City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

Meeting Agenda

Monday, October 7, 2024

6:30 PM

Council Chambers

Mayor and Council

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

Livestream Here:
https://youtube.com/live/pFzwWnXTa7c?feature=share

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 Meeting Minutes for Acceptance

1. **24-7136** **Approval of Previous Meeting Minutes**

   Policy Work Session - Policy Work Session - Aug 19, 2024, 6:30 PM

   Mayor and Council - Regular Meeting - Sep 3, 2024, 6:30 PM

   Special Called Meeting - Special Meeting - Sep 16, 2024, 6:30 PM

   Policy Work Session - Policy Work Session - Sep 16, 2024, 6:30 PM

F. Set Agenda As Presented for Scheduled Meeting

1. **24-7137** **Acceptance of the Agenda and Approval of the Consent Agenda**

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies

1. **24-7138** **Swearing in of Officer Cinthya Alvarez**

   Oath of Office - Officer Alvarez

2. **24-7139** **Swearing in of Officer Judson Howard**

   Oath of Office - Officer Howard

3. **24-7140** **Swearing in of Officer Terry Schaeffer**

   Oath of Office - Officer Schaeffer

4. **24-7141** **Swearing in of Officer Tyrell Trice**

   Oath of Office - Officer Trice

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

a. Comments by Citizens

b. Comments by Council

c. Comments by City Manager

The following items will be added from the floor:

* **Purchase Agreement for the Norcross Woman's Club (Old Library)**
  A request to approve a purchase and sale agreement for the acquisition of 65 North Peachtree Street and authorize the Mayor to sign customary documents, as necessary, to close the transaction and authorize City Staff to fund the transaction.

* **Increase Budget for Consultant Agreement with Jacobs Engineering Group, Inc. for Planning Services**
  A request to increase the budget for consultant services with Jacobs Engineering Group, Inc. for Planning Services to a maximum of $100,000.

PH. Public Hearings

PH. 24-7116

Special Use Permit - Event Center at 3150 Holcomb Bridge Road

Consider a request for a Special Use Permit for an event center at 3150 Holcomb Bridge Road.

Agenda Report - Special Use Permit - Event Center at 3150 Holcomb Bridge Road

SUP2024-002 Staff Report 28August2024

PH. 24-7123

Special Exception – Decorative South End Water Tower with South End Logo

Consider a request for a Special Exception to allow for a decorative water tower with the South End logo on it as part of the South End development at 127 South Peachtree Street.

Agenda Report - Special Exception - South End Water Tower

SE2024-001 - Staff Report

Applicant Provided Files

South End Norcross Walk Thru

Water Tower Videos - Top and Bottom Views

J. Reports of the Mayor and Councilmembers

a. General Announcements

OCTOBER CALENDAR OF EVENTS

Artober Activities
Now - Saturday, November 2 | Events Lineup At norcrossga.net/artober <http://norcrossga.net/artober>

Neighborhood Cleanup & Recycling Day
Saturday, October 12 | 8:00 a.m. - 12:00 p.m. | Norcross Public Works

NPAC's Mural Ribbon Cutting
Saturday, October 12 | 3:00 p.m. | Heritage Park

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

Coffee With Council
Saturday, October 19 | 8:00 a.m. | 45 South Cafe

Pedal Norcross
Saturday, October 19 | 3:00 - 6:00 p.m. | Downtown Norcross

Policy Work Session
Monday, October 21 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Mayor's State Of The City
Wednesday, October 23 | 6:30 - 8:00 p.m. | Crowne Plaza

Witches Night Out
Thursday, October 24 | 5:30 p.m. | Downtown Norcross

Deutsche Klassic German Car Show
Saturday, October 26 | 10:00 a.m. - 3:00 p.m. | Downtown Norcross

Downtown Trick Or Treating
Saturday, October 26 | 3:00 a.m. - Supplies Last | Downtown Norcross

Movie Monday: Hocus Pocus
Monday, October 28 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

First Friday Concert: Xtreme Party Band
Friday, November 1 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

Dia De Los Muertos Festival
Saturday, November 2 | 5:00 - 9:00 p.m. | Thrasher Park

K. Board Appointments

A. 24-7142

Board Appointment - Norcross Public Arts Commission

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

Robert Forro

B. 24-7143

Board Appointment - Parks, Green Spaces, and Trails Commission

The following candidate satisfied the requirements to be considered for appointment to the Parks, Green Spaces, and Trails Commission, which currently has (one) vacancy:

Jon Davis

L. Consent Agenda

1. 24-7105

Approval of Elevation/Exterior Design of Norcross Public Safety Building

Approve the final elevation for the Public Safety Building.

Agenda Report - Approval of Elevation, Exterior Design of Norcross Public Safety Building

Exterior Material Board Revised 11x17

2024-09-04- Elevation Sketches

2024-09-12- Elevation Sketches

2. **24-7126** **Jain Society Site Plan, Fence, and Gates (Ornamental Entrances)**

Consider the Jain Society's proposed site plan, fence, and gates.

Agenda Report - Jain Society Site Plan, Fence, and Gates (Ornamental Entrances)

Site Information

Supplemental Information and Q&A

3. **24-7027** **Mural Installation on Dumpster Enclosure at 40 S Peachtree Street**

A recommendation from the Norcross Public Arts Commission to indefinitely table the installation of a mural on the dumpster enclosure located at 40 S Peachtree Street.

Agenda Report - Mural Installation on Dumpster Enclosure at 40 S Peachtree Street

RFP-NPAC-24-03-Mural-on-Dumpster-Enclosure-at-the-Crossing-Steakhouse-REISSUED

Arthur Smith - Mural Installation Proposal

Jose Solis - Mural Installation Proposal

Recommended Mural - Jose Solis - Sunset

4. **24-7125** **DDA Mural at Installation at 29 Jones Street**

A recommendation from the Norcross Public Arts Commission to indefinitely table the installation of the proposed Jazz Mural at 29 Jones Street.

Agenda Report - DDA Mural Installation at 29 Jones Street

Proposed Mural Installation

5. **24-7127** **Restated Defined Benefit Retirement Plan**

Approve the City of Norcross' Defined Benefit Retirement Plan Restatement

Agenda Report - Restated Defined Benefit Retirement Plan

Summary of Amendments

City of Norcross Adoption Agreement

City of Norcross Addendum

6. **24-7128** **Award of Contract for Road Resurfacing**

Approve contract between the City of Norcross and Blount Construction Company, Inc. for road resurfacing.

Agenda Report - Award of Contract for Road Resurfacing

ITB PW 24-09

ITB PW 24-09 Final Bid Tabulation

CON Blount Construction Contract

7. **24-7065**

Vehicular and Pedestrian Crosswalk Improvements in the Downtown District

Approval of sign(s), equipment purchases, and electrical requirements to improve vehicular and pedestrian safety in the downtown district of Norcross.

Agenda Report 5 August 2024 - Vehicular and Pedestrian Safety in Downtown District

Norcross Crossing Improvements Proposed Layout

Norcross PD Desired Locations

Signs and Equipment Quote

Electrical Quote

8. **24-6975**

Compliance with Agenda Publications

Accept the proposed agenda item submission and agenda publication protocols.

Agenda Report - Compliance with Agenda Publications

Ordinance ___-2024 2-36 Amendments

9. **24-7120**

Rebate to Norcross Power Residential Customers

Authorize Norcross Power to issue a rebate of 1% of the annual bill to all current residential customers who have been customers for at least the last 12 months.

Agenda Report Template - Norcross Power residential customers rebate

10. **24-6977**

Elected Official Compensation

Direct staff to bring an ordinance revision increasing annual compensation for elected officials, effective January 1, 2026, based on the FY 24 and FY 25 employee merit increases, consistent with agenda item 23-6727, to prevent elected official compensation from failing to keep pace with salaries. The ordinance revision would be brought after adoption of the FY 25 budget.

Agenda Report - Elected Official Compensation

11. **24-7124**

FY 25 Budget Amendment to Establish a Capital Project for Acquisition and Associated Costs for 65 North Peachtree Street

Authorize a FY 25 budget amendment appropriating $600,000 in General Fund revenue from the sale of 1.73 acres of City property on West Peachtree and transferring an equal amount to the Capital Project Fund to set up a capital project for the costs of acquiring the property located at 65 North Peachtree Street and establishing initial funding towards subsequent restoration.

Agenda Report - Budget Amendment to Approve Funding of A Property Acquisition

12. **24-7110**

Resolution to Authorize the Use of Eminent Domain Powers Concerning 65 North Peachtree, Norcross Georgia

Authorize the city to exercise eminent domain to acquire real estate located at 65 North Peachtree Street, Norcross, GA, for public purpose and public use.

Resolution - Authorizing Eminent Domain

M. Items for Discussion

N. Adjourn in memory of

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

P. Signed by_____ Mayor Craig Newton

Q. Attest:_____ Monique Philip, City Clerk

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

City of Norcross

Legislation Details (With Details)

File #:	24-7136	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Approval of Previous Meeting Minutes		
Sponsors:			
Code Sections:			

Title
Approval of Previous Meeting Minutes

Motion
A motion to Approve/Deny the September 3rd Regular Council Meeting and Executive Session Meeting Minutes, and the September 16th Special Called, Policy Work Session and Executive Session Meeting Minutes.

A motion to Approve the following correction to the August 19 Policy Work Session Meeting Minutes:

24-7094: Retention of Contracted Professionals
RESULT: This Matter was Referred to Staff for the issuance of an RFP.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

NORCROSS
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Meeting Minutes

Monday, August 19, 2024

6:30 PM

2nd Floor Conference Room

Policy Work Session

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

A. Roll Call (recorded)

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

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

B. Citizen Input

C. Board Updates

D. General Updates

* FY23 Audit Presentation - Toni Jo/Audit Representative
* Public Safety Building Update - Croft
* 125 Lawrenceville, Suite 400 - Jim Eyre

E. Council - General Discussion

F. City Manager's Report

G. Board Appointments

H. Items for Discussion

1. 24-7092: West Peachtree Street RFP

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 9/3/2024 6:30 PM**
TO:	Mayor and Council

2. 24-7098: Economic Development Millage

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 10/21/2024 6:30 PM**
TO:	Policy Work Session

3. 24-7096: Historic Pecan Tree Removal

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

Minutes Acceptance: Minutes of Aug 19, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

4. **24-7099: Proposed Artist Mural Agreement - Heritage Park Stairs Mural**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 9/3/2024 6:30 PM**
TO:	Mayor and Council

5. **24-7097: Homelessness in the City of Norcross**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 9/3/2024 6:30 PM**
TO:	Mayor and Council

6. **24-7105: Council Discussion of Final Elevation for Public Safety Building**

RESULT:	**THIS MATTER TABLED FOR APPROVAL AT A FUTURE MEETING** **Next: Date TBD**
TO:	Mayor and Council

7. **24-7089: Reduce Buford Hwy Speed Limit to 35 Mph, LOR and Ordinance Revisions**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 9/3/2024 6:30 PM**
TO:	Mayor and Council

8. **24-7090: Award of Contract for Pinnacle Park Dredging**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 9/3/2024 6:30 PM**
TO:	Mayor and Council

9. **24-7091: Gravel Pave Parking at Phase 2 Property (Britt Street Below Community Center)**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 9/3/2024 6:30 PM**
TO:	Mayor and Council

10. **24-7093: Norcross Occupational Tax Plan – Feasibility Study**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 9/3/2024 6:30 PM**
TO:	Mayor and Council

Minutes Acceptance: Minutes of Aug 19, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

11. **24-7095: Salary Study**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 9/3/2024 6:30 PM**
TO:	Mayor and Council

12. **24-7104: Authorized Positions FY 2024-2025**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 9/3/2024 6:30 PM**
TO:	Mayor and Council

13. **24-7094: Retention of Contracted Professionals**

RESULT:	**This Matter was Referred to Staff for the issuance of an RFP.**

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

The meeting adjourned to Executive Session for Personnel, Real Estate, and Legal at 10:25 PM with a motion to adjourn made by Councilmember Bare, seconded by Councilmember Myers.

J. Signed by: _____ Mayor Craig Newton

K. Attest: _____ Monique Philip, City Clerk

Minutes Acceptance: Minutes of Aug 19, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

NORCROSS
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Meeting Minutes

Tuesday, September 3, 2024

6:30 PM

Council Chambers

Mayor and Council

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

A. Call to Order by Mayor Craig Newton

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 ProTem	Present	
Andrew Hixson	Councilmember	Present	
Josh Bare	Councilmember	Present	
Matt Myers	Councilmember	Present	
Marshall Cheek	Councilmember	Present	

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

E. Presentation of previous meeting minutes for acceptance

24-7111: Approval of Previous Meeting Minutes

Motion

A motion to Approve/Deny the August 5th Regular Council Meeting Minutes and the August 19th Policy Work Session and Executive Session Minutes.

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

Mayor and Council - Regular Meeting - Aug 5, 2024, 6:30 PM

Policy Work Session - Policy Work Session - Aug 19, 2024, 6:30 PM

F. Set the agenda for the scheduled meeting as presented.

24-7112: Acceptance of the Agenda and Approval of the Consent Agenda

Motion

A motion to Accept the Agenda and Approve the Consent Agenda, with the following moving to discussion:

24-7110: Resolution to Authorize the Use of Eminent Domain Powers Concerning 65 North Peachtree, Norcross Georgia

24-7092: West Peachtree Street RFP

24-7091: Gravel Pave Parking at Phase 2 Property (Britt Street Below Community Center)

24-7095: Salary Study

24-7104: Authorized Positions FY 2024-2025

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

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies

24-7113: Swearing in of Officer Tyrone Johnson

RESULT:	**SWORN IN BY MAYOR NEWTON**

b. 24-7114: Swearing in of Officer Albert Florvil

RESULT:	**SWORN IN BY MAYOR NEWTON**

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

a. Comments by Citizens

Anne Hall, Norcross Gallery & Studios	Comments were shared regarding the postcard for the 2024 photography contest printed in English and Spanish.
Dr. Arlene Beckles, Representative-Elect	the incoming State Representative of District 96, will work to address the district's needs and challenges at the state level, keeping the Council abreast of upcoming measures, working directly with Councilman Josh Bare.
Dr. Amaitha Sampath, CPACS Cosmo Health	Comments introducing them as a community asset in the City of Norcross. They have been in business since 1980 and are federally funded. They provide social services to the underserved and medical services for the under- or uninsured.
Edith Riehm	Comments in favor of keeping the women's Library as a historic structure and for public use.
Tiny Willis	Comments do not favor the upcoming mural on the Heritage Park stairs and the Techie Home Project.
Ann Webb, President of the Norcross Women's Club	Comments were shared regarding the preservation of the History Library building and that it be used for public welfare in the future.
Lawrence	Comments were shared in favor of less density and investment in parkland on West Peachtree Street.
Jeff Hopper	Comments were shared in favor of the City releasing the Library under the purview of the Historic Preservation Commission for preservation.

Minutes Acceptance: Minutes of Sep 3, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

Donna Glaze	Comments were shared in favor of the upkeep and beautification of History Norcross
Lynne Ward	Comments were shared in favor of moving the Techie Home development to Mitchell Rd and keeping the West Peachtree as greenspace.
Dr. Garcia,	Comments were shared, thanking the Mayor & Council and the City of Norcross for hosting the Hispanic Heritage Festivals and making them accessible to all.
Pierre Levy	Comments regarding an open invitation to the British Car Fayre on Saturday, September 7.
Wright Mitchell, CEO of Georgia Trust for Historic Preservation	Comments shared in opposition to the Mayor and Council's decision to condemn the Historic Library need legal protection to prevent being demolished.
Stan	Comments shared in opposition to the development on West Peachtree Street want to prevent congestion and a decrease in home values.
J Wilson, Vice President of Norcross Women's Club	Comments shared in opposition to the condemnation of the Historic Library
John Rubenstein	Comments were shared regarding the uncertainty of the use of the History Library building.
Gene Ramsay	Comments were shared regarding the Mayor and Council's promise to protect the Historic Library.
Cynthia R	Comments were shared regarding the Hispanic Heritage Festival, inviting the Police Department and the City Officials, and the need for more Hispanic employees at city hall.
Jimmy Garner	Questions were raised regarding the City's refusal to use the preservation easement and whether there was a historical easement when the property was given to the City.
Jim Eyre	Comments regarding proliferation signs in downtown Norcross that do not meet the Norcross ordinance, West Peachtree, should be reviewed; what effect will the speed limit reduction on Buford Highway have on local streets in favor of the Council action regarding the condemnation of the History Library.

Minutes Acceptance: Minutes of Sep 3, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

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

Atlanta British Car Fayre
Saturday, September 7 | 10:00 a.m. - 3:00 p.m. | Downtown Norcross

On-Demand Shuttle Service Launch
Monday, September 9 | More Information At gwinnettcounty.com/microtransit <http://gwinnettcounty.com/microtransit>

Movie Monday: A Man Called Otto
Monday, September 9 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

9/11 Remembrance Ceremony
Wednesday, September 11 | 8:15 a.m. | Betty Mauldin Park

Coffee With Council
Saturday, September 14 | 8:00 a.m. | 45 South Cafe

Artober Activities
Saturday, September 14 - Saturday, November 2 | Events Lineup At norcrossga.net/artober <http://norcrossga.net/artober>

Hispanic Heritage Celebration
Saturday, September 14 | 2:00 - 6:00 p.m. | Summerour Middle School Parking Lot

Policy Work Session
Monday, September 16 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Historic Cemetery Tour
Sunday, September 22 | 2:00 p.m. | Norcross City Cemetery

Movie Monday: Mean Girls
Monday, September 23 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Mayor's State Of The City
Thursday, September 26 | 6:30 - 8:00 p.m. | Crowne Plaza

Planting For Pollinators Workshop
Saturday, September 28 | 10:30 - 12:00 p.m. | City Hall

Jazz In The Alley: the Black Gold Orchestra
Saturday, September 28 | 7:30 - 9:30 p.m. | Betty Mauldin Park

First Friday Concert: Pangea
Friday, October 4 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

Minutes Acceptance: Minutes of Sep 3, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

Norcross Art Splash Festival
Saturday, October 5 | 10:00 a.m. - 6:00 p.m. | Downtown Norcross
Sunday, October 6 | 10:00 a.m. - 5:00 p.m. | Downtown Norcross

K. Board Appointments

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

L. Consent Agenda

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

1. 24-7097: Homelessness in the City of Norcross

Motion

A motion to Approve the creation of a Task Force to Combat Homelessness in the City of Norcross.

2. 24-7099: Proposed Artist Mural Agreement - Heritage Park Stairs Mural

Motion

A motion to Approve a Mural Agreement between the City of Norcross and artist Mikhaela “Cherry” Chandra for the installation of a mural on Heritage Park Stairs, located at 10 College Street.

3. 24-7089: Reduce Buford Hwy Speed Limit to 35 Mph, LOR and Ordinance Revisions

A motion to Approve an Amendment to The City Code of Ordinances Article 11 of Chapter 34 to Amend the On-System Roadways in The City and to Provide for Applicability to Speed at School Zones with the following enacting clause:

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

A motion to Reduce Buford Hwy speed limit to 35 mph, update to our list of roadways authorized for speed detection devices.

4. 24-7090: Award of Contract for Pinnacle Park Dredging

Motion

A motion to Approve a contract between the City of Norcross and Georgia Stormwater Services, LLC, in the amount of $104,600 funded by the Norcross Springs LP under the Settlement agreement for Pinnacle Park dredging.

5. 24-7093: Norcross Occupational Tax Plan – Feasibility Study

Motion

A motion to Approve the issuance of a Feasibility to explore best practices across municipalities in the region and county on the best methodology to levy and administer Occupational Tax in the City of Norcross.

Minutes Acceptance: Minutes of Sep 3, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

M. Items for Discussion

1. 24-7110: Resolution to Authorize the Use of Eminent Domain Powers Concerning 65 North Peachtree, Norcross, Georgia

Motion

A Motion to Table this item, subject to the successful completion of negotiations with the Georgia Trust for Historic Preservation.

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

2. 24-7092: West Peachtree Street RFP

Motion

A motion to Approve a recommendation to move forward with Techie Homes at the proposed acquisition price, for the development of 1.73-acre city-owned property on West Peachtree Street subject to the PRD process.

RESULT:	**APPROVED [3 TO 2]**
MOVER:	Matt Myers, Councilmember
SECONDER:	Marshall Cheek, Councilmember
AYES:	Bruce Gaynor, Matt Myers, Marshall Cheek
NAYS:	Andrew Hixson, Josh Bare

3. 24-7091: Gravel Pave Parking at Phase 2 Property (Britt Street Below Community Center)

Motion

A motion to proceed with the issuance of a Request for Proposals for the installation of gravel surface pervious parking spaces on the Phase 2 property fronting Britt Street below the Community Center.

RESULT:	**APPROVED [3 TO 2]**
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Marshall Cheek, Councilmember
AYES:	Andrew Hixson, Matt Myers, Marshall Cheek
NAYS:	Bruce Gaynor, Josh Bare

4. 24-7095: Salary Study

Motion

1- A motion the Adopt the recommended pay ranges for all city positions, as contained in the salary study performed by Evergreen for the City.

Minutes Acceptance: Minutes of Sep 3, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

2- A motion to Authorize employee pay increases recommended by the study based on the "compa ratio" methodology at the 65th percentile, which considers both longevity and past performance as well

as competitiveness, subject to a 20 percent limit.

3- A motion to Authorize a merit increase for employees not covered by the study but eligible for a merit increase, at the 4.7% rate reflected in the study as the smallest recommended salary adjustment.

4- A motion to Retain existing pay for sworn officers if the recommended increase is less than the $10,000 increase authorized in February.

5- A motion to Authorize extending car allowances to all department heads as a benefit of senior staff.

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

5. 24-7104: Authorized Positions FY 2024-2025

Motion

A motion to Approve a resolution Authorizing Staff Positions and Pay & Classification System Assignments for FY25.

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

N. Adjourn in memory of

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

Councilmember Bare motioned to adjourn to exec from Real Estate and Personnel at 8:57 pm, seconded by Councilmember Myers. The vote was unanimously approved.

Signed by _____ **Mayor Craig Newton**

Attest _____ **Monique Philip, City Clerk**

Minutes Acceptance: Minutes of Sep 3, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

NORCROSS
a place to imagine

Meeting Minutes

Monday, September 16, 2024

6:30 PM

2nd Floor Conference Room

Special Called Meeting

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

A. Call to Order by Mayor Craig Newton

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

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

B. Roll Call (recorded)

C. Comments by Citizens

PH. Public Hearings

E. Items for Discussion

1. 24-7105: Approval of Elevation/Exterior Design of Norcross Public Safety Building

RESULT:	**THIS MATTER WAS REFERRED TO NEXT REGULAR COUNCIL MEETING [UNANIMOUS]** **Next: 10/7/2024 6:30 PM**
TO:	Mayor and Council
MOVER:	Josh Bare, Councilmember
SECONDER:	Marshall Cheek, Councilmember
AYES:	Gaynor, Hixson, Bare, Myers, Cheek

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

Councilmember Bare motioned to adjourn the meeting at 7:27 pm, seconded by Councilmember Cheek. The vote was approved unanimously.

G. Signed by _____ Mayor Craig Newton

H. Attest _____ Monique Philip, City Clerk

Minutes Acceptance: Minutes of Sep 16, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

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Meeting Minutes

Monday, September 16, 2024

6:30 PM

2nd Floor Conference Room

Policy Work Session

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

A. Roll Call (recorded)

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

Policy Work Session was called to order at 7:27 PM by Mayor Craig Newton

B. Citizen Input

C. Board Updates

* Sustainable Norcross Commission - Jacquelyn Morgan, Chair

D. General Updates

Norcross Power Discussion - Jim Trupiano

E. Council - General Discussion

F. City Manager's Report

G. Board Appointments

The Mayor and Council will consider appointments to the following Board, Authority or Commission:

* Parks, Green Spaces, & Trails Commission (One Vacancy | One Applicant)

* Norcross Public Arts Commission (One Vacancy | One Applicant)

H. Items for Discussion

1. 24-7126: Jain Society Site Plan, Fence, and Gates (Ornamental Entrances)

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 10/7/2024 6:30 PM**
TO:	Mayor and Council

2. 24-7116: Special Use Permit - Event Center at 3150 Holcomb Bridge Road

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 10/7/2024 6:30 PM**
TO:	Mayor and Council

3. 24-7123: Special Exception – Decorative South End Water Tower with South End Logo

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 10/7/2024 6:30 PM**
TO:	Mayor and Council

Minutes Acceptance: Minutes of Sep 16, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

4. **24-7027: Mural Installation on Dumpster Enclosure at 40 S Peachtree Street**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 10/7/2024 6:30 PM**
TO:	Mayor and Council

5. **24-7125: 24-7125 : DDA Mural Installation at 29 Jones Street**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 10/7/2024 6:30 PM**
TO:	Mayor and Council

6. **24-7127: Restated Defined Benefit Retirement Plan**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 10/7/2024 6:30 PM**
TO:	Mayor and Council

7. **24-7128: Award of Contract for Road Resurfacing**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 10/7/2024 6:30 PM**
TO:	Mayor and Council

8. **24-7070: Pocket Parks/Outdoor Dining Areas on Jones Street**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 10/21/2024 6:30 PM**
TO:	**Policy Work Session**

9. **24-7065: Vehicular and Pedestrian Crosswalk Improvements in the Downtown District**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 10/7/2024 6:30 PM**
TO:	Mayor and Council

Minutes Acceptance: Minutes of Sep 16, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

10. **24-6975: Compliance with Agenda Publications**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 10/7/2024 6:30 PM**
TO:	Mayor and Council

11. **24-7035: Discussion of Recreation Programming**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: TBD**
TO:	**Mayor and Council Retreat**

12. **24-7120: Rebate to Norcross Power Residential Customers**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 10/7/2024 6:30 PM**
TO:	Mayor and Council

13. **24-7122: Homestead Exemptions and First-Time Homebuyers Incentive**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 10/21/2024 6:30 PM**
TO:	Policy Work Session

14. **24-7129: Norcross Transportation Infrastructure Improvement Referendum**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 10/21/2024 6:30 PM**
TO:	Policy Work Session

15. **24-7124: FY 25 Budget Amendment to Establish a Capital Project for Acquisition and Associated Costs for 65 North Peachtree Street**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 10/7/2024 6:30 PM**
TO:	Mayor and Council

16. **24-6977: Elected Official Compensation**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 10/7/2024 6:30 PM**
TO:	Mayor and Council

Minutes Acceptance: Minutes of Sep 16, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

I. Signed by: _____ Mayor Craig Newton

J. Attest: _____ Monique Philip, City Clerk

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

Councilmember Bare motioned to enter Exec, seconded by Councilmember Myers (11:18 PM)

Councilmember Marshall motioned to End Exec, seconded by Councilmember Myers (11:20)

Councilmember Bare motioned to re-enter exec for real estate, personnel, and legal , seconded by Mayor Pro Tem Gaynor (11:20 PM). The vote unanimously passed.

Minutes Acceptance: Minutes of Sep 16, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

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

City of Norcross

Legislation Details (With Details)

File #:	24-7137	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Acceptance of the Agenda and Approval of the Consent Agenda		
Sponsors:			
Code Sections:			

Title
Acceptance of the Agenda and Approval of the Consent Agenda

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

A motion to Approve the Consent Agenda.

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

City of Norcross

Legislation Details (With Details)

File #:	24-7138	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Swearing in of Officer Cinthya Alvarez		

Sponsors:

Code Sections:

Attachments:

1. Oath of Office - Officer Alvarez

Title
Swearing in of Officer Cinthya Alvarez

Norcross Police Department

Oath of Office

I, Cinthya Alvarez, swear (or affirm) that I am not incumbent in any office of trust in this State, of the United States, or of any foreign State, and should I seek such, my separation herefrom shall be instanter;

I further swear (or affirm) that I am not the holder of any public monies due this or any other State or political subdivision unaccounted for; I swear (or affirm) that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I, by the laws of the State of Georgia, am prohibited from holding; I swear (or affirm) I am qualified to hold the office to which I am appointed, and for so long as I am employed with the City of Norcross Police Department, I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States of America and the Constitution of the State of Georgia, and I will faithfully perform and discharge the duties of my position, conscientiously and without malice or partiality, to the best of my ability;

I further swear (or affirm) to obey, to adhere to, to uphold, and to enforce the laws of the United States of America, of the State of Georgia, and of the City of Norcross at all times;

So Help Me God.

_____
Officer's Signature

_____ _____
Administrator's Signature *Title and Name of Administrator*

_____
Date *Notary Public*

Attachment: Oath of Office - Officer Alvarez (24-7138 : Swearing in of Officer Cinthya Alvarez)

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

City of Norcross

Legislation Details (With Details)

File #:	24-7139	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Swearing in of Officer Judson Howard		

Sponsors:

Code Sections:

Attachments:

1. Oath of Office - Howard

Title
Swearing in of Officer Judson Howard

Norcross Police Department

Oath of Office

I, Judson Howard, swear (or affirm) that I am not incumbent in any office of trust in this State, of the United States, or of any foreign State, and should I seek such, my separation herefrom shall be instanter;

I further swear (or affirm) that I am not the holder of any public monies due this or any other State or political subdivision unaccounted for; I swear (or affirm) that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I, by the laws of the State of Georgia, am prohibited from holding; I swear (or affirm) I am qualified to hold the office to which I am appointed, and for so long as I am employed with the City of Norcross Police Department, I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States of America and the Constitution of the State of Georgia, and I will faithfully perform and discharge the duties of my position, conscientiously and without malice or partiality, to the best of my ability;

I further swear (or affirm) to obey, to adhere to, to uphold, and to enforce the laws of the United States of America, of the State of Georgia, and of the City of Norcross at all times;

So Help Me God.

_____
Officer's Signature

_____ _____
Administrator's Signature *Title and Name of Administrator*

_____
Date *Notary Public*

Attachment: Oath of Office - Howard (24-7139 : Swearing in of Officer Judson Howard)

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

City of Norcross

Legislation Details (With Details)

File #:	24-7140	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Swearing in of Officer Terry Schaeffer		

Sponsors:

Code Sections:

Attachments:

1. Oath of Office - Schaeffer

Title
Swearing in of Officer Terry Schaeffer

Norcross Police Department

Oath of Office

I, Terry Schaeffer, swear (or affirm) that I am not incumbent in any office of trust in this State, of the United States, or of any foreign State, and should I seek such, my separation herefrom shall be instanter;

I further swear (or affirm) that I am not the holder of any public monies due this or any other State or political subdivision unaccounted for; I swear (or affirm) that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I, by the laws of the State of Georgia, am prohibited from holding; I swear (or affirm) I am qualified to hold the office to which I am appointed, and for so long as I am employed with the City of Norcross Police Department, I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States of America and the Constitution of the State of Georgia, and I will faithfully perform and discharge the duties of my position, conscientiously and without malice or partiality, to the best of my ability;

I further swear (or affirm) to obey, to adhere to, to uphold, and to enforce the laws of the United States of America, of the State of Georgia, and of the City of Norcross at all times;

So Help Me God.

_____
Officer's Signature

_____ _____
Administrator's Signature *Title and Name of Administrator*

_____
Date *Notary Public*

Attachment: Oath of Office - Schaeffer (24-7140 : Swearing in of Officer Terry Schaeffer)

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

City of Norcross

Legislation Details (With Details)

File #:	24-7141	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Swearing in of Officer Tyrell Trice		
Sponsors:			
Code Sections:			
Attachments:			

1. Oath of Office - Trice

Title
Swearing in of Officer Tyrell Trice

Norcross Police Department

Oath of Office

I, Tyrell Trice, swear (or affirm) that I am not incumbent in any office of trust in this State, of the United States, or of any foreign State, and should I seek such, my separation herefrom shall be instanter;

I further swear (or affirm) that I am not the holder of any public monies due this or any other State or political subdivision unaccounted for; I swear (or affirm) that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I, by the laws of the State of Georgia, am prohibited from holding; I swear (or affirm) I am qualified to hold the office to which I am appointed, and for so long as I am employed with the City of Norcross Police Department, I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States of America and the Constitution of the State of Georgia, and I will faithfully perform and discharge the duties of my position, conscientiously and without malice or partiality, to the best of my ability;

I further swear (or affirm) to obey, to adhere to, to uphold, and to enforce the laws of the United States of America, of the State of Georgia, and of the City of Norcross at all times;

So Help Me God.

_____
Officer's Signature

_____ _____
Administrator's Signature *Title and Name of Administrator*

_____
Date *Notary Public*

Attachment: Oath of Office - Trice (24-7141 : Swearing in of Officer Tyrell Trice)

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

City of Norcross

Legislation Details (With Details)

File #:	24-7116	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Special Use Permit - Event Center at 3150 Holcomb Bridge Road		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Special Use Permit - Event Center at 3150 Holcomb Bridge Road
2. SUP2024-002_StaffReport_28August2024

Title
Special Use Permit - Event Center at 3150 Holcomb Bridge Road

Drafter
Vivian Vakili

Motion
A motion to Approve/Deny a Special Use Permit for an event center at 3150 Holcomb Bridge Road, Suite 102.

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

Agenda Report

To: Mayor and Council

From: Vivian Vakili, Community Development Director

Meeting Date: October 7, 2024 – Mayor and Council

Item No.: 24-7116

Title: Special Use Permit - Event Center at 3150 Holcomb Bridge Road

CC: Eric Johnson, City Manager

Recommendation

Consider a request for a Special Use Permit for an event center at 3150 Holcomb Bridge Road.

Background

Applicant requests a Special Use Permit to operate an event hall on the first floor of the existing building at 3150 Holcomb Bridge Road. Planning and Zoning Board recommended approval at their September 2024 meeting.

Financial Impact: N/A

Consistent with Comprehensive Plan?

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

Attachments

-SUP2024-002 Staff Report

Next Steps

October 7th Regular Council Meeting: Vote

Attachment: Agenda Report - Special Use Permit - Event Center at 3150 Holcomb Bridge Road (24-7116 : Special Use Permit - Event Center at

Attachment: SUP2024-002_StaffReport_28August2024 (24-7116 : Special Use Permit - Event Center at 3150 Holcomb Bridge Road)

NORCROSS
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Meeting Date: 9/4/2024 at 6:30 PM	Petition Number: SUP2024-002
Project Type:	Commercial/Event Hall
Property Location:	3150 Holcomb Bridge Road, Suite 102
Tax Parcel ID:	6274 058
Petitioner:	Robert Baffour
Petitioner's Request:	Special Use Permit for an Event Hall in the C-2 zoning district
Recommendation:	**Approval**

Summary

The applicant requests to receive a special use permit to operate an event hall on the first floor of the existing building at 3150 Holcomb Bridge Road.

Timeline

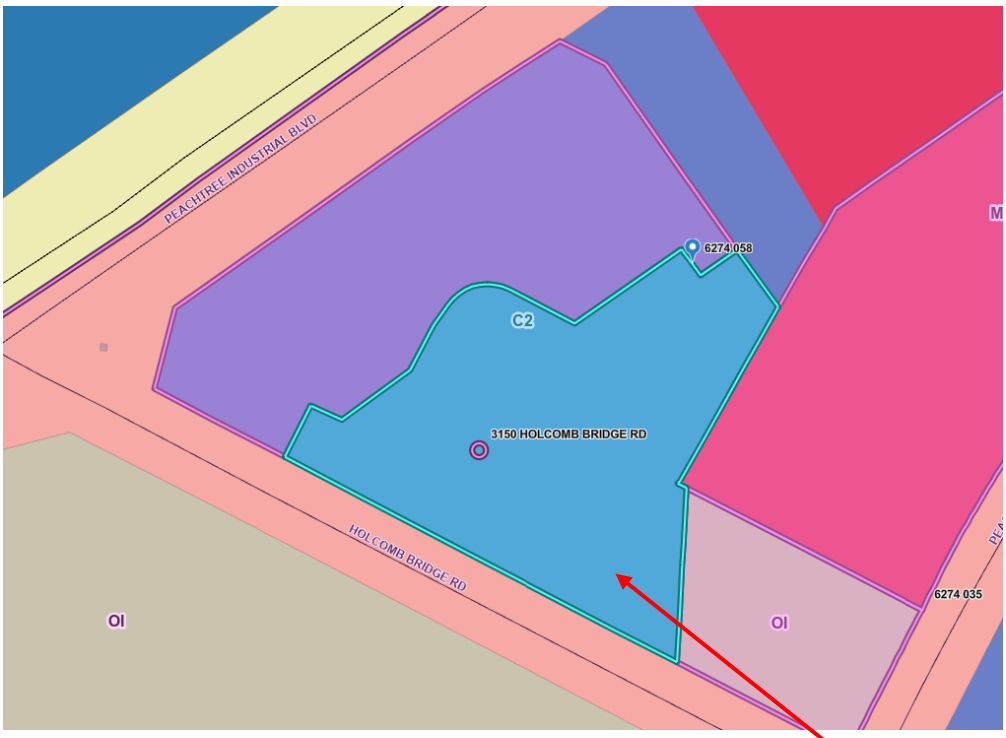
Under the UDO Section 104-3.B special use permit applications require the first review to be by the Planning and Zoning Board, followed by Mayor and Council's policy meeting and the Mayor and Council's regular meeting for final action. Below is the proposed schedule of dates.

Board	Meeting Type	Meeting	Meeting Time	Room
P&Z	Hearing	Wednesday, September 4, 2024	6:30 PM	Community Room 2nd Floor
M&C	Meeting	Monday, September 16, 2024	6:30 PM	Conference Room 2nd Floor
M&C	Hearing	Monday, October 7, 2024	6:30 PM	Council Chambers 1st Floor

Aerial View

Site

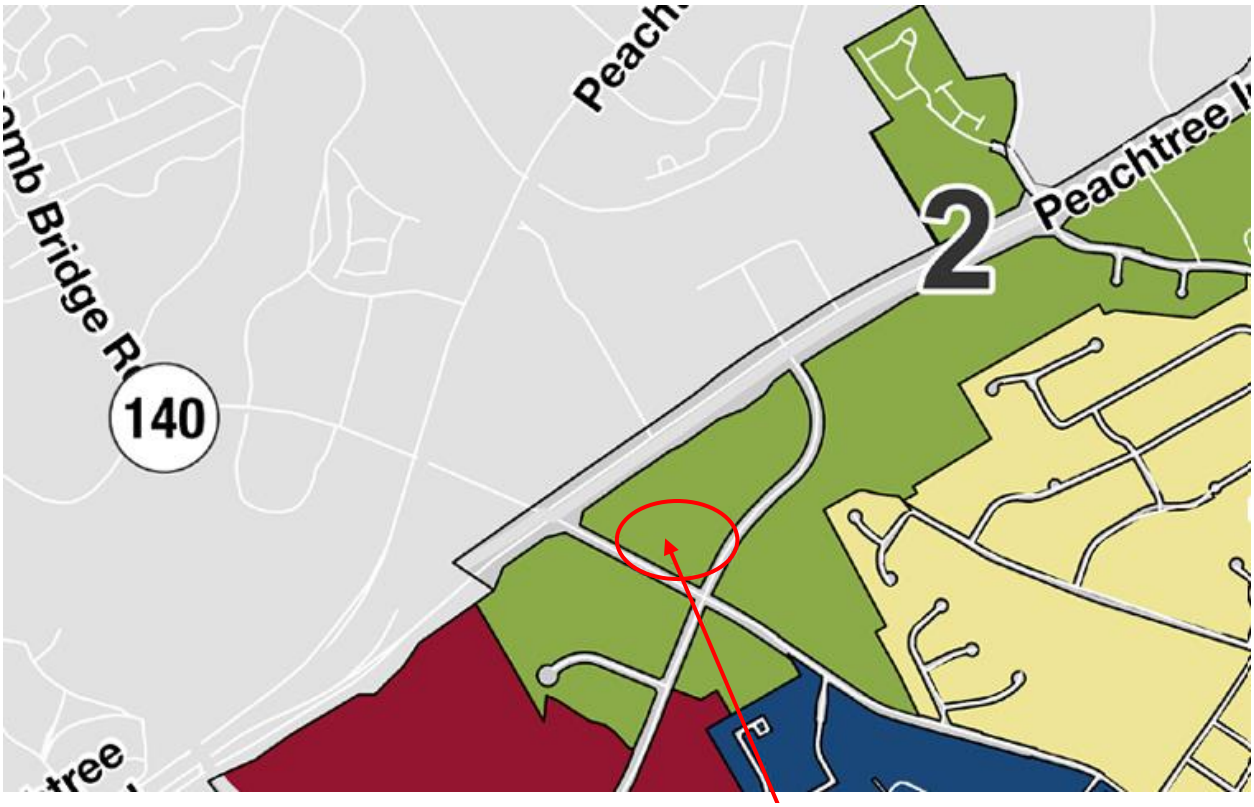
Zoning Map



Site

Attachment: SUP2024-002_StaffReport_28August2024 (24-7116 : Special Use Permit - Event Center at 3150 Holcomb Bridge Road)

Future Development Map



Medlock/Peachtree Industrial Blvd

PROPERTY INFORMATION	
Property Location	3150 Holcomb Bridge Road
Acreage:	4.04 acres
Existing Zoning / Land Use	C-2 / General Business
Proposed Zoning / Land Use	C-2 General Business with a Special Use Permit for an Event Hall
Character Area	Medlock/Peachtree Industrial Blvd
Existing Lot Dimensions:	Frontage: Approximately 559' on Holcomb Bridge Road Depth: Approximately 530'
Existing Building Dimensions:	Low Rise Office/Commercial Buildings totaling approximately 18,900 SF of gross floor area (gfa)
Topography:	High Point: Southeast corner Low Point: Northwest corner
Elevation:	High Point: 976 feet Low Point: 944 feet
Encumbrances:	N/A

Attachment: SUP2024-002_StaffReport_28August2024 (24-7116 : Special Use Permit - Event Center at 3150 Holcomb Bridge Road)

EXISTING ZONING AND LAND USE OF PROPERTIES WITHIN 500 FEET			
Location relative to subject property	**Zoning/Land use**	**Address(es)**	**Land Area (acres) (approximate)**
North	C-2 General Business	6050 And 6000 Peachtree Industrial Blvd	9 acres
East	M1 Light Industry and OI Office Institutional	5965 Peachtree Corners E	7.5 acres
South	OI Office Institutional	3169, 3091, 3081 Holcomb Bridge Rd	11.5 acres
West	C-2 General Business	6050 Peachtree Industrial Blvd	4.3 acres

Applicant's Request

The applicant, Robert Baffour, seeks to utilize Suite 102 of an existing office building located at 3150 Holcomb Bridge Road for a 4350-square foot event hall and associated offices. According to the application, the space will be used for such events as corporate meetings and dinners, wedding receptions, parties and celebrations, town hall meetings, business meetings, fundraising venues for charity events, and similar events.

The subject parcel has 226 parking spaces and although there are some other businesses on the subject parcel, the hours of the proposed event hall will likely be after the other businesses are closed for the day, creating a shared parking system that could be sufficient for an event hall.

The applicant's Impact Analysis letter included with their application states that the events will be held mostly in the evenings and on weekends, but the space will also be available for rent Monday through Friday. The applicant states that event may go until the 'early morning' like 2am, but does not specify exact times events may end. Although final occupancy loads will be determined by the Gwinnett County Fire Marshal, the applicant does not specify how many people may attend the events.

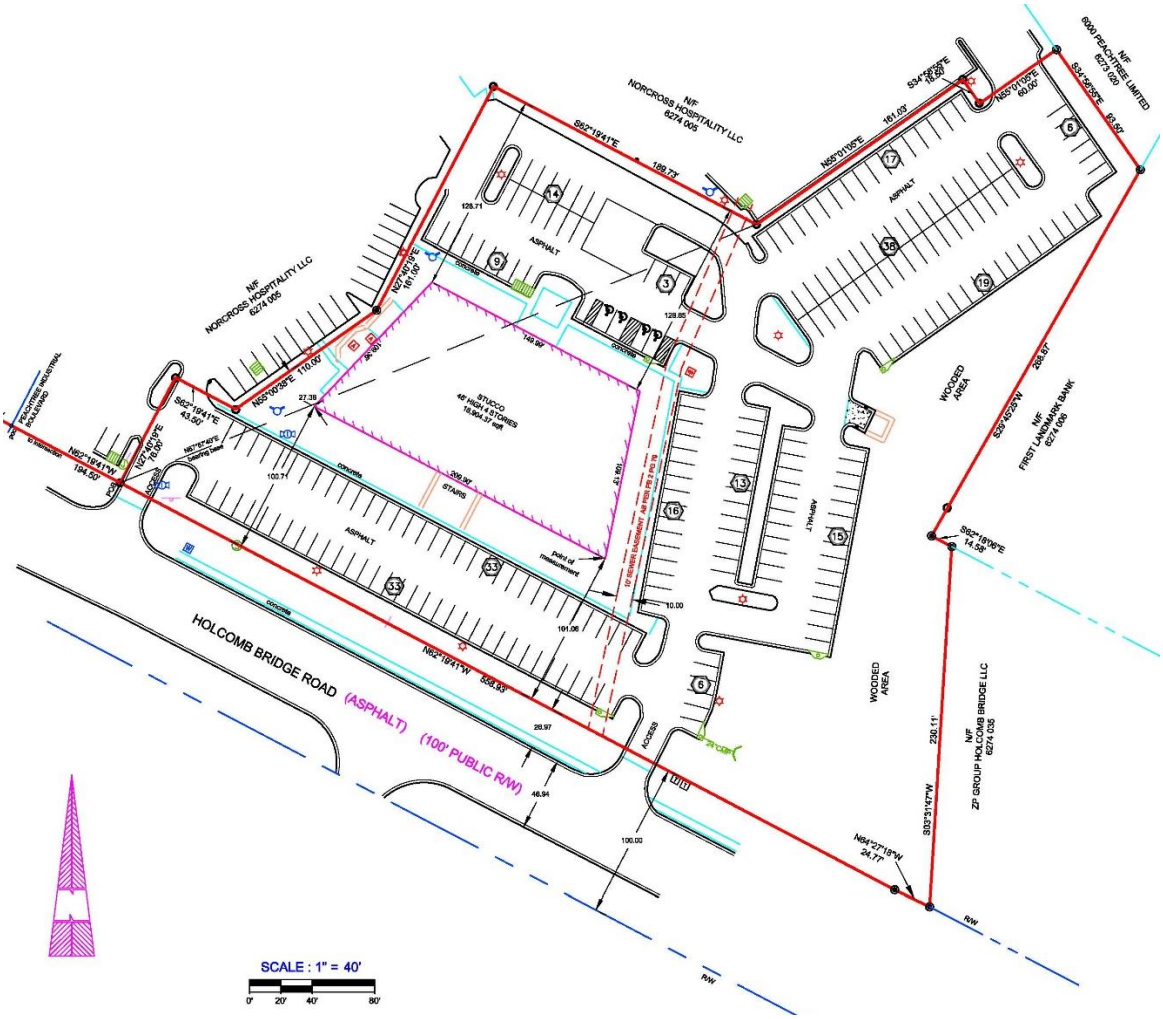
Existing Conditions

The subject property is zoned C-2 (General Business) and it is currently developed as four-story building with 226 parking spaces on 4.04 acres. Most businesses in the building are open Monday – Friday with hours that range from 8-9am to 5-7pm.

Project Description

The applicant seeks a special use permit for an event facility in the C-2 general business zoning district. A survey of the subject parcel, along with a street view of the subject building are depicted below for reference.

Attachment: SUP2024-002_StaffReport_28August2024 (24-7116 : Special Use Permit - Event Center at 3150 Holcomb Bridge Road)



Attachment: SUP2024-002_StaffReport_28August2024 (24-7116 : Special Use Permit - Event Center at 3150 Holcomb Bridge Road)

ZONING ANALYSIS

Current Zoning

The subject property is zoned C-2, General Business. Adjacent uses include a Crowne Plaza and an office park to the north and west zoned C-2. Other adjacent uses zoned OI include the Heritage Bank, The Station office park to the south. To the east of the subject parcel is the Peachtree Corners East office park, zoned M1.

Zoning Request

The C2 general business district is established to provide adequate space in appropriate locations along major streets, thoroughfares and at intersections for various types of business and service uses. These uses should include the retailing of major goods and services, general office facilities and public functions that would serve a community area of several neighborhoods. Development of uses in the district characteristically occupies a larger area than in the C1, neighborhood business district because it is intended to serve a greater population and to offer a wider range of goods and services. Orientation and expansion of this district should occur as an increase in depth at major intersections rather than as a strip-like extension along the street or thoroughfare.

2040 Comprehensive Plan Analysis

The 2040 Comprehensive Plan, the "Comp Plan", is a document that reflects the wishes of the community as acknowledged and adopted by the Mayor and Council. The Comp Plan contains four sections to determine the appropriateness of a zoning action. Those sections are: 1) Table 2.1 a matrix that depicts land uses by character area, 2) specific visions for each of the thirteen-character areas, 3) the overarching policy goals for the city, and 4) Land Use Definitions. The subject parcel falls within Character Area 2, Medlock/Peachtree Industrial Blvd.

A. Land Uses by Character Area

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

Character Area 2, Medlock/Peachtree Industrial Blvd.
Medium Density Residential
Skilled Nursing Facilities (no rehab)
Neighborhood level commercial, studio or office **(<5000 sf)**
Community level commercial or office (< 50,000 sf)
Regional level commercial or office (>50,000 sf)
Entertainment related commercial
Mixed-use (vertical)
Light industrial and warehousing
Places of assembly
Transportation, Communication, Utilities
Parks and Recreation

Attachment: SUP2024-002_StaffReport_28August2024 (24-7116 : Special Use Permit - Event Center at 3150 Holcomb Bridge Road)

B. Policy Goals

Under the policy goals the proposed special use permit meets the following criteria:

- *Policy 1-2: Redevelop and enhance existing commercial and industrial areas.*
- *Policy 2-5: Provide pleasant, accessible public gathering places.*
- *Policy 4-9: Support local entrepreneurs in building future ready businesses.*
- *Policy 6-15: Continue to support local arts and cultural events through the provision of facilities, logistics, and marketing efforts.*

C. Character Area Vision

The Medlock/Peachtree Industrial Blvd. Character Area contains several points that support the vision of area of which the following applies:

- *Encourage location of small businesses and incubators, light industry and offices*

D. Land Use Definition

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

Standards Governing the Exercise of Zoning Power

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

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

Staff is of the opinion that the request to approve a special use permit for an event hall is consistent and suitable in view of the use and development of the adjacent and nearby properties. The area surrounding the subject parcel is developed with light industrial and commercial uses that are aligned with the proposed event hall use.

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

The proposed project for an event center and associated office space is not anticipated to have any adverse effects on existing uses or usability of nearby properties. The site would have to meet parking standards and all required licensing standards in addition to occupancy limits as determined by the Gwinnett County Fire Marshal.

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

The subject property has reasonable economic use as currently zoned, and some suites are occupied, however several of the suites in the building are vacant. The property owner could rent the available space to tenants similar to those who already occupy other spaces on site.

Attachment: SUP2024-002_StaffReport_28August2024 (24-7116 : Special Use Permit - Event Center at 3150 Holcomb Bridge Road)

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

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

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

The subject site is located within the Medlock/Peachtree Industrial Blvd. Character Area, which suggests a vision for the area of a *mix of professional and institutional uses*. Both the vision and land use policies support small business locating in the character area and in particular community facilities enhancing this area, therefore, the application meets the intent of the Comprehensive Plan.

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

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

7) **Whether the policies and objectives of the comprehensive plan, particularly in relationship to the proposed site and surrounding area align and support the proposal.**

The policies and objectives of the comprehensive plan, in relationship to the proposed site and surrounding area, aligns and supports the applicant's request. The site is located more than 500' from any other event facility in the area and surrounding uses are primarily those that close in the early evening. The Crowne Plaza Hotel directly adjacent to the subject parcel does have the facilities to hold events, but that is not the property's primary use. The Comprehensive Plan outlines the vision for this area as one that includes a mix of professional uses specifically calling out community facilities as an appropriate land use. This application supports that vision.

8) **Whether the proposal has the potential for adverse impacts on the surrounding area, regarding, but not limited to traffic, storm drainage, land values and compatibility of land use activities.**

The proposed use has two existing commercial grade driveways that serve the subject site to facilitate the traffic into and out of the site, and storm drainage is already addressed as the site is already developed. Three additional driveways off of Peachtree Industrial Blvd can be used to access the subject parcel if needed. The applicant does not provide specific operating hours in the impact analysis letter, but would be subject to the Norcross Noise Ordinance. Staff does not see adverse impacts on the surrounding area.

