any safety or environmental violations, warnings or citations, and any other events, circumstances, or occurrences impacting the progress or cost of the Project. Statement of work includes, but is not limited to:

- Site analysis and Mobilization Plan for each job site
- Management and execution of a Safety Plan
- CGS Work site Rules (following page)
- Prepare project schedule and monthly updates
- Provide necessary Insurance COI's
- Provide 100% Performance and Payment Bonds before Construction if required
- Suggest value engineering alternatives and incorporate same into the plan once approved
- Management and execution of all required permits
- Management and execution of all Construction Phase activities
- Management and implementation of the Post Construction Phase
- Execute fully the requirements and intent of the RFP

Our services include:

- Retaining Walls
- Stone and granite
- Masonry
- MEP's
- Gutters
- Mold Remediation
- Asbestos Removal
- Renovations
- Asphalt and Concrete
- Flooring
- Acoustical ceiling
- Waterproofing
- Structural Repairs
- Utility lines

Work Site Rule

CGS makes sure the client always first, by following job site rules

- All trades shall have a designated foreman or supervisor on the job site while they are working. The foreman or supervisor shall sign in daily at the job site and indicate how many workers are on the site
- All material deliveries shall be coordinated with the Design/Builder's on-site superintendent.
- All visitors to the job site shall check in with the Design/Builder's supervisor as soon as they come on the property.
- All individuals shall park personal and work vehicles in areas designated by the Design/Builder's superintendent.
- All individuals present at the job site shall comply with all applicable Federal, State, and local safety regulations. Hard hats shall be worn by all construction personnel and authorized visitors within the limits of Construction. Protective eyewear hearing protection, respirators, dust masks, and gloves shall be worn as needed.
- All individuals present at the job site shall comply with local noise and work hour regulations or ordinances.
- Hard-soled shoes shall be worn. Shirts are required. All workers shall dress appropriately for weather and work conditions.
- No smoking is permitted on or near the job site.
- No drugs or alcoholic beverages are allowed on the job site before, during, or after work hours.
- No pets associated with the Design/Builder or Subcontractors will be allowed at the job site.
- All workers shall use the chemical toilet provided by the CGS
- Profanity, offensive language, unprofessional behavior, and unkempt appearances will not be tolerated.
- Workers may eat on-site only in areas designated by the Design/Builder's superintendent. Food debris shall be disposed of in approved containers.
- All individuals shall treat other individuals present at the job site with respect and sensitivity to racial, cultural, and gender differences.
- Workers shall not communicate or associate with students, parents, or employees of the School District.
- All workers shall remain within the limits of Construction and shall not enter any of the Owner's other facilities.
- Trespassing on the adjacent property will not be tolerated.
- Everyone is responsible for protecting the Owner's property as well as the work of other trades. Any damage or installation conflicts shall be reported immediately to the Design/Builder's
- Radios shall not be used.
- The job site shall be kept tidy. All materials and tools shall be kept in a safe and orderly fashion. Clean up and remove your construction debris on a daily basis.
- Each trade is responsible for cleaning up after themselves.

E-Verify

E-Verify



Company ID Number: 1414547

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	CGS LLC
Company Facility Address	6040 Dawson Blvd Suite K Norcross, GA 30093
Company Alternate Address	6040 Dawson Blvd Suite K Norcross, GA 30093
County or Parish	GWINNETT
Employer Identification Number	364800618
North American Industry Classification Systems Code	236
Parent Company	CGS Investments LLC
Number of Employees	5 to 9
Number of Sites Verified for	1

Contractor of the Year



JOAQUIN CONTRERAS

Minority Certification

THIS CERTIFIES THAT

CGS LLC

 **NMSDC**
National Minority Supplier
Development Council

* Nationally certified by the: **GEORGIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 236220; 238170; 238130; 238160; 238190; 238910; 238990; 238140; 238310; 238340

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

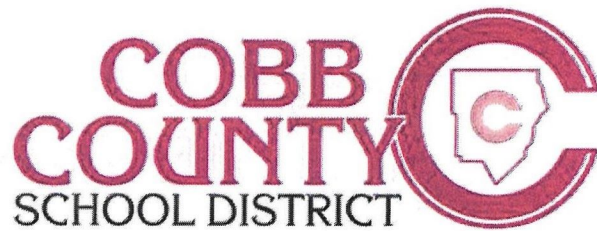
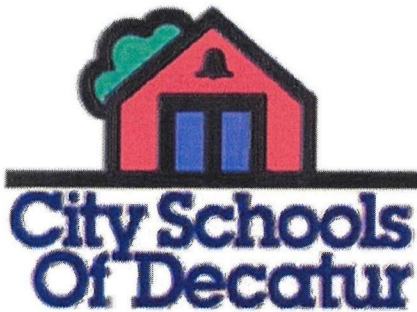
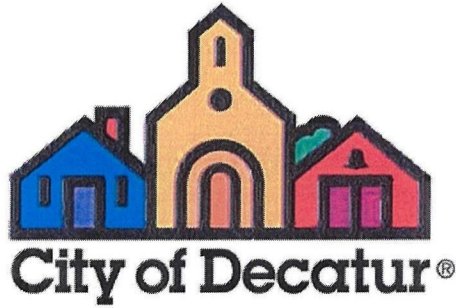
<u>03/06/2023</u> Issued Date	<u>AT241525</u> Certificate Number
<u>04/30/2024</u> Expiration Date	 Ying McGuire NMSDC CEO and President
	 Stacey Key, President and CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