9) **In the case of antennae and towers, the proposal will need to meet the standards listed in subsection 202)z)(5), special use permits.**

This criterion does not apply to this request and is therefore not applicable.

Attachment: SUP2024-002_StaffReport_28August2024 (24-7116 : Special Use Permit - Event Center at 3150 Holcomb Bridge Road)

Conclusion

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

Recommendation

Staff recommends **approva**l of the special use permit for an event center at this location. The applicant is reminded that a special use permit can be considered for revocation, after public notice and a public hearing by the Mayor and Council, should it be determined that there are violations of any Norcross Ordinances with respect to the operations of the business.

Attachment: SUP2024-002_StaffReport_28August2024 (24-7116 : Special Use Permit - Event Center at 3150 Holcomb Bridge Road)

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

City of Norcross

Legislation Details (With Details)

File #:	24-7123	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Special Exception – Decorative South End Water Tower with South End Logo		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Special Exception - South End Water Tower 9.11.2024
2. SE2024-001_StaffReport
3. Applicant Provided Files
4. South End Norcross Walk Thru
5. Water Tower Videos - Top and Bottom Views

Title
Special Exception – Decorative South End Water Tower with South End Logo

Drafter
Vivian Vakili

Motion
A motion to Approve/Deny a Special Exception to allow for a decorative water tower with the South End Logo on it as part of the South End development at 127 South Peachtree Street, with the following conditions:

1. **Landscaping and lighting shall be strategically utilized to deter the public from climbing posts and to illuminate the area for safety purposes.**

2. **Owner shall implement safety measures, to include posting signage, to prohibit climbing on the tower.**

3. **At the time of permitting, the applicant shall provide a structural engineer's prescriptive report ensuring the integrity of the tower and its installation. Following installation, the applicant shall provide the same structural engineer's inspection report confirming installation as prescribed and structural integrity.**

NORCROSS
a place to imagine

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

Agenda Report

To: Mayor and Council

From: Vivian Vakili, Community Development Director

Meeting Date: October 7, 2024 – Mayor and Council

Item No.: 24-7123

Title: Special Exception – Decorative South End Water Tower with South End Logo

CC: Eric Johnson, City Manager

Recommendation

Consider a request for a Special Exception to allow for a decorative water tower with the South End logo on it as part of the South End development at 127 South Peachtree Street.

Background

Applicant requests a special exception to install a decorative water tower with the South End logo on it at the South End development located at 127 South Peachtree Street. A special exception is requested because the use (decorative water tower with logo) is not currently covered by the provisions of the UDO and cannot be remedied by granting a special use permit or variance. Special exceptions can only be granted by Mayor and City Council review and approval. The zoning of the property, HX, has a height maximum of 40' for primary structures and 20' for accessory structures. The tower is proposed to be 82'-7½" tall and approximately 20' wide.

Consistent with Comprehensive Plan?

1. Continues to define Norcross' sense of place

Attachments

Staff Report
Applicant Provided Files
South End Norcross Walk Thru
Water Tower Videos - Top and Bottom Views

Next Steps

October 7th Regular Council Meeting: Vote

Meeting Date: September 16, 2024 at 6:30pm Petition Number: SE2024-001

Property Location: 127 South Peachtree Street

Tax Parcel ID: 6243 048

Petitioner: David Gay

Petitioner's Request: Requesting a special exception to construct a decorative water tower with the South End logo on it.

Vicinity Map:

PROPERTY INFORMATION	
Property Location	127 South Peachtree Street
Acreage	1.3
Existing Zoning/Land Use	HX
Character Area	7 Town Center
Existing Lot Dimensions	Frontage: 145' on S Peachtree Street Depth: 439' at its deepest
Proposed Building Dimensions	Approximately 82' 7.5" tall, approx. 20' wide decorative water tower
Topography	High Point: Front Low Point: Rear
Elevation	High Point: 1054 Low Point: 1026
Encumbrances:	The proposed location of the water tower is in the Local Historic District.

Attachment: SE2024-001_StaffReport (24-7123 : Special Exception – Decorative South End Water Tower with South End Logo)

EXISTING ZONING AND LAND USE OF PROPERTIES WITHIN 500 FEET			
Location relative to subject property	**Zoning/Land Use**	**Address(es)**	**Land Area (acres) (Approximate)**
North	HX	21 Holcomb Bridge Rd 108 Holcomb Bridge Rd	0.49 0.41
South	HX	173 South Peachtree St	1.66 AC
East	BH	131 Magnolia St	0.41 AC
West	R100	170 Thrasher St	0.31 AC

Project Description:

The applicant is seeking a special exception to construct an 82'-7 ½" tall decorative water tower with the South End logo on it at the South End Development at 127 S. Peachtree Street.

Sec. 103-10 – 103.11

A special exception "provides a mechanism when, owing to special conditions, the strict application of the UDO would impose on a landowner exceptional and undue hardship that can be mitigated without conferring on the applicant special privilege. A special exception differs from a variance in that it involves a request for a land use, site configuration, or construction method that is not currently covered by the provisions of the UDO and cannot be remedied by the granting of a special use permit or variance."

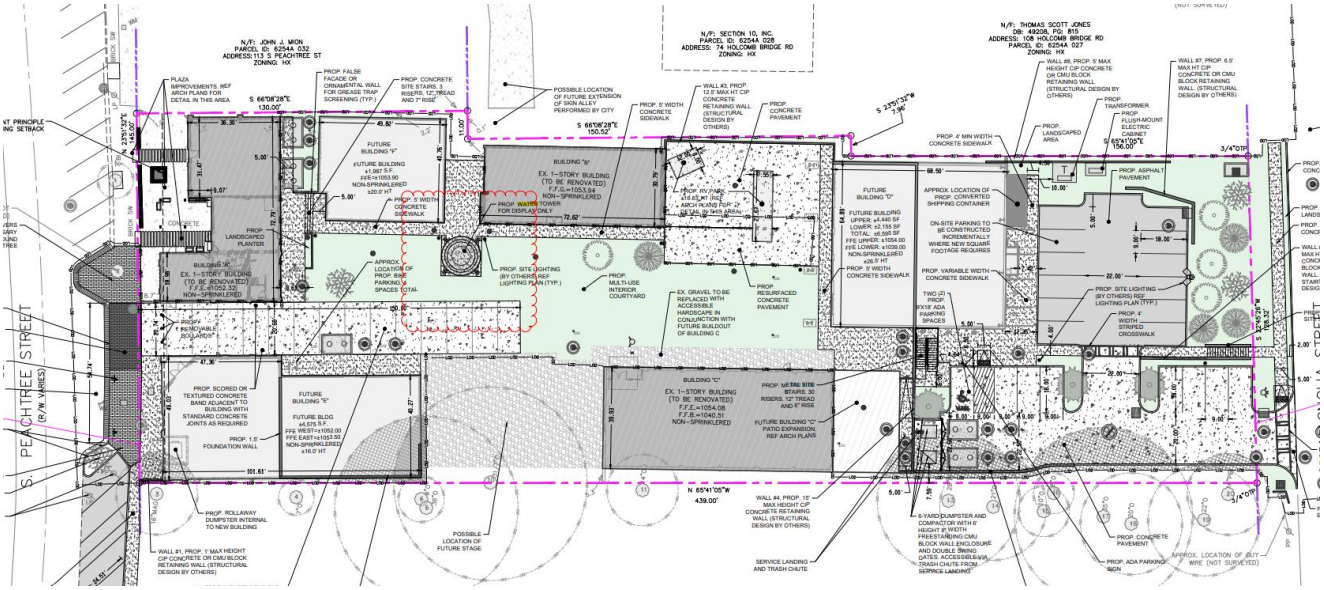
The applicant is proposing to construct a water tower as a decorative feature of the site with the South End logo on it. The tower is proposed to be 82' -7 ½" tall and approximately 20' wide.

Because this is not a use outlined in the city's Unified Development Ordinance, the applicant must obtain a special exception from Mayor and City Council.

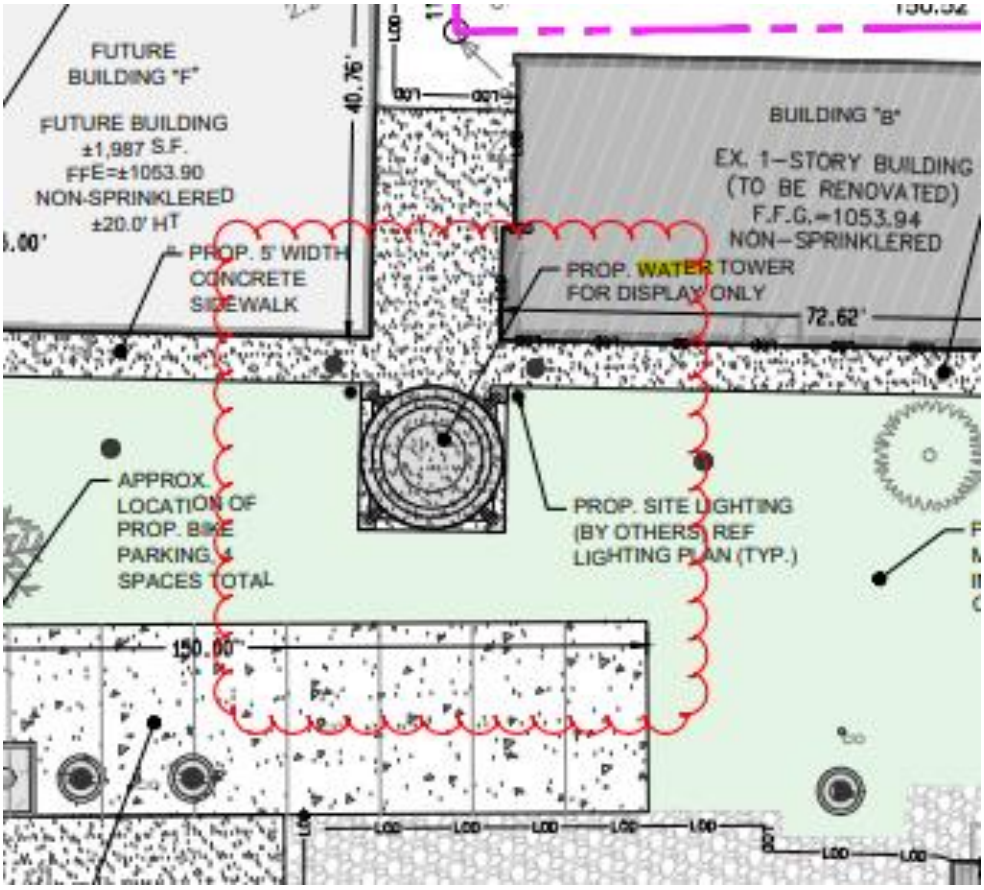
Existing Conditions:

The property is currently developed with three buildings. One of the buildings fronts South Peachtree Street and houses Refuge Coffee, Butter & Cream, and several other commercial businesses. The other two buildings are set farther back on the parcel and will be renovated according to the site plan included with this application.

Proposed Site Plan:

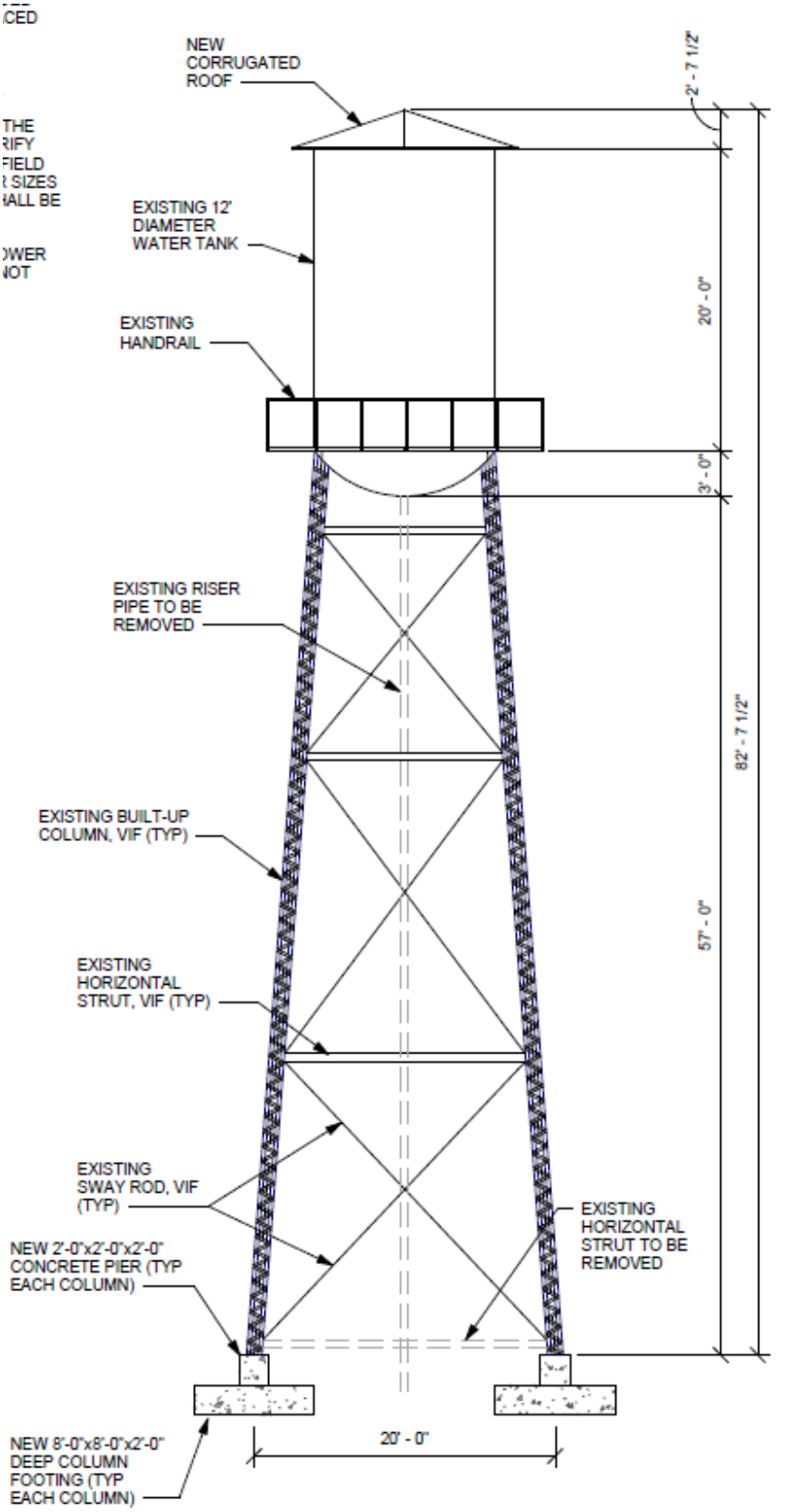


Enlarged View Showing Location of Proposed Water Tower:



Attachment: SE2024-001_StaffReport (24-7123 : Special Exception – Decorative South End Water Tower with South End Logo)

Water Tower Elevation Provided By Applicant



Attachment: SE2024-001_StaffReport (24-7123 : Special Exception – Decorative South End Water Tower with South End Logo)

Logo

The applicant has stated that they are planning to use this logo (or something similar) on the tower tank itself.

SOUTH END

Zoning Analysis:

The Unified Development Ordinance (UDO) was adopted in 2019 and states in Article I Mixed-Use and Commercial Districts, Sec. 201-19 HX historic mixed-use that the HX district is *established to provide for a variety of retail, service, office, public and semi-public uses, with the inclusion of limited residential uses, in a pedestrian-friendly environment to promote live-work and mixed-use opportunities.*

Section 103-11 states that a special exception *provides a mechanism when, owing to special conditions, the strict application of the UDO would impose on a landowner exceptional and undue hardship that can be mitigated without conferring on the applicant special privilege. A special exception differs from a variance in that it involves a request for a land use, site configuration, or construction method that is not currently covered by the provisions of the UDO and cannot be remedied by the granting of a special use permit or variance*.

The subject property is currently being redeveloped (see site plan shown previously) as a mixed-use development with a proposed stage, restaurants, and a central gathering space. The proposed water tower is being included as an aesthetic addition with the South End logo on it.

This proposed development is aligned with the purpose of the HX District in that it is providing a mixed-use opportunity with public gathering space, and a relocated, empty water tower that promotes the history of Norcross promotes that goal as well.

The subject parcel abuts two other HX-zoned parcels on the north and south property lines, and a BH-zoned parcel to the rear. Across the railroad tracks and street are properties zoned R100, developed with single-family homes.

Special Exception Criteria:

Please see below for the staff interpretation of the special exception criteria.

1. **Whether there are extraordinary and exceptional conditions pertaining to the particular property in question because of its size, shape or topography.**

   There are no extraordinary and exceptional conditions pertaining to the subject property.

2. **Whether the application of the UDO to this particular piece of property would create unnecessary hardship.**

   The UDO does not address decorative water towers. The UDO does however provide the special exception application and review process for uses such as this that are not in the UDO. Therefore, the application of the UDO to this piece of property does not create unnecessary hardship.

3. **Whether such conditions are peculiar to the particular piece of property involved.**

   Conditions of this property concerning the decorative water tower are not peculiar to this piece of property. However, the water tower is a nod to Norcross' past, and this redevelopment project is in a unique position to feature it.

4. **Whether such conditions are the result of any actions of the property owner.**

   The existing conditions on the subject parcel are not a result of actions by the property owner.

5. **Whether the requested relief, if granted, would cause substantial detriment to the public good or impair the purpose and intent of the UDO.**

   The requested relief, if granted, is not anticipated to be of substantial detriment to the public good or impair the purpose and intent of the UDO.

<u>Recommendation:</u>

Staff does not have a recommendation on this application. If approved however, staff recommends the following conditions:

1. Landscaping and lighting shall be strategically utilized to deter the public from climbing posts and to illuminate the area for safety purposes.
2. Owner shall implement safety measures, to include posting signage, to prohibit climbing on the tower.

Attachment: SE2024-001_StaffReport (24-7123 : Special Exception – Decorative South End Water Tower with South End Logo)

3. At time of permitting, applicant shall provide a structural engineer's prescriptive report ensuring the integrity of the tower and its installation as well as its fall zone at 105% of its height. Following installation, applicant shall provide same structural engineer's inspection report confirming installation as prescribed and structural integrity.

Attachment: SE2024-001_StaffReport (24-7123 : Special Exception – Decorative South End Water Tower with South End Logo)

SOUTH END

new build

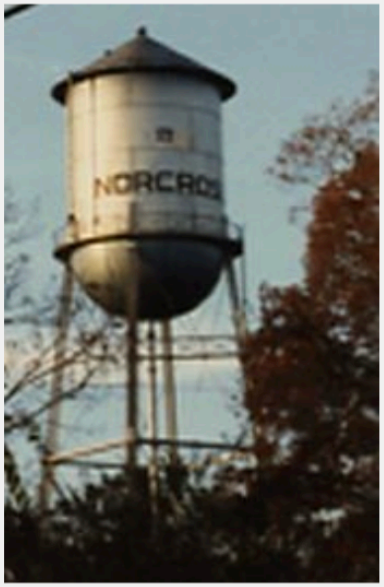
existing structure

site plan.

Attachment: Applicant Provided Files (24-7123 : Special Exception – Decorative South End Water Tower

WATER TOWER

- Former Norcross Water Tower
- On Sunset St
- Circa 1930



- South End Water Tower
- From Newnan, GA
- Circa 1940

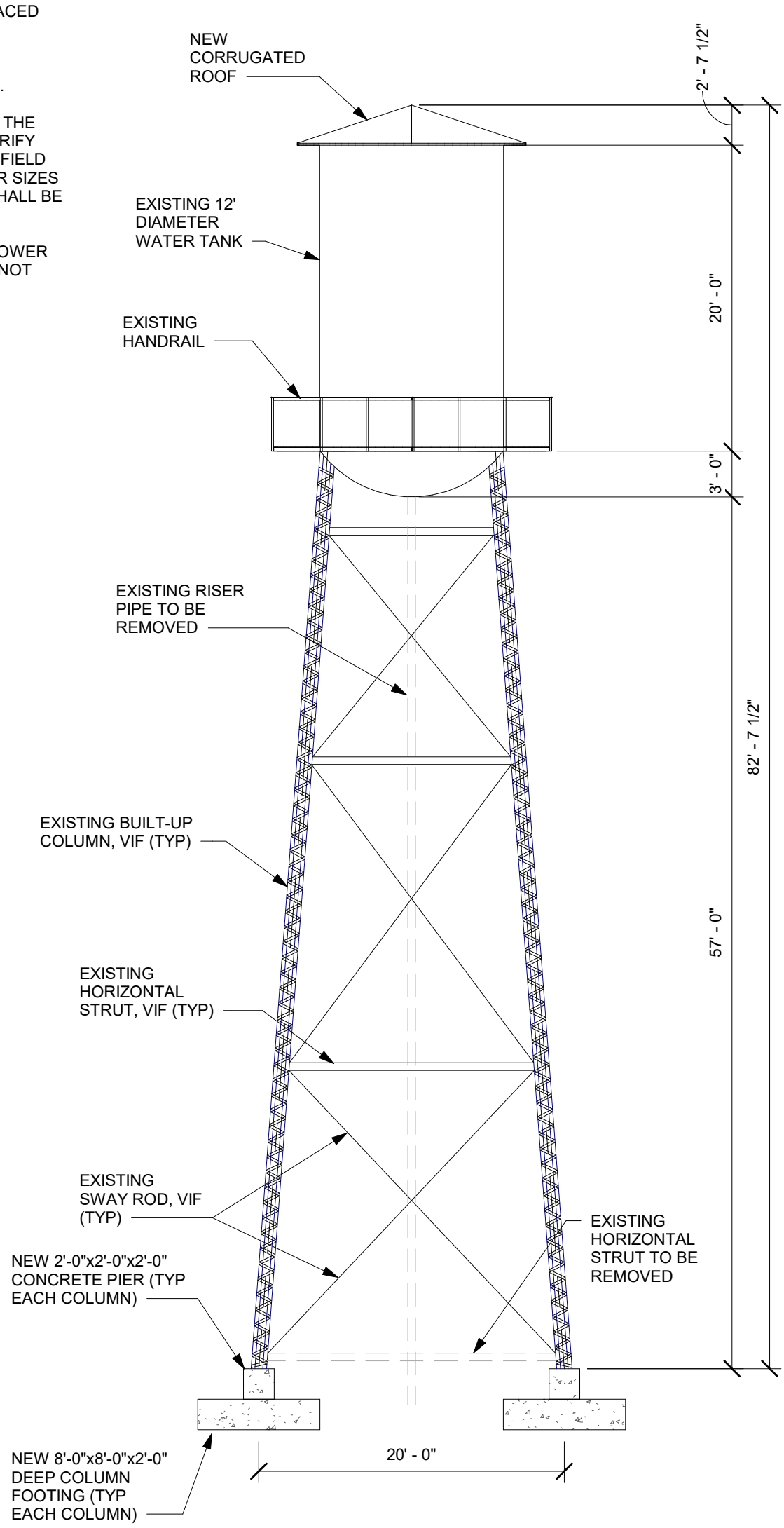
Attachment: Applicant Provided Files (24-7123 : Special Exception – Decorative South End Water Tower

NOTE:

1. CONTRACTOR TO VERIFY CONDITION OF ALL MEMBERS. ALL DAMAGED MEMBERS SHOULD BE REPLACED LIKE FOR LIKE.

2. ALL DIMENSION SHOWN ARE APPROXIMATE VALUES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR MAPPING THE EXISTING STRUCTURE TO VERIFY ALL DIMENSION SHOWN. ALL FIELD MESUREMENTS AND MEMBER SIZES OBTAINED FROM MAPPING SHALL BE PROVIDED TO THE OWNER.

3. CONTRACTOR TO REMOVE LOWER VERTICAL BAY. (LOWER BAY NOT SHOWN IN ELEVATION VIEW)



PRELIMINARY
NOT FOR CONSTRUCTION

Strive Engineering Group, Inc.
6330 Amherst Ct, Ste 220
Norcross, Georgia 30092
(614) 702-1674
www.striveeng.com

NORCROSS WATER TOWER MODIFICATION

NORCROSS, GEORGIA

WATER TOWER ELEVATION

Project number: 3DPM2405001
Date: 05/ 22 /2024
Drawn by: MR
Checked by: BH

SK-01

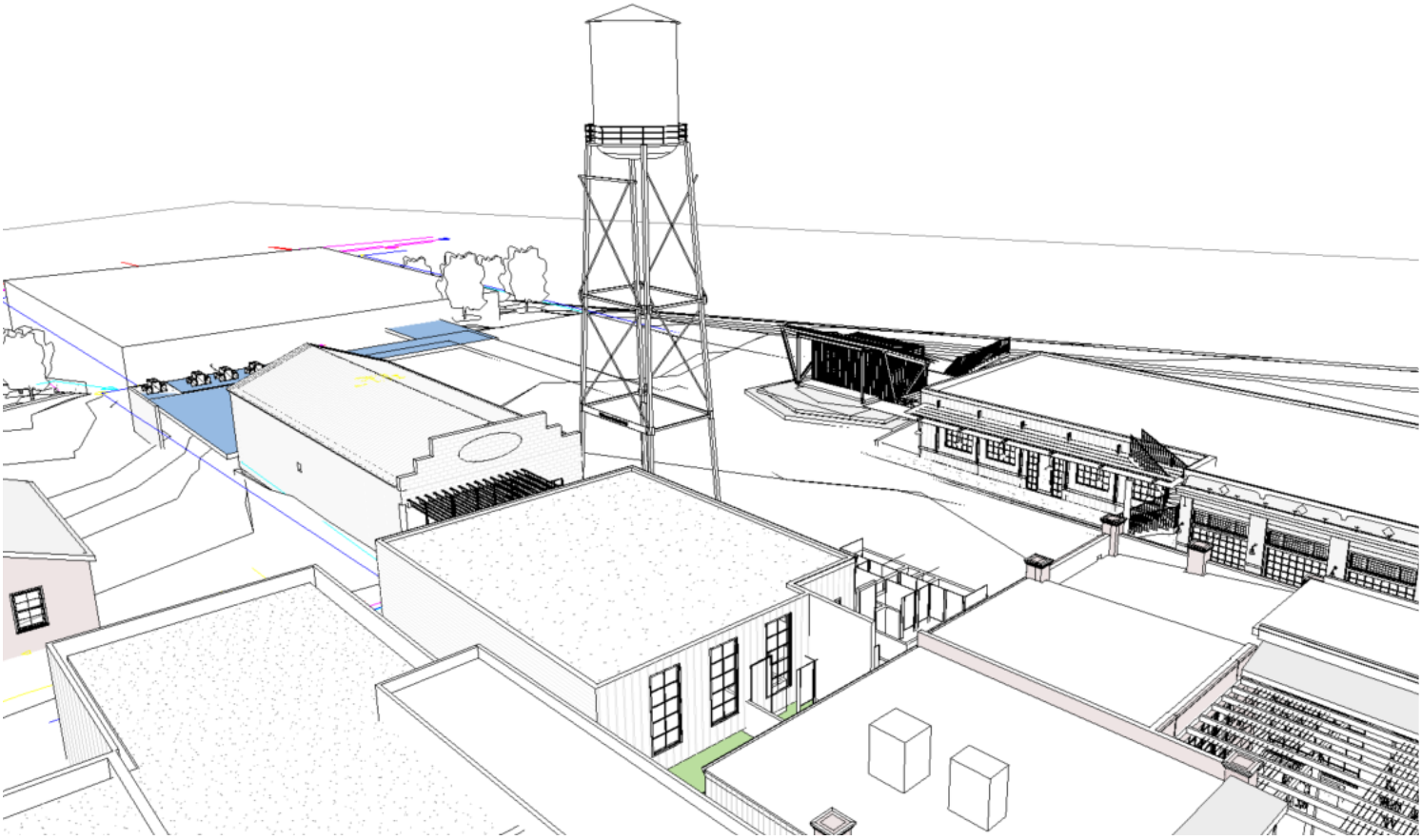
Scale: 1/8" = 1'-0"

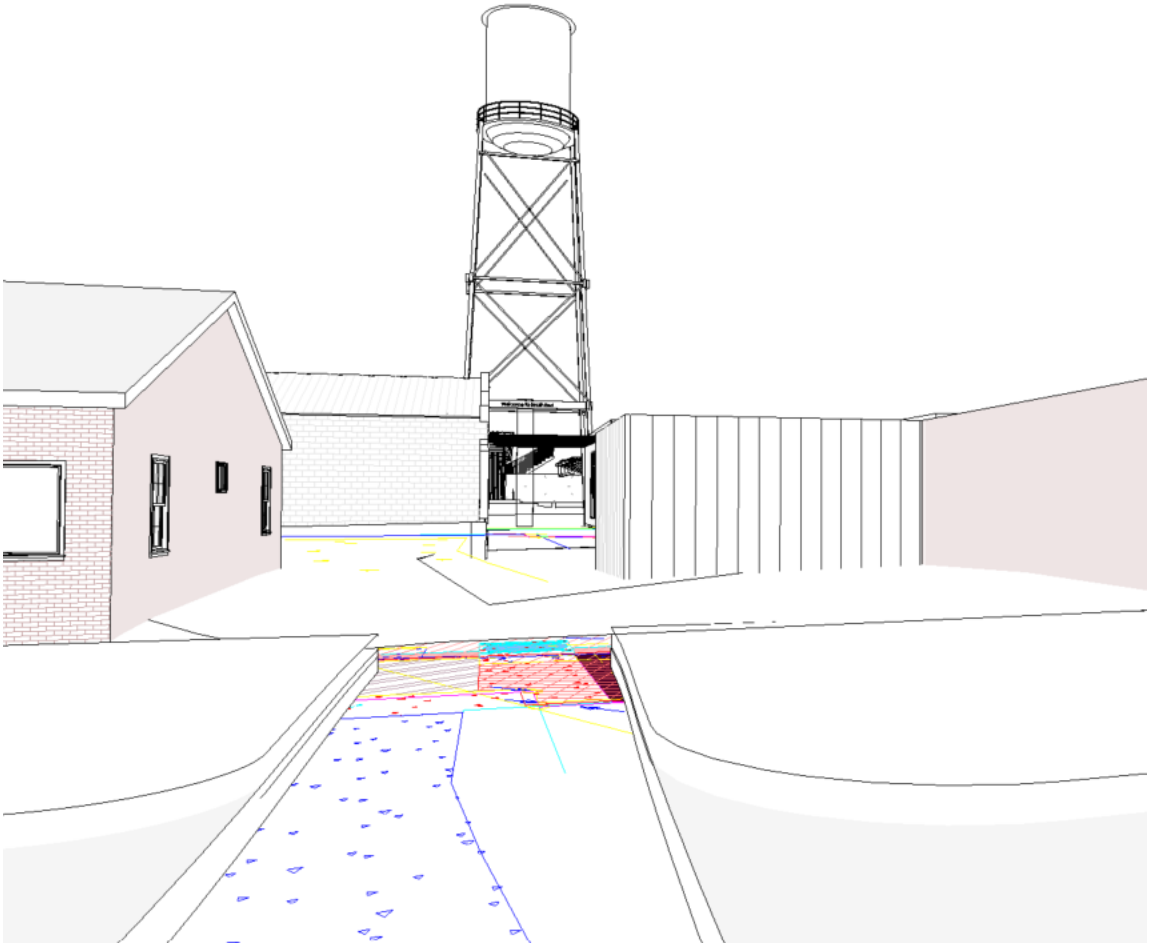
No.	Description	Date

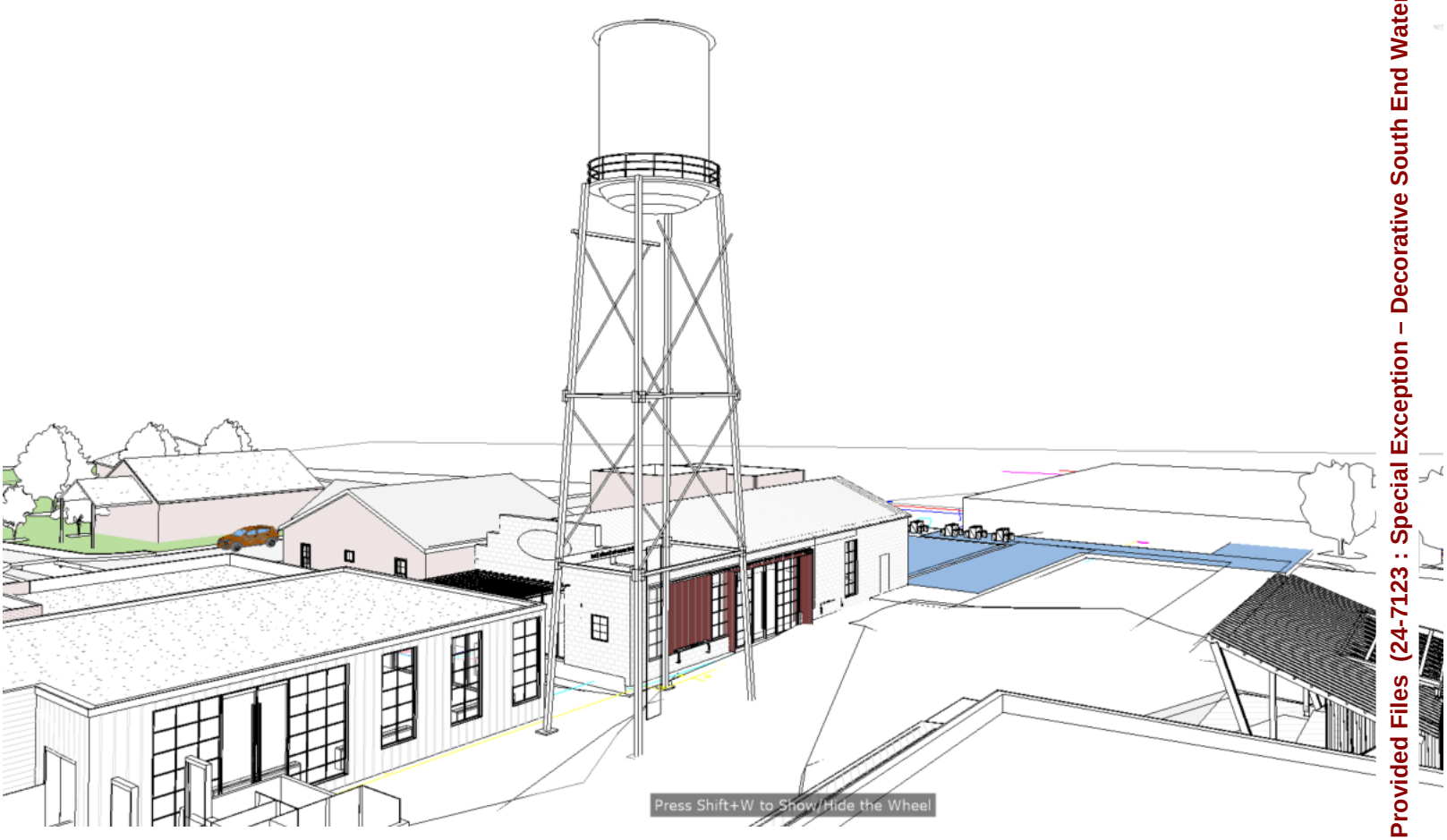
5/22/2024 12:12:51 PM

Attachment: Applicant Provided Files (24-7123 : Special Exception – Decorative South End Water Tower with South End Logo)

Attachment: Applicant Provided Files (24-7123 : Special Exception – Decorative South End Water Tower with South End Logo)







Attachment: Applicant Provided Files (24-7123 : Special Exception – Decorative South End Water Tower with South End Logo)

Attachment: Applicant Provided Files (24-7123 : Special Exception – Decorative South End Water Tower

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

City of Norcross

Legislation Details (With Details)

File #:	24-7142	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 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 candidate and term as presented:

<u>Norcross Public Arts Commission</u>

Robert Forro **12/1/2026**

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

City of Norcross

Legislation Details (With Details)

File #:	24-7143	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Board Appointment - Parks, Green Spaces, and Trails Commission		
Sponsors:			
Code Sections:			

Title
Board Appointment - Parks, Green Spaces, and Trails Commission

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

<u>Parks, Green Spaces, and Trails Commission</u>

Jon Davis **12/01/2026**

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

City of Norcross

Legislation Details (With Details)

File #:	24-7105	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Approval of Elevation/Exterior Design of Norcross Public Safety Building		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report Approval of Elevation Exterior Design of Norcross Public Safety Building
2. Exterior Material Board Revised 11x17
3. 2024-09-04- Elevation Sketches
4. 2024-09-12- Elevation Sketches

Title
Approval of Elevation/Exterior Design of Norcross Public Safety Building

Drafter
Eric Johnson

Motion
A motion to Approve/Deny the attached Elevation/Exterior Design of the Norcross Public Safety Building as presented.

NORCROSS
a place to imagine

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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: October 7, 2024 – Mayor and Council

Item No.: 24-7105

Title: Approval of Elevation/Exterior Design of Norcross Public Safety Building

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Recommendation Approve the Elevation/Exterior Design of the Norcross Public Safety Building.

Background On August 19th, 2024, an update was presented at the Policy Work Session on the Public Safety Building design following review by the Architectural Review Committee (ARC). Councilmembers offered suggestions on potential changes to the elevation visible on the Buford Highway side of the building. Specific concerns included on the switchback approach to a sidewalk for pedestrians to access the building from Buford Highway, the plain appearance and high windows on the side of the courtroom, and the general appearance of the building from Buford Highway. Suggestions included the use of an elevator, possibly extending the building's exterior appearance downward, and landscaping needs.

The design team, working with City staff, has proposed changes to address the issues. The switchback sidewalk has been replaced with a redesign of the stairs and the addition of an external elevator, the high windows along the courtroom have been removed, brick detail has been added along the Buford Highway elevation tying the courtroom area to the public space at the front of the building, and landscaping has been enhanced – modeled on the City's landscaping along Buford Highway next to the new Norcross Library. Rock removal to provide a false basement wall to the building was cost-prohibitive and led to the enhanced use of landscaping.

During the August 19th discussion, it was apparent that while the process did not anticipate formal Council approval of the exterior design, the Council's preference is to do so.

New sketches were distributed previously to Council and are attached to this report. Staff and representatives of Croft, the firm designing the structure, will be available to discuss the proposed changes. The changes do raise the potential cost due to the elevator and added brickwork and landscaping. Staff and contractors continue to pursue options and alternatives to control overall project costs.

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

Attachment: Agenda Report Approval of Elevation Exterior Design of Norcross Public Safety Building (24-7105 : The Approval of

Approval is requested through this Special Called Meeting to add the formal approval by Council to a timeline that had not anticipated this step, and in order to prevent delay that could result in added costs.

It is staff's intent to hold an informal town hall meeting following the final design changes to allow the public to see the newest sketches and materials planned for the project that reflect the Council-approved updates.

Financial Impact: Final changes to the design and materials will be factored into a Guaranteed Maximum Price. To date, the City has expended about $2 million on this project, including the purchase of properties adjacent to the former library site the City-owned. Projected future costs could amount to $26.5 - $27.0 million. Funding for this project will come from several sources: More than $6.5 million from the Confiscated Assets Fund, up to $5.5 million from Urban Redevelopment Authority short-term financing, more than $1.5 million from the 2023 SPLOST, potential one-time contributions from the General Fund and from the Electric Fund (for demonstration elements related energy conservation), and the balance of funding from the issuance of long-term financing pledging revenue from the Confiscated Assets Fund or other available revenue.

Consistent with Comprehensive Plan? Goal 6 - Furthers the City's Tradition of Strong Leadership and High Level of Quality Services.

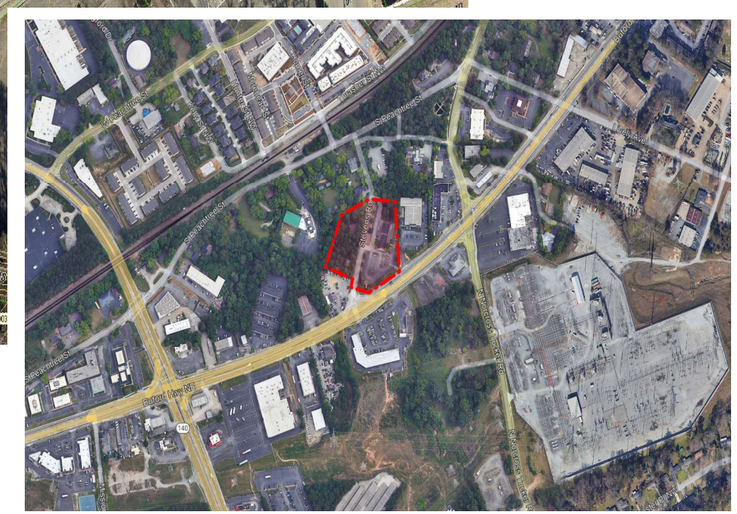
Next Steps On completion of design, the City will obtain a guaranteed maximum price from the selected contractor, Reeves Young.

Attachments

Exterior Material Board Revised 11x17

2024-09-04- Elevation Sketches

2024-09-12- Elevation Sketches



NORCROSS PUBLIC SAFETY BUILDING
NORCROSS, GEORGIA

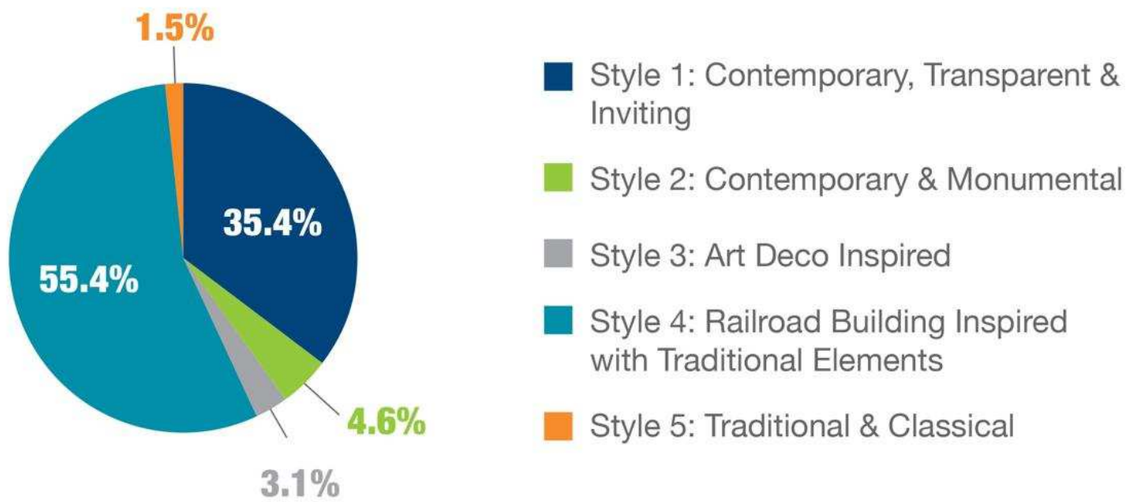
ARCHITECTURAL REVIEW BOARD 7-24-2024

SITE LOCATION MAP

CROFT

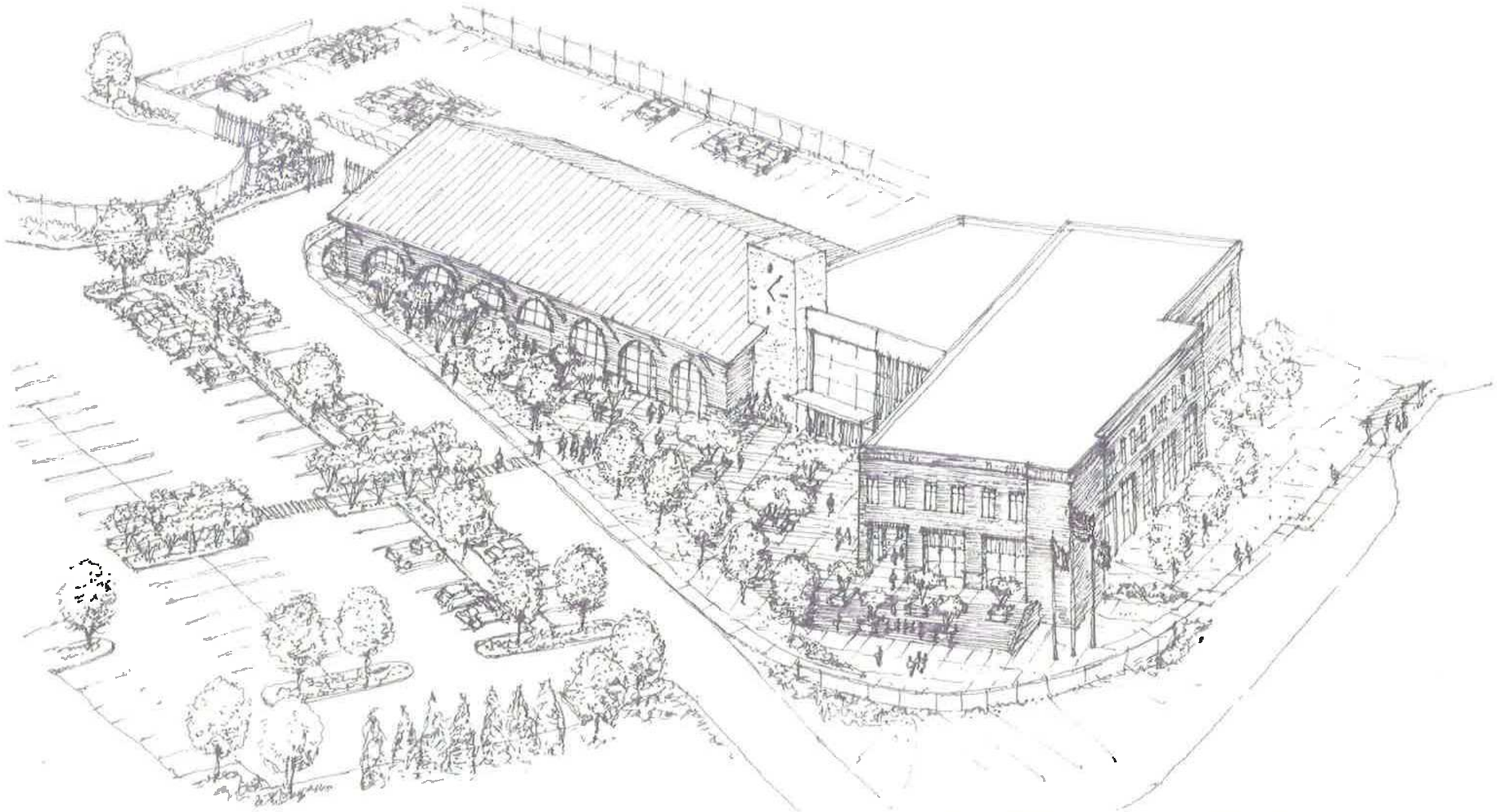
Attachment: Exterior Material Board Revised 11x17 (24-7105 : The Approval of Elevation/Exterior Design of Norcross Public Safety Building)

Town Hall #1 Voting Results



Board 4 – Railroad Building Inspired W/ Traditional Elements 55%

Board 1 – Contemporary, Transparent, & Inviting 35%



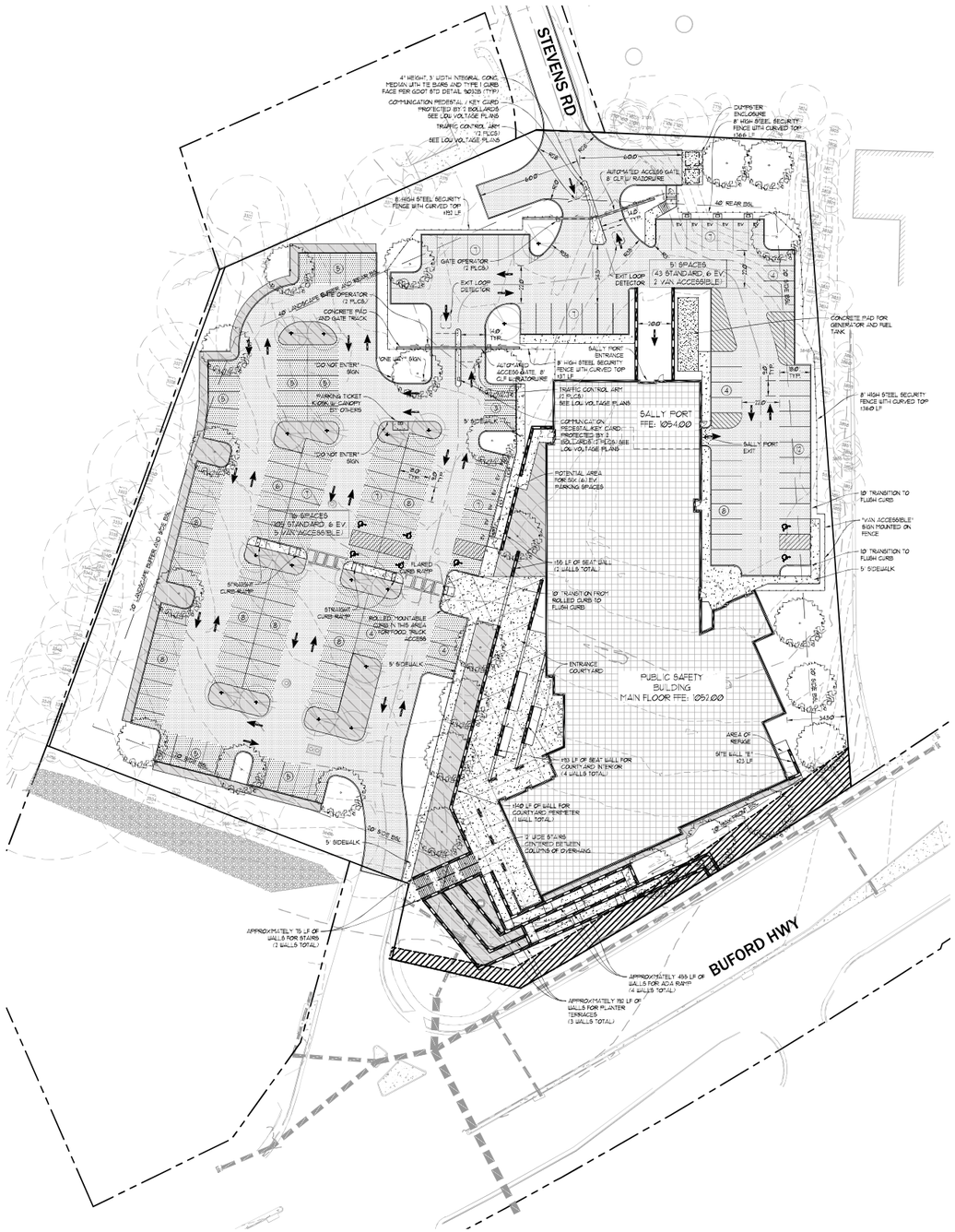
NORCROSS PUBLIC SAFETY BUILDING
NORCROSS, GEORGIA

ARCHITECTURAL REVIEW BOARD 7-24-2024

CONCEPT SKETCH RENDERING

CROFT

Attachment: Exterior Material Board Revised 11x17 (24-7105 : The Approval of Elevation/Exterior Design of Norcross Public Safety Building)



GRAPHIC SCALE & ORIENTATION

SCALE: 1"=30'-0"

PLANT SCHEDULE							
	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	CONDITION	SPACING	REMARKS
TREES	NYSSA SYLVATICA 'GREEN GABLE'	BLACKGUM	17	4" CAL.	B&B	SEE PLAN	FULL HEAD, SPECIMEN, STRONG CENTRAL LEADER
	QUERCUS PHELLOS 'HIGHTOWER'	WILLOW OAK	25	4" CAL.	B&B	SEE PLAN	FULL HEAD, SPECIMEN, STRONG CENTRAL LEADER

BREEDLOVE LAND PLANNING
Landscape Architects ◆ Civil Engineers
15 Simpson Street, NW, Atlanta, GA 30308
P: 770-483-1173 ◆ www.landplanning.net

NORCROSS PUBLIC SAFETY BUILDING
NORCROSS, GEORGIA

ARCHITECTURAL REVIEW BOARD 7-24-2024

LANDSCAPE PLAN - DETAIL

CROFT

Attachment: Exterior Material Board Revised 11x17 (24-7105 : The Approval of Elevation/Exterior Design of Norcross Public Safety Building)

NORCROSS PUBLIC SAFETY BUILDING
NORCROSS, GEORGIA

ARCHITECTURAL REVIEW BOARD 7-24-2024
SCHEMATIC SKETCH ELEVATION RENDERINGS

CROFT

Attachment: Exterior Material Board Revised 11x17 (24-7105 : The Approval of Elevation/Exterior Design of Norcross Public Safety Building)

NORCROSS PUBLIC SAFETY BUILDING
NORCROSS, GEORGIA

ARCHITECTURAL REVIEW BOARD 7-24-2024
3D DESIGN DEVELOPMENT BUILDING MODEL

CROFT

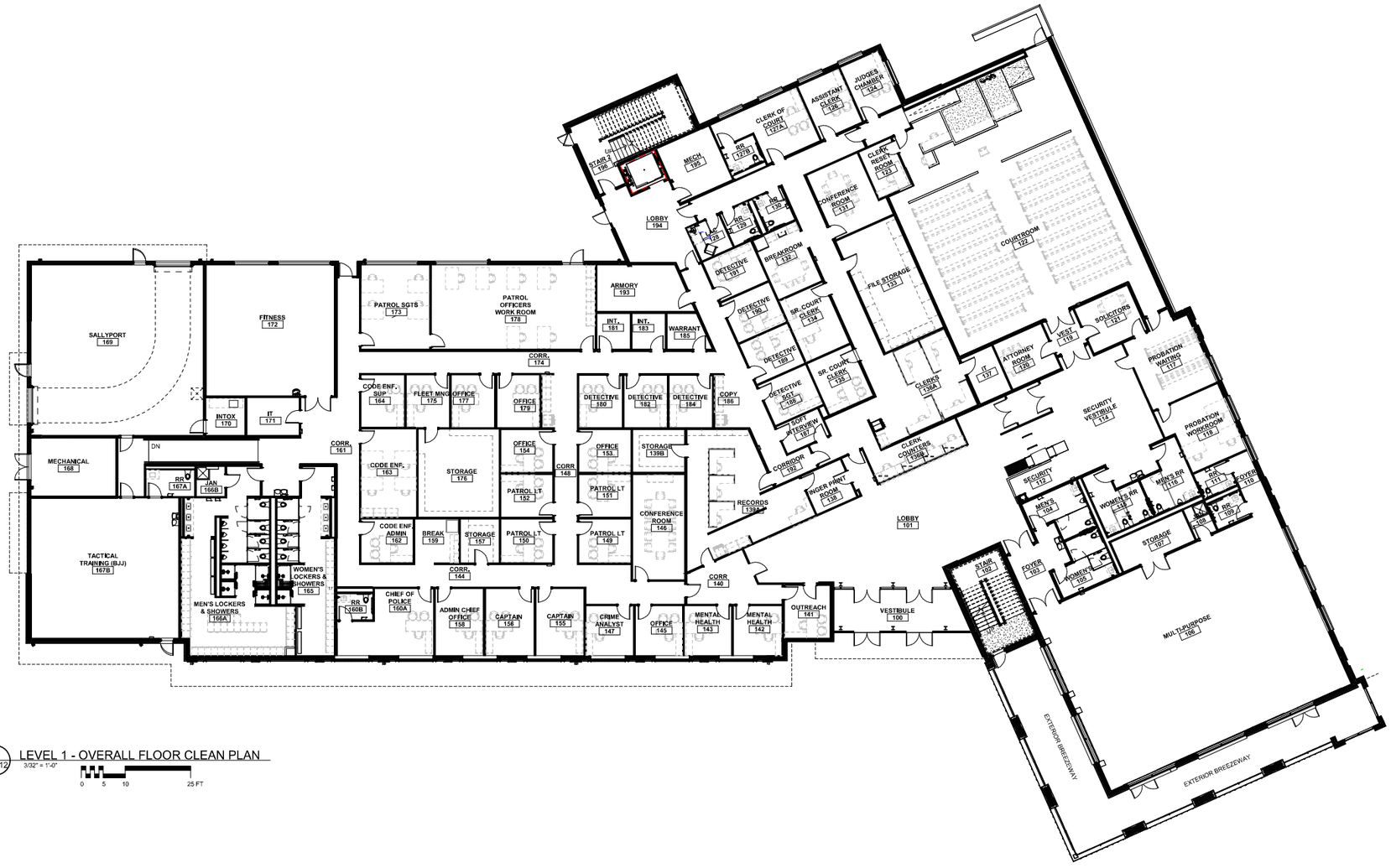
Attachment: Exterior Material Board Revised 11x17 (24-7105 : The Approval of Elevation/Exterior Design of Norcross Public Safety Building)

NORCROSS PUBLIC SAFETY BUILDING
NORCROSS, GEORGIA

ARCHITECTURAL REVIEW BOARD 7-24-2024
3D DESIGN DEVELOPMENT BUILDING MODEL

CROFT

Attachment: Exterior Material Board Revised 11x17 (24-7105 : The Approval of Elevation/Exterior Design of Norcross Public Safety Building)



PLAN NORTH

1 SD112 LEVEL 1 - OVERALL FLOOR CLEAN PLAN

3/32" = 1'-0"

0 5 10 25 FT

NORCROSS PUBLIC SAFETY BUILDING
NORCROSS, GEORGIA

ARCHITECTURAL REVIEW BOARD 7-24-2024

LEVEL 1 FLOOR PLAN

CROFT

Attachment: Exterior Material Board Revised 11x17 (24-7105 : The Approval of Elevation/Exterior Design of Norcross Public Safety Building)

PLAN NORTH

1 SD113 LEVEL 2 - OVERALL FLOOR CLEAN PLAN

3/32" = 1'-0"

0 5 10 25 FT

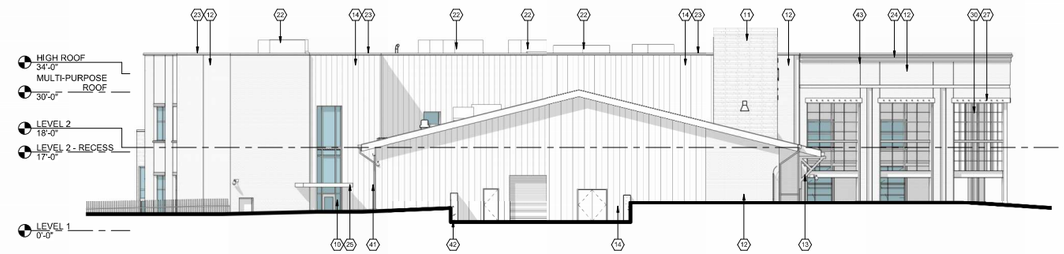
NORCROSS PUBLIC SAFETY BUILDING
NORCROSS, GEORGIA

ARCHITECTURAL REVIEW BOARD 7-24-2024

LEVEL 2 FLOOR PLAN

CROFT

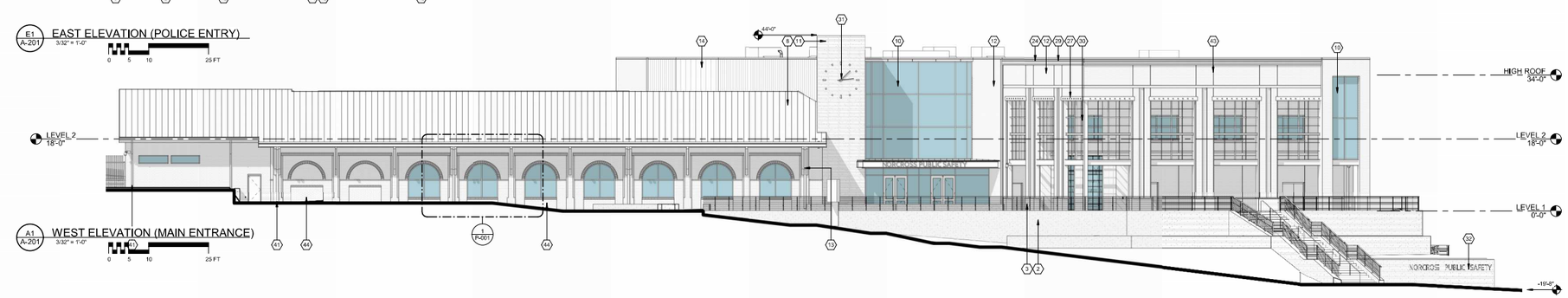
Attachment: Exterior Material Board Revised 11x17 (24-7105 : The Approval of Elevation/Exterior Design of Norcross Public Safety Building)



M1 A-201 NORTH ELEVATION (SALLYPORT)
3/32" = 1'-0"
0 5 10 25 FT

K1 A-201 SOUTH ELEVATION (BUFORD)
3/32" = 1'-0"
0 5 10 25 FT

E1 A-201 EAST ELEVATION (POLICE ENTRY)
3/32" = 1'-0"
0 5 10 25 FT



A1 A-201 WEST ELEVATION (MAIN ENTRANCE)
3/32" = 1'-0"
0 5 10 25 FT

(X)	ARCHITECTURAL SHEET NOTES LEGEND
TAG #	TAG DESCRIPTION
2	BOARD-FORMED POURED IN PLACE CONCRETE SITE WALLS. SEE CIVIL AND STRUCTURAL FOR PLACEMENT AND REINFORCEMENT.
3	EXTERIOR FLAT BAR CABLE RAILING SYSTEM, POWDER COAT BLACK W/ CORE MOUNT POSTS. BASIS OF DESIGN KOTO FLATBAR BY HCI RAILINGS.
8	STANDING SEAM METAL ROOF SYSTEM. BASIS OF DESIGN: MBCI 1-3/4" LOKSEAM SNAP LOCK PANEL WITH STRIATIONS. COLOR: PATINA GREEN.
10	CURTAIN WALL SYSTEM WITH INSULATED GLAZING.BASIS OF DESIGN KAWNEER 1600UT DARK BRONZE.
11	ADHERED STONE MASONRY VENEER. BASIS OF DESIGN: NORSTONE PLANC PLATINUM.
12	BRICK MASONRY VENEER. BASIS OF DESIGN TRIANGLE BRICK NORTHAMPTON BROWN.
13	8" SQ STEEL TUBE EAVE BRACKET. PAINTED BLACK.
14	METAL PANEL. BASIS OF DESIGN: CENTRIAL CONCEPT SERIES CS-660 VERTICAL IN COLOR SLATE GRAY.
15	METAL SUN SCREEN ELEMENT.
22	MECHANICAL EQUIPMENT. SEE MECHANICAL.
23	PREFINISHED METAL COPING.
24	BRICK CORNICE.
25	PREFABRICATED METAL CANOPY.
27	DECORATIVE STEEL, LINTEL WITH EXPOSED FASTENER HEADS. PAINTED FLAT BLACK.
28	ALUMINUM STOREFRONT SYSTEM. BASIS OF DESIGN KAWNEER
29	PREFINISHED METAL COPING.
30	DECORATIVE STEEL FRAME. PAINTED FLAT BLACK.
31	EXTERIOR TOWER CLOCK. BASIS OF DESIGN LUMICHRON COMMERCIAL CLOCKS. SKELETAL TYPE 1 WITH STRAIGHT BLOCK HANDS. SEE ELECTRICAL FOR POWER REQUIREMENTS. 9'-0" DIAMETER
32	16" SANS SERIF PIN MOUNTED ALUMINUM CHANNEL LETTERS. 1" DEEP. COLOR TBD.
41	PREFINISHED ALUMINUM DOWNSPOUT.
42	RETAINING WALL.
43	BRICK CONTROL JOINT.
44	BRICK IN HERRINGBONE PATTERN. BASIS OF DESIGN TRIANGLE BRICK NORTHAMPTON BROWN.
45	MASONRY CONTROL JOINT.

NORCROSS PUBLIC SAFETY BUILDING
NORCROSS, GEORGIA

ARCHITECTURAL REVIEW BOARD 7-24-2024

ELEVATIONS

CROFT

Attachment: Exterior Material Board Revised 11x17 (24-7105 : The Approval of Elevation/Exterior Design of Norcross Public Safety Building)

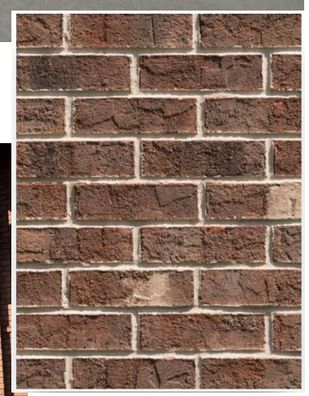
INSPIRATION REFERENCE -
HISTORIC RAIL BUILDING

NORSTONE USA
PLATINUM STONE PLANC

KAWNEER - SECTION AT MULLION AND MUNTIN
1600UT SYSTEM 2 CURTAIN WALL
DARK BRONZE W/
INSULATED GLAZING

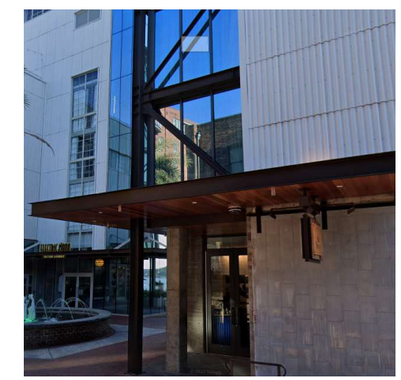
NATURAL PATINA**
MBCI 2" BATTEN LOCK STANDING SEAM
PVDF LOW GLOSS

WELDED TUBE STEEL
EAVE BRACKETS
- PAINTED BLACK



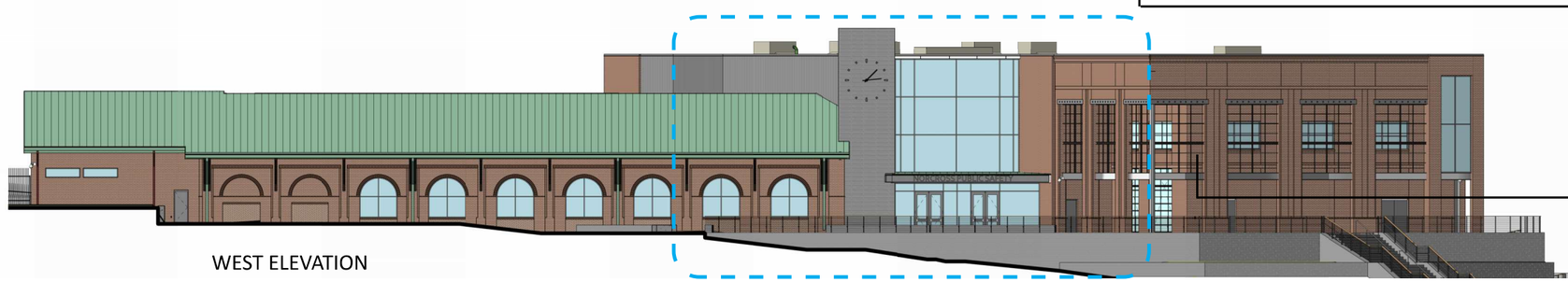
TRIANGLE BRICK
NORTH HAMPTON BROWN

WEST ELEVATION ENLARGED - MAIN ENTRY



INSPIRATION REFERENCE - EXPOSED STEEL STRUCTURE AND CANOPY

EXPOSED OPEN-AIR STEEL STRUCTURE COMPOSED OF WIDE FLANGE BEAMS, AND STEEL TUBES - PAINTED BLACK



WEST ELEVATION

NORCROSS PUBLIC SAFETY BUILDING
NORCROSS, GEORGIA

ARCHITECTURAL REVIEW BOARD 7-24-2024
EXTERIOR MATERIAL BOARD

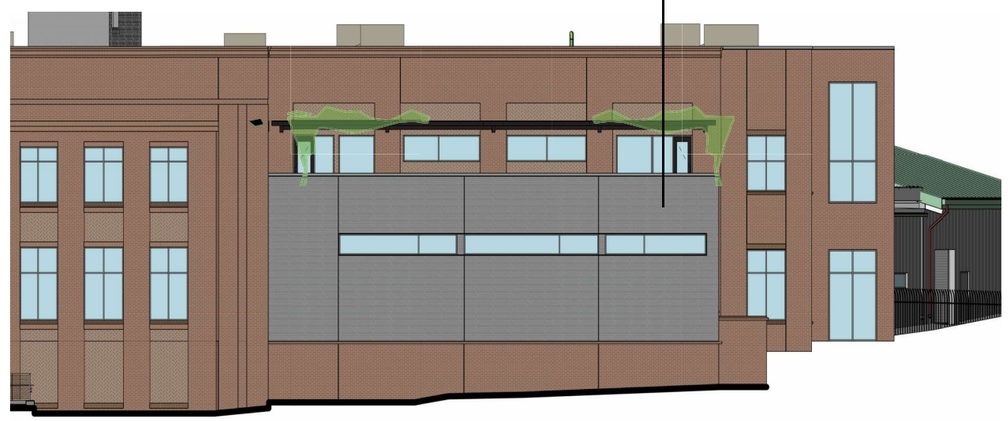
CROFT

**ALL PRODUCTS ARE BASIS OF DESIG*

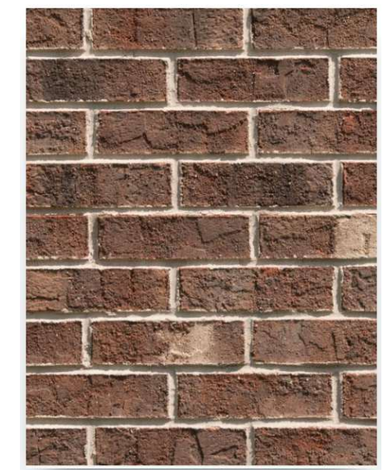
Attachment: Exterior Material Board Revised 11x17 (24-7105 : The Approval of Elevation/Exterior Design of Norcross Public Safety Building)

INSPIRATION REFERENCE - HISTORIC RAIL BUILDING WITH EXPOSED STEEL

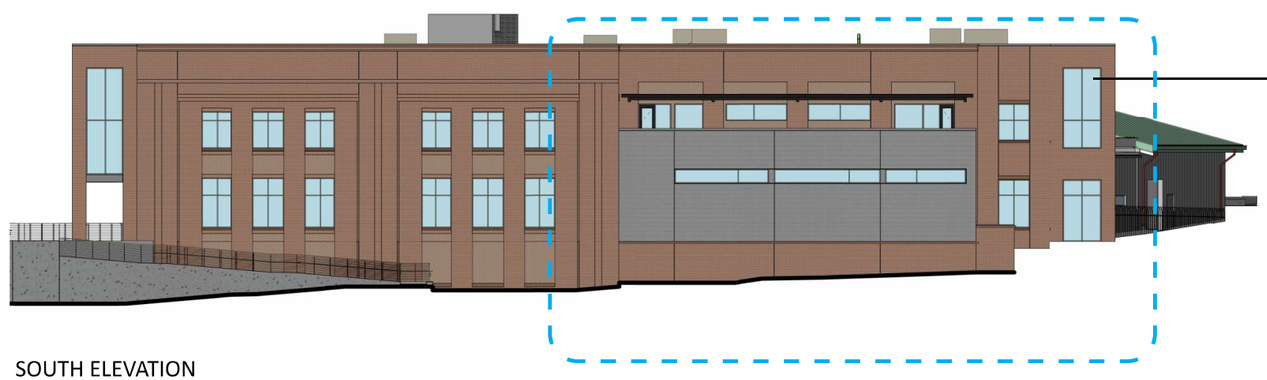
NORSTONE USA
PLATINUM STONE PLANC



SOUTH ELEVATION ENLARGED - COURTROOM



TRIANGLE BRICK
NORTH HAMPTON BROWN



SOUTH ELEVATION

**ALL PRODUCTS ARE BASIS OF DESIGN*

NORCROSS PUBLIC SAFETY BUILDING
NORCROSS, GEORGIA

ARCHITECTURAL REVIEW BOARD 7-24-2024
EXTERIOR MATERIAL BOARD

CROFT

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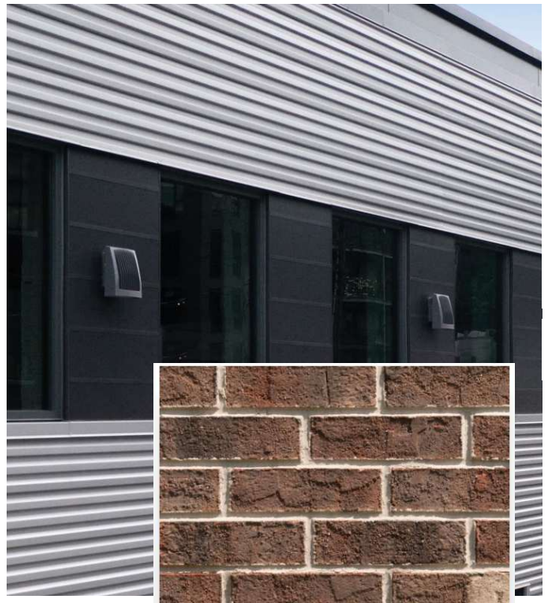
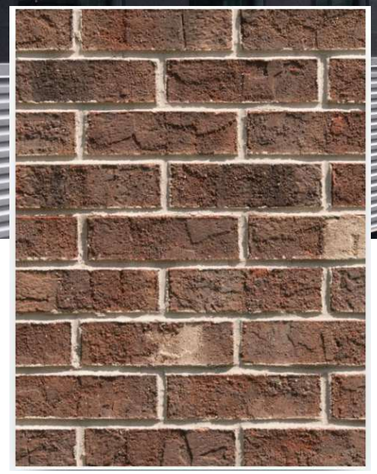


CENTRIA METAL PANEL
CS-660 VERTICAL - SLATE GRAY

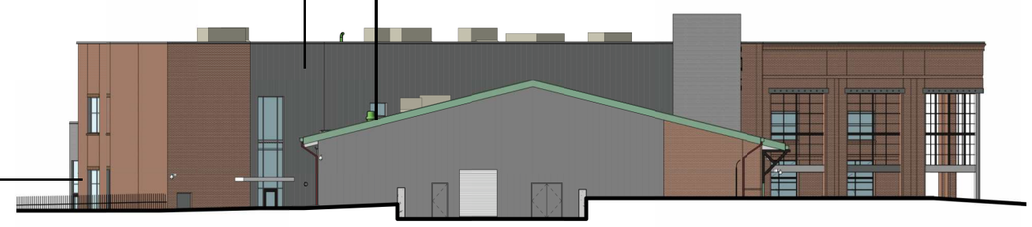
NATURAL PATINA**

MBCI 2" BATTEN LOCK STANDING SEAM
PVDF LOW GLOSS



TRIANGLE BRICK
NORTH HAMPTON BROWN

IDEAL ALUMINUM TALON SECURITY FENCE - BLACK ALUMINUM



NORTH ELEVATION

EAST ELEVATION

*ALL PRODUCTS ARE BASIS OF DESIGN

NORCROSS PUBLIC SAFETY BUILDING
NORCROSS, GEORGIA

ARCHITECTURAL REVIEW BOARD 7-24-2024
EXTERIOR MATERIAL BOARD

CROFT

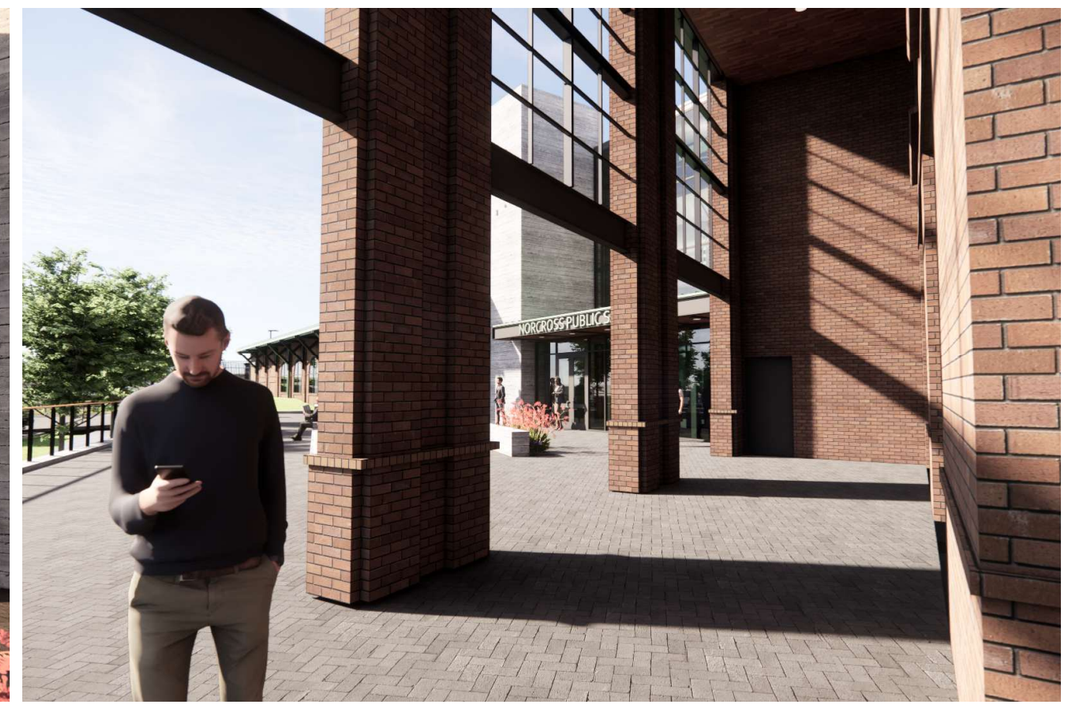
Attachment: Exterior Material Board Revised 11x17 (24-7105 : The Approval of Elevation/Exterior Design of Norcross Public Safety Building)

NORCROSS PUBLIC SAFETY

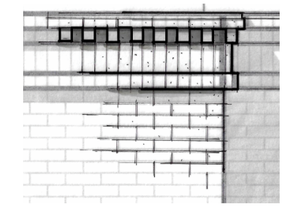
NORCROSS PUBLIC SAFETY

NORCROSS PUBLIC SAFETY

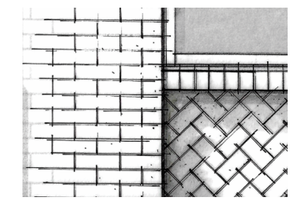
NORCROSS PUBLIC SAFETY



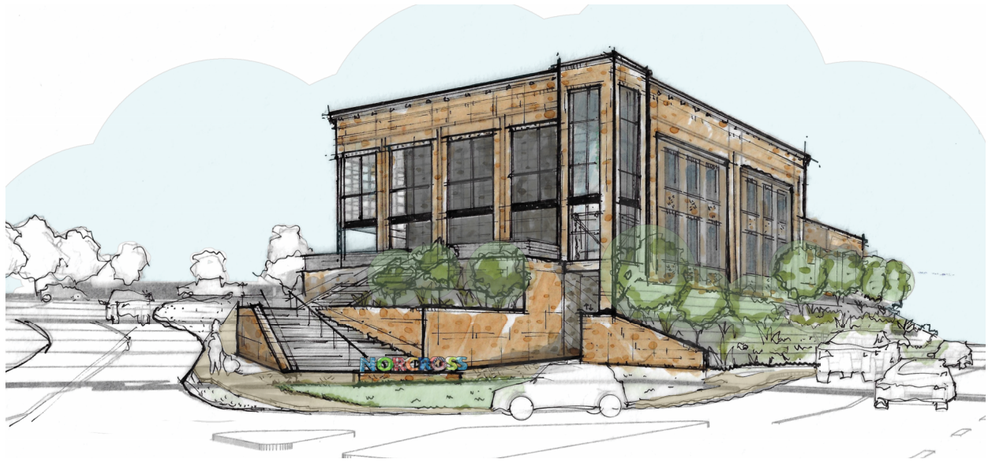
BUFORD HIGHWAY - SOUTH EAST ELEVATION



TRIANGLE BRICK - NORTHAMPTON
CORNICE DETAIL



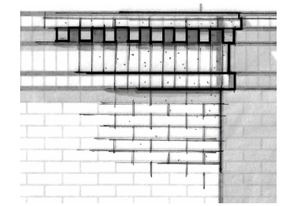
TRIANGLE BRICK - NORTHAMPTON
BOND DETAIL



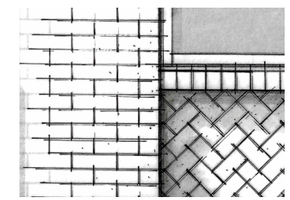
STREET LEVEL BUFORD HIGHWAY - SOUTH WEST ENTRY

STREET LEVEL BUFORD HIGHWAY - SOUTH EAST

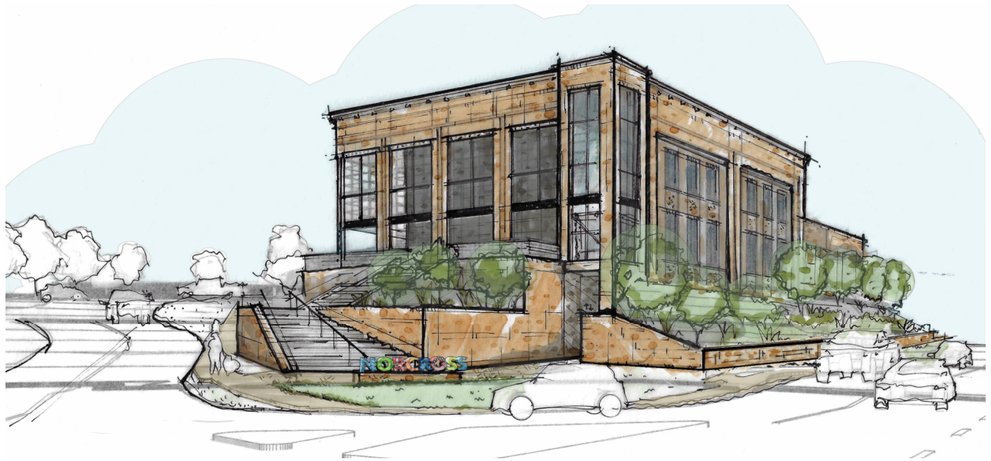
BUFORD HIGHWAY - SOUTH EAST ELEVATION



TRIANGLE BRICK - NORTHAMPTON
CORNICE DETAIL



TRIANGLE BRICK - NORTHAMPTON
BOND DETAIL



STREET LEVEL BUFORD HIGHWAY - SOUTH WEST ENTRY

STREET LEVEL BUFORD HIGHWAY - SOUTH EAST

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

City of Norcross

Legislation Details (With Details)

File #:	24-7126	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Jain Society Site Plan, Fence, and Gates (Ornamental Entrances)		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Jain Society Site Plan, Fence, and Gates (Ornamental Entrances)
2. Site Information
3. Supplemental Information and Q&A

Title
Jain Society Site Plan, Fence, and Gates (Ornamental Entrances)

Drafter
Vivian Vakili

Motion
A motion to Approve/Deny the Jain Society's proposed site plan, fence, and gates.

NORCROSS
a place to imagine

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

Agenda Report

To: Mayor and Council

From: Vivian Vakili, Community Development Director

Meeting Date: October 7, 2024 – Mayor and Council

Item No.: 24-7126

Title: Jain Society Site Plan, Fence, and Gates (Ornamental Entrances)

CC: Eric Johnson, City Manager

Recommendation

Consider the Jain Society's proposed site plan, fence, and gates.

Background

Applicant seeks to build an approximately 25,000 sf addition to the existing building and to add a fence and gates to the site at 669 South Peachtree Street. The subject parcel was rezoned in June 2024 to OI and is now returning before Mayor and Council due to the following condition: *The final site plan and the design of any fencing, if allowed, shall be subject to approval by Mayor and Council, with a recommendation on fencing design to be provided by the ARB.*

The ARB recommended approval of the fencing and gates at their meeting in August 2024.

Financial Impact: N/A

Consistent with Comprehensive Plan?

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

Attachments

Site Information including aerial, proposed site plan, berm and enhanced landscaping plan, fencing design, and gate design.

Supplemental Information and Q&A provided by Jain Society with answers to questions from the June 2024 Mayor and Council Meeting

Attachment: Agenda Report - Jain Society Site Plan, Fence, and Gates (Ornamental Entrances) (24-7126 : Jain Society Site Plan, Fence, and

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Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
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Next Steps

October 7th Regular Council Meeting: Vote on the Site Plan, Fence, and Gates

Update

1. The attached **Proposed Site Plan** shows a similar layout to what was shared at the Mayor and Council meeting in June of 2024, with 3 entry points along South Peachtree Street and parking between South Peachtree and the building and around other sides of the building. The applicant provided the following reasons for not relocating the parking field between South Peachtree Street and the building:

   -The wet weather ditch on the property would need to be piped and the area engineered to ensure that it can withstand the weight of parked vehicles. Piping the wet weather ditch may cost over $100K. It would also require hauling over 300 loads of dirt, which may cost over $60K.

   -Per the Jain Society's civil engineer and builder/developer, the topography of the site is very complicated and reconfiguring parking would require the addition of multiple retaining walls, which may cost over $100K.

   -Redesigning the LDP plan that was submitted to the city in January of 2024 may cost $40K.

   -The Jain Society's membership has lots of retired/elderly members who visit the temple regularly. Relocating the parking would make the parking too far for the retired and elderly members, many of whom have asked for parking to be located closer to the entrance.

   ***The applicant has proposed a berm and enhanced landscaping along South Peachtree Street as a visual buffer for the parking field along South Peachtree.**

2. The **Proposed Fencing Design** is attached. Applicant is requesting fencing (where there is not a gate) along the front, sides, and rear of the property. The fence is requested to be 5'-6' tall, black, non-opaque, and made of wrought iron. Per the UDO, fences are not allowed in the front yard of non-residential zoning districts. **The applicant provided the following reasons for requesting the fence:**

   -The Jain Society plans to make use of the space outside the temple for religious and worship purposes and they do not want anyone knowingly or unknowingly walking onto the property and touching the idols due to strict religious ritual and cleanliness requirements. They also have religious processions outside the temple sometimes, and it is important to them to have a secure place for their members. If their religious idols are damaged or vandalized, they have to go through a long and costly and religious process of replacing the idols.

3. The **Proposed Gate Design** is attached. Applicant is requesting 2 ornamental gates and 1 wrought iron gate for pond access along South Peachtree Street. The gate for the main entrance is proposed to be 30' tall with 18' to 20' clearance for heavy trucks. The gate for the secondary entrance is proposed to be approximately 16' tall. The gate for pond access is

Attachment: Agenda Report - Jain Society Site Plan, Fence, and Gates (Ornamental Entrances) (24-7126 : Jain Society Site Plan, Fence, and

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proposed to be between 6' and 8' tall. **The applicant provided the following reasons for requesting the ornamental entrances:**

-Ornamental entrances are part of Jainism religious practices and the applicant notes that they are covered by RLUIPA (Religious Land Use and Institutionalized Persons Act). The entrance is going to have many Jainism symbols, including the lotus, kalash, and elephants.

Attachment: Agenda Report - Jain Society Site Plan, Fence, and Gates (Ornamental Entrances) (24-7126 : Jain Society Site Plan, Fence, and

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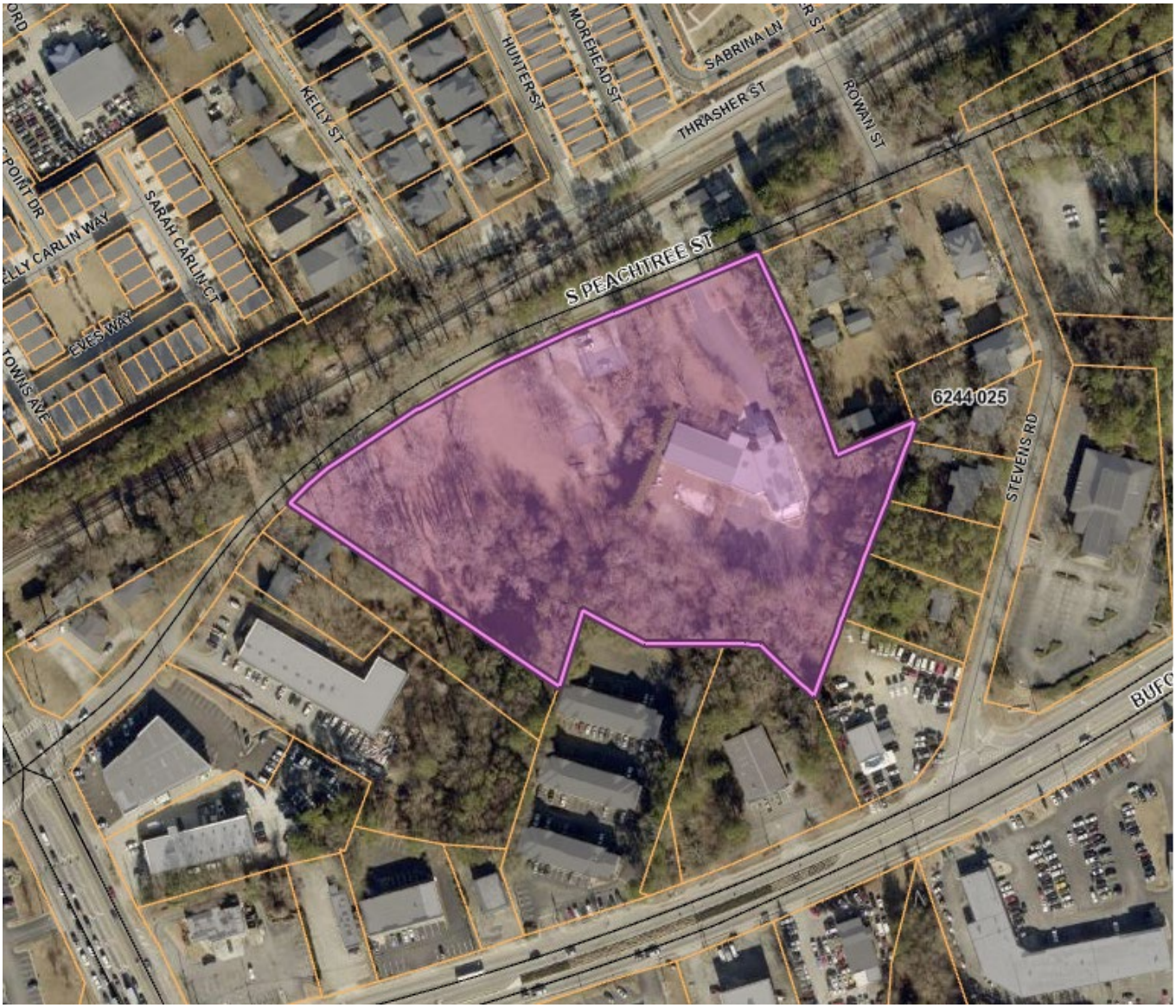
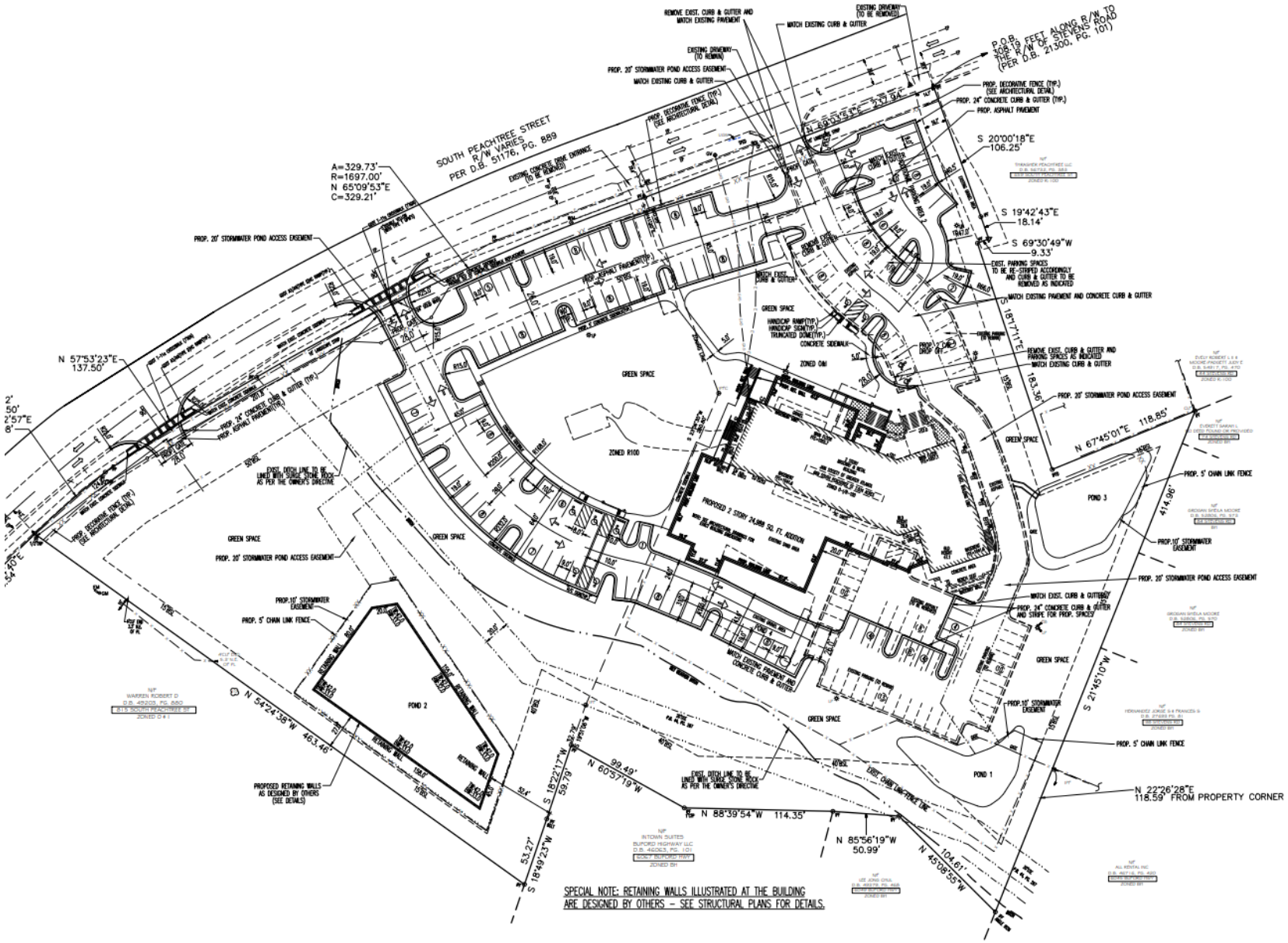
City Hall (770) 448-2122 • **Fax** (770) 242-0824 • **Police Department** (770) 448-2111 • **Fax** (678) 802-6792

Site Aerial

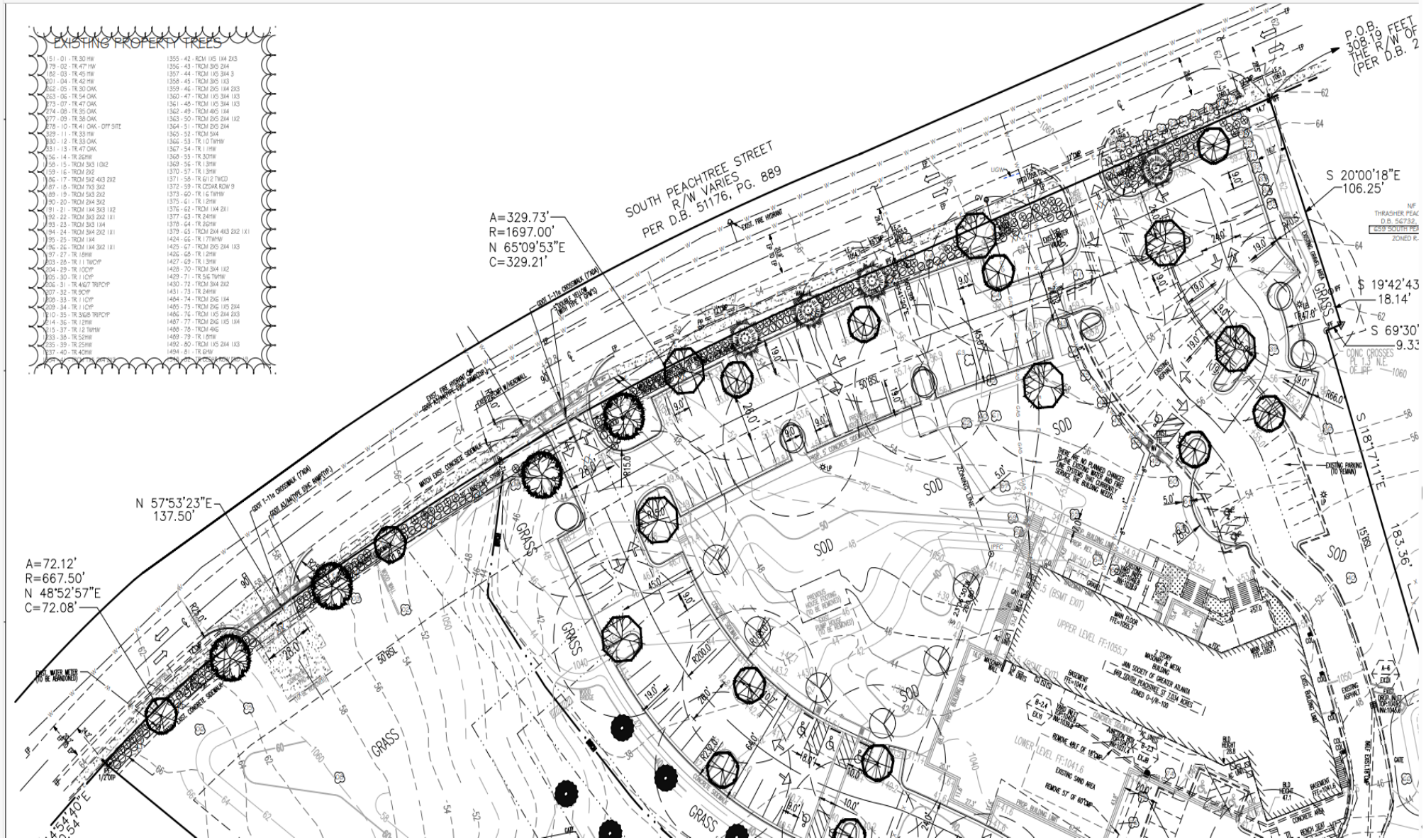


Attachment: Site Information (24-7126 : Jain Society Site Plan, Fence, and Gates (Ornamental Entrances))