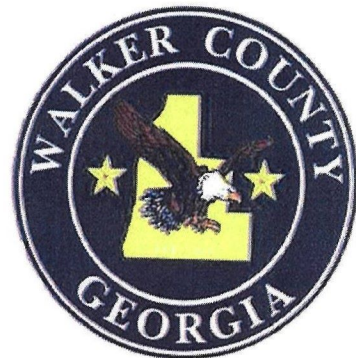
Certify. Develop. Connect. Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

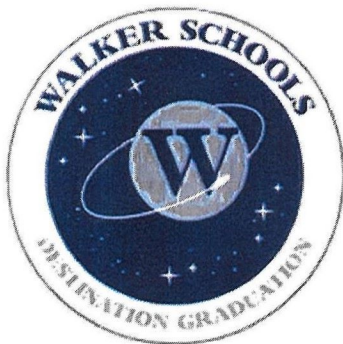
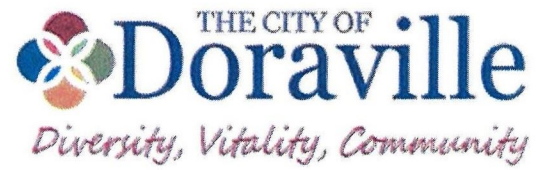
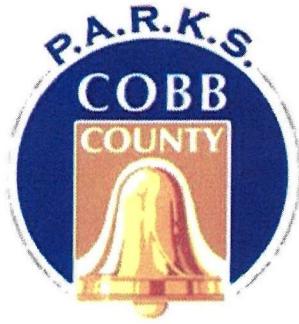
List of our clients



Chattooga County
School District
Expect Success



List of our clients





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 #:	23-6824	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	2023 CDBG Resurfacing ITB		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - 2023 CDBG Resurfacing ITB](#)
2. [A1\) Invitation to Bid PWUP 23-XX](#)
3. [A2\) Award Notification](#)
4. [A3\) Maps](#)

Title

2023 CDBG Resurfacing ITB

Drafter

Matthew Zaki

Motion

A motion to Approve/Deny the issuance of an Invitation to Bid (ITB) for the resurfacing of multiple roadways approved by Gwinnett County's Community Development program CDBG 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: Matthew Zaki, Public Works, Utilities and Parks Director

Meeting Date: October 2, 2023 – Mayor & Council

Item No.: 23- 6824

Title: 2023 CDBG Resurfacing ITB

CC: Eric Johnson, City Manager

Recommendation

The Public Works, Utilities and Parks Department is seeking approval to solicit Invitation to Bids (ITB) for the resurfacing of multiple roadways approved by Gwinnett County's Community Development program CDBG 2023.

Background

The CDBG annual grant assists in the development of viable communities. These viable communities are achieved by providing decent housing, a suitable living environment and expanded economic opportunities principally designed to benefit persons in low-and moderate-income areas (LMI).

The city of Norcross was awarded an amount of \$688,322.00 after the approval of the application submitted by the City for the Community Development Block Grant program. The ward will fund to administer the Norcross Residential Resurfacing project. The projects selected for resurfacing are in the City's LMI and were chosen based on their condition and priority. The two roadways selected are

- 1) Station Circle (Begin at Mitchell Road and end at Rails Way – 3,971 LF
- 2) Marshes Glenn Drive (Begin at Everglades Trail and end at Marshes Glenn Drive – 5,040 LF

Effective January 1, 2023, all HUD grant programs WERE being administered by the Housing and Community Development Division of the County, Department of Planning and Development.

Every 5 years, the county completes a consolidated Plan Goals and Objectives that is submitted to HUD to detail the County's plan over the next 5 years, the last plan completed was submitted in 2020 and this current application cycle is the 3rd year in that strategic plan. Each plan identifies major goals and objectives that the County intends to achieve

within these 5 years, and subsequently all projects identified by all the subrecipients (i.e. City of Norcross) must meet one of these goals and objectives identified by the consolidated plan

Financial Impact

As a subrecipient, the City will have to expend its own funds on the eligible projects and subsequently request reimbursement from Gwinnett County along with supporting documentation. The request by the City shall not exceed \$688,322.00. City will be responsible for the costs, however once the County deems the expenses eligible, the County will reimburse the City 100% of the costs.

Consistent with Comprehensive Plan?

Proceeding forward with this agreement enforces Goal 2 of the Community Vision outlined in the 2040 Norcross Comprehensive Plan: Continue to strength Norcross as a livable, inclusive, and safe Environment as well as Goal 3 to promote safe and efficient transportation for pedestrians, cyclists.

Next Steps

Upon direction from the Mayor and City Council, City staff will proceed with soliciting invitation to Bids, once bids are received, Staff will return to Mayor and Council for recommendation.

Attachments

- A1) Invitation to Bid PWUP 23-XX
- A2) Award notification
- A3) Maps

Update

N/A



City of Norcross
Department of Public Works, Utilities & Parks

INVITATION TO BID
CDBG - 2023
ITB PWUP 23-XX

Attachment: A1) Invitation to Bid PWUP 23-XX (23-6824 : 2023 CDBG Resurfacing ITB)

City of Norcross

Department of Public Works, Utilities & Parks

INVITATION TO BID CDBG - 2023 ITB PWUP 23-XX

OVERVIEW:

The City of Norcross is soliciting sealed competitive bids from qualified contractors for resurfacing projects and stormwater point repairs and relining listed below.

- 1) Station Circle (Begin at Mitchell Road and end at Rails Way – 3,971 LF (10,590 SY)
- 2) Marshes Glenn Drive (Begin at Everglades Trail and end at Marshes Glenn Drive – 5,040 LF (13,440 SY)
- 3) Stormwater point repair and relining on Station Circle
- 4) Stormwater point repair and relining on Marshes Glenn Drive.