Proposed Site Plan

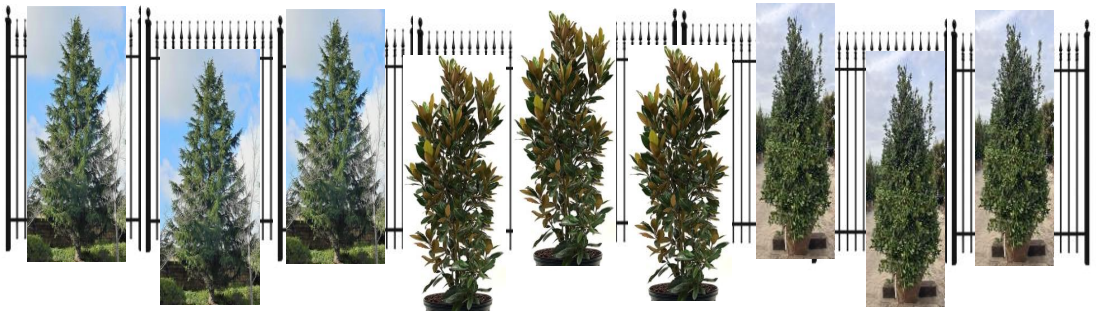


Front Landscape Strip Trees & Shrubs

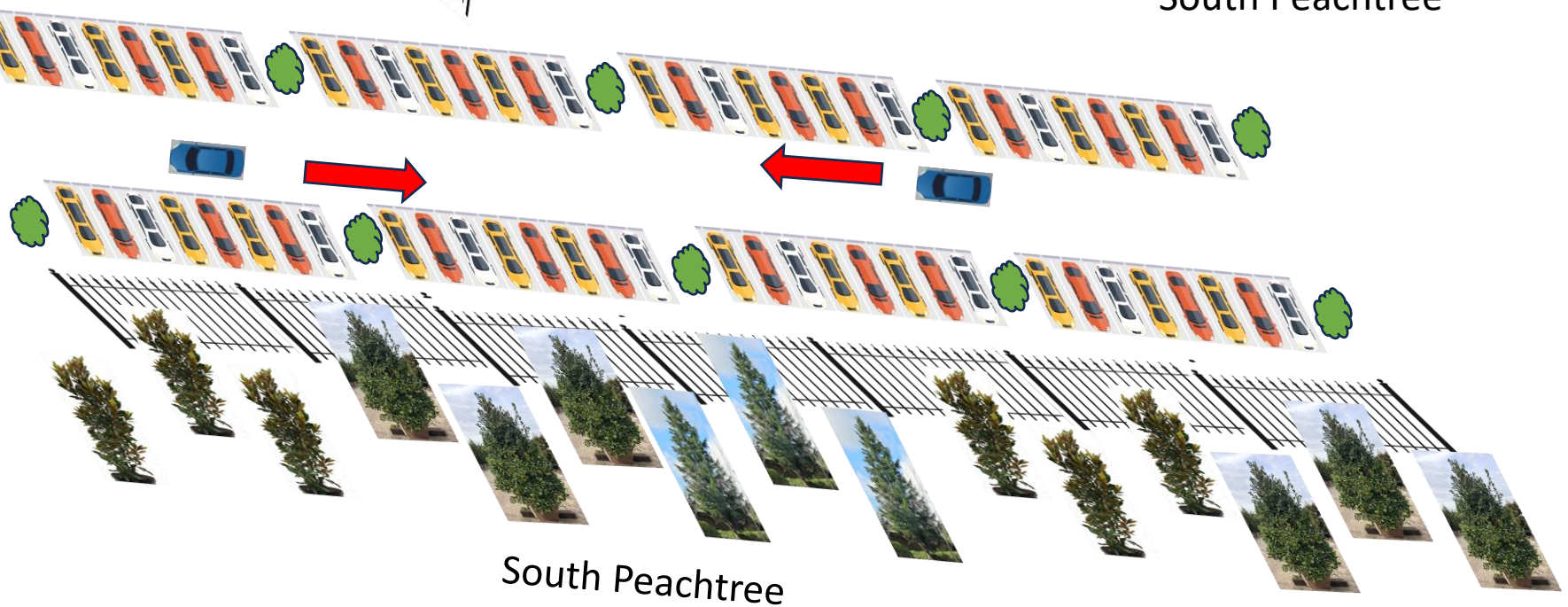


Stacked Trees/Berm Approach To Get Better Screening

South Peachtree



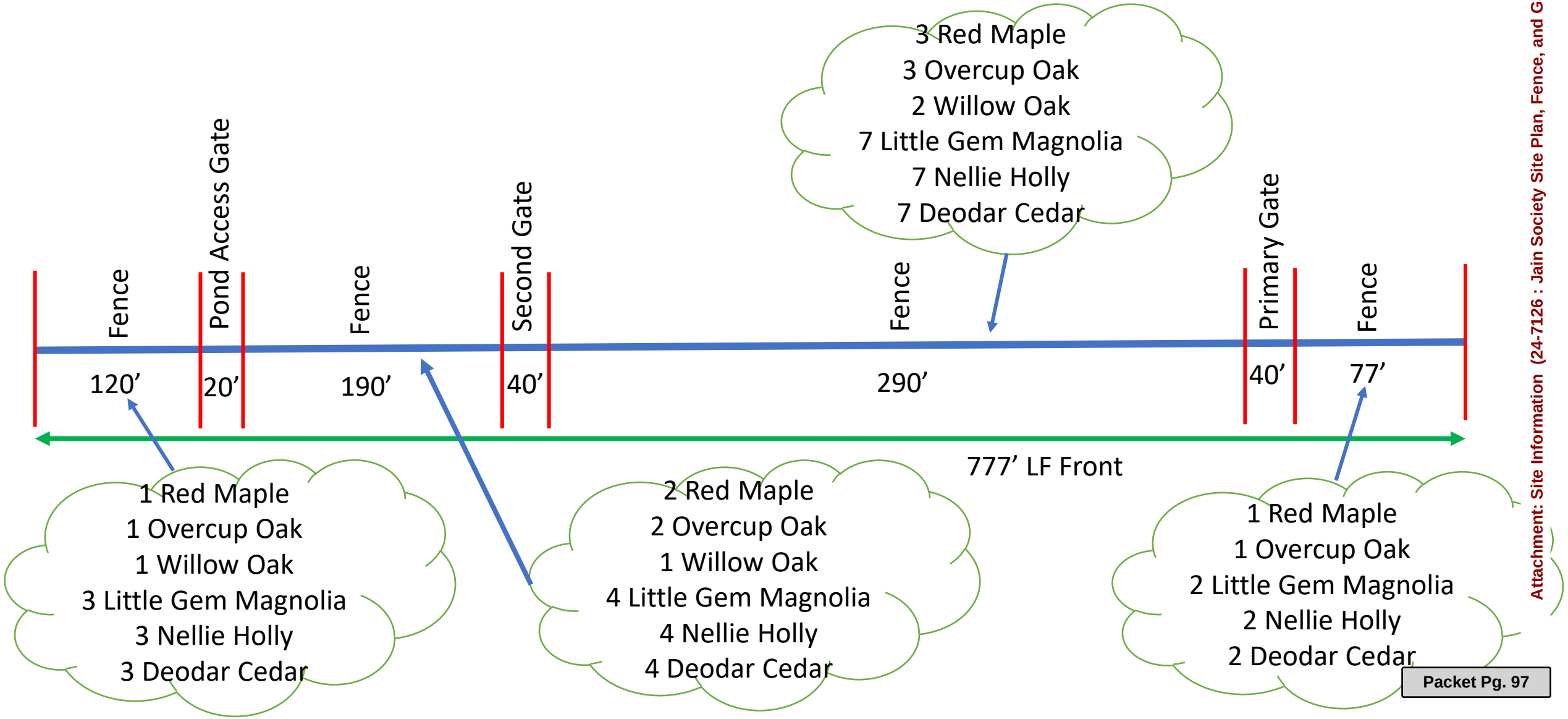
South Peachtree



South Peachtree

Attachment: Site Information (24-7126 : Jain Society Site Plan, Fence, and Gates

Front Landscape Strip Trees & Shrubs Details

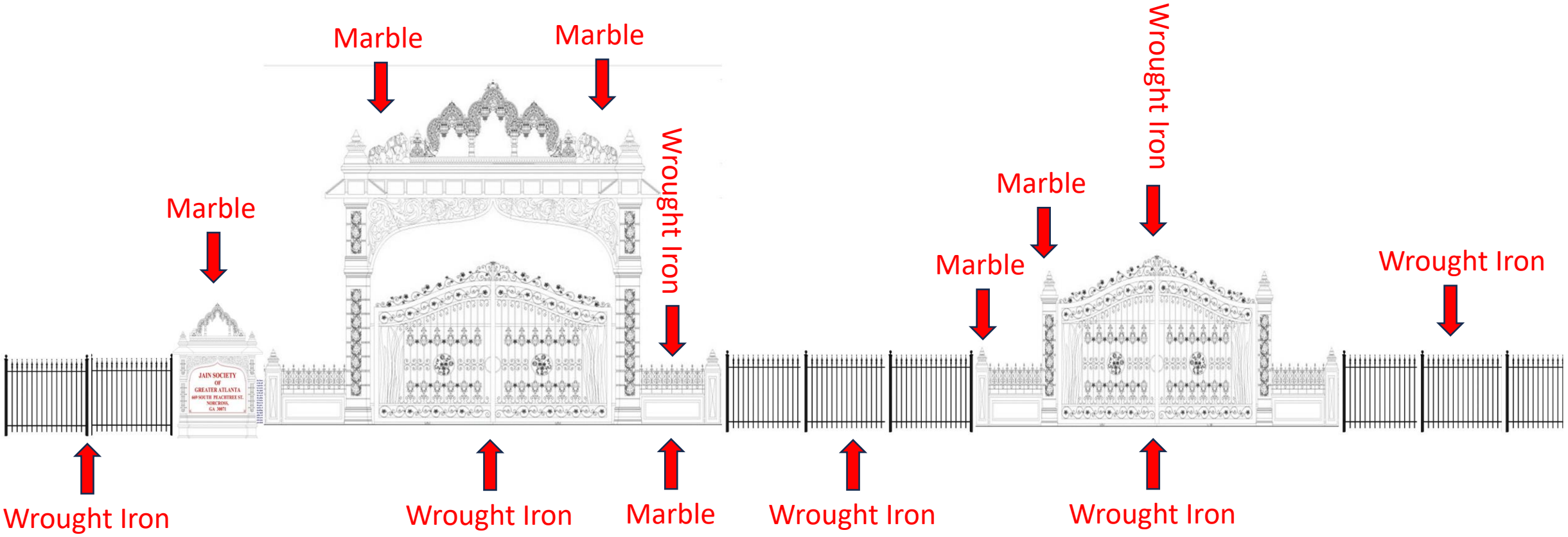


Attachment: Site Information (24-7126 : Jain Society Site Plan, Fence, and Gates

Front Landscape Strip Trees & Shrubs Detail

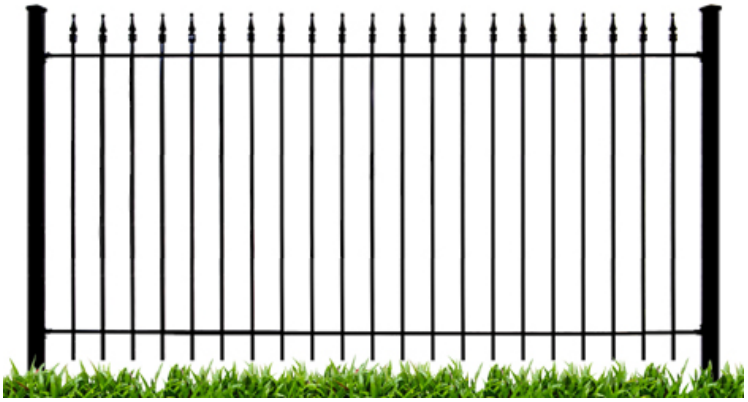
- Red Maple (Qty 7, 3” Cal)
- Overcup Oak (Qty 7, 3” Cal)
- Willow Oak (Qty 4, 5’HT)
- Little Gem Magnolia (Qty 16, 5’HT)
- Nellie Holly (Qty 16, 5’HT)
- Deodar Cedar (Qty 16, 5’HT)
- Emerald Green (Qty 10, 5’HT)
- Boxwood (Qty 20, 3 Gal)
- Gold Mop (Qty 20, 3 Gal)
- Knockout Rose (Qty 20, 3 Gal)
- Hydrangea (Qty 20, 3 Gal)

Main Gate, Second Gate, Sign & Fence

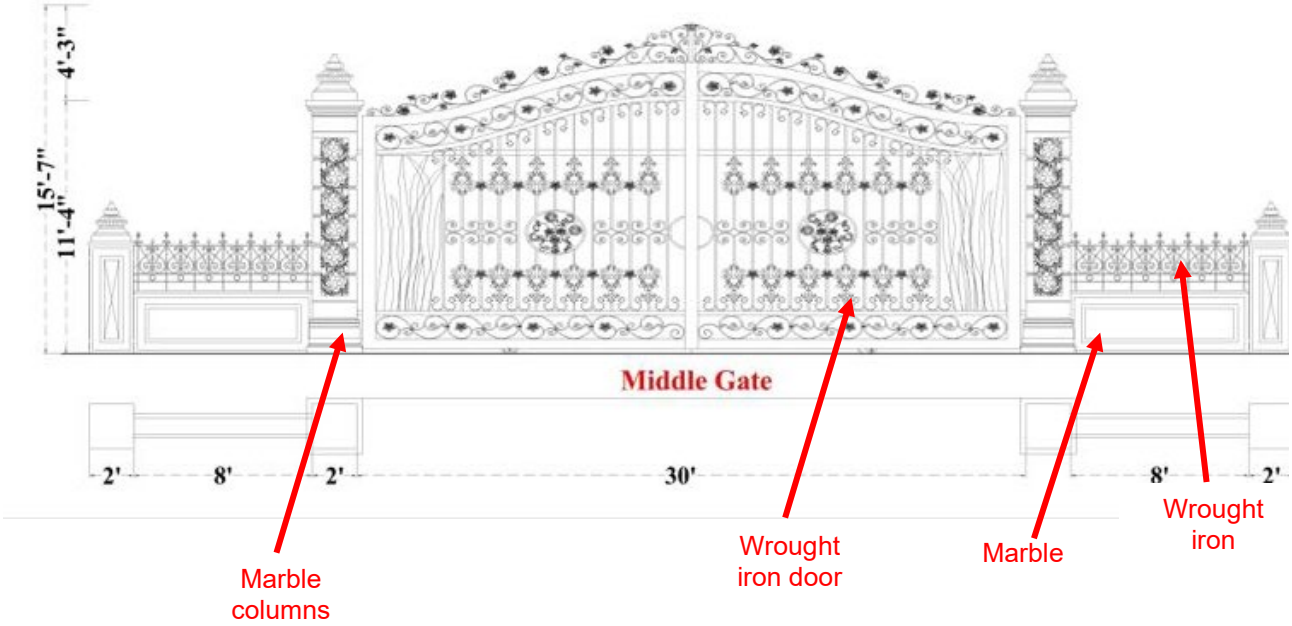


Fence & Gate Details

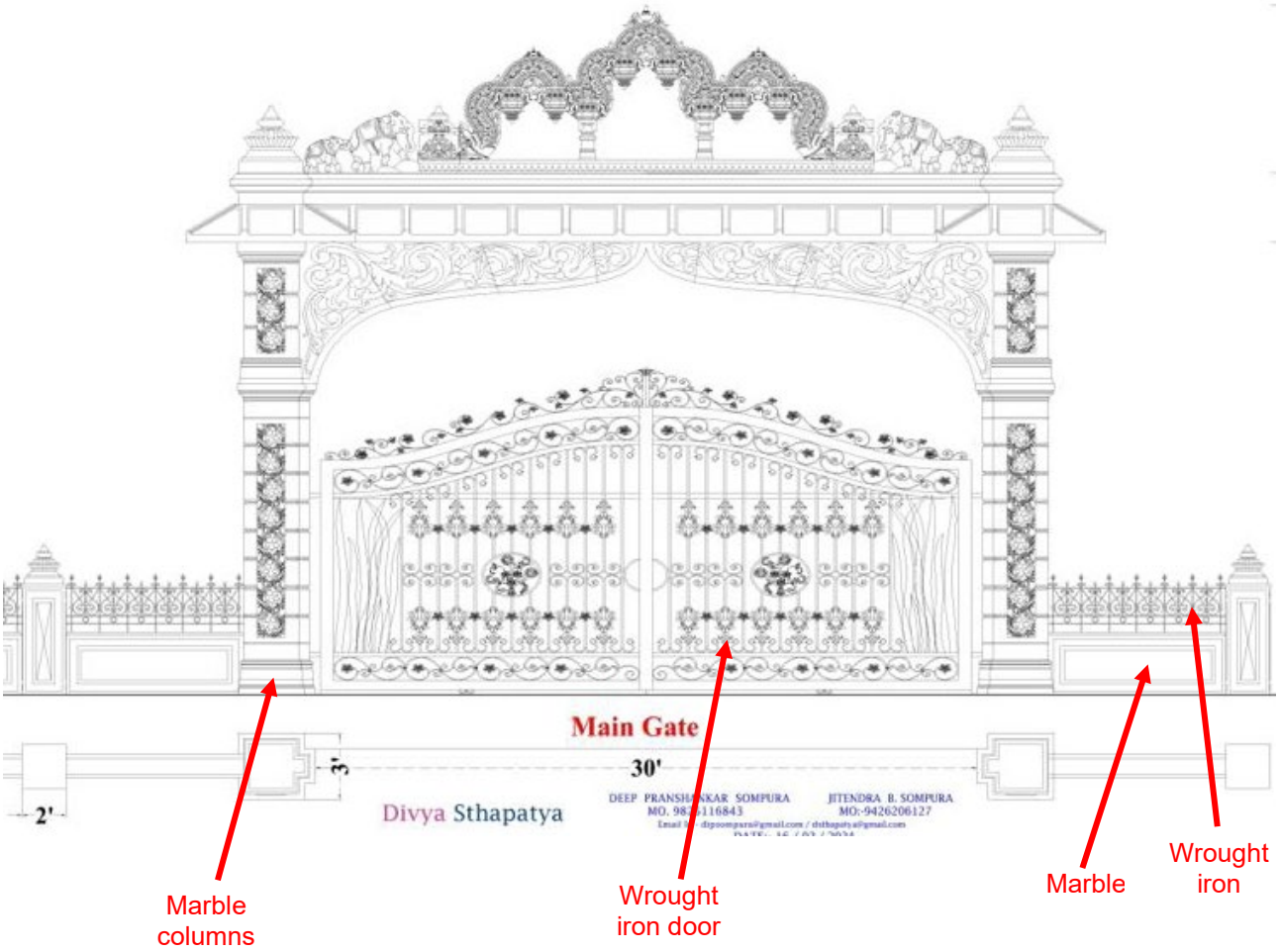
Proposed fence material is pre-finished wrought iron in black.



Secondary Gate Details & Main Gate Details Below



Attachment: Site Information (24-7126 : Jain Society Site Plan, Fence, and Gates (Ornamental Entrances))


Main Gate
30'
3'
2'
Divya Sthapatya
DEEP PRANSHANKAR SOMPURA
JITENDRA B. SOMPURA
MO:-9426206127
Marble columns
Wrought iron door
Marble
Wrought iron

Questions Raised at the Meeting Held on June 10, 2024, with JSGA Answers

We would like to thank you for your time on June 10, 2024. The following questions were raised during meetings on June 3rd (Mayor/Counsil) and June 10th (with your team) and the following are our answers.

- **How many curb cuts entrances JSGA currently have on entire land?**

  Answer: Four (1 from existing temple and 3 from additional properties that were purchased by JSGA in last several years)

- **How many curb cuts entrances JSGA is requesting in the future?**

  Answer: Three (1 primary, 1 secondary and 1 access the detention pond 2). Primary and Secondary entrances are going to eliminate/minimize in/out traffic congestion we currently have during major gatherings, which are typically on weekends.

- **Why JSGA is requesting ornamental entrances?**

  Answer: Ornamental entrances are part of Jainism religious practices is covered by **RLUIPA (Religious Land Use And Institutionalized Persons Act)**. Entrance is going to have many Jainism symbols, some of them are as follow:

  I. **Lotus** is a water lily signifying spiritual purity and detachment from the material world.
  II. **Kalash** is a symbol of auspiciousness, typically a holy pitcher made of copper, silver, or steel. The kalash is used in religious and social ceremonies, such as in temples during worship and when entering a new home to invite grace and happiness.
  III. **Elephants** are associated with an idea of the perfect soul in Jainism. The perfect soul is believed to be pure and unblemished, much like the white elephant, which is revered in many cultures as a symbol of purity and innocence. Elephants are also associated with the idea of detachment, which is a central tenet of Jain philosophy. Elephants are known for their calm and gentle nature, and their ability to detach themselves from the chaos of the world around them. This detachment is seen as a desirable quality in Jainism, and the use of elephants as a symbol of detachment reinforces this belief.
  IV. **All famous Jain temples** in India have ornamental entrances and are made of marble. The entrance with these symbols signifies that the temple is Jain Temple.

- **Why JSGA is requesting fencing (front, sides and back)?**

  Answers: JAINISM is a very sacred religion, and no one is allowed to touch our idols without wearing clean clothing. Before the ritual the worshipper washes themselves and

puts on clean clothes that are normally used only for worship. These clothes are never used when eating or going to the toilet.

a. As part of the expansion project, we are planning to make use of the space outside of the temple for religious and worship purposes which require extra caring just like our idols in the temple. Most famous temples in India have such use of the outside land surrounding the temple for religious purposes.
b. Due to the strict requirement of our religious rituals and cleanliness, we don't want anyone knowingly or unknowingly to just walk into our property and touch our idols.
c. If for some reason, our religious idols are damaged or vandalized, then we have to go through a long and costly process of replacing these idols. We must protect our idols and the temple facility from getting them damaged or vandalized.
d. We also have religious procession outside of the temple on some important days, it's important that we provide a secure place for our members.
e. The fence will certainly help us in protecting the Jain principles and guard us against vandalism.

- **What JSGA is proposing to make front fence less visible?**

  Answer: We are planning to install shrubs and trees to make the front aesthetically pleasing. In the submitted LDP design we have included the Tree Projection Plan with details. We have already received input from the City's Arborist Shahin Khalili.

- **What is the material used for Ornamental Entrances and Fence?**

  Answer: Ornamental Entrances are going to be made of White Marble with Carving of Jain Symbols and Fence is going to be Wrought Iron – Non Opaque.

- **What is the height of fence JSGA is requesting?**

  Answer: Five to six feet tall

- **What is the height of ornamental entrance JSGA is requesting?**

  Answer: Approximately 30 feet tall with 18 to 20 feet clearance for heavy trucks.

- **What is Gwinnett County Wet Weather Ditch setback requirements, if any?**

  Answer: Per **Kristen T. Nguyen** Planning and Development Gwinnett County Government, Wet Weather Ditch does not have any buffer requirements.

  Asked City of Norcross staff if JSGA can pipe and cover the ditch and build parking spaces over.

  Per JSGA Civil Engineer (William J. Cripps) **-** With the creek being classified as "wet weather" only. There are no setbacks beyond practical buildable side-slopes to tie into the existing grades at the those locations.

Questions Raised at the Meeting Held on June 10, 2024, with JSGA Answers

Per JSGA Survey Engineer (Adam & Lee Land Surveying) **–** When survey company visited the site to document all the utilities, trees, easements, etc., they determined that it is a Wet Weather Ditch and it is marked on JSGA's survey document.

- **Where is the front fence going to be located at?**

  Answer: We are planning to have 10' of front landscaping strip. We plan to install a fence 5' inside the landscaping strip.

- **Where are ornamental entrances going to be located at?**

  Answer: We are planning to install ornamental entrances approximately 20' inside the property line.

- **Details of robbery/vandalism incidents at JSGA, approximate month/year.**

  Answer: We have had at least five instances of vandalism and security break-ins at the JSGA premise in the past.

  1. 05/2013 – Break in
  2. 04/2014 – Break in via Downstairs temple
  3. 08/2015 - Two Break-in back-to-back nights
  4. 01/2020 - A homeless person was permanently living in our property
  5. 04/2022 - A homeless person made the paved parking outside the old house his permanent sleeping area.

- **How many parking spots JSGA is planning to have in future?**

  Answer: We currently have 84 parking spots. In future, we plan to have 188 parking spots.

- **How parking spots density is calculated?**

  Answer: The parking capacity is calculated based on maximum number of members we can accommodate in the assembly hall. When members are in the assembly hall for an event, rest of the temple building has very minimal members. When we don't have an event in assembly hall, members are scattered in temple or dining areas. Most of the families (husband/wife/children) typically visit temple in one car.

  In one calendar year, we typically have 5 weekends when we have major events **–** Mar/April (1 weekend), August/September (2 weekends), October/November (1 weekend) and December (1 weekend).

We are at the tail end of finalizing the land development plan and will be ready to awarding the contract to the vendor for starting this project in the third quarter of 2024. We need the City's help in proceeding with the Land Development Project.

Thanking you for your cooperation,

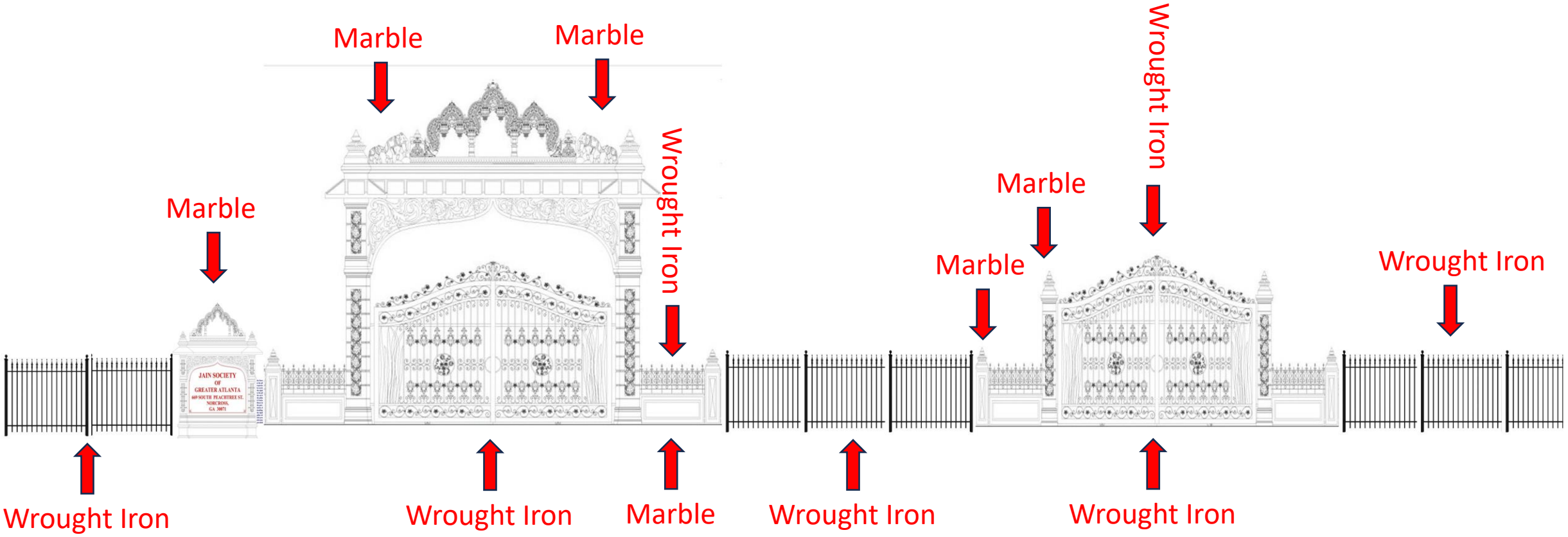
JSGA Building Expansion Project Vision 2030

JSGA

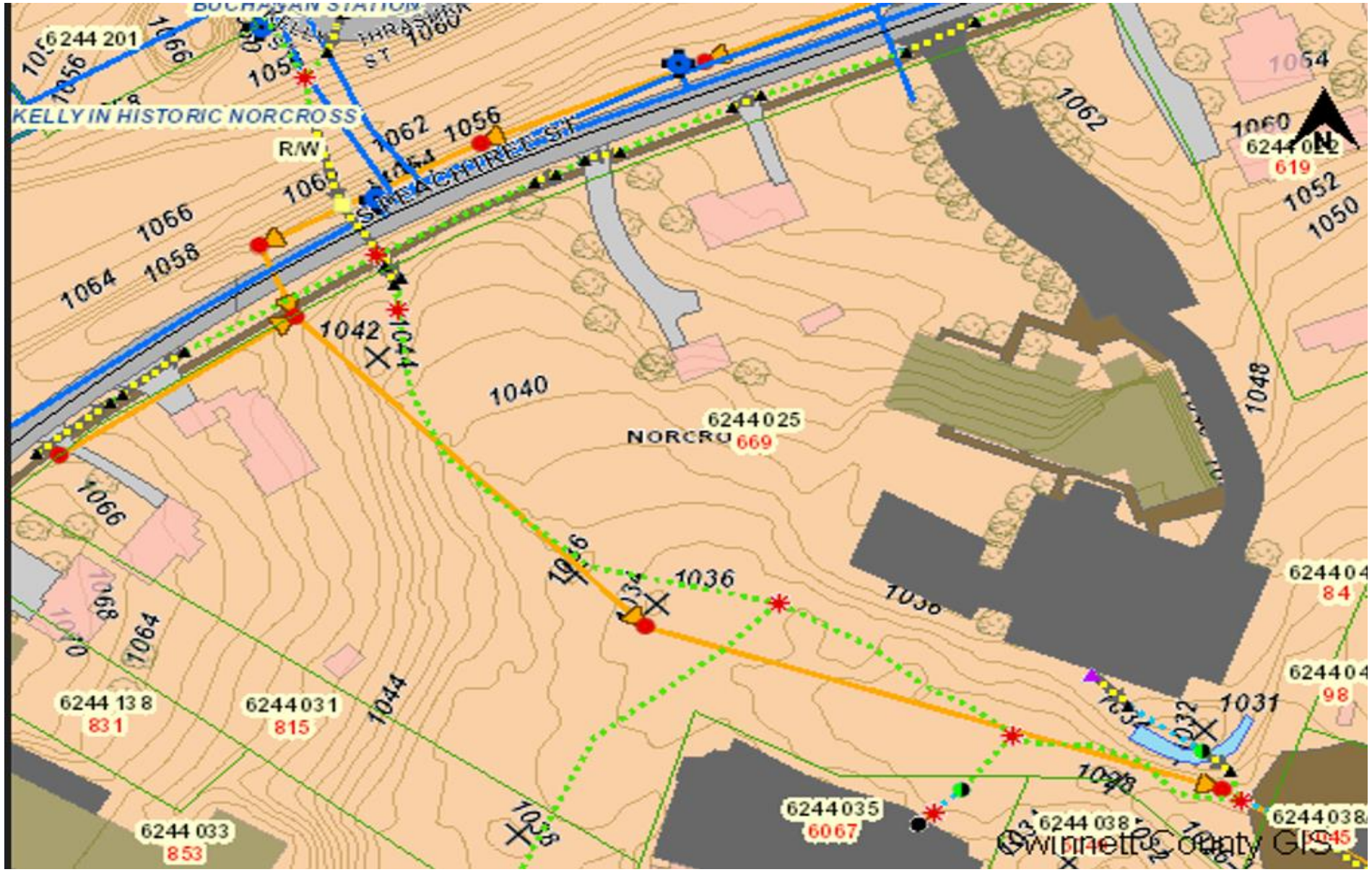
Site Plan, Gates, Sign, Fence & Landscaping

Building Expansion Front and Top Views

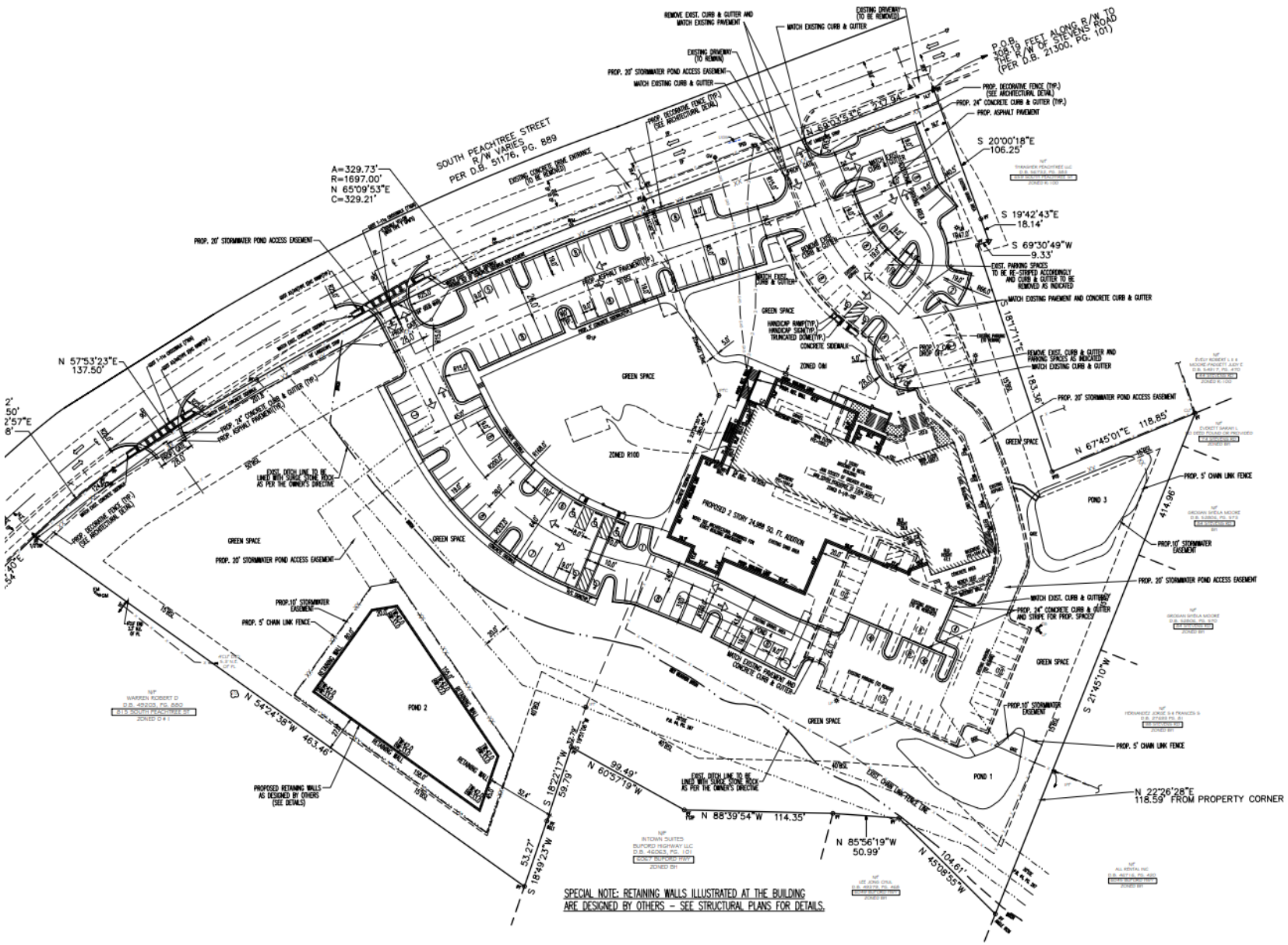
Main Gate, Second Gate, Sign and Fence



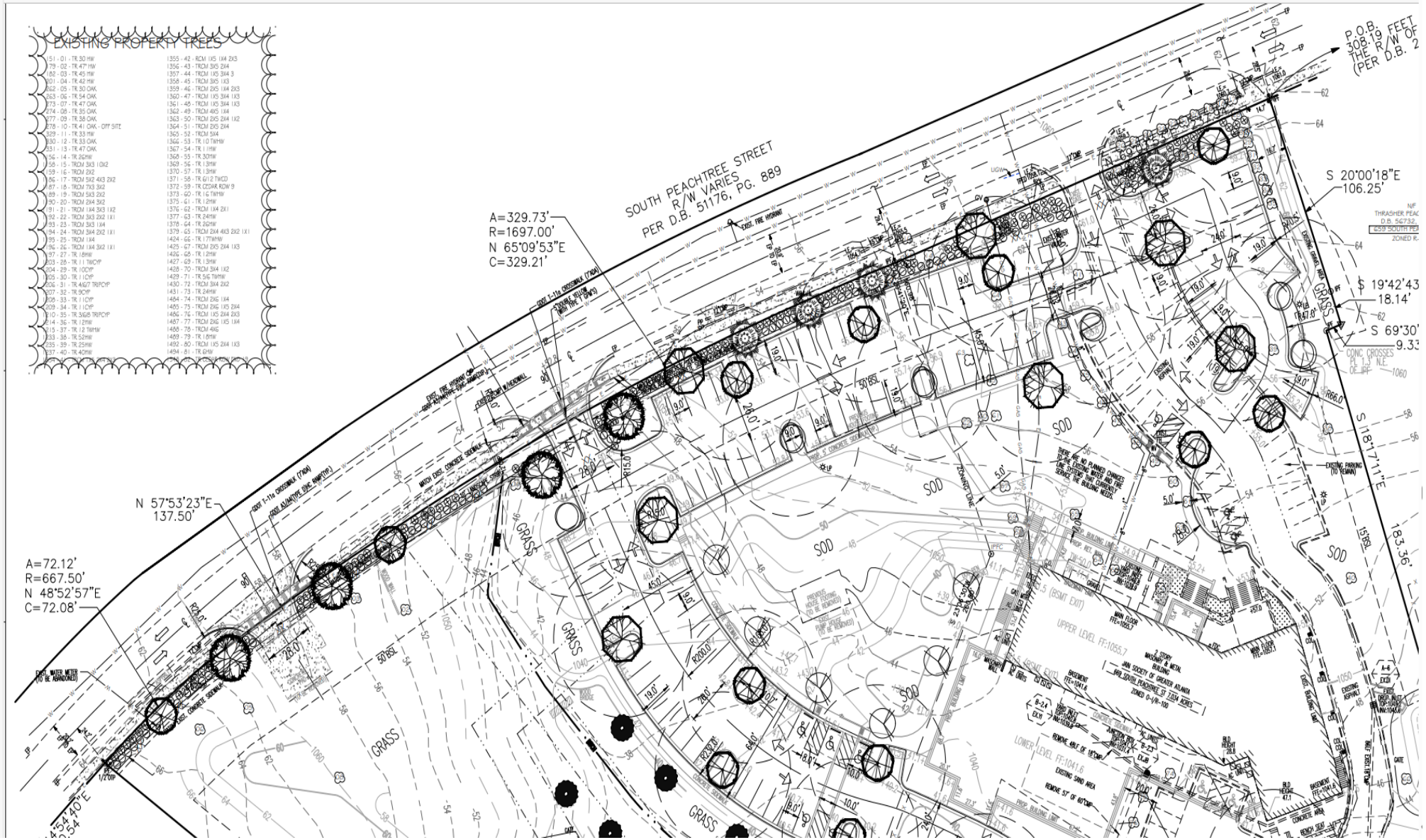
Current Site Plan, Topo, Storm and Sewer



Proposed Site Plan

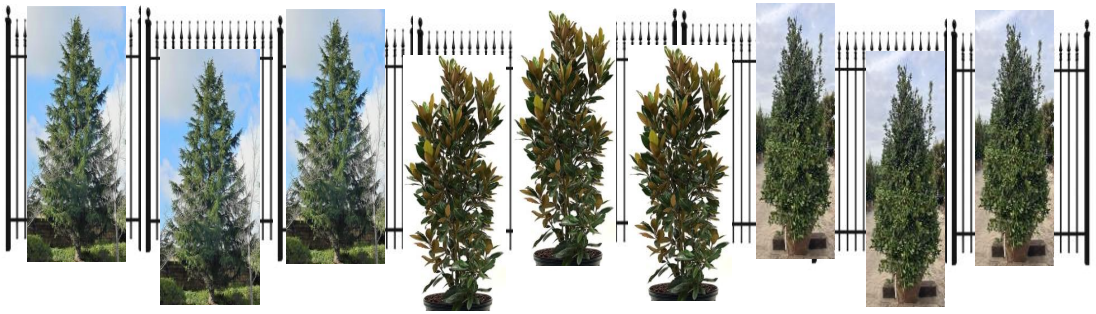


Front Landscaping Strip Trees & Shrubs

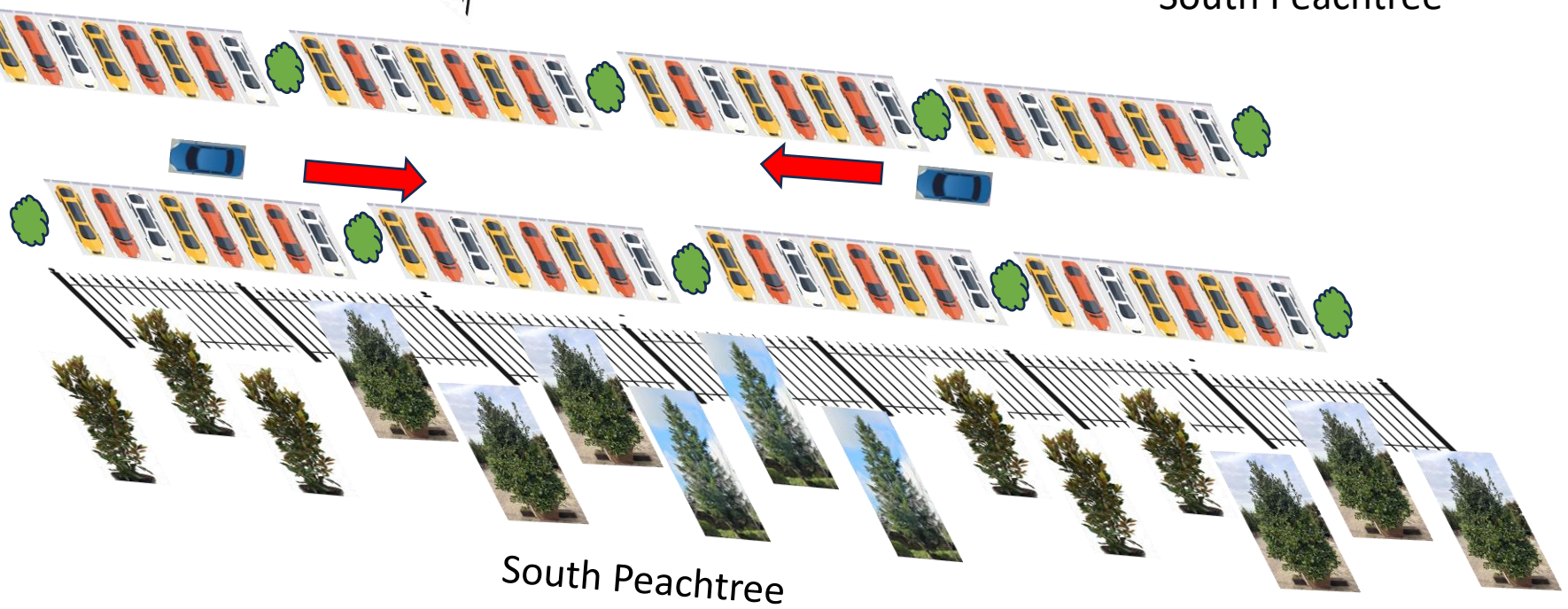


Stacked Trees/Berm Approach To Get Better Screening

South Peachtree

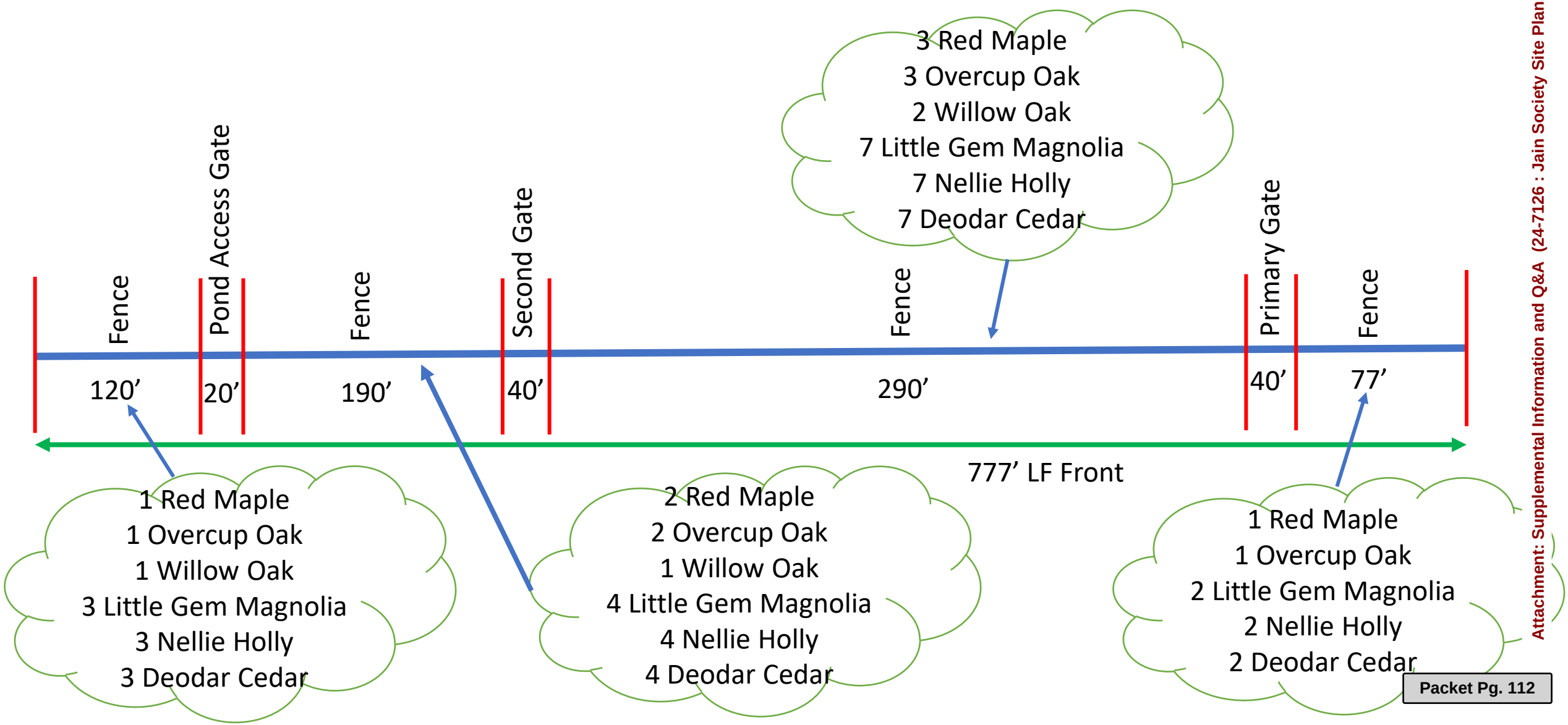


South Peachtree



South Peachtree

Front Landscaping Strip Trees & Shrubs Details



Attachment: Supplemental Information and Q&A (24-7126 : Jain Society Site Plan, Fence,

Front Landscaping Strip Trees & Shrubs Details

- Red Maple (Qty 7, 3” Cal)
- Overcup Oak (Qty 7, 3” Cal)
- Willow Oak (Qty 4, 5’HT)
- Little Gem Magnolia (Qty 16, 5’HT)
- Nellie Holly (Qty 16, 5’HT)
- Deodar Cedar (Qty 16, 5’HT)
- Emerald Green (Qty 10, 5’HT)
- Boxwood (Qty 20, 3 Gal)
- Gold Mop (Qty 20, 3 Gal)
- Knockout Rose (Qty 20, 3 Gal)
- Hydrangea (Qty 20, 3 Gal)

Jain Center of Northern California

BAPS Temple Houston

BAPS Temple Chicago

BAPS Temple Maryland

Church in Norcross

Church in Cumming

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

City of Norcross

Legislation Details (With Details)

File #:	24-7027	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Mural Installation on Dumpster Enclosure at 40 S Peachtree Street		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Mural Installation on Dumpster Enclosure at 40 S Peachtree Street - Updated
2. RFP-NPAC-24-03-Mural-on-Dumpster-Enclosure-at-the-Crossing-Steakhouse-REISSUED
3. Arthur Smith - Mural Installation Proposal
4. Jose Solis - Mural Installation Proposal
5. Recommended Mural - Jose Solis - Sunset

Title
Mural Installation on Dumpster Enclosure at 40 S Peachtree Street

Drafter
Yamily Mijes-O'Reilly

Motion
A motion to Approve/Deny a recommendation from the Norcross Public Arts Commission to indefinitely table the installation of a mural on the dumpster enclosure located at 40 S Peachtree Street

NORCROSS
a place to imagine

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

Agenda Report

To: Mayor and Council

From: Yamily Mijes-O'Reilly, Norcross Public Arts Commission

Meeting Date: October 7, 2024 – Mayor and Council

Item No.: 24-7027

Title: Mural Installation on Dumpster Enclosure at 40 S Peachtree Street

CC: Eric Johnson, City Manager

Recommendation

A recommendation from the Norcross Public Arts Commission to indefinitely table the installation of a mural on the dumpster enclosure located at 40 S Peachtree Street.

Background

The Norcross Public Arts Commission was approached by the previous Downtown Development Manager, and asked to commission an artist to paint a mural on the dumpster enclosure located at 40 S Peachtree Street, the Crossing Steakhouse.

On June 6, 2024, staff issued an RFP inviting experienced and creative artists or artist teams to submit proposals for consideration to design and paint attractive, fun-themed murals on the dumpster enclosure located in the parking lot of the Crossing Steakhouse. At the August 5 Council Meeting, NPAC recommended that the Council table this item and permit staff to revamp and re-issue the RFP to attract a larger pool of promising proposals.

Staff re-issued a public Call for Artists/Request for Proposals from August 15, 2024 – August 25, 2024, and received responsive proposals from two (2) artists: Arthur Smith Jr. and Jose Solis.

NPAC's recommendation is based on evaluating proposals using a specific scoring rubric to select the concept with the highest score.

The chosen concept involves a pop-up art installation that will contribute to the progression and development of visual arts in the city. This installation aims to enrich the city's artistic landscape by showcasing innovative artistic expressions, creating an immersive experience for art enthusiasts and the community as a whole.

Goals for the dumpster enclosure mural:

- Beautify the parking lot and the view from surrounding residents
- Add a pop of color and whimsical flare to the area with consideration of Norcross' branding
- Develop a work of visual art that creates interactive experiences
- Add fun, energy, and a sense of adventure to the downtown area
- Create a lasting impression that promotes Norcross City attributes.

Attachment: Agenda Report - Mural Installation on Dumpster Enclosure at 40 S Peachtree Street - Updated (24-7027 : Mural Installation on

NORCROSS
a place to imagine

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

Financial Impact

$2,400 to be absorbed by current NPAC budget.

Consistent with Comprehensive Plan?

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

Attachments

RFP-NPAC-24-03-Mural-on-Dumpster-Enclosure-at-the-Crossing-Steakhouse-REISSUED

Arthur Smith - Mural Installation Proposal

Jose Solis - Mural Installation Proposal

Recommended Mural - Jose Solis - Sunset

Next Steps

Should Council approve the installation of the proposed mural, the selected artist will be notified and asked to provide an updated installation timeline.

NPAC will coordinate with the City to have the dumpster enclosure pressure washed to ensure that the area is clean and prepared for the mural installation.

Update

During their regular meeting on September 24, 2024, NPAC unanimously voted to rescind their initial recommendation presented to the Council at the September Policy Work Session. This decision was influenced by feedback from the community, the City Council, and internal concerns raised by commission members. As a result, NPAC recommends that the Council indefinitely table the installation of a mural at 40 S Peachtree Street.

NPAC remains committed to engaging in further discussions and exploring alternative opportunities to enhance this space, with a strong emphasis on soliciting and incorporating public input.

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

Attachment: Agenda Report - Mural Installation on Dumpster Enclosure at 40 S Peachtree Street - Updated (24-7027 : Mural Installation on

Attachment: RFP-NPAC-24-03-Mural-on-Dumpster-Enclosure-at-the-Crossing-Steakhouse-REISSUED (24-7027 : Mural Installation on Dumpster

City of Norcross &
NORCROSS PUBLIC ARTS COMMISSION

REQUEST FOR PROPOSALS
RFP – NPAC 24-03 (Reissued)

Fence Mural – Dumpster Enclosure at the Crossing Steakhouse

Title of Request for Proposals (RFP):
RFQ-NPAC 24-03:
Fence Mural – Dumpster Enclosure at the Crossing Steakhouse

Owner:
City of Norcross

Site Location:
40 South Peachtree Street Norcross, GA 30071

Issue Date:
Thursday, August 15, 2024, at 12:00 PM

Last Day/Time to Submit Questions:
Friday, August 23, 2024, at 12:00 PM

RFQ Submission Due Date:
Sunday, August 25, 2024, at 5:00 PM

Contact for RFQ Questions:
Norcross Public Arts Commission
npac@norcrossga.net

Submission Requirements:
Proposals shall be submitted electronically to
shayla.alexis@norcrossga.net.

Attachment: RFP-NPAC-24-03-Mural-on-Dumpster-Enclosure-at-the-Crossing-Steakhouse-REISSUED (24-7027 : Mural Installation on Dumpster

PROJECT OVERVIEW

About NPAC

The Norcross Public Arts Commission (NPAC) is a seven-member commission with the mission of cultivating a growing, creative arts community. The commission partners with local artists, galleries, and other Norcross boards. The goal is to install public art that resonates with the heart of Norcross and leaves a lasting impression on visitors to our city and parks. This initiative aims to weave a tapestry of creativity, community, and culture. At the core of this mission is the Norcross Master Arts & Cultural Plan—a visionary document adopted by the Mayor & Council in 2023.

Assignment

The City of Norcross, in partnership with NPAC, is seeking experienced and creative artists or artist teams to submit their proposals to design and paint a Norcross-themed mural on the forward-facing sides of the wooden fence surrounding the dumpster located at the south end of The Crossing parking lot. The non-forward sides of the structure should be painted a solid color that matches the colors of the mural. Before submitting proposals, artists are strongly encouraged to visit the project site in person. This will provide them with an opportunity to immerse themselves in the environment and surroundings of the city, thereby gaining insight and inspiration that can be integrated into their proposals.

NPAC's goals for the dumpster enclosure mural:

- Beautify the parking lot and the view from surrounding residents
- Add a pop of color and whimsical flare to the area with consideration toward Norcross branding
- Develop a work of visual art that creates interactive experiences
- Add fun, energy, and a sense of adventure to the downtown area
- Create a lasting impression that promotes Norcross City attributes. For example:
  - A Place to Imagine
  - Filming hot spot
  - Shopping and restaurants
  - Tree-lined streets
  - Trains and festivals
  - Certified Bee City

About the Project Site

The dumpster enclosure is situated in the parking lot of Crossing Steakhouse, just beyond the restaurant's main entrance, and is visible from most local establishments in Historic Norcross.

The Train Depot, now known as The Crossing Steak House, was originally built on the western side of the tracks. In November 1908, the original train depot caught fire in the middle of the night and burnt to the ground.

In 1909, it moved to its current location on the east side of the tracks. This depot in the early 1900s put the city of Norcross on the map.

Today, this train depot stands not just as a relic of the past, but as a testament to our community's resilience and adaptability. For 150 years, this building has been a hub, serving the local community and welcoming visitors from all over, a true symbol of our collective history.

Now, you can dine on Contemporary American Cuisine in an atmosphere as genuine as America itself.

Project Objectives

Expresses the values of the City of Norcross through the integration of art that fuels a sense of adventure, fun, and creativity.

Project Specifications

Media: Murals & Street Art, Appropriate for Outdoor Space

The scope includes approximately 19-00-08/10-07-08 OR 228.5 inches long and 127.5 inches wide of fence enclosure; only the forward-facing sides will showcase murals, while the additional two sides will be painted a solid color to provide continued cohesiveness.

The artwork will remain on display for six months to two years, depending on wear and tear, with installation tentatively planned for July to August 2024.

Project Budget

Not to exceed $2,400.00

The budget is inclusive of the artist fee and all expenses for the production of the work, including but not limited to design, materials, supplies, equipment, fabrication, transportation, installation and labor, and insurance.

Attachment: RFP-NPAC-24-03-Mural-on-Dumpster-Enclosure-at-the-Crossing-Steakhouse-REISSUED (24-7027 : Mural Installation on Dumpster

How to Apply

- Eligible artists will be Georgia-based, reside in Georgia, or have ties to Georgia;
- Eligible artists will have experience with the requested medium and be able to explain special considerations for the surface in scope (i.e. Brick, concrete, wood, etc;
- Eligible artists will represent and warrant that the artwork will be an original work of art by the artist;
- Eligible artists shall have previously created large-scale public art or exterior projects on their own or as an artist team;
- Eligible artists must be willing to meet contractual obligations and adhere to the budget and timeline agreed upon, weather permitting;
- Eligibility is open to artists 18 years or older who are eligible regardless of race, color, religion, national origin, gender, gender identification, military status, sexual orientation, marital status, or physical ability;
- Candidates must be eligible to work in the United States.

What to Include in Proposal

1. Resume - Include a professional resume for yourself and each team member, if applicable, highlighting relevant experience.
2. Supporting Works - Include images of 2-6 completed works of similar scale with an image identification sheet to describe each work. You may also submit renderings and proposals that are relevant.
3. Professional References - Three professional references who can speak to the applicant's qualifications and work ethic.
4. Artists Statement - An artist statement will be required by the artist who will be the principal contact and project manager. The statement should be a brief letter explaining how you meet the Artist Eligibility Requirements defined in this RFP, why you want to be a part of this project, and how your vision can contribute to enhancing Norcross culture. If a team is applying, explain the team member's roles and why your team's experience makes you the best candidate for this project. (limit to 2 pages).
5. Artwork & Vision Statement for this specific project - Include proposed artwork and a brief narrative of each describing the intent or vision you have for this project and how it meets or exceeds the requirements stated. Please note that this RFP does not place any limitations on design images, so feel free to include as many designs as you'd like for consideration.
6. Proposed Pricing - Include an itemized quote which accounts for all project expenses in the following categories:
    a. concept development fees;
    b. artist fees;
    c. materials;
    d. miscellaneous expenses. Submissions exceeding the identified project budget or that do not comply with the requirement for an itemized quote will not be accepted.
7. Project Timeline - Include a tentative schedule for the project from inception to completion.

Attachment: RFP-NPAC-24-03-Mural-on-Dumpster-Enclosure-at-the-Crossing-Steakhouse-REISSUED (24-7027 : Mural Installation on Dumpster

Deadline for Proposal Submissions

Sunday, August 25, 2024, at 5:00 PM

The required materials, as stated above, must be submitted electronically to shayla.alexis@norcrossga.net by 5:00 PM Eastern Standard Time (EST) on the submission deadline date.

For questions, please contact:

The Norcross Public Arts Commission at npac@norcrossga.net.

Selection Process

NPAC will consider all submissions based on completeness and adherence to the criteria below. The scoring rubric below identifies five criteria, each assessed on a scale of 1 to 5, resulting in a total score of 25. The leading concept/vendor will secure NPAC's recommendation for approval by the City Council. The winning candidate will be notified by email.

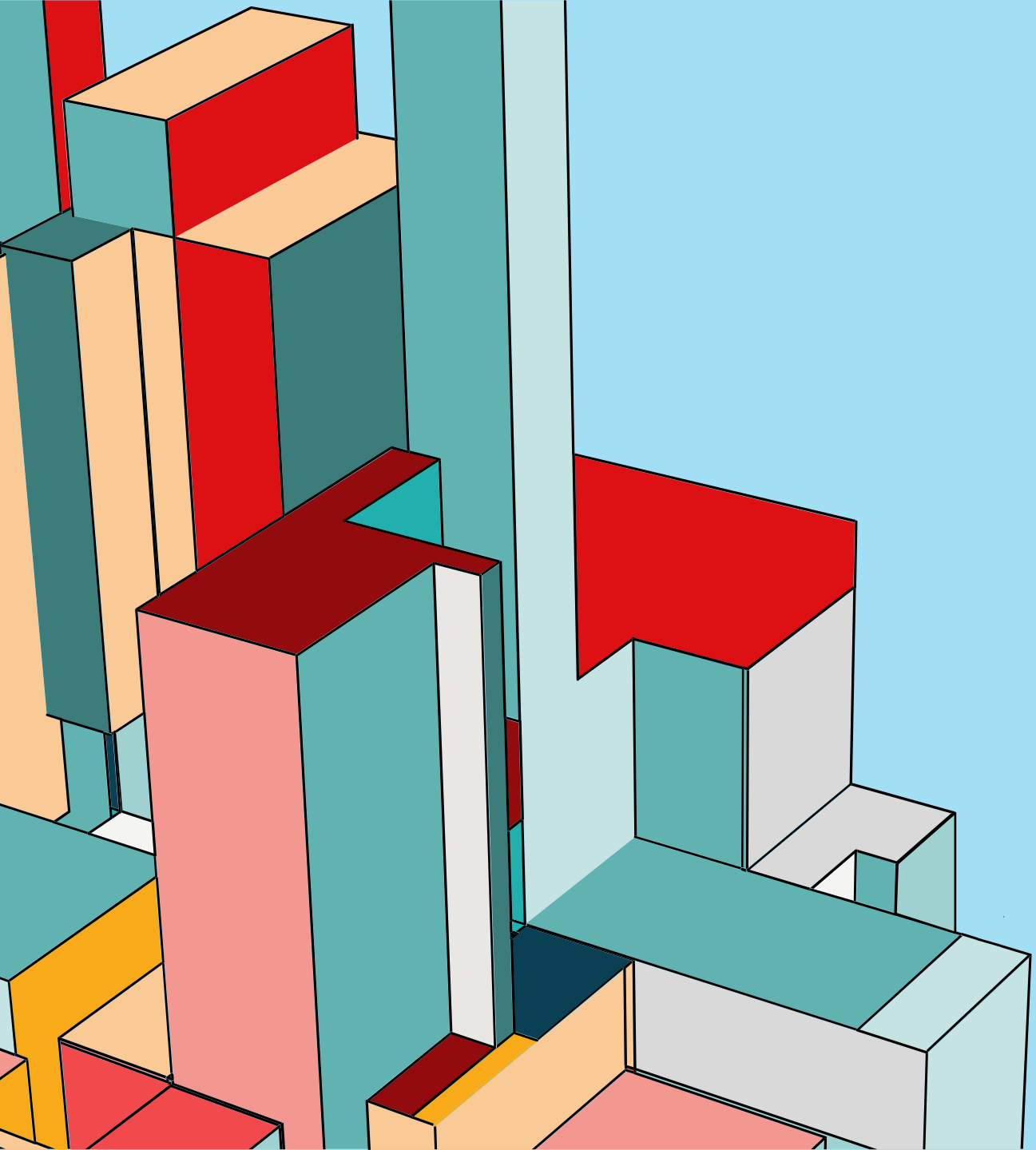
Scoring Rubric

1. Professional Qualifications - The artist has relevant professional experience with similar projects (evaluated by resume, supporting works, and references). (5 Points)
2. Artist Eligibility - The artist meets the eligibility criteria identified in the Request for Qualifications (evaluated by the artist statement). (5 Points)
3. Artwork & Vision – The proposed artwork and artist's vision are creative, clear, and compelling and demonstrate adherence to the project objectives (evaluated by the proposed artwork and vision statement). (5 Points)
4. Pricing - The artist's quote is itemized as defined, competitive, and reasonable for the design, surface, and time/effort required (evaluated by the pricing quote). (5 Points)
5. Project Timeline - Include a tentative schedule for the project from inception to completion. (5 Points)

General Conditions:

- TBD by the City's legal team. A formal contractual agreement will be prepared for review and execution.
- The City of Norcross reserves the right to reject all submittals and decline to award contracts for this project.

Attachment: RFP-NPAC-24-03-Mural-on-Dumpster-Enclosure-at-the-Crossing-Steakhouse-REISSUED (24-7027 : Mural Installation on Dumpster

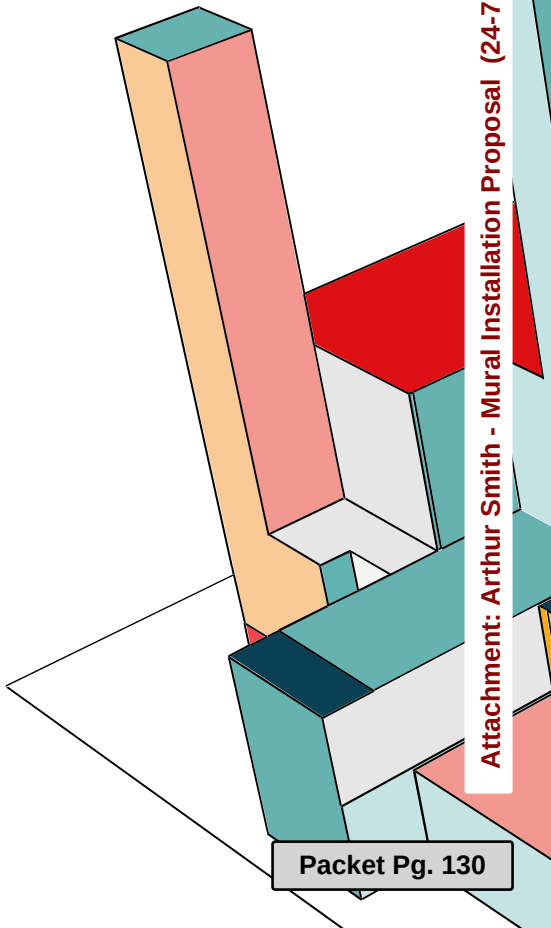


NPAC MURAL PROPOSAL

Arthur Smith Jr.
(Soul Outkast)

AGENDA

- Introduction
- Artist Statement
- Supporting Works
- Visual Statement
- Proposed Pricing
- Project Timeline



Attachment: Arthur Smith - Mural Installation Proposal (24-7027 : Mural Installation on

INTRODUCTION

Hey everyone! My name is Arthur, but everybody calls me Art for short. I have lived in Atlanta for 27 years and it grows more and more each day. I have been creating since the age of five years old. Over the past few years, I have created with mediums like; acrylic paintings, graphics, digital artwork, and apparel. I want to present my ideas for the murals and processing relating to finance, equipment, labor, etc.

RESUME. PDF

ARTIST STATEMENT

The brand, Soul Outkast, is based in Atlanta,Georgia and making a name for itself all over. Bringing new authentic designs from my ideas to express in public art, graphics design, apparel, or whatever medium I see fit.

My agenda is to show everyone that their gifts are a contribution to the community in every field. We need it especially from the youth because they can build a better tomorrow. The right support group can aid in them becoming who they are meant to be in this world.

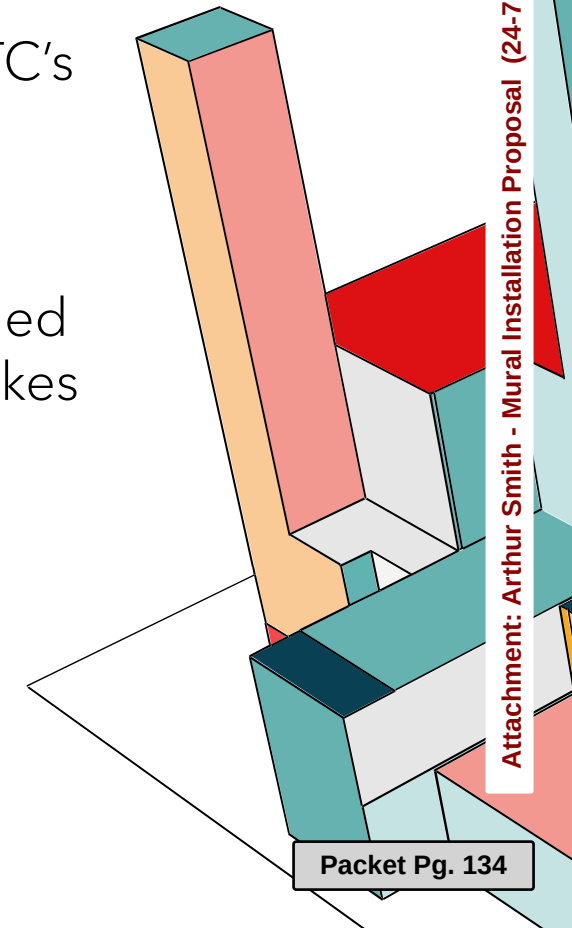
This project is an experience everyone can participate and explore their inner child. Bring joy into their day while walking or dining at a local restaurant.

SUPPORTING WORKS

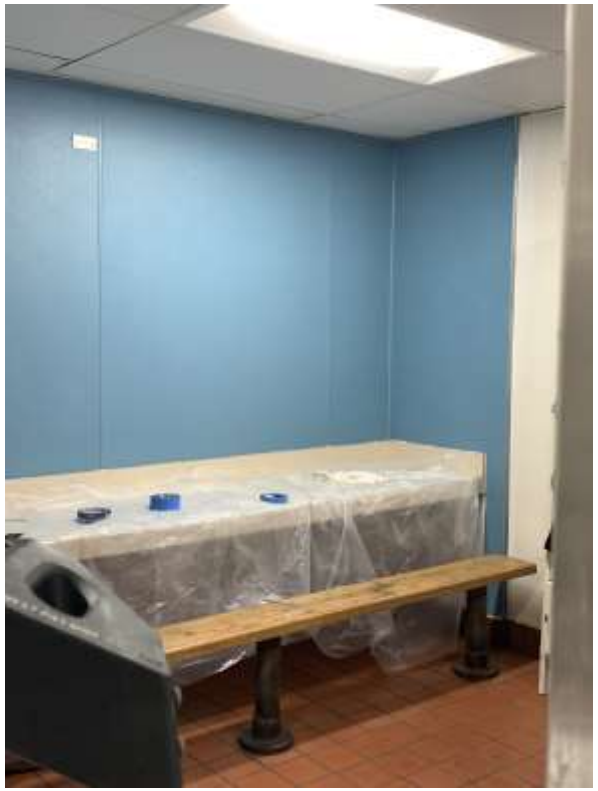
Portfolio of recent projects to display experience and give insight on the creativity.

CRACKER BARREL COMMISSION PROJECT

- This project was created in August – October 2023
- I painted two spaces in the restaurant which were the break room and ETC's office
- The break room is only base colors with an accent wall
- The office space has similar characteristics with the base colors, but I added two designs of fonts, shapes, and pattens to represent the brand that makes them successful



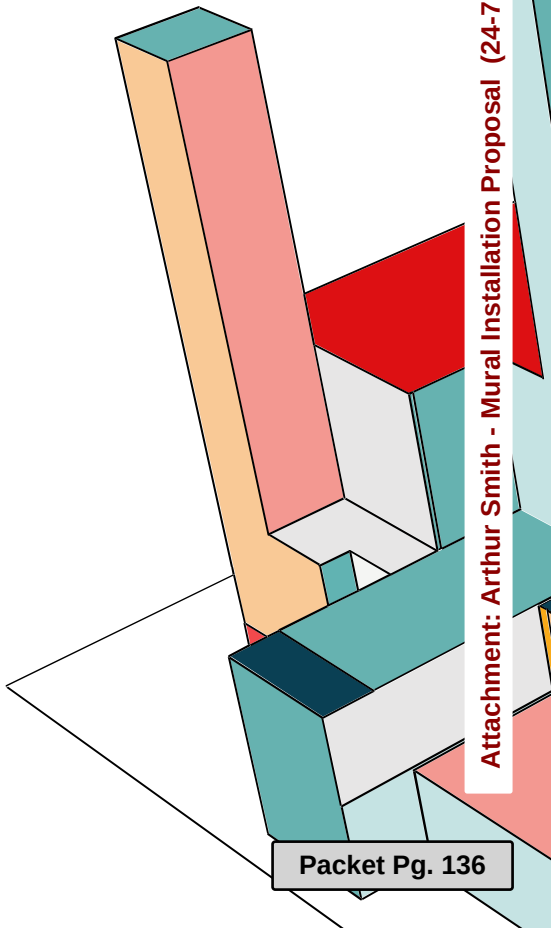
PHOTOS OF PROJECT



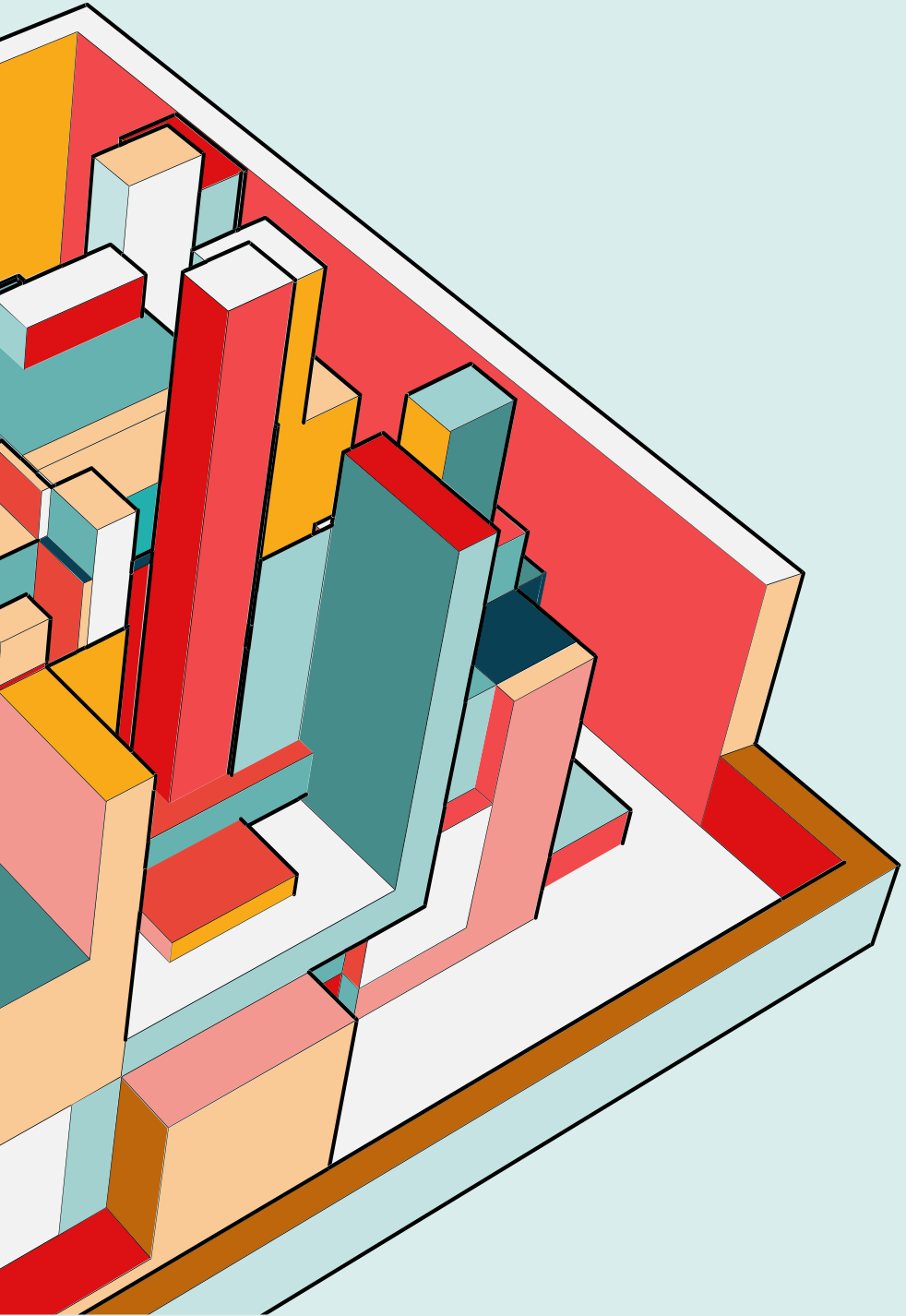
Attachment: Arthur Smith - Mural Installation Proposal (24-7027 : Mural Installation on

NPAC COMMISSION PROJECT

- This project was created in May 28-31st 2024
- I painted the gate with the design approve by the city and board.
- The gate is painted with an exterior wood acrylic primer and then a cyan blue exterior paint for the background.
- The design I created is displayed on the gate with mixture of mediums (acrylic spray paint, graffiti markers, and acrylic paint)



PHOTOS OF PROJECT



VISION STATEMENT

Let’s dive into the visual concept for the gate.

NARRATIVE TO HELP EXPLAIN

The concept is to add a little flare to the town. A statement that can relate to all generations with fun and creativity.

- Innovative
- Defining Tones
- Adventurous

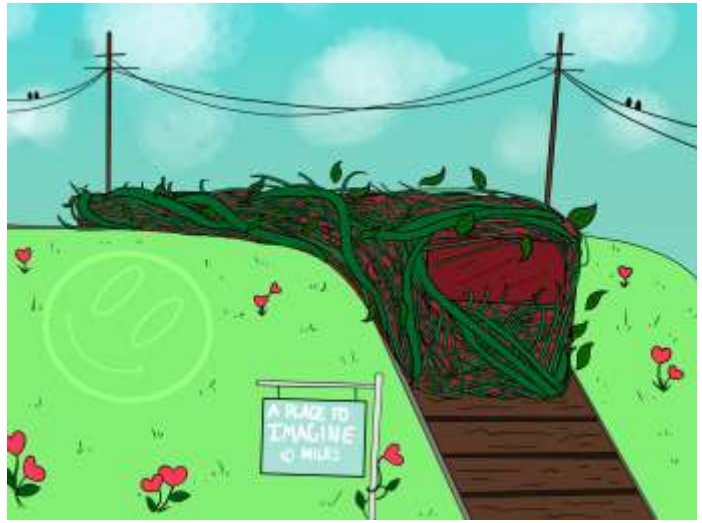
A term that enriches your inner child with joy for the day.

- Meaningful yet influential
- Get the community involved
- Visitors feel welcomed when they see the mural

Attachment: Arthur Smith - Mural Installation Proposal (24-7027 : Mural Installation on

GATE CONCEPT DESIGN

A)



B)

Attachment: Arthur Smith - Mural Installation Proposal (24-7027 : Mural Installation on

PROPOSED PRICING

MURAL LIST (LABOR, PAINT, AND SUPPLIES)

LABOR : $1500 (Concept development fee included)

MATERIALS : $521.86 (not including taxes)

Sherwin-Williams

DURATION EXTERIOR ACRYLIC LATEX SW 6802 (JACARANDA) (1 gallon = $102.99)

LATITUDE EXTERIOR ACRYLIC LATEX SW 6991 (BLACK MAGIC) (1 gallon = $95.99)

EXTERIOR LATEX WOOD PRIMER (2 gallons = $134.98)

PAINT ROLLER COVERS (3 pack = $13.78)

PAINT ROLLER FRAME 9” (1= $18.96)

STANDARD DUTY METAL TRAY (2 = $10.98)

ANGLED PAINT BRUSHES (2= $25.58)

Blick Art

MONTANA 94

WHITE (2= $13.98)

MALTA WHITE (2= $13.98)

SULFUR YELLOW (6.99)

MYSTIC GREEN ($6.99)

BLACK (13.98)

SPRAY CAP (Green Level 3, Skinny) ($0.99)

SPRAY CAP (Green Level 2, Fine Skinny) ($0.99)

SRAY CAP (Needle Fine Liner) ($1.98)

PAINT MARKERS

BLACK K-55 (2= $26.24)

SEMPERFORCE BLACK NITRILE GLOVES (24.99)

Attachment: Arthur Smith - Mural Installation Proposal (24-7027 : Mural Installation on

PROPOSED PRICING CONT'D

Miscellaneous fees are not a concern at this time, so I didn't include a pricing for that.

If it needs to be discussed at a later time, we can discuss any concerns with those fees.

Attachment: Arthur Smith - Mural Installation Proposal (24-7027 : Mural Installation on

PROJECT TIMELINE

- The objective is to complete the project within a five day time frame (2 days for preparation and priming / 2 days for designs and painting / final day for touch ups)
- I like having a schedule, so maybe it can be like 9:00 am - 4:00 pm each day
  - I will need to be able to stay late at least one of the first two days in order to layout the design for the following day.
  - I'll take a break in between each session in order eat, rest, bathroom, etc.
- The main thing is keeping communication with the team with updates.

Attachment: Arthur Smith - Mural Installation Proposal (24-7027 : Mural Installation on

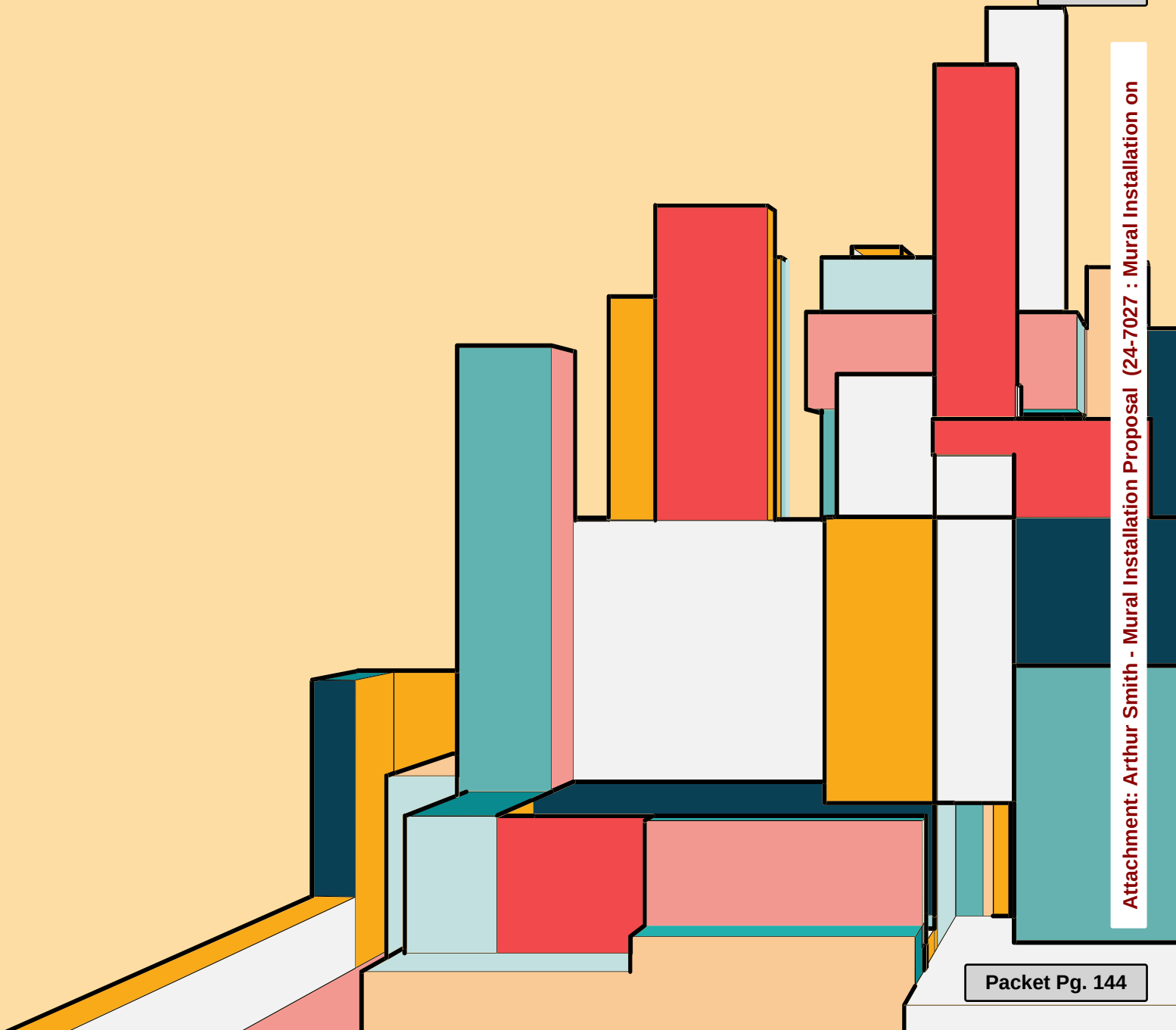
THANK YOU

Arthur Smith

678-727-8636

souloutkast8@yahoo.com

www.souloutkast.com



City of Norcross Fence Mural

08.18.2024

—

Darius Solis
2138 Penrose Drive
Atlanta, GA 30324
josesolis0198@gmail.com
(770) 767-1275

Artist Statement

I currently do not reside in the city of Norcross but when I first arrived in Georgia this city made me feel at home. The community and unity I sought out in other places could not be found or even thought of in the way that this city has come to show me. I am truly grateful for the city's show of love and with my professional experience as a painter and designer I would like to show my love back. I have been blessed with the spectacular opportunities to be able to grow and develop my art and thankfully I have achieved a level of professionalism working with multimillion dollar companies that I have no doubt in my mind that I can finish this project in the shortest amount of time possibly, not only delivering a quick job but one that lives up to the character of this city in both quality and presentation.

Artist Vision

The train depot was the one landmark in Norcross that can be strongly identified as the most important catalyst in the city's history and although Historic Norcross still paints a vivid picture of this I think to make life be represented through art is a very powerful image. This being said, my vision for this project, that stands behind a restaurant that also pays homage to the historical crossing, is one that shows what this train looked like. I intend to paint an impressionist version of this train set against the natural background of what Norcross looked like in its glory during the start of the city.

Milestones

1. Pressure wash, fill cracks and smooth surface, prep and prime paint area(s)
2. Paint outline
3. Paint general areas
4. Blend paint colors and add details
5. Examine and adjust finishing touches

Darius Solis.

Experienced graphic designer and aspiring human.

2138 Penrose Drive
Atlanta, GA 30324
(770) 767-1275
Josesolis0198@gmail.com

EXPERIENCE

La Fiesta Grande, Marietta, GA —Co-owner/Manager

March 2020 - March 2021

- Assumed control of a business on the verge of closing with the goal of ultimately reviving business.
- Created and implemented operational systems as well as created and energized a team structure
- Designed and distributed marketing materials, attracted new customers, and re established customer trust in company brand

Pyramid America, Mt. Vernon, NY — *Senior Designer*

December 2018 - March 2020

- Conceptualized and designed marketing and packaging materials for a multitude of Fortune500 companies working under a licensing agreement
- Communicated with clients and client representatives to deliver assignments in a timely manner
- Coordinated with production teams to ensure a quality product that lived up to specs and design

Latino Nights Promotions, Stamford, CT — *Operations Manager, Chief Marketing Officer*

January 2018 - June 2020

- Partnered with failing and dying nightclubs and successfully revitalized them making them the best in their citie.
- Designed, ordered and distributed traditional and nontraditional marketing materials to engage new and larger crowds
- Throughout job lifetime was directly responsible for hiring and training hundreds of employees and saw to their successful entry into the business

Movement Screen Printing, St. Petersburg, FL — *Shop and Production Manager*

June 2017 - January 2018

- Was hired to help structure and organize new printing business
- Created systems for smoother and more efficient workflows
- Managed team as well as production outputs and times guaranteeing quality and due dates

SKILLS

High business acumen

Amazing illustrating skills.

Great people skills with an eye for talent.

Critical thinking with a great ability to ask questions and find information that leads to better design

Certifications

Adobe Suite Certified

Conflict Resolution Training

Workforce Development Training

M&R Screen Print Operator

LANGUAGES

English and Spanish fluent, learning Mandarin

REFERENCES

Joe Argo - Program Manager, Dept. Of Labor (470) 936-4242

Hope Hilton - Professor, Morehouse College (706) 206-0636

Paul Pendergrass, fmr. CocaCola executive (404)

Attachment: Jose Solis - Mural Installation Proposal (24-7027 : Mural Installation on Dumpster Enclosure at 40 S Peachtree Street)

993-8973

EDUCATION

Clearwater High School, Clearwater, FL — *H.S. Diploma*

August 2014 - June 2016

St. Petersburg College, Clearwater, FL

June 2015 - June 2016

University of South Florida, St. Petersburg, FL

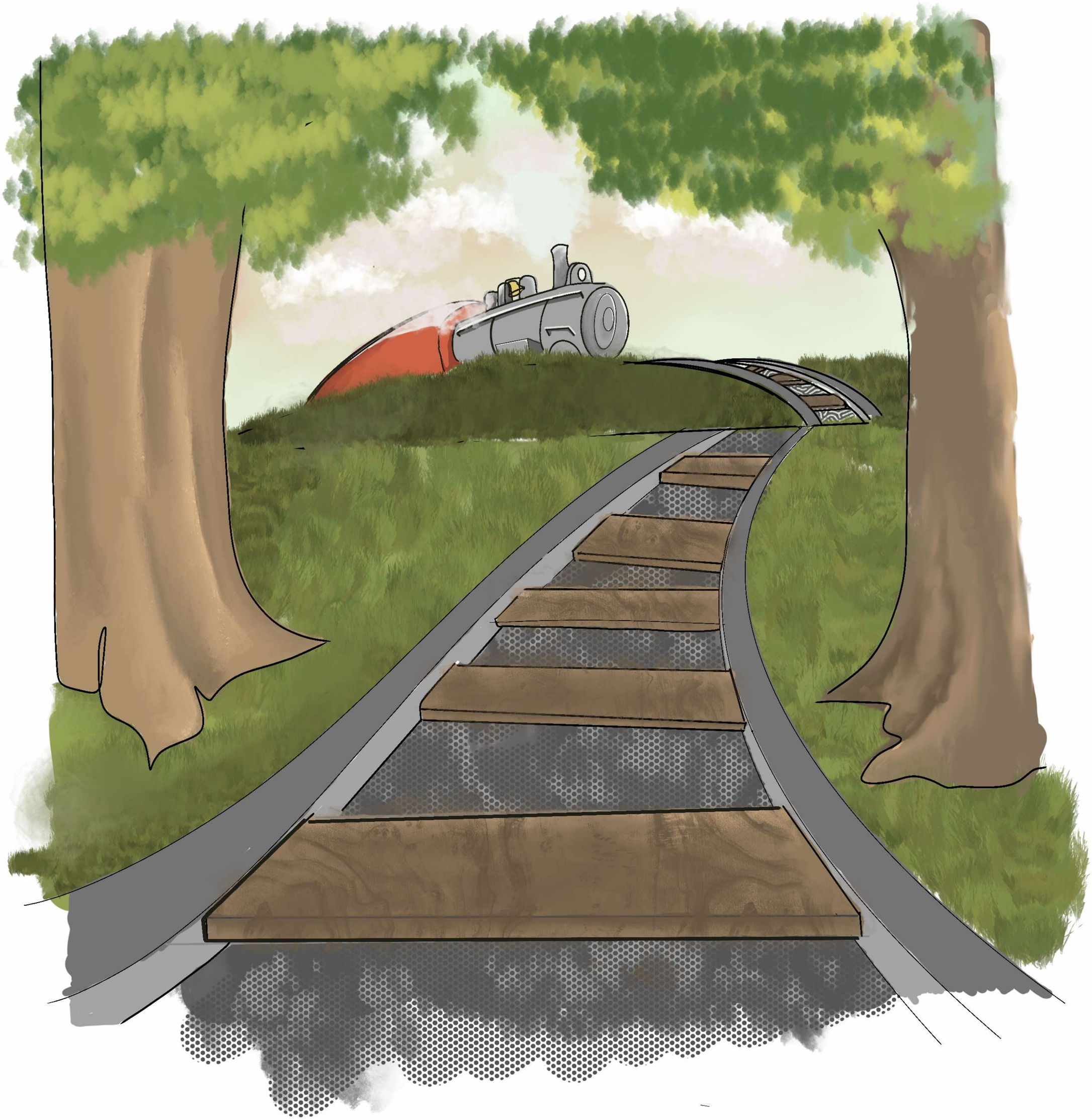
August 2017- December 2017

HOBBIES

- *Drawing, Painting*
- *Mountain Biking*
- *Music and Music Production*
- *Reading*

.

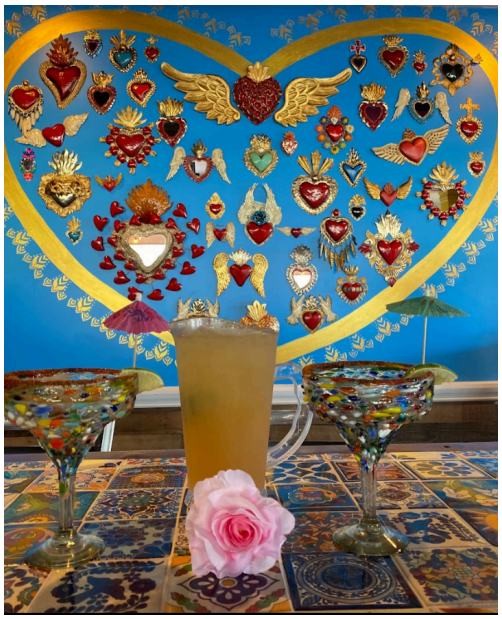
Attachment: Jose Solis - Mural Installation Proposal (24-7027 : Mural Installation on Dumpster Enclosure at 40 S Peachtree Street)

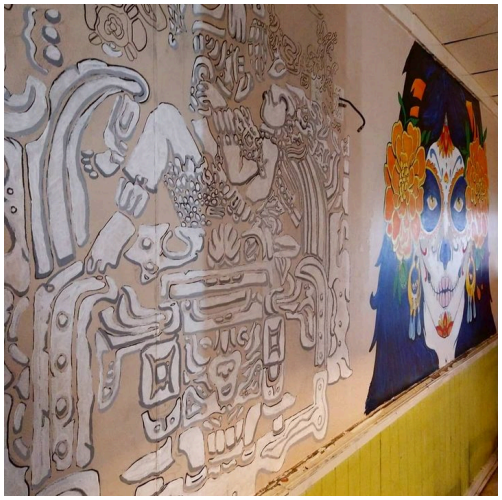


Attachment: Jose Solis - Mural Installation Proposal (24-7027 : Mural Installation on Dumpster Enclosure at 40 S Peachtree Street)

Darius Solis

Mural Works





ABOUT THE ARTIST

I am a multimedia artist specializing in visual art. I'm from the Bronx, NY where I grew up in a diverse neighborhood and was instilled upon me a strong sense of community. My work displays this show of unity typically through striking images and story telling.

Corazón de Mexico

This is a multi-media work, the outer border is done with an acrylic primer and a metallic oil over the top. The hearts within the primary heart shaped border are paper-mache/gesso mixes formed in different heart shaped to make this depiction pop.

Acrylic, Oil, and Paper-mache on drywall

2022

Astronauta Maya

This is a depiction of a famous Mayan glyph of a man whom appears to be in a spaceship although, true intention of the original glyph is unknown. This was to be a very large work measuring over (12x30')

Acrylic paint and oil based marker on textured drywall

2021

Madre del Universo

This is an ink drawing of the Virgin Mary accompanied by elements of the universe in the background.

Ink on paper, (24x48”)

2018

Catrina

This is a depiction of a woman wearing a typical traditional costume worn for the Mexican Day of the Dead Festivities, accompanied by cempasúchil flowers in her head dress.

Acrylic on textured drywall (12x17’)

2021

Nubes

Cloud work made in the background of a special designed framed version of *The Creation of Adam* print on ceiling, 12’ in height

Acrylic on drywall (30x20’)

2019

Attachment: Jose Solis - Mural Installation Proposal (24-7027 : Mural Installation on Dumpster Enclosure at 40 S Peachtree Street)

Attachment: Jose Solis - Mural Installation Proposal (24-7027 : Mural Installation on Dumpster Enclosure at 40 S Peachtree Street)

LOGO DESIGN

Commissioned work from Florida wing restaurant chain, Ker's *WingHouse Bar and Grill*, headquartered in Largo, FL; designed alongside licensed merchandise, promotional products, uniforms, and signage.

WingHouse logo, circa. 2017

Contracted work for *Castillo Ink,* a tattoo, piercing, and boutique supply company based in Yonkers, NY. Additionally designed merchandising, promotional products, and signage.

Castillo Ink, circa. 2015

Contracted work for *Wraptitude,* a fast-food inspired burrito and taco chain based in Texas. Additionally designed uniforms, signage, and menus.

Wraptitude, circa. 2017

Attachment: Jose Solis - Mural Installation Proposal (24-7027 : Mural Installation on Dumpster Enclosure at 40 S Peachtree Street)

Commissioned work from the *New York City Parks Department*, work was in dedication towards a campaign promoting the 40th year anniversary of the Parks dept.'s Greenthumb program, geared towards encouraging community and communial gardening. Also designed promotional products, banners, and retail products

New York City Parks Dept. campaign logo, circa. 2017

NYC Parks
GreenThumb
40TH ANNIVERSARY

Contracted work for *DADI,* a Hong Kong based student services organization. DADI's main business is in the dedication of tutorship, however, they also dedicate a portion of their resources to supplying under-privileged students with school materials and uniforms.

DADI®
OVERSEAS STUDIES CENTRE
大 地 教 育

Charity work for *P'alante. P'alante* is an organization dedicated towards the education of young women and girls throughout the Americas, supplying scholarships to attend North American universities.

P'alante, circa. 2019

P'ALANTE
MOVING FORWARD

Commissioned work from *Alberto's Landscaping and Maintenance*, an Atlanta based landscaping company. Also designed uniforms, promotional products, marketing materials and signage.

Alberto's Landscaping and Maintenance
circa. 2020

Commissioned work from *Tellico Coins*, an arcade supply and repair company. Tellico dedicates the majority of their business towards arcade machine supply and repair however have diverse services including mobile arcade services and chain machine maintenance for businesses with multiple locations.

Tellico Coins, circa. 2019

Commissioned work from *Tee Ruk*, a hot sauce manufacturing and wholesale distribution company based in California. Initially only supposed to be a packaging design, spread across their products, the design was later moved onto to being their principal logo. Also designed packaging, promotional items, and signage.

Tee Ruck, circa. 2019

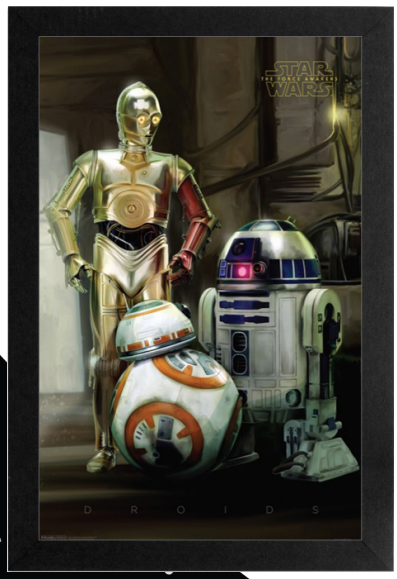
Commissioned work for *Cafe Luna*, a bar and nightclub in Stamford, Connecticut. Also designed, signage, marketing materials, promotionals items, uniforms, and packaging.
Cafe Luna, circa. 2019

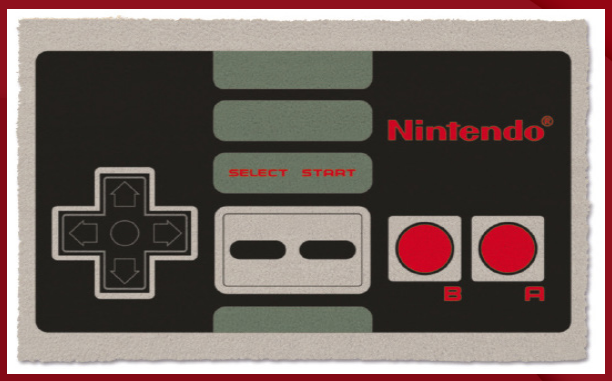
Contracted work from the Marreese Speights Foundation; owned and operated by professional NBA player, Mareese Speights, this foundation's dedication is providing a strong eduction towards the African American inner city children in St. Petersburg, FL, Mr. Speights hometown. Also designed promotional products and signage.
Marreese Speights Foundation, circa. 2015

Commissioned work from *Master Midz Collective (MMC)*. MMC is a northern California based MMJ community collective, dedicated to providing their patients with the best care obtainable. Also designed promotional products, signage, and uniforms.
MMC, circa. 2019

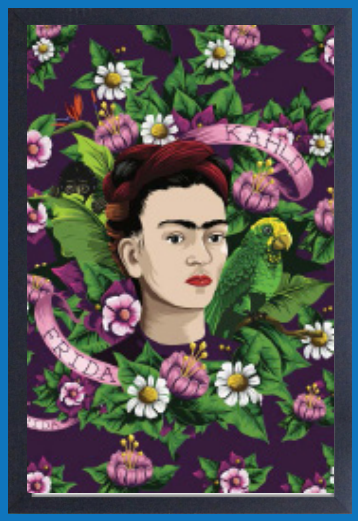
PRODUCTION DESIGN

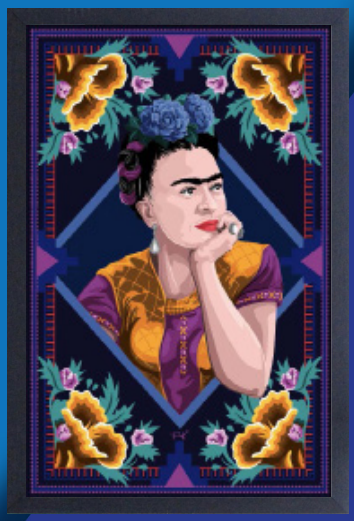
Contracted work from *Disney's Star Wars* franchise; this work was completed under the authority of the North American license holder for promotional and retail goods. Designed framed art, posters, stationery, and other retail goods.





Contracted work from *Warner Brothers, Disney, and Nintendo*; this work was completed under the authority of the North American license holder for promotional and retail goods. Designed retail goods for several major comic and gaming brands, including *Warner Brother's DC, Disney's Marvel*, and many of *Nintendo*'s main game brands including *Mario*, *Zelda*, *Donkey Kong* and many more.Designed framed art, posters, stationery, and other retail goods.
DC, Marvel, Nintendo, circa. 2019





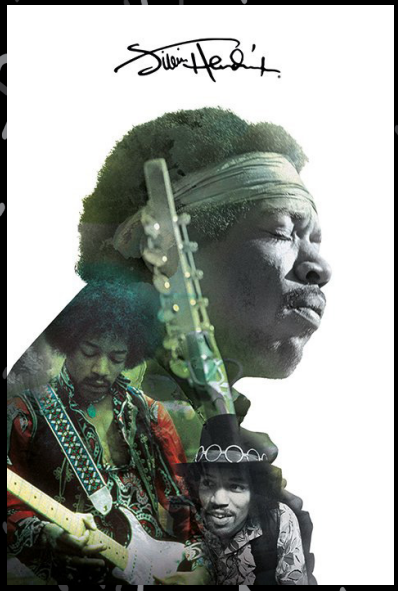
Contracted work for the estate of *Fridha Kahlo*; this work was completed under the authority of the North American license holder for promotional and retail goods. The estate of *Fridha Kahlo* wanted to come out with a new set of retail goods to appeal to a younger generation while maintaining their brand integrity. Designed framed art, posters, stationery, and other retail goods.

The estate of Fridha Kahlo, circa. 2019

Contracted work for the *James Danger* organization. *James Danger* is an American tattoo artist whom is commonly known for his television appearances and art prints released; this work was completed under the authority of the North American license holder for promotional and retail goods. This work was a series of mugs based on the art of tattoo artist, James Danger.

James Danger, circa. 2019

Contracted work for the *Wu-Tang Clan,* a largely popular and famous hip-hop artist collective from New York City; this work was completed under the authority of the North American license holder for promotional and retail goods. The *Wu-Tang Clan* wanted to have a slight refresh in their retail goods for a new campaign of Wu-Tang Forever as well as for a refresh to their retail goods already in circulation. Designed posters, mugs, framed art, and other retail goods.
Wu-Tang Clan, circa. 2019



Contracted work for the estate of *Jimi Hendrix*, and *The Clash*; *Jimi Hendrix* and *The Clash* are two of the most famous and influential artists in the rock genre of the 19th century. The works were done for retail sale, it was a refresh of the products they had in circulation. Designed posters, framed art, mugs, and other retail goods.

The estate of Jimi Hendrix, and ***The Clash***,

Commissioned work for *Azteka Apparel*, a New York based streetwear clothing brand; work was done in collaboration with the brand for retail sale and wholesale distribution. Also designed promotional goods, stickers, hats, and other retail goods.

Azteka Apparel, circa. 2017-19

UI/UX DESIGN

Contracted UI/UX for *HyperionX*; *HyperionX* is a digital fiduciary company with a centralized focus on the creation of a new digital currency and marketplace geared towards the distribution of said currency. This project was completed in partnership with known computer agency, *IBM*. Designed web UI/UX for digital marketplace as well as brand iconography, logo, promotional goods, signage, apparel, and marketing materials.

HyperionX/IBM, circa. 2019

Attachment: Jose Solis - Mural Installation Proposal (24-7027 : Mural Installation on Dumpster Enclosure at 40 S Peachtree Street)

PERSONAL WORKS

These works were designed and made independently of any client or project. The works shown on this page and the one prior were design between 2018-20.

Independent works, circa. 2018-20

Attachment: Jose Solis - Mural Installation Proposal (24-7027 : Mural Installation on Dumpster Enclosure at 40 S Peachtree Street)

Darius Solis

QUOTE

Quote # 1-City of Norcross

Date: Aug 19, 2024

PO Number: #1

Bill To:

City of Norcross

Item	Quantity	Rate	Amount
Quart of exterior latex paint	7	$25.00	$175.00
Gallon of exterior acrylic primer	2	$50.00	$100.00
Pressure washer rental	1	$60.00	$60.00
Concept Design	1	$500.00	$500.00
Prep work labor	1	$200.00	$200.00
Artist Labor	1	$1,365.00	$1,365.00

Subtotal:	$2,400.00
Tax (0%):	$0.00
Total:	$2,400.00

Notes:

To be completed in 3 business days

Attachment: Jose Solis - Mural Installation Proposal (24-7027 : Mural Installation on Dumpster Enclosure at 40 S Peachtree Street)

Attachment: Recommended Mural - Jose Solis - Sunset (24-7027 : Mural Installation on

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

City of Norcross

Legislation Details (With Details)

File #:	24-7125	**Version:**	
Type #:	Agenda Item	**Status:**	
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	DDA Mural at Installation at 29 Jones Street		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - DDA Mural Installation at 29 Jones Street
2. Proposed Mural Installation

Title
DDA Mural at Installation at 29 Jones Street

Drafter
Liz Simpson

Motion
A motion to Approve/Deny a recommendation from the Norcross Public Arts Commission to indefinitely table the installation of the proposed Jazz Mural at 29 Jones Street.

NORCROSS
a place to imagine

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

Agenda Report

To: Mayor and Council

From: Elizabeth Simpson, Chair of Norcross Public Arts Commission

Meeting Date: October 7, 2024 – Mayor and Council

Item No.: 24-7125

Title: DDA Mural Installation at 29 Jones Street

CC: Eric Johnson, City Manager

Recommendation

A recommendation from the Norcross Public Arts Commission to indefinitely table the installation of the proposed Jazz Mural at 29 Jones Street.

Background

The Norcross Public Arts Commission (NPAC) was approached by Norcross Downtown Development Norcross (DDA), which expressed interest in installing a mural on the side wall of 29 Jones Street. The DDA is committed to covering 100% of the associated costs.

The DDA has already identified an artist, Ms. Lenia Castro of Upper Westside Murals, to paint the mural and has produced a concept design for consideration.

The proposal for this particular artwork was initially intended for installation on the outer wall adjacent to Clean Wave Laundry in the Centro Norcross Plaza, situated at 5720 Buford Highway. The owner ultimately opted for an alternative concept and artist for the space.

The DDA Chair presented the proposed artwork installation at NPAC's August 27 Regular Meeting. Following the presentation, NPAC approved the artwork contingent upon reworking it to suit the new area better. After the necessary revisions were made, NPAC approved the updated mock-up at as Special Called Meeting on September 10, 2024.

Financial Impact:

There is no financial impact on the City as the DDA will cover all expenses.

Attachment: Agenda Report - DDA Mural Installation at 29 Jones Street (24-7125 : DDA Mural at Installation at 29 Jones Street)

NORCROSS
a place to imagine

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

Consistent with Comprehensive Plan?

1. Continues to define Norcross' sense of place

Attachments

Proposed Mural Installation and Location

Next Steps

Should the Council approve the mural installation, the DDA will take charge of coordinating the installation of the mural. Throughout the process, the DDA will ensure NPAC remains informed about the progress and timeline of the installation.

Update

After thorough deliberation of input from the community and the City Council, as well as internal concerns about the proposed artwork, NPAC believes that the DDA proposed Jazz Mural is not suitable for the intended location at 29 Jones Street.

NPAC's recommendation is primarily based on the fact that the proposed location already features several existing murals, including the Social Fox Mural and Arthur Smith Fence Mural. NPAC believes adding another mural in this area could lead to an overly saturated appearance in Historic Downtown Norcross.

Additionally, there were concerns about the potential impact of the mural on filmmaking opportunities in the area. NPAC had previously discussed concerns with the DDA about the large "NORCROSS" print in the artwork and suggested they consider proposing an alternate option without the "NORCROSS" text.

Furthermore, NPAC has carefully considered substantial public and Council feedback regarding this mural. Public feedback is of utmost importance to the Commission and will be taken into account in any NPAC recommendation regarding artwork installations in the City of Norcross.

At their regular meeting on September 24, NPAC unanimously voted to rescind their initial recommendation presented to the Council at the September Policy Work Session. Considering the aforementioned reasons, the Commission recommends that the Council indefinitely table the Jazz Mural installation at 29 Jones Street.