Streets scheduled for milling and resurfacing will include repairing the existing pavement base, resurfacing of adjacent driveways to meet street pavement grades, adjustments of water valves & manholes, and the installation of pavement markings.

All work must be completed in accordance with industry specifications and standards.

The BID package should be clearly marked “ITB PWUP 23-XX – CDBG – 2023” on its face and submitted by **11:00 a.m. on TBD** to the address below. Please submit two printed copies and one electronic copy (USB) of your package to:

Christabel Ghansah
ITB PWUP 23-XX – 2023 CDBG
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 TBD**.

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

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

We appreciate your interest in the City of Norcross!

Attachment: A1) Invitation to Bid PWUP 23-XX (23-6824 : 2023 CDBG Resurfacing ITB)

BID CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a BID 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 ITB and is an excellent source of information for any questions you may have.
3. _____ **Attend the Pre-bid meeting** if one is offered. These meetings 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 ITB.
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 ITB. All addenda issued for this ITB will be posted on the City's website and will include all questions asked and answered concerning the ITB.
5. _____ **Follow the format required in the ITB** 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 ITB 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 ITB.
9. _____ **Review and read the ITB 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 soliciting sealed competitive bids from qualified contractors for 2023 CDBG within the City of Norcross as illustrated in the attached map.

1.1 PROJECT SCOPE

The project will consist of restriping crosswalks, stop bars, bolder lines, and double yellow lines throughout the City. This will provide information about conditions ahead and separate traffic flowing in opposite directions. The restriping project is to provide pavement markings and visibility for the safety of roadway users, by indicating which part of the road to use.

1.2 SPECIFICATIONS

All bids should be in duplicate with the same information submitted electronically (USB). Bids are legal and binding upon the bidder when submitted. The written bid documents are final and supersede any verbal or written prior communications between the parties.

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

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

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

The City of Norcross reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. The City reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder at its discretion.

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 BID SUBMISSION GUIDELINES

All questions must be answered. Information given must be clear and comprehensive. The written request should provide background information about the company, its employees, and its experience with related projects and related clients (especially government).

- a. Name of Bidder
- b. Permanent main office address, email address, pertinent contact numbers.
- c. How long (years) has your firm been in the construction business under your present name; also, state names and dates of previous firm names, if any; where organized?
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.
- e. How long do you warrant a project?
- f. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?
- g. Contract on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
- h. General character of work performed by your company.
- i. Have you ever failed to complete any work awarded to you, if so, where, and why?
- j. Have you ever defaulted on a Contract, if so, where, and why?
- k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?
- l. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
- m. List your major equipment available for this contract.
- n. List any subcontractors whom you would expect to use for the contract.

- o. With what bank do you do business? Do you grant the City permission to contract this/these situations? Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, may be requested by City.

If requested, such statements must be provided within five (5) business days, or the bid proposal will be rejected. Certified audited statement is preferred. Internal statements may be attached only if independent statements are not prepared.

1.5 SCHEDULE OF EVENTS

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

1.6 COMMUNICATIONS WITH STAFF

All questions about this ITB 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

2.0 GENERAL CONDITIONS

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

2.1 QUALIFICATIONS

- 2.1.1** Bids will be considered only from experienced and well-equipped Vendor(s) engaged in work of this type and magnitude.
- 2.1.2** Bidders may be required to submit evidence setting forth qualifications which entitle their company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last five years may be required, which lists the location, size, and scope for use on this work. Before accepting any bid, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.
- 2.1.3** Proposers must provide their own materials and tools for this contract. Proof of samples and examples of current inventory will be provided to the City in the bid for the City staff to take into consideration.

2.2 GUARANTEE TO ACCOMPANY BID

- 2.2.1** If the cost proposal is greater than \$30,000.00, then bids 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** Bidder 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 bids, to waive informalities or to re-advertise. It is understood that all bids are made subject to this agreement, and that City of Norcross reserves the right to decide which bids it deems the most qualified and lowest cost. In arriving at this decision, full consideration will be given to the experience and qualifications of the Bidder, cost, work of this type successfully completed and past performance with the City of Norcross.

- 2.4.2** Bidders 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. Bidders are also advised to inform themselves fully regarding conditions under which the work will be performed. The City will not be responsible for the Bidder's errors or misjudgment, nor for any information on location conditions or general laws and regulations.
- 2.4.3** Any unauthorized additions, conditions, limitations, or provisions attached to the Bid 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 bid will cost the least and prove to be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.

2.5.1.1 The bid evaluation will be based on the following criteria:

- Bid price
- Compliance with submission guidelines and specifications (including all required forms and documents)
- Ability to perform scope of work
- Start date
- References

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

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

Alternatively, Bidders are welcome to provide 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.

- 2.5.2** Prior to award of the Contract, the successful Bidder will be required to submit a schedule to the City, demonstrating the Bidder's ability to commence and proceed in a timely manner. A Bidder'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 Bidder by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher and satisfactory to the City of Norcross. Bonds given shall meet the requirements as listed in this ITB.
- 2.5.5** ~~Prior to execution of a Contract, a Utility Coordination Meeting is required between Vendor(s), utility agencies and City of Norcross Public Works, Utilities and Parks Department 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 Bidder will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to specifications in the ITB.

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 345 Lively Ave, Norcross, GA 30071**. The invoice shall contain a complete itemization of services. The total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents.
- 2.7.2** 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 in the appendices or as directed by the Department of Public Works, Utilities and Parks.
- 2.8.3** The Vendor, before submitting a bid is required to visit the site(s) and acquaint themselves with the actual conditions and the location of any and/or all obstructions that may exist on the site(s). There will be a site visit to all locations during the mandatory pre-bid meeting on **TBD**.