Attachment: Agenda Report - DDA Mural Installation at 29 Jones Street (24-7125 : DDA Mural at Installation at 29 Jones Street)

NORCROSS
IRON HORSE
TAVERN
R
R
IRON HORSE
PARKING
ONLY
No 2

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

City of Norcross

Legislation Details (With Details)

File #:	24-7127	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Restated Defined Benefit Retirement Plan		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Restated Defined Benefit Retirement Plan
2. Summary of Amendments
3. City of Norcross Adoption Agreement
4. City of Norcross Addendum

Title
Restated Defined Benefit Retirement Plan

Drafter
Camille Washington

Motion

A motion to Approve/Deny an Ordinance to amend and restate the Retirement Plan for the Employees of the City of Norcross, Georgia, in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

NORCROSS
a place to imagine

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

Agenda Report

To: Mayor and Council

From: Camille Washington, Human Resources Director

Meeting Date: October 7, 2024 – Mayor and Council

Item No.: 24-7127

Title: Restated Defined Benefit Retirement Plan

CC: Eric Johnson, City Manager

Recommendation

Approve the City of Norcross' Defined Benefit Retirement Plan Restatement.

Background

The Defined Benefit Retirement Plan (Plan) was recently restated and received a favorable determination letter from the IRS. The plan is comprised of the master plan document, adoption agreement, and general addendum. To ensure continued tax-favored treatment for Georgia Municipal Employee Benefits System (GMEBS) member plans, the IRS requires that all GMEBS member employers adopt the restated plan documents. The master plan does not need to adopted and therefore, not included.

Financial Impact:

There is no financial impact on approval of the restated defined benefit retirement plan.

Consistent with Comprehensive Plan?

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

Attachments:

Summary of Amendments

City of Norcross Adoption Agreement

City of Norcross Addendum

Attachment: Agenda Report - Restated Defined Benefit Retirement Plan (24-7127 : Restated Defined Benefit Retirement Plan)

NORCROSS
a place to imagine

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

Next Steps:

Approval and signature of Adoption Agreement

Update:

Attachment: Agenda Report - Restated Defined Benefit Retirement Plan (24-7127 : Restated Defined Benefit Retirement Plan)

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

SUMMARY OF KEY AMENDMENTS TO THE RESTATED GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM DEFINED BENEFIT RETIREMENT PLAN

I. GENERAL OVERVIEW

On August 31, 2023, the IRS issued a favorable opinion letter for the Amended and Restated Third Six-Year Cycle Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan ("DB Plan" or "Plan"). The Plan, as approved, incorporates required federal law updates, as well as administrative updates adopted by the Board of Trustees of GMEBS over the last several years. The IRS requires that each Adopting Employer sign an updated DB Plan Adoption Agreement (and Addendum, if applicable).

II. SUMMARY OF KEY CHANGES TO THE BASIC PLAN DOCUMENT

Participating employers have already been apprised of the content of all amendments adopted by the Board before August 31, 2023. However, during its review, the IRS required GMEBS to include additional amendments in the restated Plan documents. The following information summarizes those amendments, as well as Amendment 1 to the Basic Plan Document, which was approved by the Board of Trustees on September 22, 2023.

- **Change from "Master Plan Document" to "Basic Plan Document"** – The IRS changed its terminology for pre-approved plan documents from "Master Plan document" to Basic Plan Document."

- **Removal of Outdated Language** – GMEBS amended the Plan for administrative purposes to move provisions that were no longer in effect or no longer applicable.

- **Minimum Age Limits for In-Service Distribution** – As a general rule, employees or elected officials may not draw retirement benefits while employed. The Basic Plan document states that if a plan allows in-service distribution, a participant must be at least age 62, or satisfy certain "safe harbor" age and service combinations established in IRS regulations, to receive retirement benefits while employed. If a plan allows in-service distribution and has an alternative normal retirement provision with a minimum age of at least 50 specifically for public safety employees (or that satisfies certain IRS "safe harbor" age and service qualifications that apply to public safety employees), public safety employees who are eligible for the alternative normal retirement may receive an in-service distribution even if they are younger than age 62. Though Congress amended federal law in 2019 to allow plans to set normal retirement ages at a minimum age of 59 ½, the IRS's opinion letter for the DB Plan specified it would not apply to plans that allowed in-service distribution at ages younger than 62 (or 50 for public safety employees) or that did not satisfy one of the IRS's safe harbors for in-service distribution. **As in prior restatements, GMEBS plans that currently have in-service distribution provisions that don't meet these requirements will have the opportunity to file for separate IRS approval of these provisions.** "In-service distribution" means a distribution of normal or alternative normal retirement benefits without a bona fide separation from service. A "bona fide

Attachment: Summary of Amendments (24-7127 : Restated Defined Benefit Retirement Plan)

separation from service" is a separation from service of at least six months with no expectation of returning to service.

- **Removal of Public Employment Related Crime Provisions** – At the request of the IRS, GMEBS removed language concerning the reduction or forfeiture of a participant's benefits following a final conviction of a public employment related crime from the Basic Plan Document. State laws requiring a reduction in or forfeiture of retirement benefits if a participant is convicted of a public employment related crime still apply but are no longer mentioned in the Plan documents.

- **Clarification of Process for Locating an Individual Owed Benefits** – As required by the IRS, the restated Basic Plan Document details the steps an employer offering benefits under the DB Plan must take to locate an individual to whom benefits are owed under the Plan. These steps include searching Plan-related and publicly available records or directories for alternative contact information; sending certified mail to the individual's last known mailing address and reaching out through appropriate means for address or contact information (such as email addresses and phone numbers) available to the employer; and using either a commercial locator service, a credit reporting agency or internet search tools to find the individual.

- **Federal Tax Law Updates** – The Basic Plan Document contains several federal tax law updates, including allowing rollovers to SIMPLE IRAs in certain situations, updating mortality table language relating to annual benefit limits, and allowing employers to amend the plan as necessary to satisfy Section 415 of the Internal Revenue Code, even if doing so impacts benefits.

- **Voting Representative; Trustees** – GMEBS updated language in the Basic Plan Document designating employers' voting representative for GMEBS purposes to be consistent with the GMEBS Bylaws. The language provides that, unless otherwise directed by an employer's chief executive, a GMEBS trustee will be considered his or her employer's designated voting representative. For all other employers, the chief executive or administrative officer will be the employer's voting representative.

- **Use of Trust Fund Assets** – The Basic Plan Document stipulates that trust fund assets can be used to pay reasonable fees, taxes and expenses of the Plan and Trust.

- **Reversion of Assets in Event of Plan Termination** – Per the request of the IRS, GMEBS amended the Basic Plan Document to state that, in the event an employer's plan is terminated, excess trust fund assets remaining after paying all vested accrued benefits to all participants can only revert to the employer if the excess was due to an actuarial error.

- **Added Language to Adoption Agreement Regarding Compliance with Federal Law when an Employer Has More than One Defined Benefit Retirement Plan** – Per the request of the IRS, the Adoption Agreement contains a new Section 15(G) concerning Section 415(b) of the Internal Revenue Code, when an employer has more than one defined benefit retirement plan. This provision will be blank in most GMEBS employers' Adoption Agreements.

SUMMARY OF KEY AMENDMENTS

- **Adjusted Minimum Ages for Commencement of Required Minimum Contributions** – The SECURE Act of 2019 and 2022's SECURE 2.0 raised the age at which participants have to start drawing retirement benefits. These changes were not included in the restated Basic Plan Document reviewed by the IRS. However, on September 23, 2023, the Board of Trustees of GMEBS adopted Amendment 1 to the Restated Plan to implement these updates. Currently, a terminated vested participant must retire no later than the April 1 following the date the participant turns 73. Starting in 2033, a terminated vested participant must retire no later than the April 1 following the date the participant turns 75.

Attachment: City of Norcross Adoption Agreement (24-7127 : Restated Defined Benefit Retirement Plan)

GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Norcross

Form Pre-approved Plan Adoption Agreement
Amended and Restated for Third Six-Year Cycle, 2020 Cumulative List

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Attachment: City of Norcross Adoption Agreement (24-7127 : Restated Defined Benefit Retirement Plan)

I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Norcross, Georgia, in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Norcross, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Norcross, Georgia, is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 37

Attachment: City of Norcross Adoption Agreement (24-7127 : Restated Defined Benefit Retirement Plan)

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT

1. ADMINISTRATOR

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

2. ADOPTING EMPLOYER

Name: **City of Norcross, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **65 Lawrenceville Street, Norcross, GA 30071-2556**
Phone: **(770) 448-2122**
Facsimile: **(770) 242-0824**

4. PLAN REPRESENTATIVE

[To represent Governing Authority in all communications with GMEBS and Employees]
(See Section 2.49 of Basic Plan Document)

Name: **City Clerk**
Address: **65 Lawrenceville Street, Norcross, GA 30071-2556**
Phone: **(770) 448-2122**
Facsimile: **(770) 242-0824**

Attachment: City of Norcross Adoption Agreement (24-7127 : Restated Defined Benefit Retirement Plan)

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of the Basic Plan Document]

Pension Committee shall be comprised of City Attorney or other attorney appointed by the Governing Authority, City Manager, City Clerk, two (2) employee representatives elected every two (2) years by the participants, and two (2) appointed members of the Governing Authority.

Pension Committee Secretary: **Human Resources Manager**
Address: **65 Lawrenceville Street, Norcross, GA 30071-2556**
Phone: **(770) 448-2122**
Facsimile: **(770) 242-0824**

6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.

☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.

☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows **(check one or more as applicable):**

- ☒ To update the Plan to comply with the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).
- ☐ To make the following amendments to the Adoption Agreement **(must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____ _____.

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document,

Attachment: City of Norcross Adoption Agreement (24-7127 : Restated Defined Benefit Retirement Plan)

the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 Cumulative List with the applicable effective dates.

(1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.

The effective date of this Plan is _____.
(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted).

(2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be _____ **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**. This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____ **(insert original effective date of preexisting plan)**.

(3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be **the date of its approval by the Governing Authority (insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **September 3, 2019 (insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **April 1, 2003 (insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **May 1, 1986 (insert effective date of Employer's original GMEBS Plan)**. (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective _____ **(if applicable, insert effective date of Employer's original non-GMEBS Plan)**.)

Attachment: City of Norcross Adoption Agreement (24-7127 : Restated Defined Benefit Retirement Plan)

8. PLAN YEAR

Plan Year means **(check one):**

☐ Calendar Year
☐ Employer Fiscal Year commencing _____.
☒ Other **(must specify month and day commencing)**: **March 1**.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Basic Plan Document's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Basic Plan Document and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan **(check one)**:

☒ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.

☐ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees **(must specify; specific positions are permissible; specific individuals may not be named)**: _____.

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Basic Plan Document's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) Elected or Appointed Members of the Governing Authority (check one):

☒ **ARE NOT** eligible to participate in the Plan.

☐ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): _____.

Attachment: City of Norcross Adoption Agreement (24-7127 : Restated Defined Benefit Retirement Plan)

(2) Municipal Legal Officers (check one):

☒ **ARE NOT** eligible to participate in the Plan.

☐ **ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied**. The Employer hereby elects the following minimum hour requirement for Regular Employees:

☐ No minimum
☐ 20 hours/week (regularly scheduled)
☐ 30 hours/week (regularly scheduled)
☒ Other: **40 hours/week regularly scheduled** (must not exceed 40 hours/week regularly scheduled)

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

Minimum hour requirement applicable to excepted Regular Employees:

☐ No minimum
☐ 20 hours/week (regularly scheduled)
☐ 30 hours/week (regularly scheduled)
☐ Other: _____ (must not exceed 40 hours/week regularly scheduled)

B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to**

Attachment: City of Norcross Adoption Agreement (24-7127 : Restated Defined Benefit Retirement Plan)

determine whether these requirements are and continue to be satisfied. The Employer hereby elects the following minimum requirement for Regular Employees:

☐ No minimum
☒ At least **5** months per year (regularly scheduled)

Exceptions: If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

The months to year requirement for excepted class(es) are:

☐ No minimum
☐ At least _____ months per year (regularly scheduled)

11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Basic Plan Document, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Basic Plan Document. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, the Employee must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date the Employee first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional **(check one)**:

☒ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Basic Plan Document).
☐ Participation is optional for the following Eligible Employees **(must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees)**: _____.

Attachment: City of Norcross Adoption Agreement (24-7127 : Restated Defined Benefit Retirement Plan)

13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

A. Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan. With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows **(check one)**:

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ **(insert date)**.

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **Service rendered prior to March 1, 1981 shall only be considered Credited Past Service for purposes of Vesting and benefit eligibility**.

☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) Previously Employed, Returning to Service after Original Effective Date. If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming a Participant (including any Service prior the Effective Date) shall be treated as follows **(check one)**:

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after returning to employment, the Eligible Employee performs Service equal to the period of the break in

Attachment: City of Norcross Adoption Agreement (24-7127 : Restated Defined Benefit Retirement Plan)

Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.

☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ____.

(3) Eligible Employees Initially Employed After Effective Date. If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee becomes a Participant in the Plan.

(4) Newly Eligible Classes of Employees. If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. Prior Military Service

Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Basic Plan Document for rules on the crediting of USERRA Military Service.

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Basic Plan Document. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows **(check one)**:

☒ Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service)**.

☐ Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):

- ☐ Computing amount of benefits payable.
- ☐ Meeting minimum service requirements for vesting.
- ☐ Meeting minimum service requirements for benefit eligibility.

Attachment: City of Norcross Adoption Agreement (24-7127 : Restated Defined Benefit Retirement Plan)

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of _____ years **(insert number)**.

(3) Rate of Accrual for Prior Military Service.

Credit for Prior Military Service shall accrue at the following rate **(check one)**:

☐ One month of military service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of military service credit for every _____ year(s**) (insert number)** of Credited Service with the Adopting Employer.

☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Employer.

☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(4) Payment for Prior Military Service Credit (check one):

☐ Participants shall **not** be required to pay for military service credit.

☐ Participants shall be required to pay for military service credit as follows:

☐ The Participant must pay ____% of the actuarial cost of the service credit (as defined below).

☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Other Conditions for Award of Prior Military Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ____.

(5) Limitations on Service Credit Purchases. Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. <u>Prior Governmental Service</u>

<u>Note</u>: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for

Attachment: City of Norcross Adoption Agreement (24-7127 : Restated Defined Benefit Retirement Plan)

Retirement and pre-retirement death benefits as provided under Section 9.05 of the Basic Plan Document, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Basic Plan Document.

(1) Credit for Prior Governmental Service.

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.

☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

- ☐ Computing amount of benefits payable.
- ☐ Meeting minimum service requirements for vesting.
- ☐ Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

(3) Maximum Credit for Prior Governmental Service.

Credit for prior governmental service shall be limited to a maximum of _____ years **(insert number)**.

(4) Rate of Accrual for Prior Governmental Service Credit.

Credit for prior governmental service shall accrue at the following rate **(check one)**:

☐ One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.

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☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **_____.**

(5) Payment for Prior Governmental Service Credit.

☐ Participants shall **not** be required to pay for governmental service credit.

☐ Participants shall be required to pay for governmental service credit as follows:

☐ The Participant must pay ____% of the actuarial cost of the service credit.

☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

D. <u>Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)</u>

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Basic Plan Document, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

<u>Important Note</u>: Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

☒ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.

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☐ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:

☐ Unused sick leave
☐ Unused vacation leave
☐ Unused personal leave
☐ Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) Minimum Service Requirement.

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination **(check one)**:

☐ The Participant must be 100% vested in a normal retirement benefit.
☐ The Participant must have at least _____ years **(insert number)** of Total Credited Service (not including leave otherwise creditable under this Section).
☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(3) Use of Unused Paid Time Off Credit. Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

☐ Computing amount of benefits payable.
☐ Meeting minimum service requirements for vesting.
☐ Meeting minimum service requirements for benefit eligibility.

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of ____ months **(insert number)**.

(5) Computation of Unused Paid Time Off.

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Basic Plan Document; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

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14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

Early retirement qualifications are **(check one or more as applicable)**:

☒ Attainment of age **55 (insert number)**

☒ Completion of **10** years **(insert number)** of Total Credited Service

Exceptions: If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Early retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

B. Normal Retirement Qualifications

Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

(1) Regular Employees

Normal retirement qualifications for Regular Employees are **(check one or more as applicable)**:

☒ Attainment of age **65 (insert number)**

☒ Completion of **5** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

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Exceptions: If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(2) Elected or Appointed Members of Governing Authority

Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify

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below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

C. Alternative Normal Retirement Qualifications

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

Alternative Normal Retirement Qualifications (check one or more, as applicable):

(1) ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).

(2) ☒ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**

☒ Attainment of age **62** **(insert number)**

☒ Completion of **10** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document,

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subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: __.

This alternative normal retirement benefit is available to:

☒ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☒ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **Notwithstanding any provision to the contrary, a Participant who is initially employed or reemployed on or before September 30, 2017, is not required to be in the Service of the City of Norcross at the time such Participant satisfies the above qualifications (i.e. minimum age 62 and at least 10 years of Total Credited Service) in order to qualify for this Alternative Normal Retirement benefit**.

(3) ☐ **Rule of _____ (insert number)**. The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant **(check one or more items below, as applicable)**:

☐ Must have attained at least age _____ **(insert number)**

☐ Must not satisfy any minimum age requirement

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify -**

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specific positions are permissible; specific individuals may not be named): _____.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(4) ☐ **Alternative Minimum Service**. A Participant is eligible for an alternative normal retirement benefit if the Participant has at least _____ years **(insert number)** of Total Credited Service, regardless of the Participant's age.

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: __.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

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(5) ☐ **Other Alternative Normal Retirement Benefit**.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(6) ☒ **Other Alternative Normal Retirement Benefit for Public Safety Employees Only**.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): **Attainment of age 55 and completion of 20 years of Total Credited Service as a Firefighter or Police Officer (as defined in Sections 2.34 and 2.51 of the Basic Plan Document, respectively) with the City of Norcross, not including the Participant's prior or future Credited Service as a Firefighter or Police Officer with other GMEBS member employees**.

☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence

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receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

☐ All public safety employee Participants who qualify.

☒ Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **Participants who are employed by the City of Norcross as Firefighters or Police Officers on or after September 14, 2009, provided that the Plan is not amended to eliminate this Alternative Normal Retirement Benefit before the Participant qualifies for the benefit**.

A public safety employee Participant **(check one)**: ☒ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **Notwithstanding any provision to the contrary, a Firefighter or Police Officer who is initially employed or reemployed on or before September 30, 2017, is not required to be in the Service of the City of Norcross at the time such Participant satisfies the qualifications above (i.e., minimum age 55 with at least 20 years of Total Credited Service as a Firefighter or Police Officer with the City of Norcross) to qualify for this Alternative Normal Retirement benefit**.

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

Subject to the other terms and conditions of the Basic Plan Document and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under

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Section 2.23 of the Basic Plan Document. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Basic Plan Document.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service **(check one)**:

☒ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
☐ No minimum.
☐ _____ years **(insert number)** of Total Credited Service.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

The number of years of Total Credited Service which may be used to calculate a benefit is **(check one or all that apply)**:

☒ not limited.

☐ limited to _____ years for all Participants.

☐ limited to _____ years for the following classes of Eligible Regular Employees:

- ☐ All Eligible Regular Employees.
- ☐ Only the following Eligible Regular Employees: _____.

☐ limited to _____ years as an elected or appointed member of the Governing Authority.

☐ limited to _____ years as a Municipal Legal Officer.

☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of **(check and complete one or more as applicable)**:

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☒ (a) **Flat Percentage Formula**. **1.60% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☐ All Participants who are Regular Employees.
☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **l) Eligible Regular Employees who are initially employed or reemployed on or after November 1, 2011; and 2) Eligible Regular Employees who are employed as of October 31, 2011, who remain employed on November 1, 2011, and who do not terminate and become reemployed after November 1, 2011, but only when application of this formula would result in a higher benefit than the benefit as determined under the Split Final Average Earnings Formula in subsection 15(B)(l)(c) below.**

☐ (b) **Alternative Flat Percentage Formula**. _____**% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

☒ (c) **Split Final Average Earnings Formula**. **1.55** % **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus **2.0**% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☐ All Participants who are Regular Employees.
☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **Regular Employees who are employed as of October 31, 2011, who remain employed on November 1, 2011, and who do not terminate and become reemployed after November 1, 2011, except as otherwise provided under subsection 15(B)(1)(a) above.**

☐ (d) **Alternative Split Final Average Earnings Formula**. _____ % **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

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This formula applies to:

☐ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) <u>Covered Compensation (complete only if Split Formula(s) is checked above):</u>

Covered Compensation is defined as (check one or more as applicable):

☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

☒ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **<u>Participants whose benefit is computed using the Split Final Average Earnings Formula in Section 15(B)(1)(c) above.</u>**

☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed $_____ **(specify amount)**. This definition shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

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(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **60 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

☒ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

(4) Formula for Elected or Appointed Members of the Governing Authority

The monthly normal retirement benefit for members of this class shall be as follows **(check one)**:

☒ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).

☐ $_____ **(insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

☐ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
☐ Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

☒ (1) **Standard Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly

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Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Basic Plan Document to account for early commencement of benefits. This provision shall apply to:

☒ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

☐ (2) **Alternative Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:

☐ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

Alternative Early Retirement Reduction Table

Number of Years Before [Age (Insert Normal Retirement Age)] **(check as applicable)**	**Percentage of Normal Retirement Benefit*** **(complete as applicable)**
☐ 0	1.000
☐ 1	0.___
☐ 2	0.___
☐ 3	0.___
☐ 4	0.___
☐ 5	0.___
☐ 6	0.___
☐ 7	0.___
☐ 8	0.___
☐ 9	0.___
☐ 10	0.___
☐ 11	0.___
☐ 12	0.___
☐ 13	0.___
☐ 14	0.___
☐ 15	0.___

*Interpolate for whole months

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D. Monthly Late Retirement Benefit Amount (check one):

☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of the Participant's Late Retirement Date.

☐ (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Basic Plan Document; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Basic Plan Document.

E. Monthly Disability Benefit Amount

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of the Participant's Disability Retirement Date.

Minimum Disability Benefit. The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit **(check one)**:

☒ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).

☐ No minimum is established.

☐ No less than **(check one):** ☐ 20% ☐ 10% ☐ ____% **(if other than 20% or 10% insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

☐ No less than **(check one):** ☐ 66 2/3 % ☐ _____% **(if other than 66 2/3%, insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

F. Minimum/Maximum Benefit For Elected Officials

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects **(check one)**:

☒ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).

☐ No minimum or maximum applies.

☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.

☐ Other minimum or maximum **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

G. Multiple Plans

In the event that the Employer maintains multiple plans, the following provisions will apply to the extent necessary to satisfy Code § 415.

_____

_____

16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

(1) Reemployment After Normal or Alternative Normal Retirement. In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after the Participant's Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after the Participant's Normal or Alternative Normal Retirement Date, the following rule shall apply **(check one)**:

☒ (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

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☐ (b) The Participant may continue to receive retirement benefits in accordance with Section 6.06(b) of the Basic Plan Document. This rule shall apply to **(check one)**: ☐ all Retired Participants ☐ only the following classes of Retired Participants **(must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Basic Plan Document if they return to work with the Employer)**: _____.

(2) Reemployment After Early Retirement. In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before the Participant's Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before the Participant's Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

(a) ☒ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

This rule shall apply to **(check one)**: ☒ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document. However, the Participant may begin receiving benefits after satisfying the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Basic Plan Document, in accordance with Section 6.06(b)(2)(B)(i) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(c) ☐ The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

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B. Cost Of Living Adjustment

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Basic Plan Document. The Employer hereby elects the following **(check one)**:

☐ (1) No cost-of-living adjustment.

☒ (2) Variable Annual cost-of-living adjustment not to exceed **3.0**% **(insert percentage)**.

☐ (3) Fixed annual cost-of-living adjustment equal to _____% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

☐ All Participants (and their Beneficiaries).

☐ Participants (and their Beneficiaries) who terminate employment on or after _____ **(insert date)**.

☒ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named)**: **Participants (and their Beneficiaries) who Terminate employment on or after March 1, 1990. The adjustment shall also apply to Retired Participants {and their Beneficiaries) in pay status as of March 1, 1990.**

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): _____.

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in the Participant's accrued retirement benefit in accordance with the following schedule **(check one):**

☐ **No vesting schedule (immediate vesting)**.

☒ **Cliff Vesting Schedule**. Benefits shall be 100% vested after the Participant has a minimum of **5** years **(insert number not to exceed 10)** of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.

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☐ **Graduated Vesting Schedule**. Benefits shall become vested in accordance with the following schedule **(insert percentages)**:

COMPLETED YEARS OF TOTAL CREDITED SERVICE	VESTED PERCENTAGE
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Vesting Schedule for excepted class **(Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.)**: _____.

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in the Participant's accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule **(check one)**:

☒ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).

☐ No vesting schedule (immediate vesting).

☐ Other vesting schedule **(Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.)**: _____.

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18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement **(check and complete one)**:

(1) ☒ **Auto A Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:

☒ The Participant must be vested in a normal retirement benefit.

☐ The Participant must have _____ years **(insert number)** of Total Credited Service.

☐ The Participant must be eligible for Early or Normal Retirement.

☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) ☐ **Actuarial Reserve Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions **(check one)**:

☐ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Basic Plan Document.

☐ The Participant must have _____ years **(insert number)** of Total Credited Service.

☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Imputed Service. For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include **(check one)**:

☐ Total Credited Service accrued prior to the date of the Participant's death.

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☐ Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: ☐ one-half (½) ☐ _____ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Basic Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) Exceptions: If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): _____**.

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following terminated vested death benefit **(check one)**:

☒ **Auto A Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.

☐ **Accrued Retirement Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the

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Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) **Exceptions:** If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415)**: _____.

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

19. EMPLOYEE CONTRIBUTIONS

(1) **Employee contributions (check one):**

☐ Are not required.

☐ Are required in the amount of _____ % **(insert percentage)** of Earnings for all Participants.

☒ Are required in the amount of **3.0**% **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named)**: **Regular Employees initially hired or rehired on or after November 1, 2011. See also Section 16 of the General Addendum concerning payment of Employee Contributions and effect of refund of Employee Contributions.**

[Repeat above subsection as necessary if more than one contribution rate applies.]

(2) **Pre-Tax Treatment of Employee Contributions**. If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects **(check one)**:

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☒ To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

☐ Not to pick up Employee Contributions.

(3) Interest on Employee Contributions. The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

☐ Interest shall not be paid.

☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

☒ Other rate of interest **(must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **5.0% Flat Interest Rate**.

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this pre-approved plan program.

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22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the pre-approved plan opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Adopting Employer's Plan to be a qualified plan.

The Adopting Employer hereby agrees to abide by the Basic Plan Document, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

(1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq*. (a copy of which is included in the Appendix to the Basic Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;

(2) The Basic Defined Benefit Plan Document and Trust Agreement;

(3) This Ordinance and Adoption Agreement (and any Addendum); and

(4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust,

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may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the pre-approved plan provider who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the pre-approved plan provider for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

> On and after February 17, 2005, the Board delegates to the Provider the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.
>
> Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:
>
> - the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a pre-approved plan as described in Revenue Procedure 2017-41; or
> - as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.
>
> If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

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The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

Reliance on Opinion Letter. As provided in Revenue Procedure 2017-41, the Adopting Employer may rely on the Plan's opinion letter, provided that the Adopting Employer's Plan is identical to the GMEBS Plan, and the Adopting Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan, Adoption Agreement, and any Addendum.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Basic Plan Document or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section 3. The effective date of this Ordinance shall be the date of its approval by the Governing Authority **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

Section 4. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Norcross, Georgia, this _____ day of _____, 20_____.

Attest: CITY OFNORCROSS, GEORGIA

_____ _____

City Clerk Mayor

(SEAL)

Approved:

_____

City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

_____

Secretary

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GENERAL ADDENDUM TO THE GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT

This is an Addendum to the Adoption Agreement completed by the City of Norcross, as follows (complete one or more sections, as applicable):

***** Items (1) through (2) of Pre-approved Addendum – Not Applicable *****

(3) Special Waiting Period Requirements for Regular Employees - (see Section 11 of Adoption Agreement regarding Waiting Period) (check as applicable):

☒ **(a) Waiting Period. Eligible Employees shall be required to complete six (6) months (specify time period) of continuous, uninterrupted Service with the Adopting Employer before they qualify for participation in the Plan. The determination as to whether the waiting period has been satisfied shall be made in accordance with provisions of the Basic Plan Document. This waiting period provision shall apply to (check as applicable):**

☐ **All Regular Employees.**

☐ **All Municipal Legal Officers.**

☐ **All Members of the Governing Authority.**

☒ **The following class(es) (must specify): Effective November 1, 2011 – December 31, 2014, there was a six (6) month waiting period for participation under the Plan. Eligible Regular Employees who were initially employed or reemployed during this time period commenced participation in the Plan upon satisfying the waiting period. Notwithstanding this six (6) month waiting period, such Eligible Regular Employees were required to commence making Employee Contributions to the Plan immediately upon their date of initial employment or reemployment with the City on or after November 1, 2011, as provided in Section 16 of this Addendum below. The six (6) month waiting period became inapplicable to the Plan on January 1, 2015, in accordance with Section 4.02(b) of the Basic Plan**

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Document, such that all Eligible Regular Employees who had not satisfied the waiting period as of January 1, 2015, became Participants in the plan as of such date, and all Eligible Regular Employees initially employed or reemployed on or after January 1, 2015, commenced participation in the Plan on their employment dates.

The normal no waiting period will apply to all Eligible Employees not designated in this Section unless otherwise provided in this Section.

[Repeat above subsection as necessary for each applicable waiting period and Participant class covered under the Plan.]

***** Items (4) through (16) of Pre-approved Addendum – Not Applicable *****

(16) Other (May include, but shall not be limited to, provisions relating to Basic Plan Document Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01, and 9.02) (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):

(a) Employee Contribution Start Date – Notwithstanding any provision in the Basic Plan Document or Adoption Agreement to the contrary, Eligible Regular Employees who are initially employed or reemployed on or after November 1, 2011, shall be required to begin making Employee Contributions to the Plan via payroll deduction at the rate provided in Section 19 of the Adoption Agreement immediately upon their date of initial employment or reemployment with the City, as applicable.

(b) Employee Contributions; Withdrawal and Repayment – Notwithstanding any provision of Section 13.03 of the Basic Plan Document or any provision in the Adoption Agreement to the contrary, the following provisions shall apply with respect to the withdrawal of Employee Contributions:

i. Non-Vested Participants Required to Withdraw Contributions Made on or after November 1, 2011, Upon Termination. If a non-vested Participant's employment is Terminated for any reason other than death after November 1, 2011, such Participant shall request that Employee Contributions, if any, made on or after November 1, 2011, be withdrawn.

ii. Vested Participants May Withdraw Contributions Made On or After November 1, 2011, Upon Termination. If a Vested Participant's employment is Terminated after November 1, 2011, for any reason

Attachment: City of Norcross Addendum (24-7127 : Restated Defined Benefit Retirement Plan)

other than death or Retirement, such Participant may request that any Employee Contributions made on or after November 1, 2011, be withdrawn, unless the Participant chooses to claim the Participant's Vested benefit, in which case Employee Contributions shall not be withdrawn pursuant to this subsection.

iii. Procedure for Withdrawal; Regular Employees Initially Employed or Reemployed on or after November 1, 2011. Upon such a Participant's Termination, the Pension Committee shall provide notice to the Participant of the opportunity to withdraw said Participant's Employee Contributions, and the Participant shall have 60 days after receipt of such notice to submit a request for withdrawal on a form provided for that purpose. Failure to make such a request within this 60-day period shall result in forfeiture of a Vested Participant's right to request withdrawal upon Termination and shall result in forfeiture of a non-Vested Participant's right to the accrual of further interest. If the Participant withdraws Employee Contributions pursuant to this subsection, said Participant shall forfeit for the Participant and Participant's heirs and assigns all rights, title, and interest in the Plan with respect to Service on or after the date of said Participant's initial employment or reemployment, as applicable, occurring on or after November 1, 2011, and such Service will not be taken into account for purposes of computing the amount of any benefit payable or for purposes of meeting the minimum service requirements for participation, Vesting, or benefit eligibility under the Plan, except as otherwise provided in subsection 16(b)(iv) below. In addition, with respect to Participants who were initially employed prior to November 1, 2011, and who become reemployed on or after November 1, 2011, the amount of any benefit payable for Credited Service prior to the Participant's initial reemployment date occurring on or after November 1, 2011, shall be determined in accordance with the terms of the Plan in effect as of the Participant's most recent Termination occurring prior to reemployment on or after, except as otherwise provided in subsection 16(b)(v) below. Employee Contributions shall be returned to the Participant within 90 days of receipt of the Participant's request. A partial withdrawal of Employee Contributions under this subsection is not permitted.

iv. Interest on Contributions. A Participant who timely requests withdrawal of said Participant's Contributions shall be entitled to receive all Employee Contributions credited to the Participant's individual account from the date on which the Participant commenced making Employee Contributions through the date of termination, which shall include 5% interest on Contributions made by the Participant, compounded annually.

v. Repayment of Contributions. If a Participant withdraws Employee Contributions upon termination, and later resumes employment with the Employer in an Eligible Employee class, then any service credit

Attachment: City of Norcross Addendum (24-7127 : Restated Defined Benefit Retirement Plan)

such Participant forfeited by virtue of the withdrawal of Employee Contributions may be reinstated upon the Participant's reemployment, provided that the Participant: 1) satisfies the Plan's break in service rules, as applicable; 2) repays in a lump sum all amounts previously withdrawn plus 8% interest compounded annually from the date of return of Contributions through the date of repayment; and 3) the amount due is paid in full within six (6) months of resumption of employment and prior to the date said Participant next Terminates Employment. To the extent permitted by applicable law and the GMEBS Basic Plan Document, Participants may utilize 457(b) trustee-to-trustee transfers or rollovers to effect said repayment.

vi. No Withdrawal While Employed. A Participant may not withdraw Employee Contributions from the Plan as long as such Participant remains in the employment of the City and may not borrow against the Participant's Employee Contributions at any time.

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Norcross, Georgia, this _____ day of _____, 20____.

Attest: **CITY OF NORCROSS, GEORGIA**

_____ _____

City Clerk **Mayor**

(SEAL)

Approved:

_____

City Attorney

Attachment: City of Norcross Addendum (24-7127 : Restated Defined Benefit Retirement Plan)

The terms of the foregoing Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

_____
Secretary

Attachment: City of Norcross Addendum (24-7127 : Restated Defined Benefit Retirement Plan)

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

City of Norcross

Legislation Details (With Details)

File #:	24-7128	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Award of Contract for Road Resurfacing		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Award of Contract for Road Resurfacing
2. ITB PW 24-09
3. ITB PW 24-09 Final Bid Tabulation
4. CON Blount Construction Contract

Title
Award of Contract for Road Resurfacing

Drafter
Len Housley

Motion
A motion to Approve/Deny a contract between the City of Norcross and Blount Construction Company, Inc. for road resurfacing, with total cost being $891,391.25 (Gwinnett County 2014 SPLOST at 81%: $564,247.81 City SPLOST match at 19%: $101,600.00 GDOT LMIG: $225,516.44).

NORCROSS
a place to imagine

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

Agenda Report

To: Mayor and Council

From: Len Housley, Public Works Director

Meeting Date: October 7, 2024 – Mayor and Council

Item No.: 24-7128

Title: Award of Contract for Road Resurfacing

CC: Eric Johnson, City Manager

Recommendation
Approve contract between the City of Norcross and Blount Construction Company, Inc. for road resurfacing.

Background
The Department of Public Works issued an invitation to bid for road resurfacing (ITB PW 24-09) for several streets (Stanstead Court, Moore Lane, Mauldin Court. Best Friend Road, Pinnacle Way, Spike Street, and Hollow Trace Way). Out of eight total sealed bids received, Blount Construction was the most responsive and responsible lowest bidder. In addition to submitting the lowest bid, Blount Construction Company, Inc. complied with the specified guidelines, showed evidence of experience and qualifications, and provided proof that they are qualified to carry out the scope of work.

Financial Impact

Total: $891,391.25

Gwinnett County 2014 SPLOST at 81%: $564,247.81

City SPLOST match at 19%: $101,600.00

GDOT LMIG: $225,516.44

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

Attachment: Agenda Report - Award of Contract for Road Resurfacing (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

NORCROSS
a place to imagine

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

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

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

Next Steps

Mayor and Council approves contract award to Blount Construction Company, Inc.

Attachments
ITB PW 24-09
ITB PW 24-09 Final Bid Tabulation
CON Blount Construction Contract

Update

City of Norcross

Department of Public Works

INVITATION TO BID
ROAD RESURFACING
ITB PW 24-09

Attachment: ITB PW 24-09 (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

City of Norcross
Department of Public Works

INVITATION TO BID
ROAD RESURFACING
ITB PW 24-09

OVERVIEW:
The City of Norcross is soliciting sealed competitive bids from qualified contractors for resurfacing projects for the roadways listed below:

1) Stanstead Court *(Begin at Stanstead Cir & End at end of Cul de Sac)*– Length of 169 LF and 22 LF wide
2) Moore Lane – *(Begin at Chastain Manor Dr. & End at Cul de Sac)* Length of 419 LF and 22 LF wide
3) Mauldin Court – *(Begin at Chastain Manor Dr. & End at Cul de Sac)* Length of 359 LF and 22 LF wide
4) Best Friend Road *(Begin at Northbelt Pkwy & End at Jimmy Carter Blvd.)* – Length of 441 LF and 22 LF wide
5) Pinnacle Way *(Begin at Beaver Ruin Rd & End at Brook Hollow Pkwy)* – Length of 3,660 LF and 38 LF wide
6) Spike Street *(Begin at Autry St NW & End at Williams St)* Length of 426 LF and 12 LF wide
7) Hollow Trace Way *(Begin at Brook Hollow Pkwy & End at Cul de Sac)* – Length of 725.9 LF and 22 LF wide

All work must be completed in 90 days from when Notice to Proceed is issued and in accordance to industry specifications and standards.

The BID package should be clearly marked "**ITB PW 24-09 –Road Resurfacing"** on its face and submitted by **11:00 a.m. on August 30, 2024** to the address below. Please submit two printed copies and one electronic copy (USB) of your package to:

Charlene Marsh
Capital Projects Manager
ITB PW 24-09 Road Resurfacing
City of Norcross – Public Works
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 procurement@norcrossga.net by **5:00 p.m. on August 16, 2024**. A Q&A addendum will be posted within a week.

An ***optional, but highly recommended*** pre-bid meeting will take place on **August 16, 2024 at 10:00 a.m**. at the Public Works department located at 345 Lively Avenue Norcross GA 30071.

BIDS will be opened and publicly read at **11:05 a.m. August 30, 2024** at the address noted above.

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

No BID may be withdrawn within thirty (30) days after the BID opening. Requests for withdrawals must be submitted in writing. All BIDS shall remain firm for 90 days after bid opening.

Attachment: ITB PW 24-09 (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

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 Road Resurfacing within the City of Norcross as illustrated in the attached map (See Appendix B).

1.1 PROJECT SCOPE

The project will consist of milling and resurfacing to include repairing the existing pavement base were needed, resurfacing of adjacent driveways to meet street pavement grades, adjustments of water valves and manholes, and the insulation of pavement striping and markings as directed. Please refer to Appendix C for additional specifications.

a. Streets scheduled for milling and resurfacing will consist of the furnishing of all materials, labor, and equipment for the complete construction including but not limited to: repairing the existing pavement base where needed, resurfacing of adjacent driveways to meet street pavement grades, maintaining traffic control measures, milling existing pavement, installing tack coat, installing asphaltic concrete surface, course applying high density mineral bond, adjustments of water valves & manholes, and the installation of pavement striping, and markings as directed, performing cleanup and related work.
b. At locations where the asphalt is higher than the gutter, the milling depth will be greater than the inlay depth. The milled surface at those locations shall be one and one half (1.5) inches below the gutter and the completed asphalt surface shall be flush with the gutter.
c. The pavement to be placed after milling the existing wearing course is a one and one half (1.5) inch 9.5mm super-pave asphalt on residential.
d. Patching shall include 4-inch depth milling down to existing subgrade and compacted subgrade, 4 inches of 25mm superpave, and 1.5 inches of 12.5mm superpave surface course on non-residential.
e. Load tickets that meet Georgia Department of Transportation specifications must accompany all delivered materials. The contractor must supply copies
f. of all asphalt tickets to the city.
g. AC-20 or AC-30 bituminous tack shall be used on these projects. All surfaces shall be cleaned completely and thoroughly dried before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack shall be applied between .04 and .06 gallons per square yard. All materials and equipment used to perform the bituminous tack coat shall be considered incidental to the work and included in the bid price for other pay items.
h. Contractor shall be responsible for implementing and maintaining all necessary traffic control measures. Contractor shall submit a traffic control plan to the City for approval prior to commencing. Any operations at a given

Attachment: ITB PW 24-09 (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

location traffic control plan shall at minimum conform to the requirements set forth in the MU TCD.

i. Manhole Adjustment and Water Valve Box Adjustment: It shall be the Contractor's responsibility to note and mark the location of each water valve box and manhole covers on the streets to be resurfaced prior to the resurfacing work then locate and adjust each of these after resurfacing.
j. Structures shall be adjusted within 10 days after the road is resurfaced.
k. The existing pavement will be removed a minimum of 9" outside of the most exterior points of the structures.
l. Concrete Collars are to be installed on all valves and manholes per Gwinnett County Standard 502.
m. Structures will be adjusted to pavement grade using bricks, shims, or other non-organic material.
n. Concrete having a minimum compressive strength of 3000 psi at 28 days shall be placed around the adjusted structure, consolidated to fill the voids, and finished to pavement grade. Care should be taken to prevent concrete from falling into manholes, with any such material being removed by the contractor as soon as possible.
o. Concrete shall be protected from traffic for a minimum of 3 days with steel plates, or other measures as approved by the City Engineer or Department of Public Works, Utilities and Parks.
p. 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.
q. The contractor will give the City at least 24 hours' notice as to the locations to be adjusted to allow for inspection scheduling.
r. The City reserves the right to adjust any structures using in-house labor as deemed practicable.
s. In the event an existing casting or structure is found to be structurally deficient, it shall be reported to the Public Works, Utilities and Parks Department for evaluation.

1.2 GENERAL INFORMATION

1. It is extremely important that project schedules ARE met. Only those firms with the necessary resources and a commitment to complete all work on schedule should submit a bid.

2. The City of Norcross will expect to liaise with a single project manager representing the prime contractor (and the sub-contractors).

3. The City will select the most responsive, lowest bidder whose bid best represents the best interest of the City.

4. The City of Norcross reserves the right to cancel this solicitation at any time when it is determined to be in the best interest of the City.

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

6. The City of Norcross reserves the right to approve sub-contractors.

7. Any selection made because of this notice will be based strictly on qualifications and adherence to the submission guidelines, without regard to race, color, religion, sex, or national origin.

8. It is the responsibility of all firms interested in submitting a bid for this advertisement to routinely check the posting on the website for any revisions to this solicitation and addenda issued.

9. It is the responsibility of all firms to read this advertisement in detail and provide all requested information including forms and appendices.

10. Incomplete submittals will be considered non-responsive, thus disqualified. Late submittals will not be accepted.

1.3 BID SUBMISSION GUIDELINES

All questions must be answered. Information given must be clear and comprehensive. The written request should provide background information about the company, its experience with related projects and related clients, and approach to completing this project.

About the Firm:

a. Name of Bidder

b. Permanent main office address, email address, pertinent contact numbers.

c. How long (years) has your firm been in business under your present name; also, state names and dates of previous firm names, if any; where organized?

d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.

e. 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.

a) 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.

Experience:

f. Attach a list of 3-5 similar projects completed in the last 5 five years.

g. Contracts 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. How long do you warrant a project?

n. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?

Approach:

o. Implementation plan and timeline

p. List your major equipment available for this contract.

q. List any subcontractors whom you would expect to use for the contract.

1.4 SCHEDULE OF EVENTS

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

1.5 COMMUNICATIONS WITH STAFF

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

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

2.0 REQUIREMENT

Bid must include labor and all materials as specified; no substitutions for materials are allowed unless approved by City of Norcross.

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

2.1 GENERAL CONDITIONS

2.1.1 Qualifications

2.1.1.1 Bids will be considered only from experienced and well-equipped Contractor(s) engaged in work of this type and magnitude. Bidders must provide their own materials and tools for this contract.

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

2.2 GUARANTEE TO ACCOMPANY BID

2.2.1 If the bid amount is greater than $30,000.00, then bids must be accompanied by an acceptable bid bond in an amount not less than five percent (5%) of the bid amount per section. Failure to submit a bid bond will be a cause for rejection.

Attachment: ITB PW 24-09 (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

2.3 JOINT VENTURES

2.3.1 Joint Ventures between two contractors will not be allowed. The General Contractor shall be required to perform all aspects of this projects and will not be allowed to sub-contract these items.

2.4 AUTHORITY TO SIGN

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

2.5 RIGHTS RESERVED

2.5.1 The City of Norcross reserves the right to reject any or all bids, to waive informalities or to re-advertise. It is understood that all bids are made subject to this agreement, and that the City of Norcross reserves the right to decide which bids it deems the most qualified and lowest cost. In arriving at this decision, full consideration will be given to the experience and qualifications of the Bidder, their financial responsibility, costs and bid amount, work of this type successfully completed and past performance with the City of Norcross.

2.5.2 Bidders are advised to examine all corresponding documents carefully and to make examinations of the site(s) of the proposed work, as necessary, to familiarize themselves with location conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully regarding conditions under which the work will be performed. The City will not be responsible for the Bidder's errors or misjudgment, nor for any information on location conditions or general laws and regulations.

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

2.6 AWARD OF CONTRACT

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

The contract will be awarded to the most qualified vendor whose bid will cost the least and prove to be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.

The City of Norcross reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest.

The City reserves the option to negotiate terms, conditions, and pricing with the most responsive, responsible and lowest bidder at its discretion.

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

- Bid price
- Compliance with submission guidelines and specifications (including any required forms and documents)
- Ability to perform scope of work and meet deadlines
- References

Please provide accurate information and inform your references that the City of Norcross will follow up to perform reference checks. It will affect your evaluation if we are not able to contact your references, or they do not respond in time. References will be contacted within a week of the submission deadline.

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

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

2.6.2 Prior to award of the Contract, the successful Bidder will be required to submit a schedule to the City, demonstrating the Bidder's ability to commence and proceed in a timely manner. Due to time constraints on this contract, it is mandatory that the work be performed simultaneously and immediately. A bidder's failure to demonstrate the ability to proceed as required may result in contract cancellation, as deemed in the City's best interest.

2.6.3 Failure to demonstrate the ability for simultaneous contract execution and progression will result in, at the City's discretion, contract cancellation, re-advertising of any and/or all these contracts, or awarding any or all of the contract to the next **most responsive and responsible lowest bidder**.

2.6.4 If the contract amount is greater than $30,000.00, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount per section, must be provided by the successful bidder by a surety company

qualified to do business in the State of Georgia with an AM Best rating of B+ or higher and satisfactory to the City of Norcross. Bonds given shall meet the requirements as listed in this ITB.

2.7 PRODUCTION REQUIREMENTS

2.7.1 The successful bidder will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to specifications in the ITB within 90 days from the Notice to Proceed.

2.8 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

2.8.1 Payment shall be provided based on the cost schedule provided in bidder's response. Bidder shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to **Donald Maxwell, Stormwater & Roads Superintendent at 345 Lively Ave, Norcross, GA 30071**. The invoice shall contain a complete itemization of services. The total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents.

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

2.9 LOCATION AND SITE(S)

2.9.1 The site(s) of the proposed work is within City limits of the City of Norcross, Georgia.

2.9.2 The Contractor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in the appendices or as directed by the Department of Public Works, Utilities and Parks.

2.9.3 The Contractor, before submitting a bid is required to visit the site(s) and acquaint themselves with the actual conditions and the location of any and/or

Attachment: ITB PW 24-09 (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

all obstructions that may exist on the site(s).

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

2.10 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

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

2.11 MATERIALS

2.11.1 Unless otherwise specified in the Contract, the bidder shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of this project.

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

2.12 INSPECTION

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

2.13 NON-COLLUSION

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

Attachment: ITB PW 24-09 (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

2.14 CONTRACT REQUIREMENTS

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

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

2.14.1.1.2 Provide Insurance Certificates as specified in the ITB Checklist.

2.14.1.1.3 Provide bonding as required by the ITB documents.

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

2.15 MISCELLANEOUS PROVISIONS

(May not be applicable to this ITB)

2.15.1 Permits

No permits are anticipated for this project.

2.15.2 Work Hours

No work shall take place on Saturday or Sunday.

2.15.3 Detour/Closures

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

2.15.4 Residential Refuse

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

2.15.5 Project Briefing

All bidders are required to schedule an appointment with the Storm Water Superintendent in order to inspect each work site. The Superintendent can

Attachment: ITB PW 24-09 (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

be reached at donald.maxwell@norcrossga.net or 678-421-2069.