2.9 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

- 2.9.1** The work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto, until the job is completed and accepted by the City of Norcross.

2.10 NON-COLLUSION

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

2.11 MATERIALS

- 2.11.1** 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.
- 2.11.2** All materials and equipment incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the City.

2.12 CONTRACT REQUIREMENTS

- 2.12.1** The successful Vendor is required to do the following within ten (10) days

of Notice:

- 2.12.1.1.1** Return to the Department of Public Works, Utilities & Parks contract documents executed by the authorized representative attested by the corporate secretary treasurer.
- 2.12.1.1.2** Provide Insurance Certificates as specified in the ITB Checklist.
- 2.12.1.1.3** Provide bonding as required by the ITB documents.

2.12.2 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 Bid guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next most qualified Vendor, or the work may be re-advertised. The Contract and Contract Bonds shall be executed in duplicate.

2.13 GENERAL CONSTRUCTION GUIDELINES

- 2.13.1** The General Contractor shall be required to perform 100% of the actual resurfacing, paving work, and will not be allowed to sublet this item. Subletting of the additional items: milling, structure, adjustment, cracks filing, etc. shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.
- 2.13.2** The Contractor shall be required to give 24 hours' notice to City of Norcross or its Representatives before proceeding with paving on any road in writing, submitted via fax, email or hand delivery.
- 2.13.3** Prior to beginning the patching work (or paving work if there is no patching), the Contractor shall install the appropriate post-mounted road construction signs on each non-residential road they are resurfacing. These signs will remain in place until approved for removal by the Department of Public Works, Utilities and Parks.
- 2.13.4** The Contractor shall furnish, install, maintain, and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by Standard Specifications of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.

2.14 MISCELLANEOUS PROVISIONS

(May not be applicable to this ITB)

2.14.1 Permits

No permits are anticipated for this project.

2.14.2 Construction Schedule

If applicable, the Contractor shall provide the Public Works Superintendent with a schedule indicating the order in which the streets will be resurfaced and an approximate schedule of when the work will be completed on each street. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents. Contractors are required to notify Homeowners and business merchants via flyers.

2.14.3 Work Hours

The daily hours are 8:00 a.m. – 10:00 p.m. on weekdays and 8:00 a.m. – 10:00 p.m. on weekends

2.14.4 Detour/Closures

All road closures and detours shall be approved by the Norcross Department of Public Works, Utilities and Parks.

2.14.5 Residential Refuse

The Contractor is required to contact Norcross Public Works, Utilities & Parks Department at 678-421-2069, to obtain sanitation schedules in an attempt to reduce inconveniences to the citizens of Norcross.

2.14.6 Project Briefing

All bidders are required to schedule an appointment with the Public Works Superintendent in order to inspect each work site. The Superintendent can be reached at jdavis@norcrossga.net or 678-421-2069.

2.14.7 Disposal of Refuse

The Contractor shall be solely responsible for disposing of materials and shall consider, before bidding, the compliance with the above stated ordinances and regulations. Disposal of debris must be done in a lawful manner, in accordance with all applicable federal, state and/or local laws, statutes, rules, ordinances, and/or regulations. All trash and debris shall be collected and removed from the site(s) on a daily basis. The Contractor will not be permitted to burn any of the materials on site or within the boundary limits of Norcross, Georgia.

APPENDIX A
ITB PWUP 23-XX
SCHEDULE OF EVENTS

Event:	Date:
Release of RFP	TBD
Deadline for Written Questions	TBD
Proposals Due	TBD
Proposal Evaluation	TBD
Contract Award (On/about)	TBD

Attachment: A1) Invitation to Bid PWUP 23-XX (23-6824 : 2023 CDBG Resurfacing ITB)

APPENDIX B
ITB PWUP 23-XX
MAPS

Attachment: A1) Invitation to Bid PWUP 23-XX (23-6824 : 2023 CDBG Resurfacing ITB)

APPENDIX D
ITB PWUP 23-XX
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: A1) Invitation to Bid PWUP 23-XX (23-6824 : 2023 CDBG Resurfacing ITB)

APPENDIX C

ITB PWUP 23-XX

Street Listings & Stormwater Repairs and relining

Milling 1.5" / 12.5mm Super-pave asphalt

- 1) Station Circle (Begin at Mitchell Road and end at Rails Way – 3,971 LF (10,590 SY)
- 2) Marshes Glenn Drive (Begin at Everglades Trail and end at Marshes Glenn Drive – 5,040 LF (13,440 SY)
- 3) Stormwater point repair and relining on Station Circle
- 4) Stormwater point repair and relining on Marshes Glenn Drive.

SPECIFICATIONS

Streets scheduled for milling and resurfacing will include repairing the existing pavement base, resurfacing of adjacent driveways to meet street pavement grades, adjustments of water valves & manholes, resetting or installing new granite or medina stone to repair existing curbs along with sidewalk replacement where disturbed by curb repairs, and the installation of pavement markings/stripping.

The pavement to be placed after milling the existing wearing course is a one and one half (1-1/2) inch 12.5mm Super-pave asphalt.

Patching shall include 8" GAB over compacted subgrade, 2" of 19MM superpave, and 1.5" of 12.5 MM superpave surface course.

Roll curb shall be per Gwinnett County Detail 607.

Manhole Adjustment and Water Valve Box Adjustment

The following procedures shall be used in the adjustment of structures:

- a. It shall be the Contractor's responsibility to note and mark the location of each water valve box and manhole covers on the streets to be resurfaced, prior to the resurfacing work then locate and adjust each of these after resurfacing.
- b. Structures shall be adjusted within 10 days after the road is resurfaced.
- c. The existing pavement will be removed a minimum of 9" outside of the most exterior points of the structures.
- d. Structures will be adjusted to pavement grade using bricks, shims or other non-organic material.
- e. Concrete having a minimum compressive strength of 3000 p.s.i. at 28 day's shall be placed around the adjusted structure, consolidated to fill the voids, and finished to pavement

- grade. Care should be taken to prevent concrete from falling into manholes, with any such material being removed by the contractor as soon as possible.
- f. Concrete shall be protected from traffic for a minimum of 3 days with steel plates, or other measures as approved by the Engineer or Department of Public Works, Utilities and Parks.
 - g. The unit prices bid for Manhole adjustment and Walter Valve Box Adjustment will be for all work performed, including excavation and disposal of existing material, adjustment of structure, traffic control, and protection of the concrete.
 - h. The contractor will give the City at least 24 hours' notice as to the locations to be adjusted to allow for inspection scheduling.
 - i. The City reserves the right to adjust any structures using in-house labor as deemed practicable.
 - j. In the event an existing casting or structure is found to be structurally deficient it shall be reported to the Public Works, Utilities and Parks Department for evaluation.

APPENDIX D
ITB PWUP 23-XX
BID QUANTITIES

Bid Quantities. For your information, reference the following table below for the project limits and asphalt quantities the City used in preparing the bid form.

Road Name	Begin @	End @	Length	Width	Area	Area	Tonnage of 1.5" 12.5mm	Patching *
			(ft)	(ft)	(sf)	(sy)	(ton)	% of area
Station Circle	Mitchell Road	Rails Way	3,971	22	110,880	12,320	1005	10%
Marshes Glenn Drive	Everglades Trail	Marshes Glenn Drive	5,040	22	83,392	9,266	756	20%

*Once roadways are fully milled, contractor must reach out to the Public Works Superintendent to better assess the condition of the base and subbase and estimate the amount of patching required for each roadway.

The bidder shall round up to 1,770 tons for the purpose of preparing a sealed bid. The contractor will be responsible for providing resurfacing for the project limits and length and area measurements as denoted above.

1. Concrete Collars are to be installed on all valves and manholes per Gwinnett County Standard 502.
2. Contractor is responsible for accounting for all valve and manhole concrete collars.

BID FORM

This form is mandatory, and must be included in your bid, addressed to:

City of Norcross
345 Lively Avenue
Norcross, GA 30071

CATEGORIES
SUBTOTAL

1. ASPHALT PAVING	Unit Price per ton \$_____	* 1770 tons	=	\$_____
2. PATCHING	Unit Price per SF \$_____	* 1,000 SF	=	\$_____
3. TRAFFIC CONTROL	Lump Sum		=	\$_____
4. ROLL CURB	Unit Price per LF \$_____	* 200 SF	=	\$_____
5. CONCRETE COLLARS				
VALVES	Unit Price per each_____	* 10 valves	=	\$_____
MANHOLES	Unit Price per each _____	* 46 manholes	=	\$_____
6. STRIPING	Lump Sum		=	\$_____
7. MOBILIZATION, OH&P	Lump Sum		=	\$_____
TOTAL	(sum of items 1 thru 7)			\$_____

Written Amount: _____

Company: _____

Authorized Signature/Date: _____

Printed Name: _____

Attachment: A1) Invitation to Bid PWUP 23-XX (23-6824 : 2023 CDBG Resurfacing ITB)

FFY 2023 CDBG Award Notification

Wells, LaShondra <LaShondra.Wells@gwinnettcountry.com>

Mon 12/5/2022 3:02 PM

To:'eric.' <johnson@norcrossga.net>

Cc:Matthew Zaki <Matthew.Zaki@norcrossga.net>

Caution: This email came from outside Norcross Networks. Do not open attachments or click on links if you do not recognize the sender.

Good Afternoon Eric Johnson:

Thank you for submitting a FFY 2023 application for the Community Development Block Grant Program. We enjoyed learning about your organization and the services that you provide. As such, we are pleased to announce that **City of Norcross** will receive a total award of **\$688,322.00** in FFY 2023 funding to administer the *Norcross Residential Resurfacing Project* project.

Effective January 1, 2023, all HUD grant programs will be administered by the, Housing and Community Development Division of the County's Department of Planning and Development.

The new division will provide further updates on division staff and program contacts after the new year. Please continue to send correspondence via email to cdbg@gwinnettcountry.com. This email account will remain active during the transition.