2.15.6 Disposal of Refuse

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

Attachment: ITB PW 24-09 (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

APPENDIX A

ITB PW 24-09

SCHEDULE OF EVENTS

Event:	Date:
Release of ITB	July 31, 2024 11:00 a.m.
Pre-bid Meeting (**Optional but highly recommended**)	August 16, 2024 10:00 a.m.
Deadline for Written Questions	August 16, 2024 5:00 p.m.
Bids Due	August 30, 2024 11:00 a.m.
Public Opening and Reading	August 30, 2024 11:05 a.m.
Bid Review/Evaluation	On/About September 6,
Contract Award (On/about)	2024 On/About October 7,
	2024

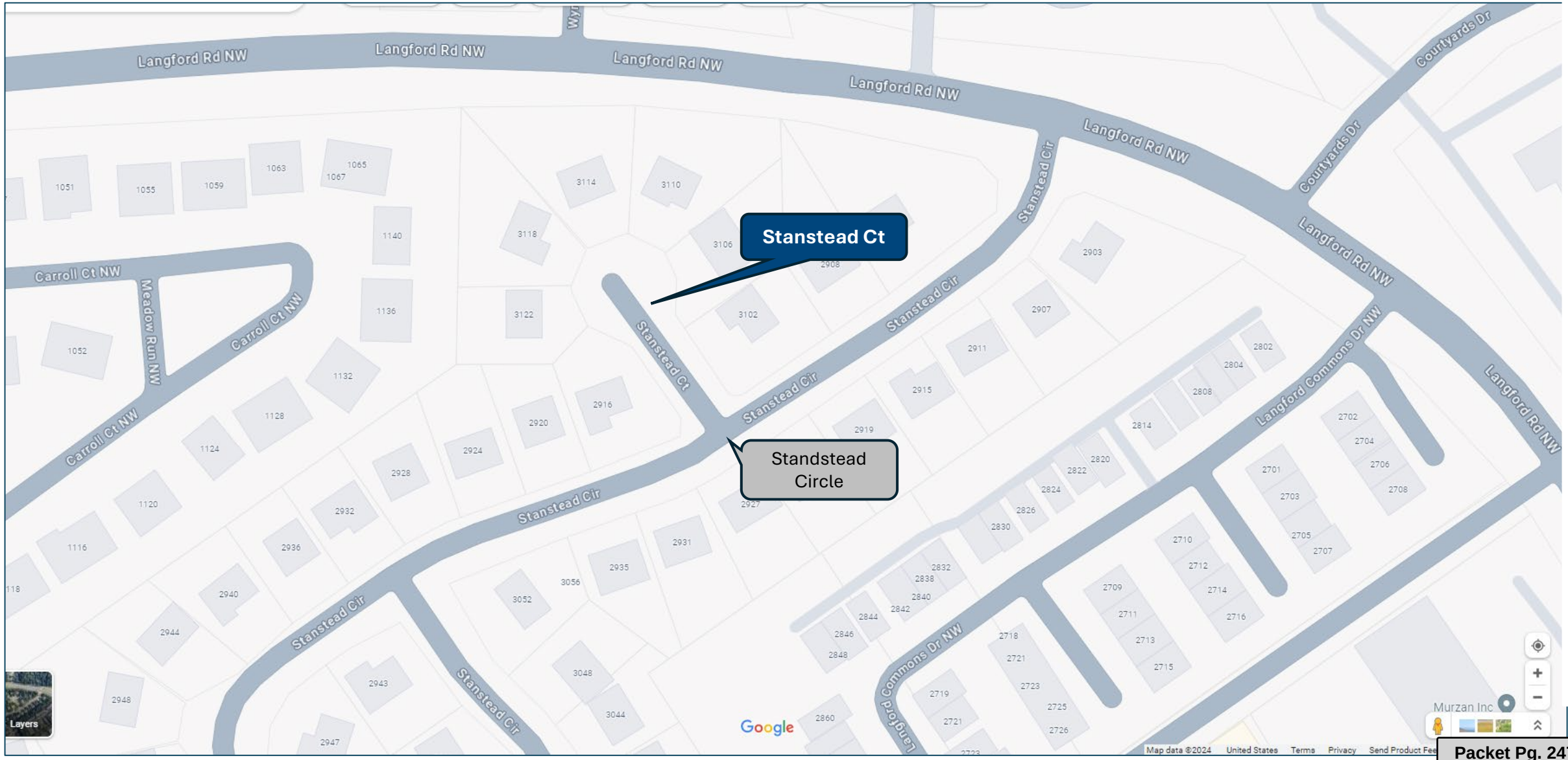
Attachment: ITB PW 24-09 (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

APPENDIX B

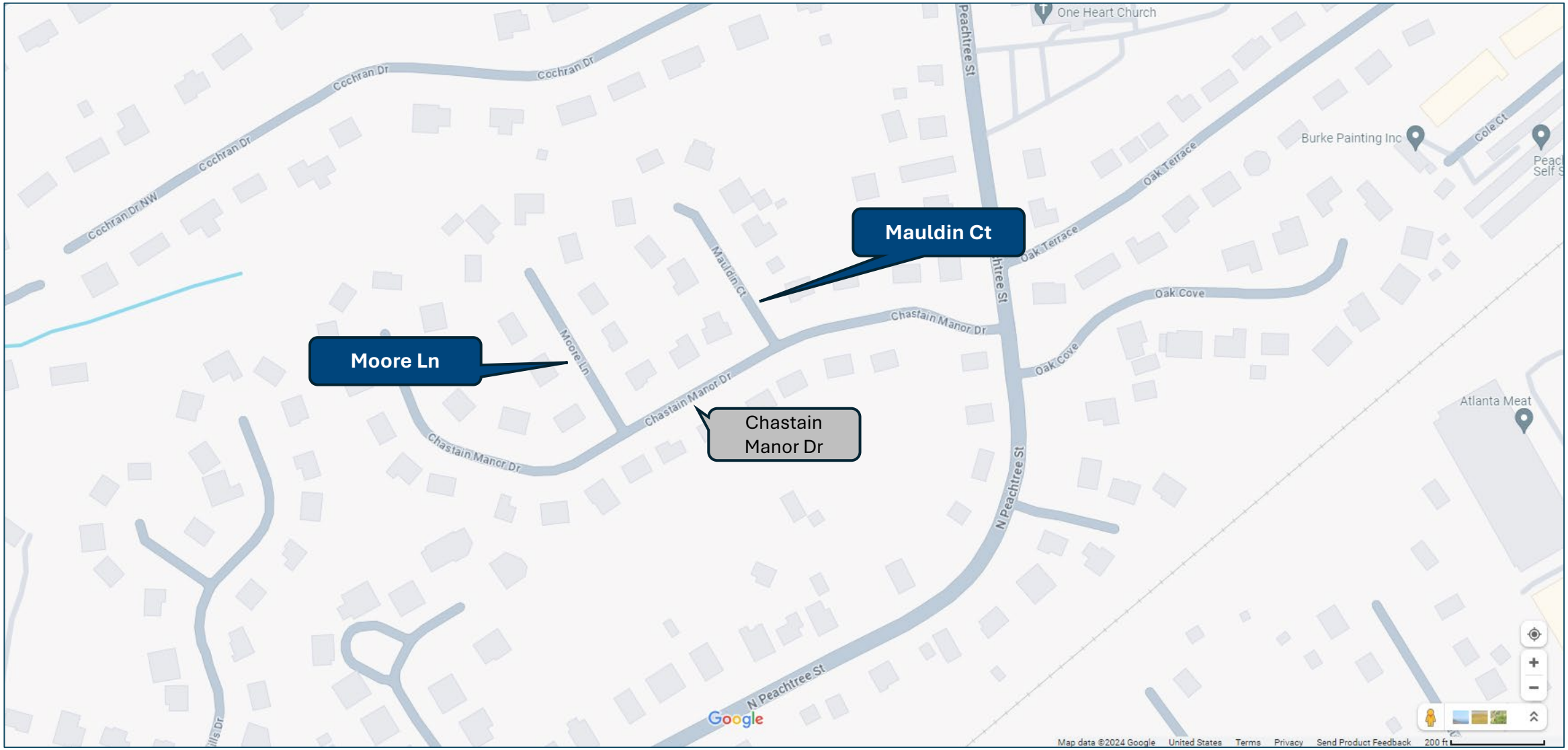
ITB PW 24-09

MAPS

1. Stanstead Court: *Start Stanstead Circle/Finish end of Cul de Sac*

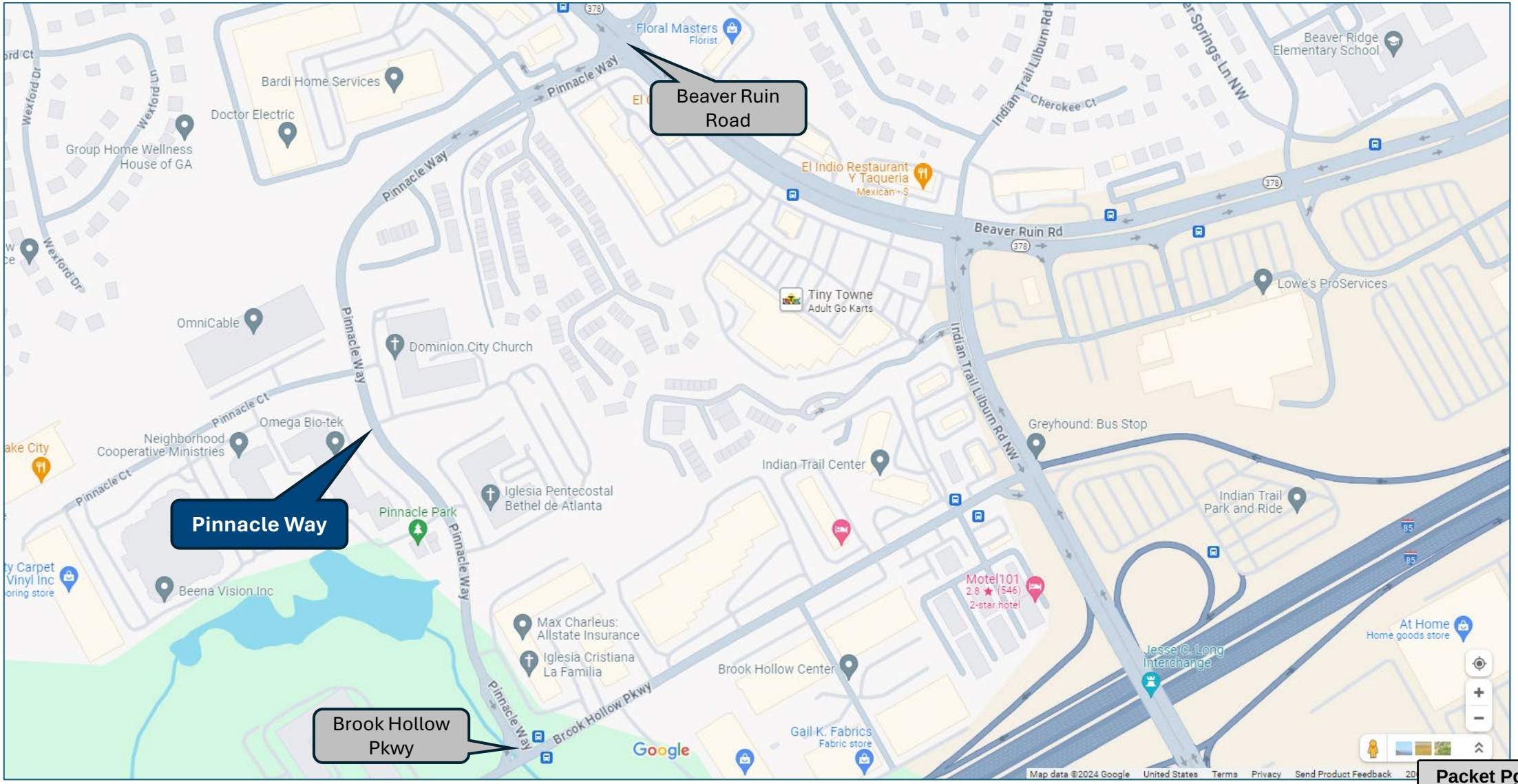


2 & 3. Moore Lane & Mauldin Ct: *Start Chastain Manor Dr /Finish end of Cul de Sac*



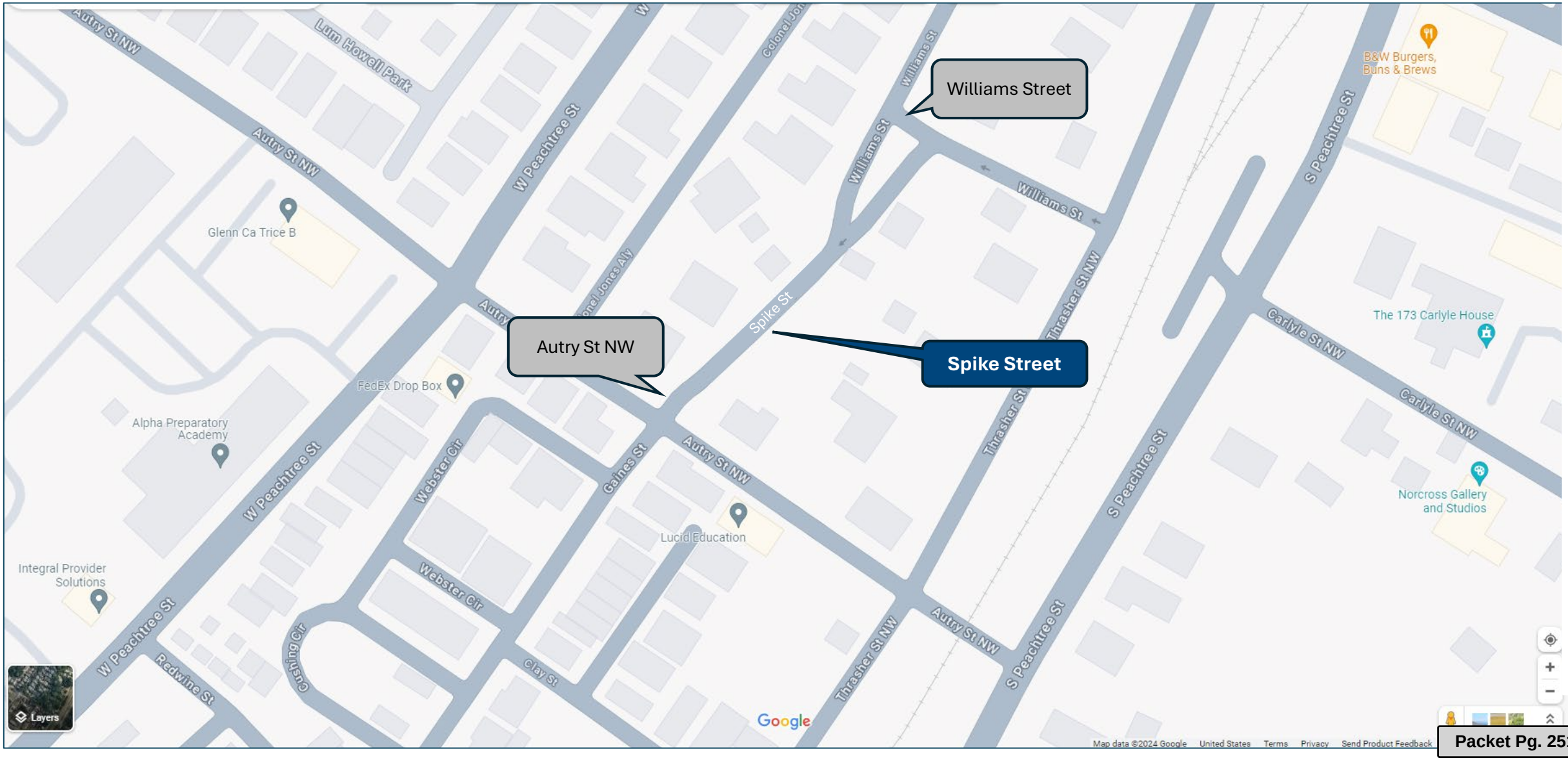
4. Best Friend Road: *Start Northbelt Pkwy/Finish Jimmy Carter Blvd*

5. Pinnacle Way: *Start at Beaver Ruin/Finish at Brook Hollow Pkwy*



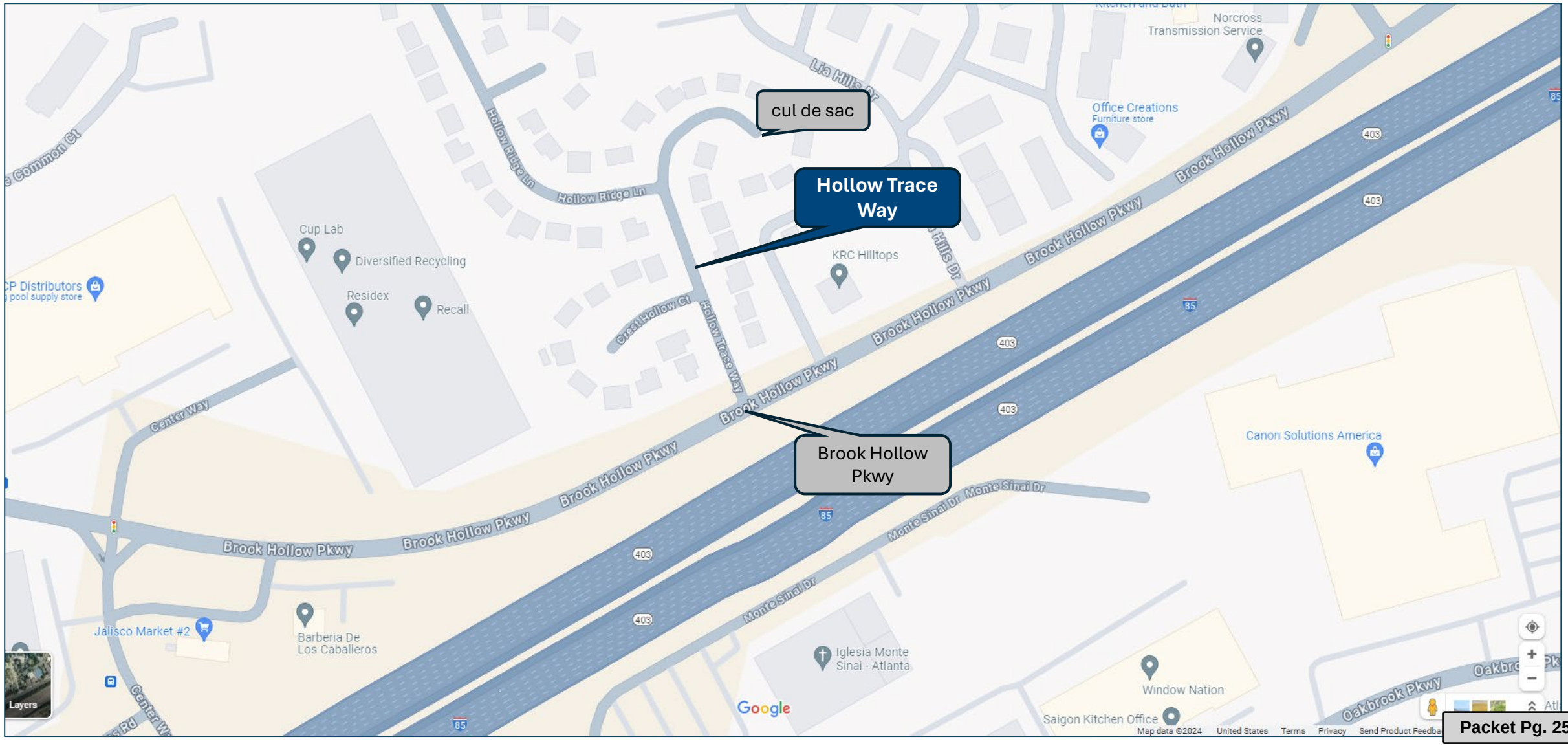
Attachment: ITB PW 24-09 (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and

6. Spike Street: *Start Autry St NW/Finish Williams Street*



Attachment: ITB PW 24-09 (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and

7. Hollow Trace Way: *Start Brook Hollow Pkwy/Finish Cul de sac*



APPENDIX C

ITB PW 24-09

BID SCHEDULE

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. This form is mandatory and must be included in your bid packet.

Once roadways are fully milled, the contractor must reach out to the Stormwater Superintendent to better assess the condition of the base and subbase and estimate the amount of patching required for each roadway

Attachment: ITB PW 24-09 (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

Pay Item	Bid Schedule				
	Description	Units	Quanity	Unit Cost	Total Cost
	Stanstead Court				
1	Curb Line Milling (L=169FTand W=22FT)	SY	496	$	$
2	Patching (19mm superpave 4"depth)	Ton	29	$	$
3	Inlay Asphalt (1.5"9.5 mm superpave)	Ton	29	$	$
4	Thermoplastic Solid Strip 24 Inch White (Stop Bar)	Each	1	$	$
5	Manhole Adjustments	Each	1	$	$
	Moore Lane				
6	Curb Line Milling (L=419 FTand W= 22FT)	SY	1228	$	$
7	Patching (19mm superpave 4"depth)	ton	72	$	$
8	Inlay Asphalt (1.5"9.5 mm superpave)	ton	71	$	$
9	Thermoplastic Solid Strip 24 Inch White (Stop Bar)	Each	1	$	$
10	Manhole adjustments	Each	2	$	$
	Mauldin Court				
11	Curb Line Milling (L=359 FTand W=22 FT)	SY	1054	$	$
12	Patching (19mm superpave 4"depth)	Ton	63	$	$
13	Inlay Asphalt (1.5"9.5 mm superpave)	Ton	63	$	$
14	Thermoplastic Solid Strip 24 Inch White (Stop Bar)	Each	1	$	$
15	Manhole Adjustments	Each	1	$	$
	Best Friend Road				
16	Curb Line Milling (L=441 FTand W=22FT)	SY	1079	$	$
17	Patching (25mm superpave 4 Inch Depth)	Ton	120	$	$
18	Inlay Asphalt (1.5"12.5mm superpave)	Ton	71	$	$
19	Pavement Stripping (Crosswalk -Stop Bar)	LS	1	$	$
	Pinnacle Way				
20	Full width Milling (L=3660 FT. and W=38 FT.)	SY	16225	$	$
21	Patching (25mm superpave 4 Inch Depth)	Ton	2701	$	$
22	Inlay Asphalt (1.5"12.5mm superpave)	Ton	901	$	$
23	Pavement Strpping (Crosswalks - Stop Bars - Turn Lanes)	LS	1	$	$
24	Manhole Adjustments	Each	4	$	$
	Spike Street				
25	Full Width Milling L=426 FTand W=12 FT	SY	568	$	$
26	Patching (19mm superpave 4"depth)	Ton	30	$	$
27	InlayAsphalt (1.5 "9.5mmsuperpave	Ton	30	$	$
28	Thermoplastic Solid Strip 24 Inch White (Stop Bar)	LS	1	$	$
	Hollow Trace Way				
30	Full Width Milling (L=725.9 and Width =22 FT.)	SY	1863	$	$
31	Patching (19mm superpave 4"depth)	ton	206	$	$
32	Inlay Asphalt (1.5"9.5 mm superpave)	Ton	103	$	$
33	Thermoplastic Solid Strip 24 Inch White (Stop Bar)	LS	1	$	$
34	Manhole Adjustments	Each	6	$	$
	Other Cost				
35	Mobilization	LS	1	$	$
36	Crack Sealing	(C/LMile)	1.17 Miles	$	$
37	Traffic Control	LS	1	$	$
		TOTAL	$		

APPENDIX D

ITB PW 24-09

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.

Attachment: ITB PW 24-09 (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

References for _____

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

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

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

APPENDIX E

ITB PW 24-09

ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)

☐ No addenda were received:

Acknowledged for:_____
(Name of Firm)

_____
Signature of Authorized Representative

_____
Name (Print or Type)

_____
Title

_____
Date

Attachment: ITB PW 24-09 (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

APPENDIX F

ITB PW 24-09

PACKET CHECKLIST

FIRM NAME: _____

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 bid packet. Failure to do so may you render ineligible for consideration.***

_____ Packet Checklist (attached to bid package)

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

_____ Bid Bond if bid amount is over $30,000

_____ Certificate of Liability Insurance

_____ E-Verify Contractor & SAVE Affidavits

_____ Reference Form

Mail or deliver to:
ITB PW 24-09 Road Resurfacing
Charlene Marsh
City of Norcross – PW Department
345 Lively Avenue
Norcross, GA 30071

Attachment: ITB PW 24-09 (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

Department of Public Works
345 Lively Avenue, Norcross GA 30071
Office: 678-421-2069 Fax: 770-255-2335
www.norcrossga.net

Bid Tabulation
ROAD RESURFACING
ITB PW 24-09
August 30, 2024 at 11:00am
345 Lively Avenue, Norcross, GA 30071

Company Name	Bid Amount
Georgia Paving	$931,122.00
East Coast Paving	$1,035,098.00
Surface Masters	$988,497.10
Atlanta Paving & Company	$899, 666.00
Magnum Paving	$1,039,357.63
Vertical Earth	$1,033,842.02
Stewart Brothers	$1,056,778.70
Blount Construction	$891,391.25
CW Matthews	$1,118,311.39
Sunbelt Asphalt	$1,021,286.00
Allied Paving Contractors	$993,418.75

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

Attachment: ITB PW 24-09 Final Bid Tabulation (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

CONTRACT BETWEEN BLOUNT CONSTRUCTION COMPANY, INC. AND THE CITY OF NORCROSS FOR ROAD RESURFACING

Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

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Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

Agreement for Road Resurfacing

This Agreement, made and executed as of the_____day of_____, 2024 by and between **Blount Construction Company, Inc.** with a place of business at **1730 Sands Place Marietta, GA 30067** (hereinafter called "Contractor") 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 CONTRACTOR

The description of the Client's project (The "Project") and the Scope of Services as they relate to the Road Resurfacing at Stanstead Court, Moore Lane, Mauldin Court, Best Friend Road, Pinnacle Way, Spike Street, and Hollow Trace Way (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Contractor received on **August 30, 2024** (the "Proposal"). The Proposal is made a part of this Agreement by reference. The Proposal includes the scope of services which complies with the requirements of the Invitation to Bid (ITB PW 24-09).

ARTICLE 2 – COMPENSATION

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

ARTICLE 3 – PAYMENTS

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

ARTICLE 4 – PERIOD OF SERVICE

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

ARTICLE 5 – CHANGE IN SCOPE OF SERIVCES

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

Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

give Client notification of any potential change in price for the Services.

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

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

ARTICLE 6 – STANDARD OF CARE

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

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

ARTICLE 7 – INDEMNIFICATION

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

Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

ARTICLE 8 – LIMITATION OF LIABILITY

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

ARTICLE 9 – INSURANCE

A. During the term of this Agreement, Contractor shall, as its sole expense, secure and maintain in-force policies of insurance of the following types:
    1. Workers' compensation coverage in accordance with the statutory requirements of the jurisdiction in which Services are to be performed.
    2. Employer's liability insurance with a minimum of $250,000.
    3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined of at least $1,000,000 aggregate.
    4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least $1,000,000 per occurrence.

B. Contractor shall furnish Client Certificates of Insurance evidencing the insurance coverages required in this Article 9. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this Agreement, the issuing company will endeavor to mail thirty (30) days' written notice to Client.

ARTICLE 10 – RELATIONSHIP OF CONTRACTOR TO CLIENT

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

ARTICLE 11 – PERSONNEL

Contractor agrees that during Contractor's performance of Services hereunder, adequate provision shall be made to staff and retain the Services of such competent personnel as may be appropriate or necessary for the performance of such Services. Client shall have the right to review the personnel assigned by Contractor, and Contractor shall remove

Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

any personnel not acceptable to Client.

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

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

ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

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

ARTICLE 13 – PERMITS AND LICENSES

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

ARTICLE 14 – ADHERENCE TO LAWS

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

ARTICLE 15 – NONDISCOLSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

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

A. Confidential Client information ("Primary Data") disclosed to Contractor which is identified in writing by Client as proprietary to Client shall be: (1) Safeguarded, (2) maintained in confidence, and (3) made available by Contractor only to those of its employees or others who have a need to know and agree to equivalent conditions pertaining to nondisclosures as contained herein.
B. Upon completion of the project or sooner if Client so requests the Contractor shall return to Client's representative all primary data furnished to the Contractor under this Agreement and shall if requested deliver to the Client's representative all drawings, schedules, calculations, and other documents generated by Contractor for use in connection with the project ("Secondary Data")

C. Contractor shall not use for itself or to disclose to third parties any primary data or secondary data without the prior written consent of Client.
D. The nondisclosure obligations pertaining to Primary and Secondary data shall terminate three years from date Contractor's association with this project terminates. Those closure obligations shall not apply to any data which:

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

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

ARTICLE 16 – INTENTIONALLY LEFT BLANK

ARTICLE 17 – FORCE MAJEURE

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

ARTICLE 18 – PROJECT DELAY

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

Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

ARTICLE 19 – [RESERVED]

ARTICLE 20 – GOVERNING LAW

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

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

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

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

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

Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

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

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

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

ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

I. The Contractor further represents as follows:

ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS

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

To Contractor		To Client	
Original to:	_____	Original to:	Donald Maxwell
Position:	_____	Position:	Stormwater Superintendent
Address:	_____	Address:	345 Lively Avenue Norcross, GA 30071
	_____		_____
Copy to:	_____	Copy to:	Len Housley
Position:	_____	Position:	Public Works Director
Address:	_____	Address:	345 Lively Avenue Norcross, GA 30071

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

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

Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

ARTICLE 24 – MISCELLANEOUS

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

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

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

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

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

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

Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

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

Contractor

By: _____

Title: _____

Client

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

APPENDIX A – SCOPE OF SERVICES FOR ROAD RESURFACING

Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

* Please note that appendices A & B are extracted from BLOUNT CONSTRUCTION COMPANY, INC's proposal.

NORCROSS
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City of Norcross
Department of Public Works

INVITATION TO BID
ROAD RESURFACING
ITB PW 24-09

Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

City of Norcross
Department of Public Works

INVITATION TO BID
ROAD RESURFACING
ITB PW 24-09

OVERVIEW:
The City of Norcross is soliciting sealed competitive bids from qualified contractors for resurfacing projects for the roadways listed below:

1) Stanstead Court *(Begin at Stanstead Cir & End at end of Cul de Sac)*– Length of 169 LF and 22 LF wide
2) Moore Lane – *(Begin at Chastain Manor Dr. & End at Cul de Sac)* Length of 419 LF and 22 LF wide
3) Mauldin Court – *(Begin at Chastain Manor Dr. & End at Cul de Sac)* Length of 359 LF and 22 LF wide
4) Best Friend Road *(Begin at Northbelt Pkwy & End at Jimmy Carter Blvd.)* – Length of 441 LF and 22 LF wide
5) Pinnacle Way *(Begin at Beaver Ruin Rd & End at Brook Hollow Pkwy)* – Length of 3,660 LF and 38 LF wide
6) Spike Street *(Begin at Autry St NW & End at Williams St)* Length of 426 LF and 12 LF wide
7) Hollow Trace Way *(Begin at Brook Hollow Pkwy & End at Cul de Sac)* – Length of 725.9 LF and 22 LF wide

All work must be completed in 90 days from when Notice to Proceed is issued and in accordance to industry specifications and standards.

The BID package should be clearly marked "**ITB PW 24-09 –Road Resurfacing**" on its face and submitted by **11:00 a.m. on August 30, 2024** to the address below. Please submit two printed copies and one electronic copy (USB) of your package to:

Charlene Marsh
Capital Projects Manager
ITB PW 24-09 Road Resurfacing
City of Norcross – Public Works
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 procurement@norcrossga.net by **5:00 p.m. on August 16, 2024**. A Q&A addendum will be posted within a week.

An ***optional, but highly recommended*** pre-bid meeting will take place on **August 16, 2024 at 10:00 a.m.** at the Public Works department located at 345 Lively Avenue Norcross GA 30071.

BIDS will be opened and publicly read at **11:05 a.m. August 30, 2024** at the address noted above.

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

No BID may be withdrawn within thirty (30) days after the BID opening. Requests for withdrawals must be submitted in writing. All BIDS shall remain firm for 90 days after bid opening.

Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

1.0 INTRODUCTION

The City of Norcross is soliciting sealed competitive bids from qualified contractors for Road Resurfacing within the City of Norcross as illustrated in the attached map (See Appendix B).

1.1 PROJECT SCOPE

The project will consist of milling and resurfacing to include repairing the existing pavement base were needed, resurfacing of adjacent driveways to meet street pavement grades, adjustments of water valves and manholes, and the insulation of pavement striping and markings as directed. Please refer to Appendix C for additional specifications.

a. Streets scheduled for milling and resurfacing will consist of the furnishing of all materials, labor, and equipment for the complete construction including but not limited to: repairing the existing pavement base where needed, resurfacing of adjacent driveways to meet street pavement grades, maintaining traffic control measures, milling existing pavement, installing tack coat, installing asphaltic concrete surface, course applying high density mineral bond, adjustments of water valves & manholes, and the installation of pavement striping, and markings as directed, performing cleanup and related work.

b. At locations where the asphalt is higher than the gutter, the milling depth will be greater than the inlay depth. The milled surface at those locations shall be one and one half (1.5) inches below the gutter and the completed asphalt surface shall be flush with the gutter.

c. The pavement to be placed after milling the existing wearing course is a one and one half (1.5) inch 9.5mm super-pave asphalt on residential.

d. Patching shall include 4-inch depth milling down to existing subgrade and compacted subgrade, 4 inches of 25mm superpave, and 1.5 inches of 12.5mm superpave surface course on non-residential.

e. Load tickets that meet Georgia Department of Transportation specifications must accompany all delivered materials. The contractor must supply copies

f. of all asphalt tickets to the city.

g. AC-20 or AC-30 bituminous tack shall be used on these projects. All surfaces shall be cleaned completely and thoroughly dried before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack shall be applied between .04 and .06 gallons per square yard. All materials and equipment used to perform the bituminous tack coat shall be considered incidental to the work and included in the bid price for other pay items.

h. Contractor shall be responsible for implementing and maintaining all necessary traffic control measures. Contractor shall submit a traffic control plan to the City for approval prior to commencing. Any operations at a given

location traffic control plan shall at minimum conform to the requirements set forth in the MU TCD.

i. Manhole Adjustment and Water Valve Box Adjustment: It shall be the Contractor's responsibility to note and mark the location of each water valve box and manhole covers on the streets to be resurfaced prior to the resurfacing work then locate and adjust each of these after resurfacing.
j. Structures shall be adjusted within 10 days after the road is resurfaced.
k. The existing pavement will be removed a minimum of 9" outside of the most exterior points of the structures.
l. Concrete Collars are to be installed on all valves and manholes per Gwinnett County Standard 502.
m. Structures will be adjusted to pavement grade using bricks, shims, or other non-organic material.
n. Concrete having a minimum compressive strength of 3000 psi at 28 days shall be placed around the adjusted structure, consolidated to fill the voids, and finished to pavement grade. Care should be taken to prevent concrete from falling into manholes, with any such material being removed by the contractor as soon as possible.
o. Concrete shall be protected from traffic for a minimum of 3 days with steel plates, or other measures as approved by the City Engineer or Department of Public Works, Utilities and Parks.
p. 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.
q. The contractor will give the City at least 24 hours' notice as to the locations to be adjusted to allow for inspection scheduling.
r. The City reserves the right to adjust any structures using in-house labor as deemed practicable.
s. In the event an existing casting or structure is found to be structurally deficient, it shall be reported to the Public Works, Utilities and Parks Department for evaluation.

1.2 GENERAL INFORMATION

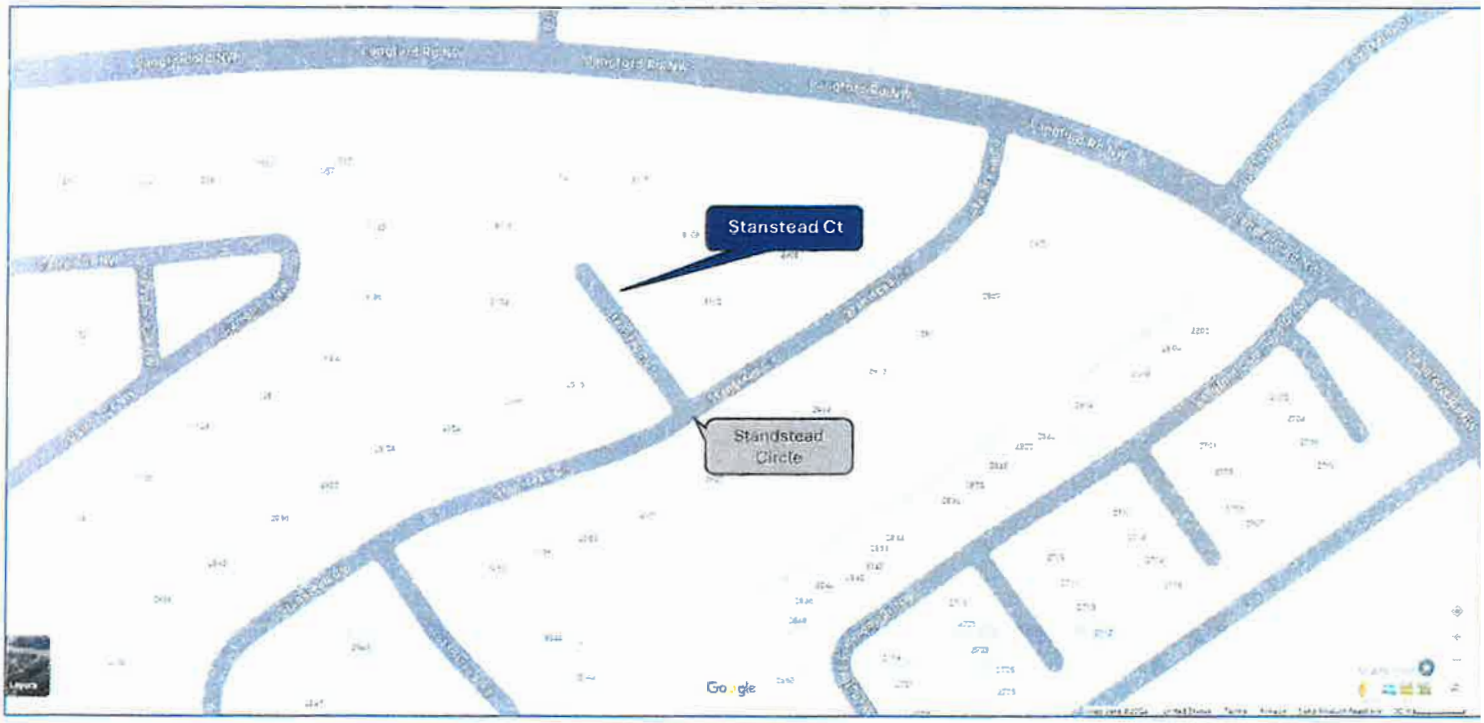
1. It is extremely important that project schedules ARE met. Only those firms with the necessary resources and a commitment to complete all work on schedule should submit a bid.

2. The City of Norcross will expect to liaise with a single project manager representing the prime contractor (and the sub-contractors).

3. The City will select the most responsive, lowest bidder whose bid best represents the best interest of the City.

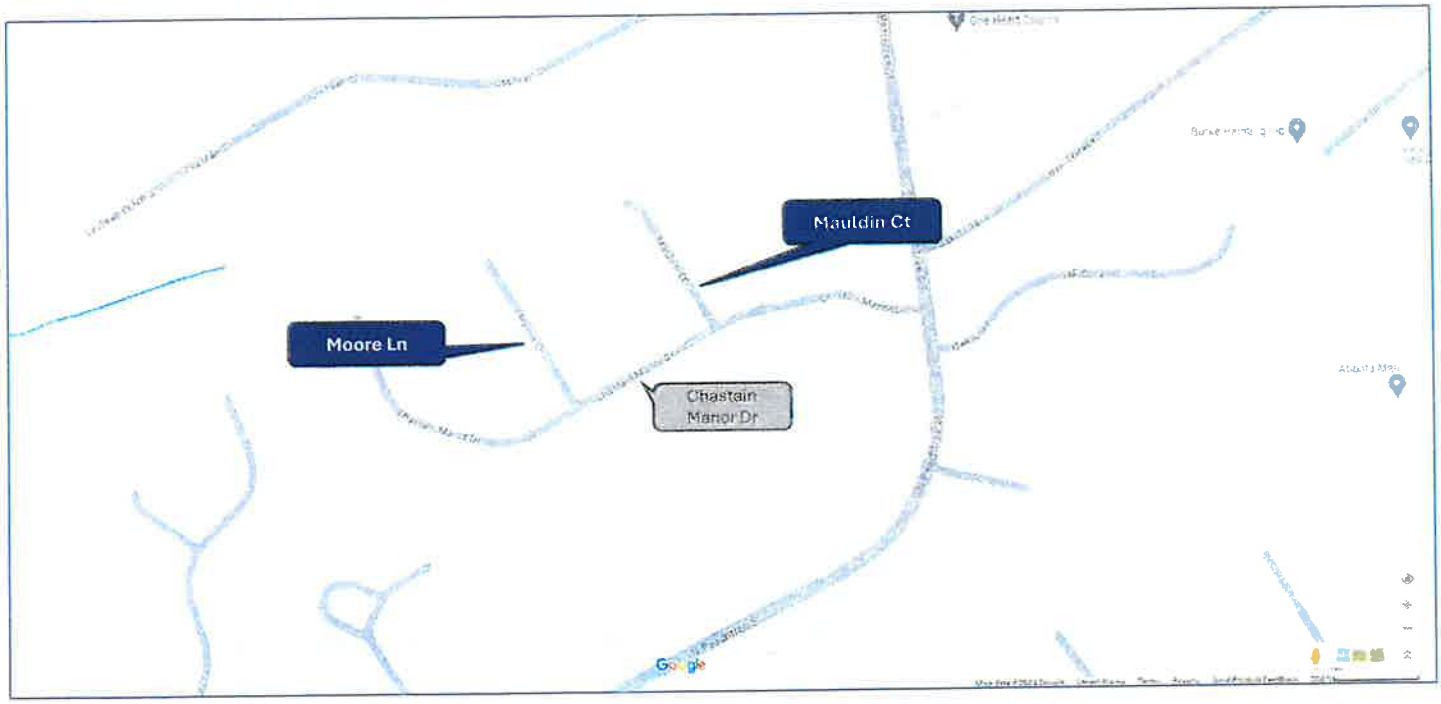
Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

1. Stanstead Court: ***Start Stanstead Circle/Finish end of Cul de Sac***



Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

2 & 3. Moore Lane & Mauldin Ct: *Start Chastain Manor Dr /Finish end of Cul de Sac*



Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

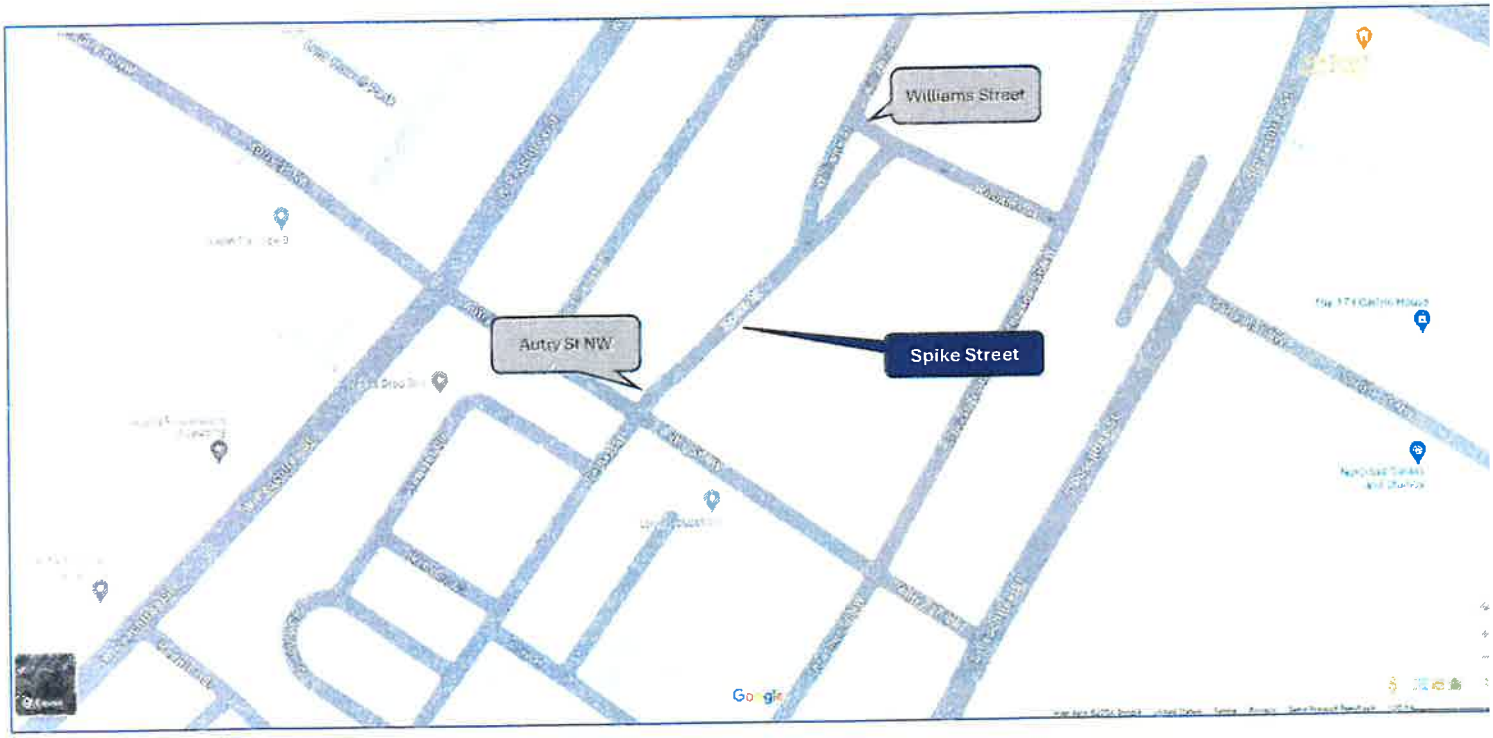
4. Best Friend Road: *Start Northbelt Pkwy/Finish Jimmy Carter Blvd*

Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

5. Pinnacle Way: *Start at Beaver Ruin/Finish at Brook Hollow Pkwy*

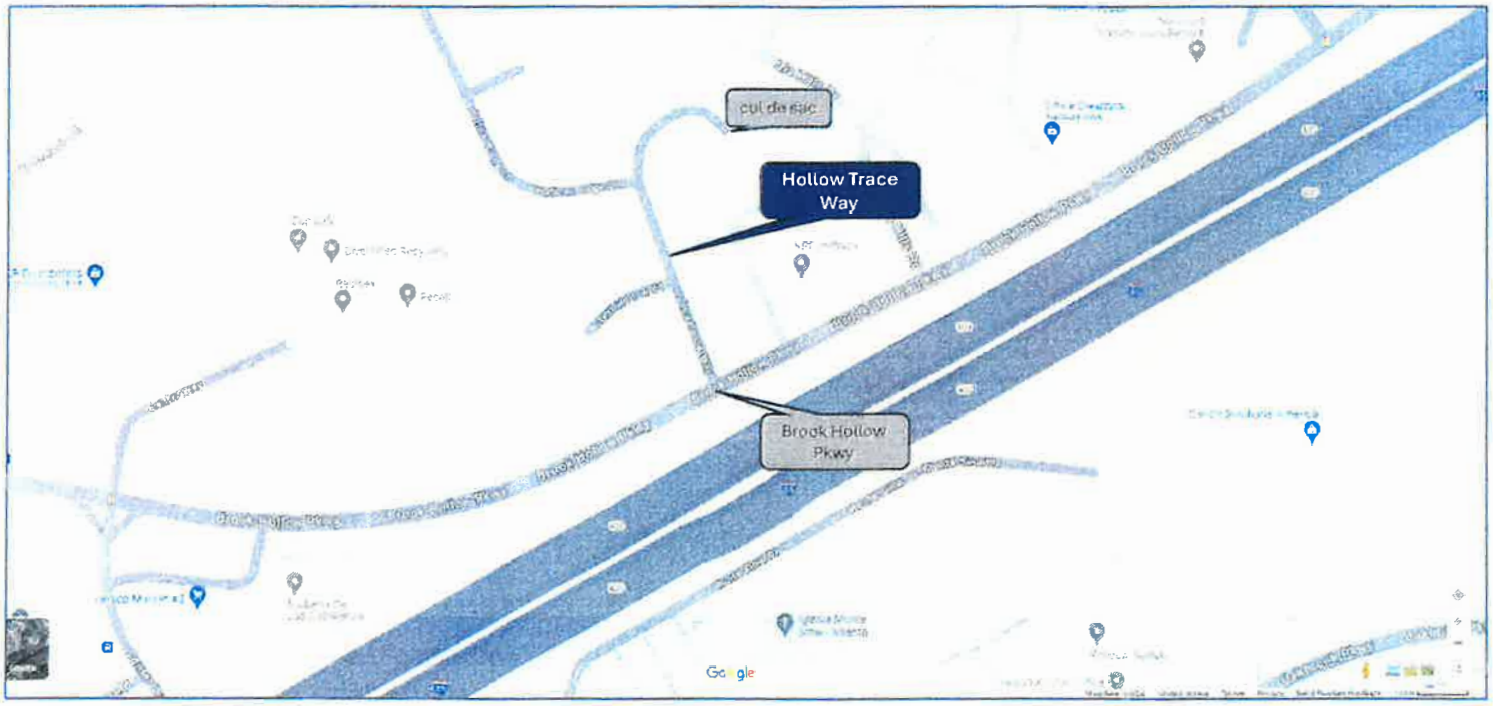
Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

6. Spike Street: *Start Autry St NW/Finish Williams Street*



Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

7. Hollow Trace Way: *Start Brook Hollow Pkwy/Finish Cul de sac*



Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

APPENDIX B – COMPENSATION FOR ROAD RESURFACING

Attachment: CON Blount Construction Contract (24-7128 : Invitation to Bid (ITB) Resurfacing, SPLOST, and LMIG)

ADDENDUM 4: ITB PW 24-09 UPDATED BID SCHEDULE

Pay Item	Bid Schedule Description	Units	Quanity	Unit Cost	Total Cost
	Stanstead Court				
1	Curb Line Milling (L=169FT and W=22FT)	SY	496	$ 5.78	$ 2,866.88
2	Patching (19mm superpave 4"depth)	Ton	29	$ 265.70	$ 7,705.30
3	Inlay Asphalt (1.5" 9.5 mm superpave)	Ton	29	$ 189.34	$ 5,490.86
4	Thermoplastic Solid Strip 24 Inch White (Stop Bar)	Each	1	$ 262.50	$ 262.50
5	Manhole Adjustments	Each	1	$ 1,564.50	$ 1,564.50
	Moore Lane				
6	Curb Line Milling (L=419 FT and W= 22FT)	SY	1228	$ 4.09	$ 5,022.52
7	Patching (19mm superpave 4"depth)	ton	72	$ 170.54	$ 12,278.88
8	Inlay Asphalt (1.5" 9.5 mm superpave)	ton	71	$ 175.40	$ 12,453.40
9	Thermoplastic Solid Strip 24 Inch White (Stop Bar)	Each	1	$ 262.50	$ 262.50
10	Manhole adjustments	Each	2	$ 1,564.50	$ 3,129.00
	Mauldin Court				
11	Curb Line Milling (L=359 FT and W=22 FT)	SY	1054	$ 4.07	$ 4,289.78
12	Patching (19mm superpave 4"depth)	Ton	63	$ 179.69	$ 11,320.47
13	Inlay Asphalt (1.5" 9.5 mm superpave)	Ton	63	$ 174.53	$ 10,995.39
14	Thermoplastic Solid Strip 24 Inch White (Stop Bar)	Each	1	$ 262.50	$ 262.50
15	Manhole Adjustments	Each	1	$ 1,564.50	$ 1,564.50
	Best Friend Road				
16	Curb Line Milling (L=441 FT and W=22FT)	SY	1079	$ 4.00	$ 4,316.00
17	Patching (25mm superpave 4 Inch Depth)	Ton	120	$ 157.70	$ 18,924.00
18	Inlay Asphalt (1.5" 12.5mm superpave)	Ton	71	$ 155.84	$ 11,064.64
19	Pavement Stripping (Crosswalk -Stop Bar)	LS	1	$ 2,362.50	$ 2,362.50
	Pinnacle Way				
20	Full width Milling (L=3660 FT. and W=38 FT.)	SY	16225	$ 3.25	$ 52,731.25
21	Patching (25mm superpave 4 Inch Depth)	Ton	2701	$ 146.23	$ 394,967.23
22	Inlay Asphalt (1.5" 12.5mm superpave)	Ton	901	$ 133.65	$ 120,418.65
23	Pavement Strpping (Crosswalks - Stop Bars - Turn Lanes)	LS	1	$ 13,230.00	$ 13,230.00
24	Manhole Adjustments	Each	4	$ 1,564.50	$ 6,258.00
	Spike Street				
25	Full Width Milling L=426 FT and W=12 FT	SY	568	$ 6.51	$ 3,697.68
26	Patching (19mm superpave 4"depth)	Ton	30	$ 260.36	$ 7,810.80
27	InlayAsphalt (1.5 "9.5mmsuperpave	Ton	30	$ 205.25	$ 6,157.50
28	Thermoplastic Solid Strip 24 Inch White (Stop Bar)	LS	1	$ 262.50	$ 262.50
	Hollow Trace Way				
30	Full Width Milling (L=725.9 and Width =22 FT.)	SY	1863	$ 4.31	$ 8,029.53
31	Patching (19mm superpave 4"depth)	ton	206	$ 166.02	$ 34,200.12
32	Inlay Asphalt (1.5" 9.5 mm superpave)	Ton	103	$ 155.66	$ 16,032.98
33	Thermoplastic Solid Strip 24 Inch White (Stop Bar)	LS	1	$ 1,155.00	$ 1,155.00
34	Manhole Adjustments	Each	6	$ 1,564.50	$ 9,387.00
	Other Cost				
35	Mobilization	LS	1	$ 35,426.87	$ 35,426.87
36	Crack Sealing	(C/L Mile)	1.17 Miles	$ 12,264.76	$ 14,349.77
37	Traffic Control	LS	1	$ 38,540.25	$ 38,540.25
38	Traffic loops for Pinnacle Way and Best Friend Road	LS	1	$ 12,600.00	$ 12,600.00
		TOTAL	$		891,391.25

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

City of Norcross

Legislation Details (With Details)

File #:	24-7065	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Vehicular and Pedestrian Crosswalk Improvements in the Downtown District		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Vehicular and Pedestrian Safety in Downtown District
2. Norcross Crossing Improvements Proposed Layout
3. Norcross PD Desired Locations
4. Signs and Equipment Quote
5. Electrical Quote

Title
Vehicular and Pedestrian Crosswalk Improvements in the Downtown District

Drafter
Len Housley

Motion
A motion to Approve/Deny the purchase of sign(s), equipment, and electrical requirements to improve vehicular and pedestrian safety in the downtown district of Norcross.

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

Agenda Report

To: Mayor and Council

From: Len Housley, Director, Public Works Department

Meeting Date: October 7, 2024 - Mayor and Council

Item No.: 24-7065

Title: Vehicular and Pedestrian Crosswalk Improvements in the Downtown District

CC: Eric Johnson, City Manager

Recommendation

Approval of sign(s), equipment purchases, and electrical requirements to improve vehicular and pedestrian safety in the downtown district of Norcross.

Background:

- The growing mix of vehicular traffic and pedestrian foot traffic in the Downtown district dictates improved traffic safety measures. The Police Department in coordination with Public Works recommends four locations to install improved lighted stop signs and interactive lighted crosswalk signs. Areas recommended for improvement are:

- Holcomb Bridge Road and Thrasher Street
- Park Drive and Thrasher Street
- Jones Street and South Peachtree
- Holcomb Bridge Road and South Peachtree

- Attachments provide equipment specifications, locations, and a visual proposed layout.