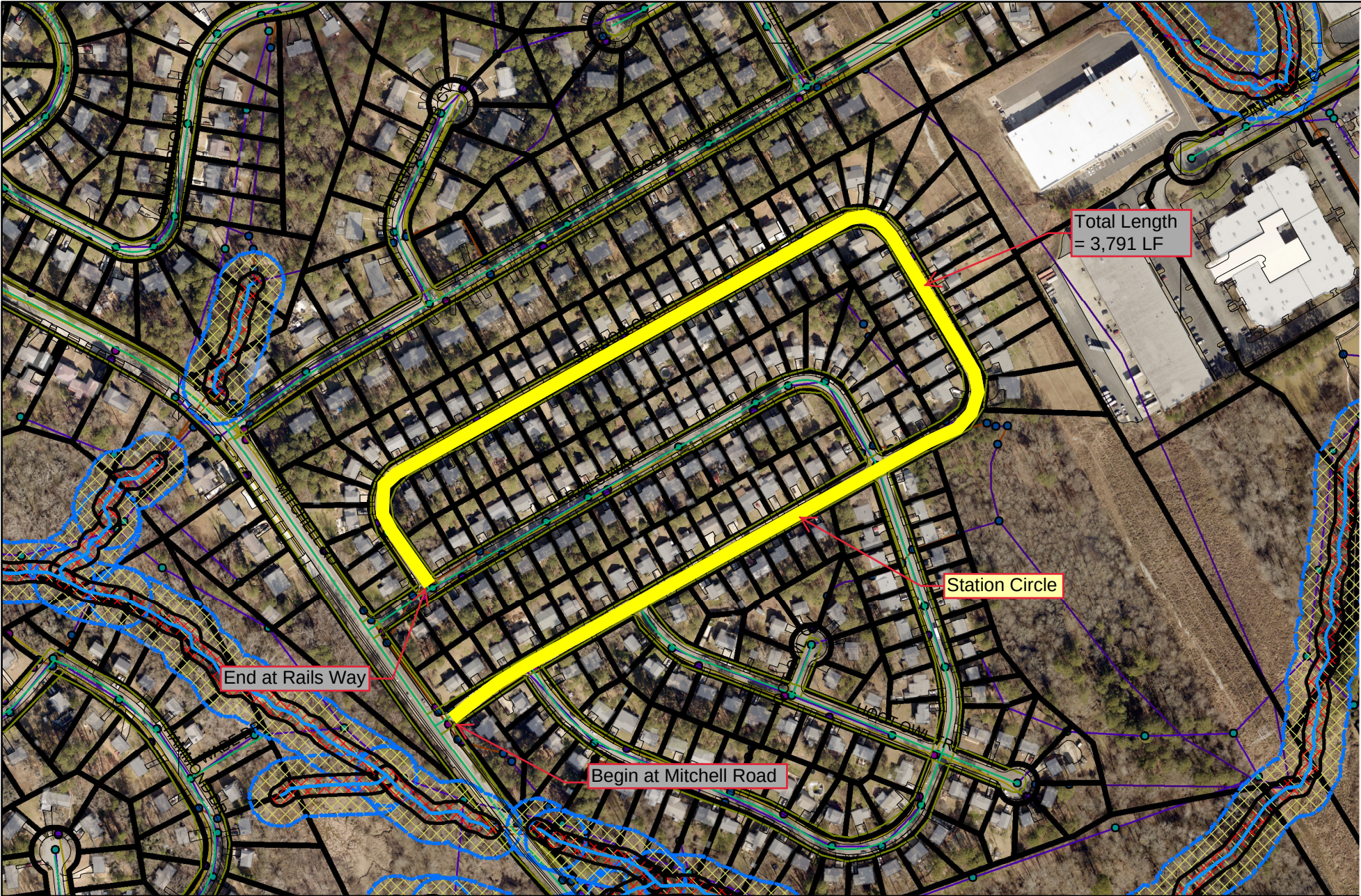
It was a pleasure working with you and we wish you much success with your project!



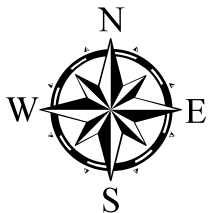
LaShondra Wells | Deputy Director, Community Development Program |
Gwinnett County Government
678.518.6025 | 446 W. Crogan St., Ste. 420 Lawrenceville, GA 30046
| www.gwinnettcountry.com

Attachment: A2) Award Notification (23-6824 : 2023 CDBG Resurfacing ITB)

Station Circle - Begin at Mitchell Road and end at Rails Way - 3,971 LF



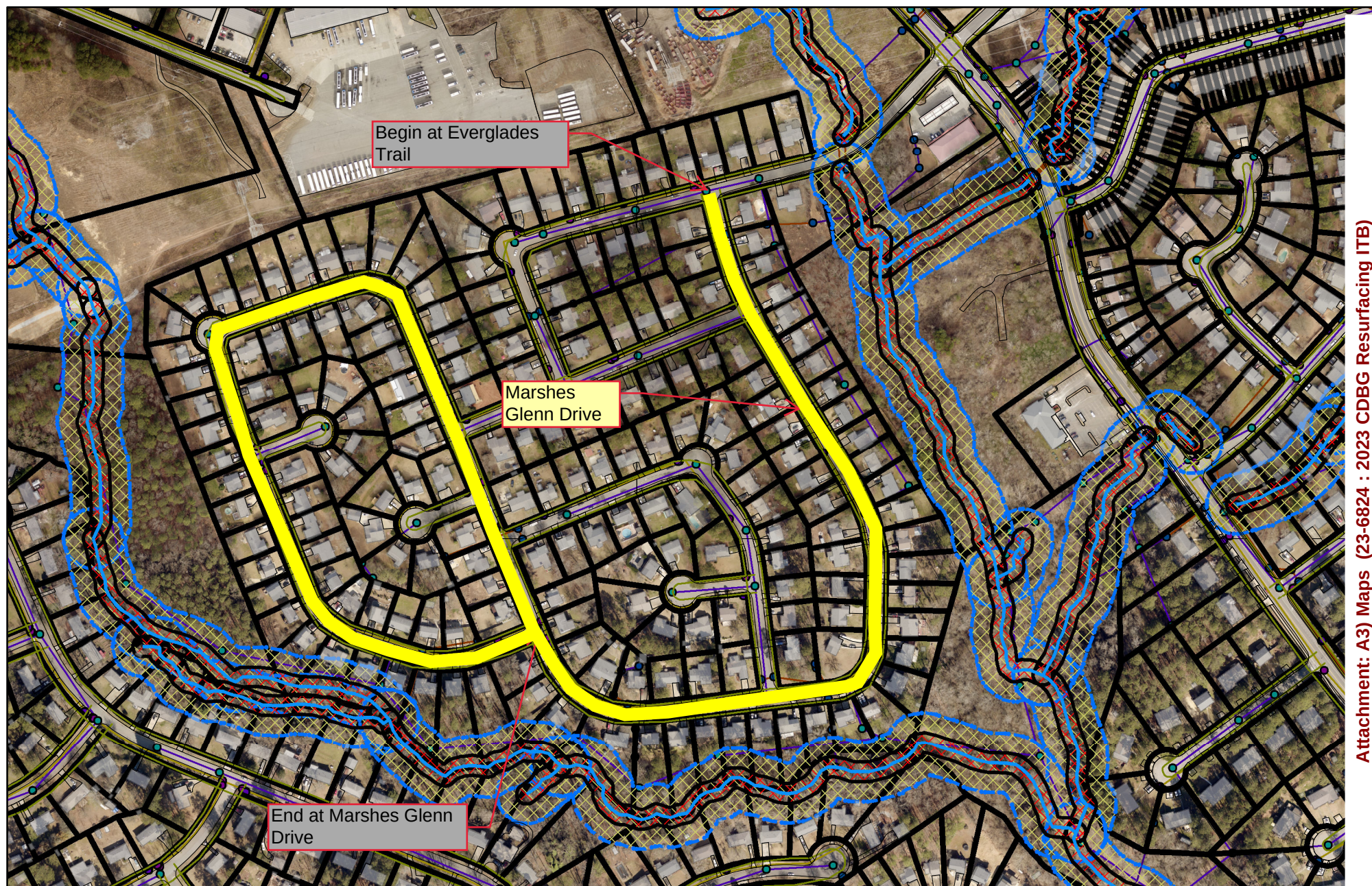
Attachment: A3) Maps (23-6824 : 2023 CDBG Resurfacing ITB)



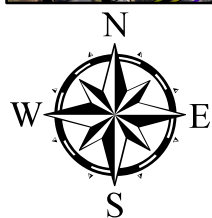
OBJECTID	Source	geoname	Countyname	Tract	Blckgrp	Low	Lowmod	Lmmi	Lowmoduniv	Lowmod_pct
54888	2015ACS	Block Group 1, Census Tract 503.19, GC	Gwinnett County	50319	1	1975	2815	3175	3565	78.96

Marshes Glenn Drive - Begin at Everglades Trail and end at Marshes Glenn Dr. - 5,0

L.16.d



Attachment: A3) Maps (23-6824 : 2023 CDBG Resurfacing ITB)



OBJECTID	Source	geoname	Countyname	Tract	Blckgrp	Low	Lowmod	Lmmi	Lowmoduniv	Lowmod_pct
54890	2015ACS	Block Group 1, Census Tract 503.20, GC	Gwinnett County	50320	1	1020	1240	1555	1800	68.89



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 #:	23-6825	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	Peachtree Industrial Boulevard Name Change		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Peachtree Industrial Boulevard Name Change](#)
2. [Resolution Providing for Name Change and Authorizing Ancillary Actions](#)

Title

Peachtree Industrial Boulevard Name Change

Drafter

William Diehl, City Attorney

Motion

A motion to Approve/Deny the adoption of the attached resolution directing the City Manager to pursue changing the name of Peachtree Industrial Boulevard to Peachtree Boulevard, including authorizing the City Manager to pursue ancillary actions to ensure the efficient and informed transition of any address change for property owners.



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

Agenda Report

To: Mayor and Council

From: William Diehl, City Attorney

Meeting Date: October 2, 2023 – Mayor & Council

Item No.: 23- 6825

Title: Peachtree Industrial Boulevard Name Change

CC: Eric Johnson, City Manager

Recommendation – Adopt the attached resolution directing the City Manager to pursue changing the name of Peachtree Industrial Boulevard to Peachtree Boulevard, including authorizing the City Manager to pursue ancillary actions to ensure the efficient and informed transition of any address change for property owners.

Background – Peachtree Industrial falls within The City of Norcross’s municipal boundaries from slightly south of the boulevard’s intersection with Holcomb Bridge Road to slightly north of the boulevard’s intersection with Medlock Bridge Road, approximately 1.6 miles. Twenty-seven (27) parcels share a border with Peachtree Industrial Boulevard within the City Limits, although only about twenty (20) of those parcels have Peachtree Industrial Boulevard addresses.

Over the last decade, municipalities along State Route 141/Peachtree Industrial Boulevard corridor have enacted resolutions to rename the route Peachtree Boulevard, in order to create a better sense of place along the route and to avoid the connotations of having an “Industrial Boulevard” along a primarily commercial, office, and residential corridor. Chamblee and Doraville pursued the name changes in 2008 and 2018 respectively. Recently, the City of Peachtree Corners adopted a similar resolution, authorizing their city manager to pursue the name change with applicable county and state agencies.

The proposed name change is consistent with actions of Norcross’s neighboring municipalities. It provides consistency, avoids confusion, and creates a better sense of place along the Peachtree Industrial Boulevard, where the uses are primarily institutional, commercial, and office.

The name change will require new signage installations on five intersections within the City Limits. Early discussions with representatives from the Georgia Department of Transportation (GDOT)

indicate that the signage on the route will be changed by GDOT and/or by applicable county departments.

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

Next Steps – Pursue name change authorization with the Department of Transportation. Detail the name change process to property owners and lead property owners through the transition of the address change.

Attachments – Resolution providing for name change and authorizing ancillary actions.

Update – NA.

Resolution 2023-_____

A RESOLUTION OF THE CITY OF NORCROSS, GEORGIA TO CHANGE THE NAME OF PEACHTREE INDUSTRIAL BOULEVARD TO PEACHTRE BOULEVARD AND TO AUTHORIZE THE CITY MANAGER TO DO ALL THINGS NECESSARY TO PURSUE THE RENAMING

Having considered changes nearby municipal jurisdictions have made to the road commonly known as Peachtree Industrial Boulevard and having considered the desire for consistency and the impacts such a change would have on placemaking and attractiveness of the City of Norcross's businesses and communities, the Council for the City of Norcross hereby finds and resolves as follows:

WHEREAS, the Mayor and Council of the City of Norcross are tasked with the protection of the City's public health, safety and general welfare; and

WHEREAS, portions of Peachtree Industrial Boulevard in Gwinnett County are within the corporate limits of the City of Norcross; and

WHEREAS, the cities of Chamblee and Doraville have renamed all segments of Peachtree Industrial Boulevard within DeKalb County to Peachtree Boulevard; and

WHEREAS, the City of Peachtree Corners has resolved to make a similar name change to Peachtree Industrial Boulevard within its corporate boundaries;

WHEREAS, the governing body of the City of Norcross wishes to pursue renaming Peachtree Industrial Boulevard to Peachtree Boulevard within the corporate limits of the City of Norcross.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Norcross, Georgia that the road now known as Peachtree Industrial Boulevard shall be renamed to Peachtree Boulevard; be it further resolved that the City Manager is authorized to do all things necessary to pursue the renaming of Peachtree Industrial Boulevard to Peachtree Boulevard, to include: determining the road segment(s) to be renamed and the appropriate timeline; notifying the affected businesses and residences along the aforementioned road; determining and budgeting the cost of changing the signage to reflect the name change; and coordinating as necessary with local and state agencies.

(Signature on Following Page)

Attachment: Resolution Providing for Name Change and Authorizing Ancillary Actions (23-6825 : Peachtree Industrial Boulevard Name Change)

NOW THEREFORE, IT IS HEREBY RESOLVED by the governing authority of the City of Norcross Georgia, as follows:

SO RESOLVED AND EFFECTIVE, this the ____ day of _____, 2023.

Approved:

Craig Newton, Mayor

Attest:

Monique Philip, City Clerk
Seal

Attachment: Resolution Providing for Name Change and Authorizing Ancillary Actions (23-6825 : Peachtree Industrial Boulevard Name Change)



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 #:	23-6833	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/2/2023 6:30 PM	In Control:	Mayor and Council
Title:	Norcross Board & Commission Compensation		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Board & Commission Compensation](#)
2. [1\) Summary of Compensation for Surrounding Cities](#)
3. [2\) BC Proposed Compensation](#)

Title

Norcross Board & Commission Compensation

Drafter

Councilmember Josh Bare and Councilmember Arlene Beckles

Motion

A motion to Approve/Deny an increase in compensation for applicable Norcross Boards and Commissions from \$50 per meeting to \$75 per meeting, up to twelve meetings annually.



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 Josh Bare
Councilmember Dr. Arlene Beckles

Meeting Date: October 2, 2023 - Mayor & Council

Item No.: 23-6833

Title: Norcross Board & Commission Compensation

CC: Eric Johnson, City Manager

Recommendation: Recommend that members of our BCAs receive an adjustment in annual compensation.

Background: We are one of four local cities that compensate the sanctioned board members of our Boards & Commissions at \$50 per meeting for up to twelve sessions annually.

Financial Impact: Compensation for 2022 was \$17,000.

Consistent with Comprehensive Plan? Sustainability and Quality of Life by continuing to leverage the skills of our residents and business to augment services on our various Boards/Commissions that contribute to us as a city attaining our goals and vision.

Next Steps: Increase the rate to \$75 per meeting up to twelve sessions annually, taking into account that not all boards meet on a monthly basis.

Attachments

1. Summary of Board/Commission Compensation for Surrounding Cities
2. Board/Commission Proposed Compensation

Summary of Board/Commission Compensation for Surrounding Cities

CITY	BOARD/COMMISSION COMPENSATION	AMOUNT	FREQUENCY
CITY OF ACWORTH	NO		
CITY OF ALPHARETTA	YES	BOARD MEMBERS - \$50 CHAIR -\$75	PER MEETING; NO CAP
CITY OF BRASELTON	NO		
CITY OF CHAMBLEE	NO		
CITY OF DORAVILLE	NO		
CITY OF DUNWOODY	NO		
CITY OF LAWRENCEVILLE	YES	\$75	PER MEETING; NO CAP
CITY OF LILBURN	YES	\$50	PER MEETING; NO CAP
CITY OF NORCROSS	YES	\$50	PER MEETING; UP TO 12 MEETINGS PER YEAR
CITY OF PEACHTREE CORNERS	NO		
CITY OF ROSWELL	NO		
CITY OF SANDY SPRINGS	NO		
CITY OF SNELLVILLE	NO		
CITY OF SUWANEE	YES	\$50	PER MEETING; UP TO 12 MEETINGS PER YEAR

BOARDS	# OF MEMBERS	MEETING FREQUENCY	ESTIMATED ANNUAL PAYOUT (\$50 per meeting)	ESTIMATED ANNUAL PAYOUT (\$75 per meeting)
<i>Architectural Review Board</i>	5	12	\$3,000.00	\$4,500.00
<i>Discovery Garden Park</i>	9	12	\$5,400.00	\$8,100.00
<i>Norcross Public Arts Commission</i>	7	12	\$4,200.00	\$6,300.00
<i>Parks, Greenspaces, & Trails</i>	5	12	\$3,000.00	\$4,500.00
<i>Sustainable Norcross Commission</i>	7	12	\$4,200.00	\$6,300.00
<i>Tree Preservation Board</i>	5	6	\$1,500.00	\$2,250.00
<i>Zoning Board Appeals</i>	5	12	\$3,000.00	\$4,500.00
TOTALS	43	78	\$24,300.00	\$36,450.00