- During the 15 July 2024 Policy Work Session, Council asked about sensor activation of crosswalk signals as opposed to push button. Per the vendor, there are two systems: (1) Dual pole walkthrough sensors and

(2) Motion activated. However, the physical area and limited space will not support proper functioning of these sensors. Pole walkthrough sensors are designed for a greater standoff distance from approach to departure from the areas. Also, this option would increase the project cost by as much as $20K-$30K. Motion activated sensors on the poles are not recommended by the vendor as well. The area is too small and large groups would give off false signals. Also, any trees in the immediate area would have to be removed.

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

Financial Impact:

Total: $48,128.83 (Signs and Equipment, $37,703.97/Electrical work, $10,424.86)

Consistent with Comprehensive Plan?

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Increases Opportunities for Travel via Different Modes within and Outside the Community

Attachments

- Norcross Crossing Improvements Proposed Layout
- Norcross PD Desired Locations
- Signs and Equipment Quote
- Electrical Quote

Next Steps

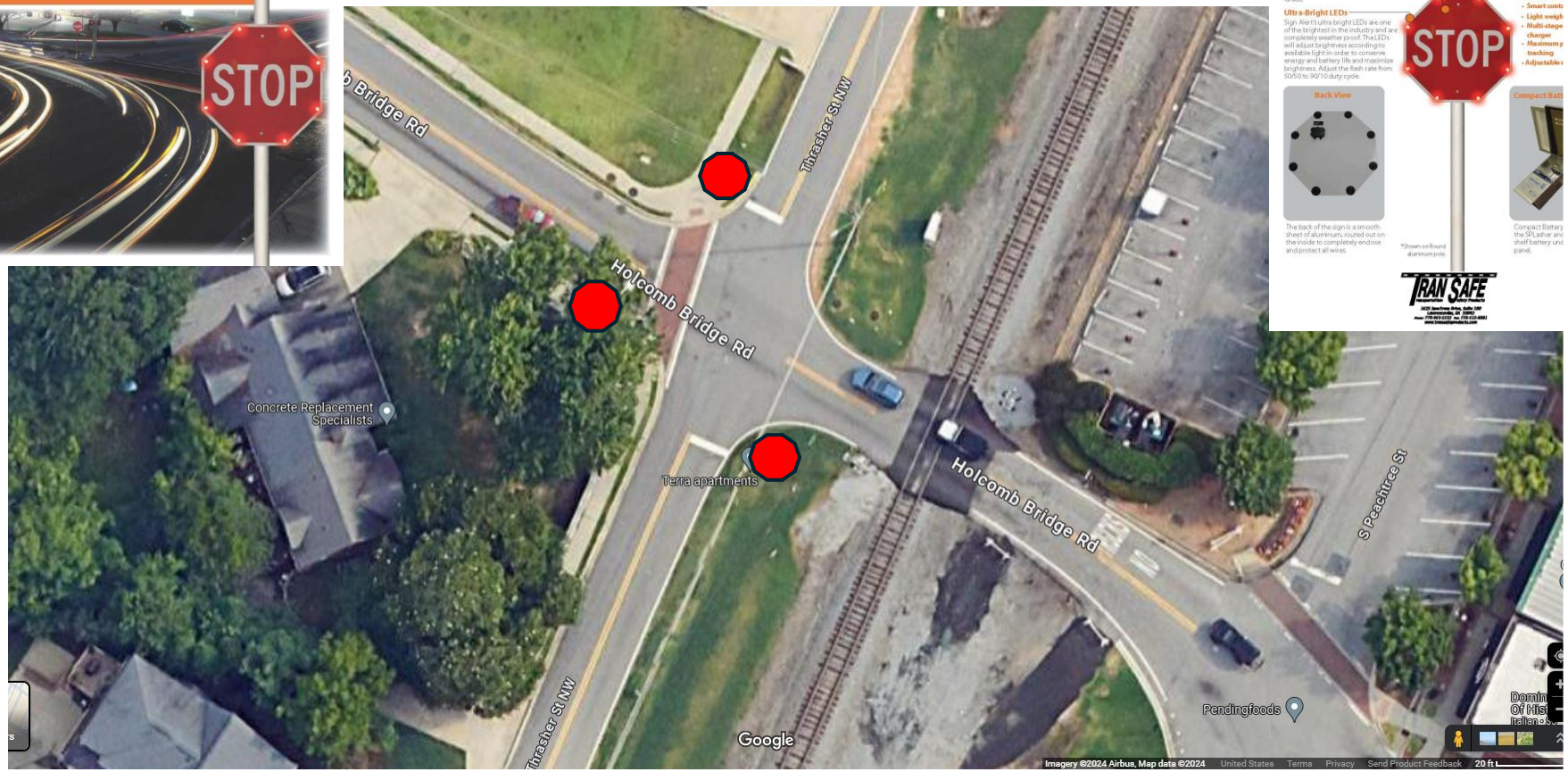
M&C Approve proposal, quotes, and funding.

Update

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

Holcomb Bridge Road and Thrasher

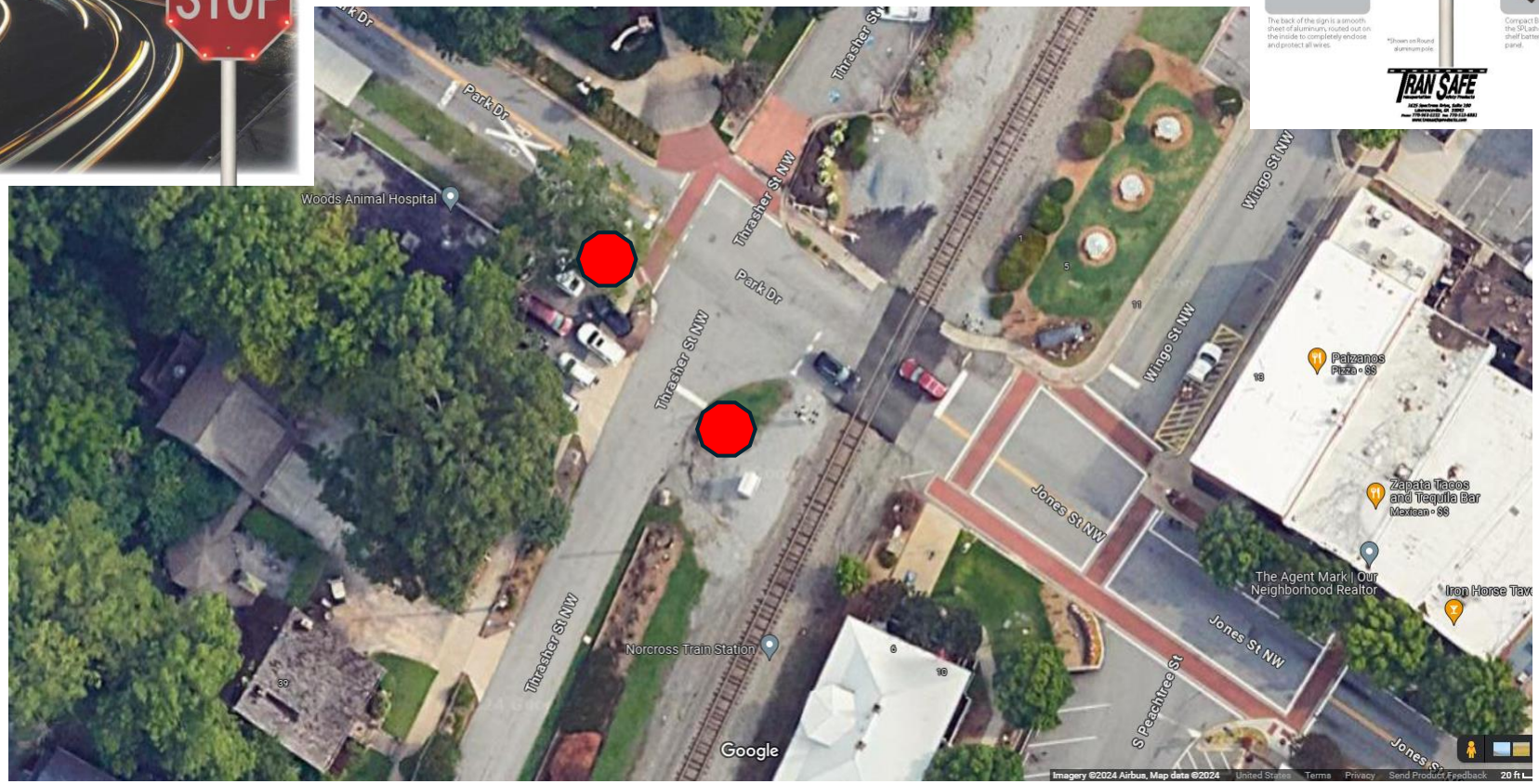
= 3 Each 30” High Intensity Stop Sign Solar



Attachment: Norcross Crossing Improvements Proposed Layout (24-7065 : Vehicular and

Park Dr. and Thrasher St NW

= 2 Each 30” High Intensity Stop Sign solar



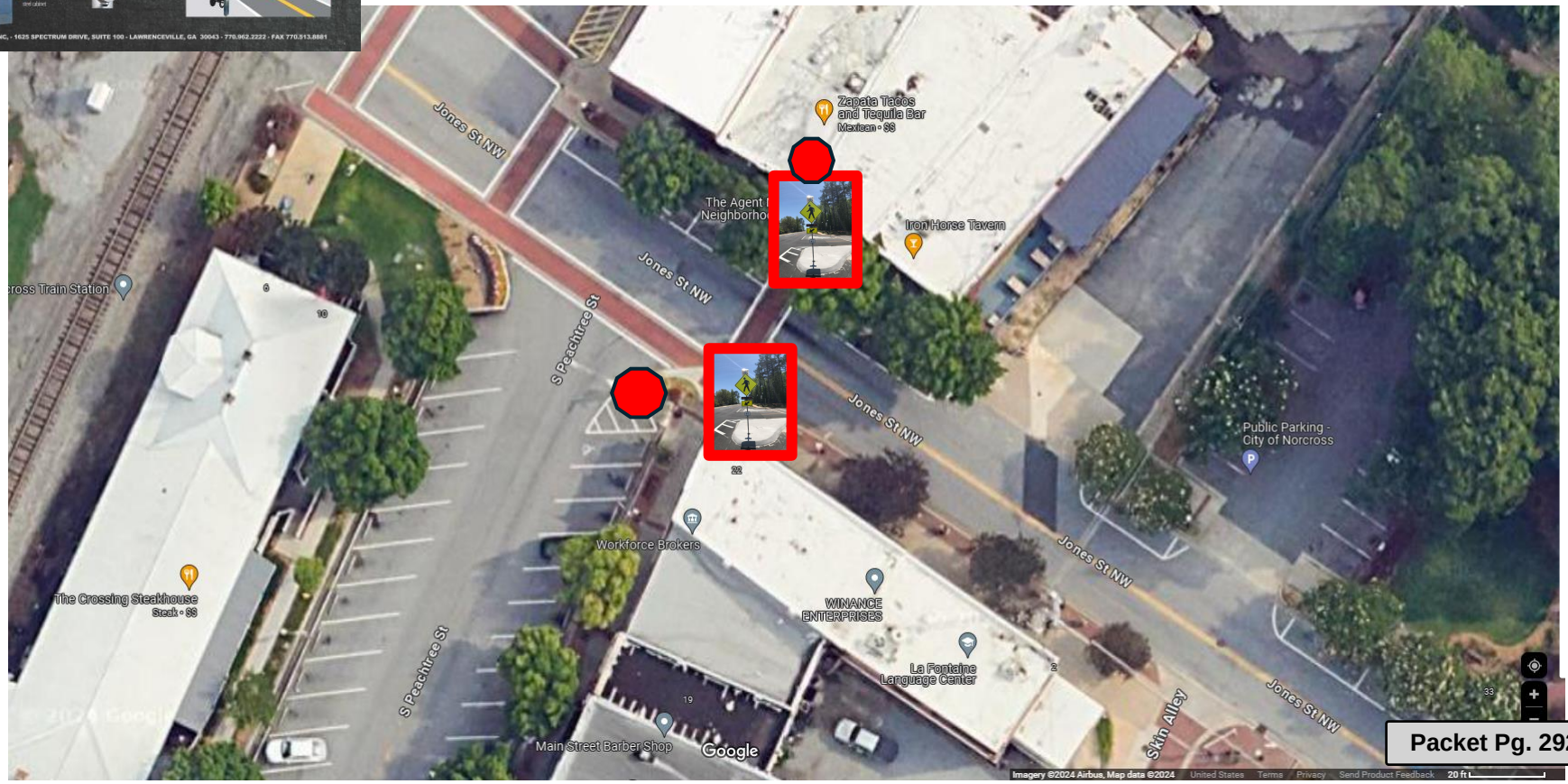
Attachment: Norcross Crossing Improvements Proposed Layout (24-7065 : Vehicular and

Jones and South Peachtree

1 Each Lighted Crosswalk with lighted Stop sign

1 each lighted Crosswalk

1 each lighted Stop sign

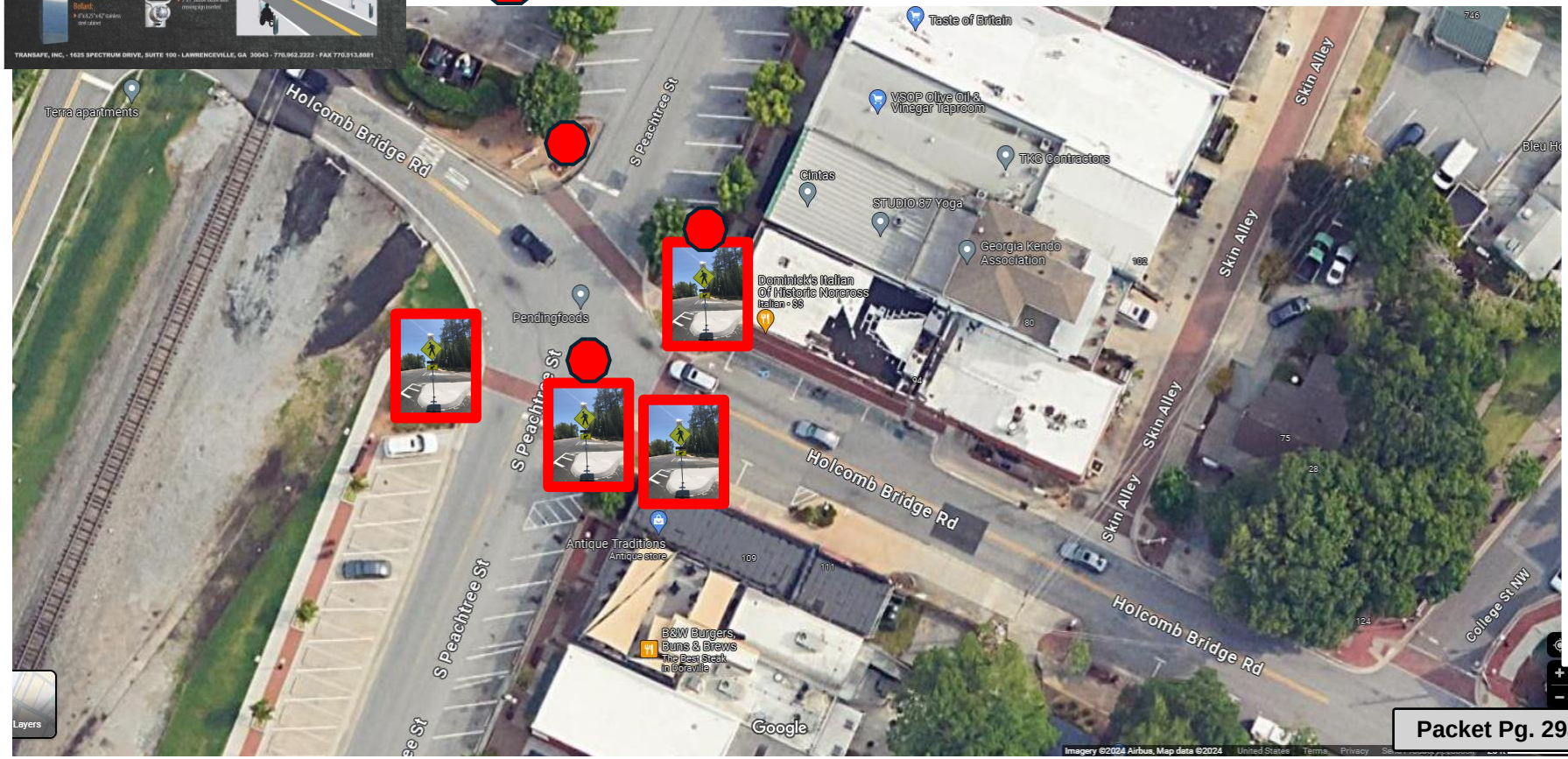


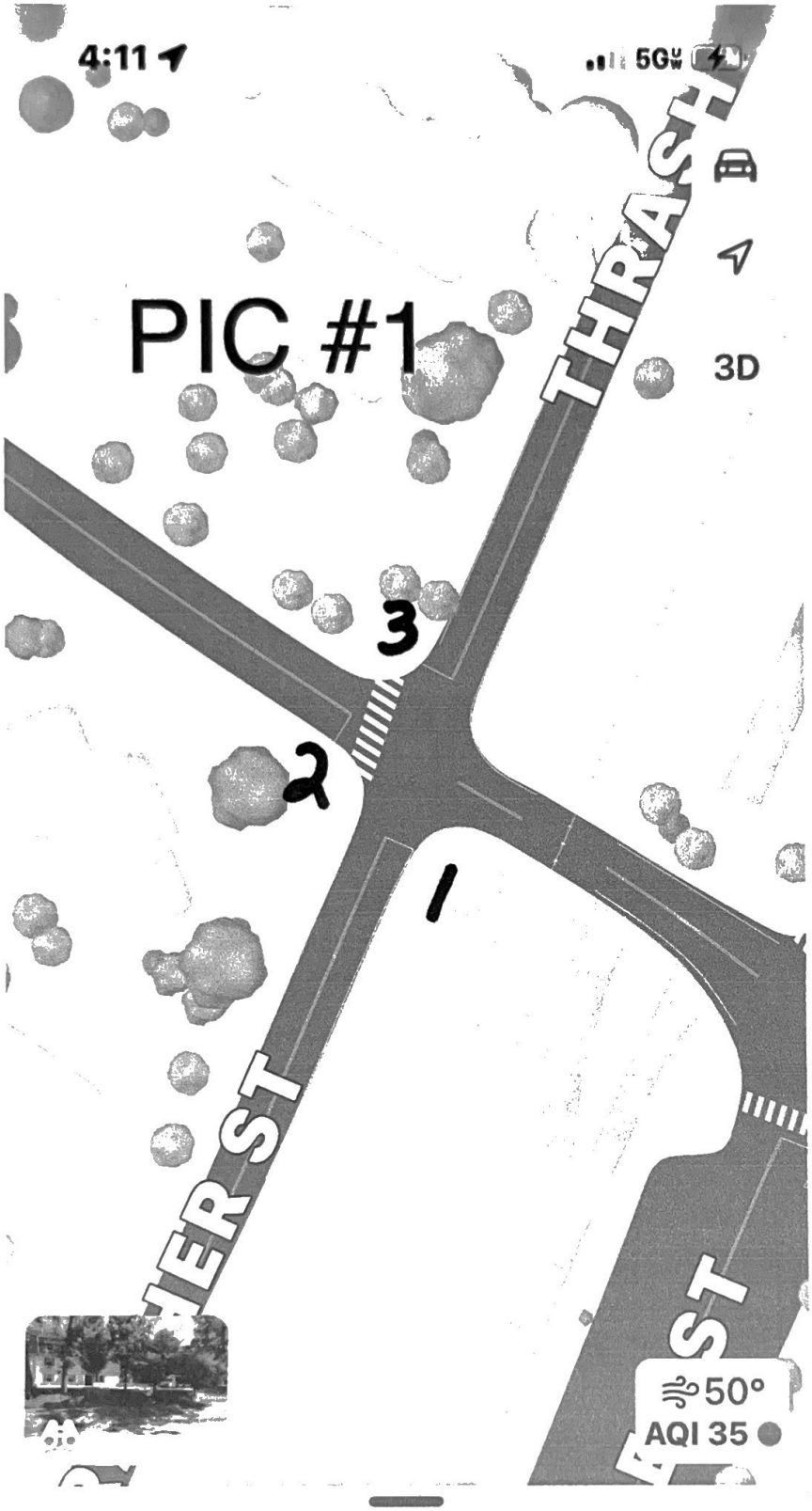
Holcomb Bridge and South Peachtree

2 each lighted Crosswalks with lighted Stop sign

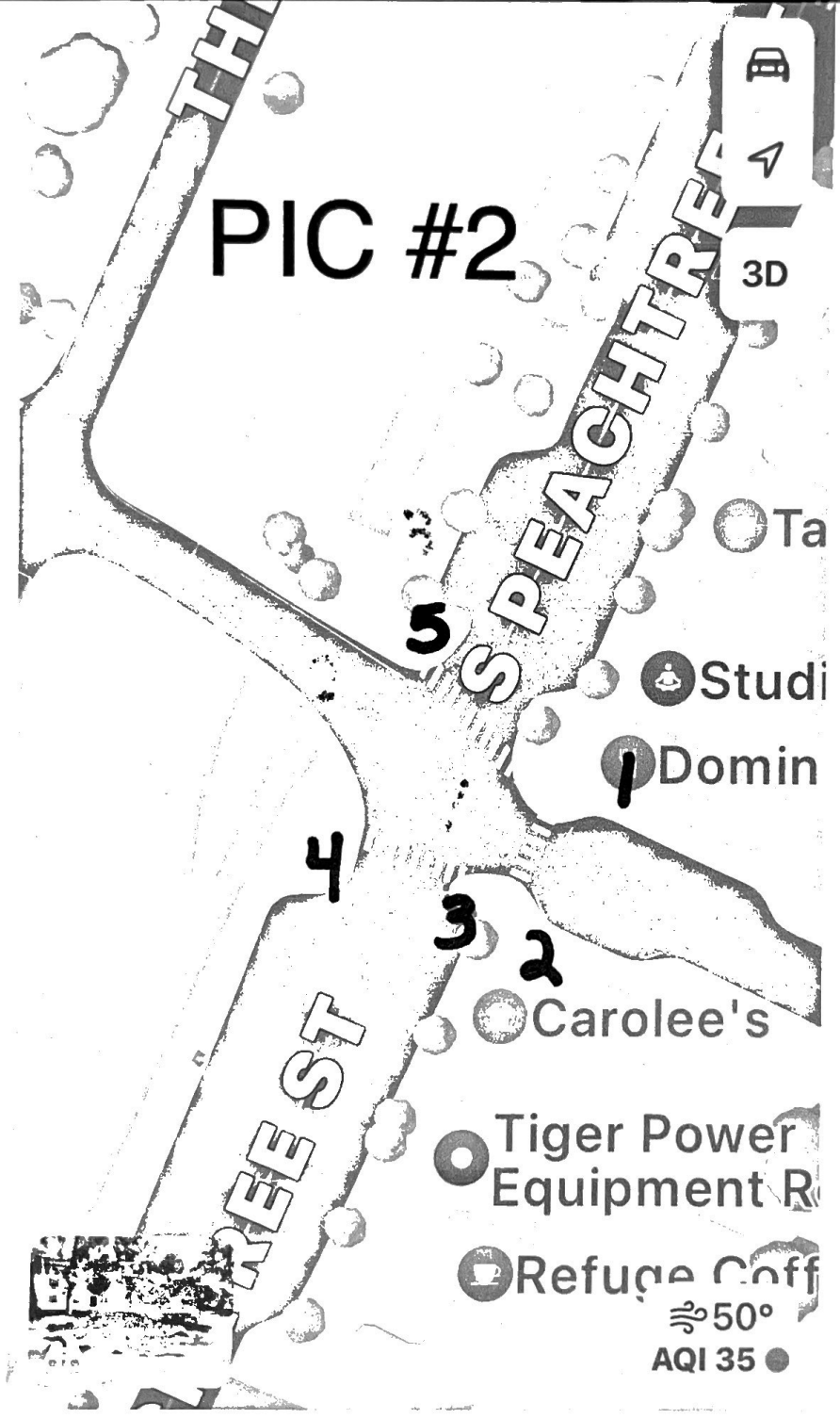
2 each lighted Crosswalks

1 each lighted Stop sign



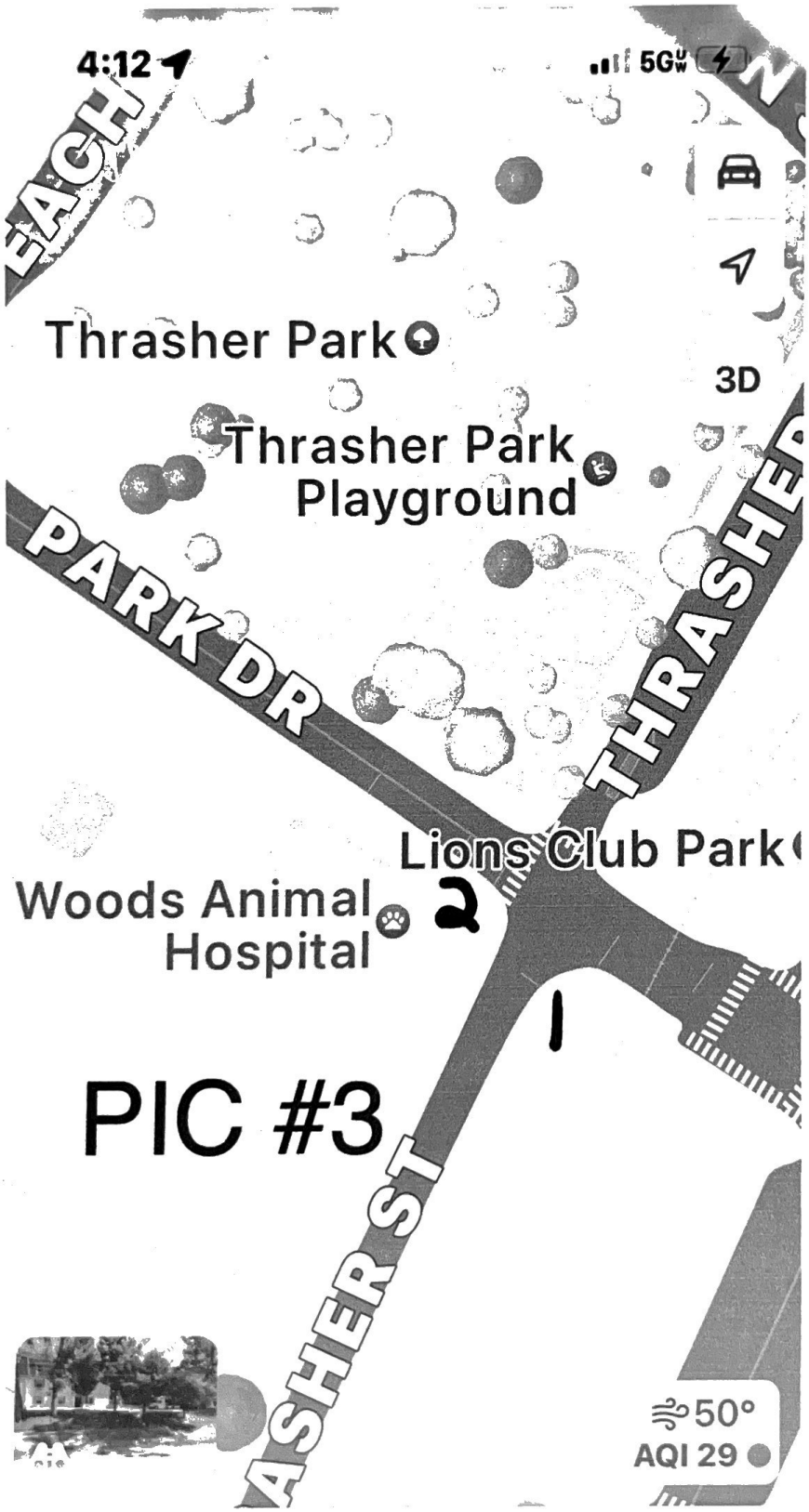


Holcomb Bridge Rd / Thrasher



Holcomb Bridge Rd

Attachment: Norcross PD Desired Locations (24-7065 : Vehicular and Pedestrian Crosswalk Improvements in the Downtown



Park

Thrasher

Attachment: Norcross PD Desired Locations (24-7065 : Vehicular and Pedestrian Crosswalk Improvements in

JONES

S. PEACHTRE

Attachment: Norcross PD Desired Locations (24-7065 : Vehicular and Pedestrian Crosswalk

Aramsco
A FAMILY OF COMPANIES

DBA

TRAN SAFE
transportation safety Products

Quote

Date	Quote #
1/29/2024	27905

Name / Address	Ship To
Norcross GA Police Department Chief Bill Grogan 65 Lawrenceville Street Norcross, GA 30071	Norcross GA Police Department Chief Bill Grogan 65 Lawrenceville Street Norcross, GA 30071

Customer Phone	Project/Job Reference	Customer Cell Phone	Customer E-mail
770-448-2111			bgrogan@norcrosspd.com

Terms	Quoted To	Quote valid thru	Rep	CSR	FOB
Net 30	Chief Grogan	7/31/2024	KM	KM	Origin

Item	Description	Qty	U/M	Unit Price	Total
	Holcomb Bridge Road and Thrasher				
25-60NI*	Stop Sign - 30", High Intensity, 8 LEDs, DC40 Solar pack with mounting bracket, SPLasher (controller) and 2 18a battery. Octagon shaped. Mounting kit (FAMUTCDKIT) included.With Double Battery Cabinet	3	ea	1,554.74	4,664.22
25-60NI*	Custom Paint Black All mounting hardware and cabinets (15 day lead time)	3	ea	156.25	468.75
	Park and Thrasher				
25-60NI*	Stop Sign - 30", High Intensity, 8 LEDs, DC40 Solar pack with mounting bracket, SPLasher (controller) and 2 18a battery. Octagon shaped. Mounting kit (FAMUTCDKIT) included.With Double Battery Cabinet	2	ea	1,554.74	3,109.48
25-60NI*	Custom Paint Black All mounting hardware and cabinets (15 day lead time)	2	ea	156.25	312.50
	Jones and S. Peachtree St				
	Location 1				
25-60NI*	R1-1-3030-HI-8-DC20, AC-OPT20, (2) RRFB, CrossTalk¬ CW-4 & AntennaKit-1, CMS-16134AC, CCTS-12-2, PB, SH2, WIRING & CPAINT	1	ea	4,454.83	4,454.83
	Location 2				

Total

TRANSAFE 1625 Spectrum Drive, Suite 100 - Lawrenceville, GA 30043 / PH: 770.962.2222 / FAX 770.513.8881

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DBA

TRAN SAFE
transportation safety Products

Quote

Date	Quote #
1/29/2024	27905

Name / Address	Ship To
Norcross GA Police Department Chief Bill Grogan 65 Lawrenceville Street Norcross, GA 30071	Norcross GA Police Department Chief Bill Grogan 65 Lawrenceville Street Norcross, GA 30071

Customer Phone	Project/Job Reference	Customer Cell Phone	Customer E-mail
770-448-2111			bgrogan@norcrosspd.com

Terms	Quoted To	Quote valid thru	Rep	CSR	FOB
Net 30	Chief Grogan	7/31/2024	KM	KM	Origin

Item	Description	Qty	U/M	Unit Price	Total
25-60NI*	ECO-RRFB, AC-OPT20, ADD-RRFB, SH2, CCTS-12-2 & CPAINT	1	ea	3,610.32	3,610.32
W11-2-TpXI-F...	W11-2 PEDESTRIAN ADVANCE (SYM) SIGN - FYG-DG(XI) 30" Back to Back	2	ea	86.55	173.10
	Location 3				
25-60NI*	R1-1-3030-HI-8-DC20, AC-OPT20, CPAINT, CMS┐16134A	1	ea	1,657.67	1,657.67
	Holcomb Bridge and S. Peachtree				
	Location 1				
25-60NI*	R1-1-3030-HI-8-DC20, AC Powered, (2) RRFB, CrossTalk-CW-4 with AntennaKit-1, CMS-16134AC. Separate Push button assembly; CCTS-12-2, (1) PB, (1) SH2, 50' WIRING, & CPAINT	1	ea	4,454.84	4,454.84
	Location 2				
25-60NI*	ECO-RRFB, AC-OPT20, ADD-RRFB, CCTS-12-2 & CPAINT	1	ea	3,170.87	3,170.87
W11-2-TpXI-F...	W11-2 PEDESTRIAN ADVANCE (SYM) SIGN - FYG-DG(XI) 30" Back to Back	2	ea	86.55	173.10
	Location 3				

Total

Attachment: Signs and Equipment Quote (24-7065 : Vehicular and Pedestrian Crosswalk Improvements in the Downtown District)

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TRAN SAFE
transportation safety Products

Quote

Date	Quote #
1/29/2024	27905

Name / Address	Ship To
Norcross GA Police Department Chief Bill Grogan 65 Lawrenceville Street Norcross, GA 30071	Norcross GA Police Department Chief Bill Grogan 65 Lawrenceville Street Norcross, GA 30071

Customer Phone	Project/Job Reference	Customer Cell Phone	Customer E-mail
770-448-2111			bgrogan@norcrosspd.com

Terms	Quoted To	Quote valid thru	Rep	CSR	FOB
Net 30	Chief Grogan	7/31/2024	KM	KM	Origin

Item	Description	Qty	U/M	Unit Price	Total
25-60NI*	R1-1-3030-HI-8-DC20, AC-OPT20, (2) RRFB, (2) CrossTalk-CW-4, (2) AntennaKit-1, CMS-16134AC, CCTS-12-2, (2) PB, (2) SH2, (2) WIRING & CPAINT	1	ea	5,890.67	5,890.67
	Location 4				
25-60NI*	ECO-RRFB, AC-OPT20, ADD-RRFB, CMS-16134AC, SH2, & CPAINT	1	ea	3,732.85	3,732.85
W11-2-TpXI-F...	W11-2 PEDESTRIAN ADVANCE (SYM) SIGN - FYG-DG(XI) 30" Back to Back	2	ea	86.55	173.10
	Location 5				
25-60NI*	R1-1-3030-HI-8-DC20, AC-OPT20, CPAINT, & CMS┐16134AC	1	ea	1,657.67	1,657.67

Total **$37,703.97**

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Firefly Lighting
325 South Atlanta St. Bldg. 3 Roswell, GA 30075 P: 404-275-4368

Electrical Proposal for the Norcross Stop Signs:

- Install 120-volt power in a in-grade junction box on both sides of the crosswalk across Jones Street in front of Iron Horse Tavern.
- Install 120-volt power in an in-grade junction box on both sides of the crosswalk that crosses Holcomb Bridge. Power will be installed next to the stop sign by Dominick's and in the raised bed by Antique Traditions.
- Install 120-volt power in an in-grade junction box on both sides of the crosswalk that crosses South Peachtree at Holcomb Bridge. Power will be installed next to the stop sign in front of Antique Traditions and across the street.

Cost: $10424.86

Price Includes labor needed. All materials will be purchased at CED on the Norcross Power account.

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

City of Norcross

Legislation Details (With Details)

File #:	24-6975	**Version:**	
Type #:	Agenda Item	**Status:**	
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Compliance with Agenda Publications		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Compliance with Agenda Publications
2. Ordinance ___-2024 2-36 Amendments

Title
Compliance with Agenda Publications

Drafter
Mayor Pro Tem Bruce Gaynor

Motion
A motion to Approve/Deny an amendment to Chapter 2, Article II, Section 2-36 of the City Code of Ordinances for the City of Norcross, with the following enacting clause:

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

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

Agenda Report

To: Mayor and Council

From: Mayor Pro Tem Bruce Gaynor

Meeting Date: October 7, 2024 – Mayor and Council

Item No.: 24-6975

Title: Compliance with Agenda Publications

CC: Eric Johnson, City Manager

Recommendation

Approve revisions to code sections 2-36 of the Rules of Procedure to incorporate changes in the agenda submission and publication process.

Background

Prior to October 2012, agenda items were to be submitted no later than noon on Wednesday, 12 days after the Regular Council meeting, and published to the website by 5:00 p.m. on the Friday before the Policy Work Session.

In 2012, the city updated its *Rules of Procedure* code section to comply with the state's revision of the Open Meetings/Open Records Act, which stated that agenda items would be submitted no later than noon on Thursday, 12 days after the Regular Council meeting, and published to the website by 5:00 pm on the Monday before the Policy Work Session.

In 2014, and as it stands today, the code aimed to relieve staff of the time constraints associated with publishing the agenda one week before a scheduled meeting by permitting staff to publish the agenda on the website by 5:00 p.m. on the Wednesday prior. Despite this amendment, staff regularly encounter delays in publishing the agenda on time for assorted reasons.

Several Gwinnett cities were queried about their agenda publication timeline and whether it was addressed in their code. The cities that responded (seven) have varied agenda submittal deadlines, ranging from two weeks to a few days prior to their scheduled meetings. Two cities reference the agenda publication deadline in their code.

City	Municode Reference	Publication Deadline
Buford	No	One business day prior to scheduled meeting
Duluth	No	Two business days prior to scheduled meeting
Lilburn	No	Two weeks prior to scheduled meeting
Peachtree Corners	No	One business day prior to scheduled meeting
Snellville	Yes	One business day prior to scheduled meeting
Sugar Hill	Yes	One business day prior to scheduled meeting
Suwanee	No	One business day prior to scheduled meeting

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

Financial Impact
None

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

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

Attachments
Ordinance ___-2024 2-36 Amendments

Update
Since June of this year, staff have successfully tested a newly developed item submittal and publication process. Staff recommends proceeding with the approval and implementation of this process, which will be facilitated by drafting an ordinance. This implementation aims to enhance efficiency and transparency in submitting and publishing agenda items. The ordinance outlines specific guidelines and protocols to ensure that operations run seamlessly and adhere to regulatory compliance standards across all departments.

Next Step

Attachment: Agenda Report - Compliance with Agenda Publications (24-6975 : Compliance with Agenda Publications)

ORDINANCE _____-2024

AN AMENDMENT TO THE CITY CODE OF ORDINANCES CHAPTER 2, ARTICLE II, SECTION 2-36 TO AMEND SUBSECTION (b) OF THE SAME BY AMENDING AND OTHERWISE MODIFYING THE CITY'S POLICY FOR THE SUBMISSION OF AGENDA ITEMS, EXTENSIONS OF THE SAME, PUBLICATION AND DISTRIBUTIONS POLICIES OF AGENDAS, THE PROCESS FOR PROVIDING FOR THE EMERGENCY ADDITION OF ITEMS, AND PRESERVING THE MAYOR AND CITY COUNCIL'S AUTHORITY OVER THE AGENDA

ENACTING CLAUSE. The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances 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 Code of the City of Norcross, and the Sections in the Code in the Ordinance be enumerated to accomplish that intention.

I. AMENDMENT.

Chapter 2, Article II, Section 2-36 of the City Code of Ordinances for the City of Norcross shall be amended by striking only Subsection (b) and all subdivisions of the same and by inserting the following provisions to replace the struck Subsection:

(b) *Schedule of meetings.* When a regularly scheduled meeting falls on a national holiday or on a day that City Hall is scheduled to be closed for a holiday, the meeting will be moved to the Tuesday immediately following the Monday of the originally scheduled date.

(1) *Policy work session.* The policy work session meeting is the beginning of the agenda cycle. The meeting is held the third Monday of each month at 6:30 p.m. in the second floor conference room of City Hall, unless otherwise noticed. Items on the agenda are discussed by members of the governing authority, the City Manager, and, as requested by Council or the City Manager, other city staff members having information or experience regarding the agenda item. The Mayor may, as items are considered by Council, recognize members of the public who desire to make comments on agenda items. It is determined at this meeting what items will be put on the regular monthly Council meeting for further action.

a. **Submittal of new agenda items by Department Heads.** Department heads may suggest potential agenda items at the biweekly staff meeting held by the City Manager for inclusion at the policy work session. If an agenda item is proposed for submission to the Council, the responsible Department head must submit an agenda report and any backup material or information to the City Clerk by 4:00 PM on the Monday immediately preceding the policy work session (i.e., seven (7) days prior to the policy work session).

Attachment: Ordinance ___-2024 2-36 Amendments (24-6975 : Compliance with Agenda Publications)

b. **Submittal of new agenda items by Councilmembers.** Councilmembers sponsoring an agenda item must have agenda requests submitted to the Mayor or City Manager (with a copy to the City Clerk) no later than by 4:00 PM on the Monday immediately preceding the policy work session (i.e., seven (7) days prior to the policy work session). If the Mayor does not approve an item proposed by a Councilmember to be placed on the agenda, the Mayor must notify the sponsoring Councilmember of such decision by 5:00 PM on the same Monday. Any two Councilmembers may overrule the Mayor's decision not to approve an item by providing written notice with the Councilmembers' signatures to the City Clerk before noon on the Wednesday immediately preceding the policy work session. If backup materials for any Councilmember sponsored item are not provided until meeting night, ample copies for all elected officials, City Manager, and City Clerk are to be provided by the sponsoring Councilmember.

c. **Extension of Deadline for new agenda items.** Deadlines for the consideration of new agenda items may be extended in the Mayor's discretion provided, however, that no new agenda item may be submitted for the following policy work session after noon on the Wednesday immediately preceding the meeting.

d. **Publication and Distribution of City Agenda.** A summary agenda shall be distributed by the City Clerk to the Mayor, City Council, and Department Heads on or before 5:00 PM on Wednesday immediately preceding the policy work session. Revisions to set agenda items may be submitted to the City Clerk at any time prior to noon on the Thursday immediately preceding the meeting, provided, however, that revisions may not materially alter the subject matter of the original agenda item.

e. **Distributions of Final Agenda Packet.** The City Clerk shall publish the final agenda packet for each policy work session on or before noon on the Friday immediately preceding the policy work session.

f. **Emergency Addition of Items to Regular Meeting Agenda.** In extraordinary circumstances (as determined by the Mayor), an item may be added to the regular meeting agenda for a vote without having first been discussed on a policy work session agenda, provided that such addition is compliant with O.C.G.A. §§ 50-14-1(d) & (e)(1).

g. **Mayor and City Council's Authority Over the Agenda.** The submission of a proposed agenda item does not guarantee that an item will be on the agenda and discussed at the policy work session. This provision shall not abridge, modify, or amend any authority by the City Manager, City Council, and/or Mayor to add, remove, discuss, and/or modify in any manner the policy work session agenda made pursuant to lawful and proper procedure.

[Intentionally Blank; Continued on Following Page]

For illustrative and demonstrative purposes only, the applicable deadlines detailed herein shall comply with the following time-table:

Action	***Deadline***	***Submission to/Subject to***
Department head submission of New Agenda Item to Policy Work Session w/ backup materials and agenda report	4:00 PM Monday of the week prior to the policy work session	Submission to City Clerk.
Councilmember submission to Policy Work Session	4:00 PM Monday of the week prior to the policy work session	Submission to Mayor and City Manager with a copy to City Clerk.
Extension of Deadline to submit New Agenda Item to Policy Work Session	12:00 PM Wednesday of the week prior to the policy work session	Submission to and subject to approval by the Mayor.
Distribution and Publication of Summary Agenda	5:00 PM Wednesday of the week prior to the policy work session	Published by City Clerk
Revisions to set Agenda Items	12:00 PM Thursday of the week prior to the policy work session	Submissions for revisions are sent to the City Clerk.
Publication of Final Agenda Packet	12:00 PM Friday of the week prior to the policy work session	Published by City Clerk

II. REPEALER.

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed. For the avoidance of doubt, this amendment shall not amend, modify, strike or abridge other subsections of Section 2-36.

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.

Attachment: Ordinance ___-2024 2-36 Amendments (24-6975 : Compliance with Agenda Publications)

[Signatures on Following Page]

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

_____
Craig Newton, Mayor

ATTEST:

_____
Monique Philip, City Clerk

Attachment: Ordinance ___-2024 2-36 Amendments (24-6975 : Compliance with Agenda Publications)

Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
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City of Norcross

Legislation Details (With Details)

File #:	24-7120	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Rebate to Norcross Power Residential Customers		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report Template - Norcross Power residential customers rebate

Title
Rebate to Norcross Power Residential Customers

Drafter
Mayor Pro Tem Bruce Gaynor

Motion
A motion to Approve/Deny the issuance of a 1% rebate of the annual electric bill to all current residential customers who have been customers for the last 12 months.

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

Agenda Report

To: Mayor and Council

From: Mayor Pro Tem Bruce Gaynor

Meeting Date: October 7, 2024 – Mayor and Council

Item No.: 24-7120

Title: Rebate to Norcross Power Residential Customers

CC: Eric Johnson, City Manager

Recommendation

Authorize Norcross Power to issue a rebate of 1% of annual bill to all current residential customers who have been customers for at least the last 12 months.

Background

The recently completed audit of city finances indicates that Norcross Power made a profit of $1.1 Million in fiscal 2024. This proposal suggests that we distribute this money partially back to residential rate payers with the balance going to the city's general fund, effectively giving the taxpayers the benefit of the profit as well.

Financial Impact:

It is estimated that there are about 4000 customers that would qualify for the proposed rebate and the total cost would be around $150,000 out of the $1.1 million. The balance for the profit would be added to the General Fund with the use of the money to be determined by Council with recommendations from the City Manager.

Norcross Power currently has reserves, in various funds, of approximately $15 million which is more than a satisfactory reserve level.

Consistent with Comprehensive Plan?

(Select the appropriate goal(s). Please make sure the goal(s) match the corresponding goal number.)

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

Attachment: Agenda Report Template - Norcross Power residential customers rebate (24-7120 : Rebate to Norcross Power Residential

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Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Attachments

Next Steps

Update

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

City of Norcross

Legislation Details (With Details)

File #:	24-6977	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Elected Official Compensation		
Sponsors:			
Code Sections:			
Attachments:			

1. Agenda Report - Elected Official Compensation

Title
Elected Official Compensation

Drafter
Eric Johnson

Motion
A motion to Approve/Deny directing staff to amend Section 2.13 of the Charter to increase the annual compensation for elected officials, effective January 1, 2026, based on the FY 24 and FY 25 employee merit increases, consistent with agenda item 23-6727, to prevent elected official compensation from failing to keep pace with salaries.

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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: October 7, 2024 – Policy Work Session

Item No.: 24-6977

Title: Elected Official Compensation

Recommendation Direct staff to bring an ordinance revision increasing annual compensation for elected officials, effective January 1, 2026, based on the FY 24 and FY 25 employee merit increases, consistent with agenda item 23-6727, to prevent elected official compensation from failing to keep pace with salaries. The ordinance revision would be brought after adoption of the FY 25 budget.

Background The Council increased elected official compensation effective January 1, 2024, after not making changes since 2014. To prevent elected official compensation from again falling behind, staff were directed on May 1, 2023, to bring back this issue in April 2024. State law does not allow the increase to take effect until after the next elections when newly elected officials take office, which would make the earliest effective date January 1, 2026.

In FY 24, there have been two merit increases for employees: 6% at the beginning of the fiscal year and an additional 2% at midyear. While no merit increase has been set for the beginning of fiscal year FY 25, by waiting until the FY 25 budget is adopted, the ordinance revision can address two annual changes on a two-year cycle reflected in elections.

Financial Impact The annual cost, with benefits, is less than $1,000 per 1% of merit increase.

Consistent with Comprehensive Plan? Goal 6 - Furthers the City's Tradition of Strong Leadership and High Level of Quality Services.

Next Steps An ordinance revision will be brought forward after the FY 25 budget is adopted.

Attachments None.

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

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

City of Norcross

Legislation Details (With Details)

File #:	24-7124	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	FY 25 Budget Amendment to Establish a Capital Project for Acquisition and Associated Costs for 65 North Peachtree Street		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report Budget Amendment to Approve Funding of A Property Acquisition

Title
FY 25 Budget Amendment to Establish a Capital Project for Acquisition and Associated Costs for 65 North Peachtree Street

Drafter
Eric Johnson

Motion
A motion to Approve/Deny the authorization of a FY 25 budget amendment appropriating $600,000 in General Fund revenue from the sale of 1.73 acres of City property on West Peachtree and transferring an equal amount to the Capital Project Fund to set up a capital project for the costs of acquiring the property located at 65 North Peachtree Street and establishing initial funding towards subsequent restoration.

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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: October 7, 2024 – Mayor and Council

Item No.: 24- 7124

Title: FY 25 Budget Amendment to Establish a Capital Project for Acquisition and Associated Costs for 65 North Peachtree Street

CC: Toni Jo Howard, Director of Finance

Recommendation Authorize a FY 25 budget amendment appropriating $600,000 in General Fund revenue from the sale of 1.73 acres of City property on West Peachtree and transferring an equal amount to the Capital Project Fund to set up a capital project for the costs of acquiring the property located at 65 North Peachtree Street and establishing initial funding towards subsequent restoration.

Background Sale of the West Peachtree property was authorized at the September 2nd Council meeting. The City is in the process of acquiring the North Peachtree property and it will require funding for restoration.

Financial Impact $600,000 from the sale of the West Peachtree property will provide funding for the North Peachtree project.

Consistent with Comprehensive Plan? Goal 6 - Furthers the City's Tradition of Strong Leadership and High Level of Quality Services.

Next Steps

Attachments None.

Attachment: Agenda Report Budget Amendment to Approve Funding of A Property Acquisition (24-7124 : FY 25 Budget Amendment to

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

City of Norcross

Legislation Details (With Details)

File #:	24-7110	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	10/7/2024 6:30 PM	**In Control:**	Mayor and Council
Title:	Resolution to Authorize the Use of Eminent Domain Powers Concerning 65 North Peachtree, Norcross Georgia		

Sponsors:

Code Sections:

Attachments:

1. Resolution - Authorizing Eminent Domain

Title
Resolution to Authorize the Use of Eminent Domain Powers Concerning 65 North Peachtree, Norcross Georgia

Drafter
Pat O'Brien

Resolution No. 2024-_____

RESOLUTION TO AUTHORIZE THE EXERCISE OF EMINENT DOMAIN TO ACQUIRE REAL ESTATE COMMONLY KNOWN AS 65 NORTH PEACHTREE STREET, NORCROSS, GEORGIA (PIN: R6254 1511) FOR A PUBLIC PURPOSE AND PUBLIC USE

WHEREAS, the City of Norcross, Georgia (the "City") is a municipal corporation chartered by the State of Georgia and is authorized by Article 9, Section 2, Paragraph 5 of the Georgia Constitution to acquire private property in fee simple or in any lesser interest by eminent domain for public purposes upon payment of just compensation to the owner of said private property; and

WHEREAS, O.C.G.A. § 22-1-1 *et seq*. authorizes the City to file a condemnation proceeding to acquire private property interests for public purposes upon payment of just and adequate compensation therefore to the person or persons entitled to such payment upon the Mayor and City Council's finding that the circumstances are appropriate and necessary for the use of said method; and

WHEREAS, the Mayor and City Council of the City of Norcross, Georgia have determined that it is in the public interest and benefit to acquire certain real property, specifically the property located at 65 North Peachtree Street, Norcross, Georgia 30071, assigned tax parcel ID No. 6-254-15 (the "Property"), for public use; and

WHEREAS, the Property has strategic and historical importance to the City and its acquisition is necessary for the expansion of public facilities, including the construction of improvements designated for holding meetings and events for the benefit and use of the public at large; and

WHEREAS, it will be necessary to institute condemnation proceedings in Gwinnett County Superior Court to acquire the Property as the owners are unwilling to sell such property rights through negotiation at the appraised value; and

WHEREAS, the Property to be acquired is owned by Georgia Trust for Historic Preservation, Inc.; however, there may be other parties, known or unknown, who have an interest in the Property; and

WHEREAS, an appraiser familiar with real estate values in Gwinnett County, Georgia, was employed to appraise the parcel at issue and has made a sworn statement attached hereto as Exhibit "B" and incorporated herein by reference, that the estimated just and adequate compensation for said parcel and for any consequential damages or benefits considered, is Four Hundred and Eighty Thousand Dollars ($480,000.00); and

WHEREAS, the owners of the parcel referenced herein have been given written notice of the City's offer of payment and the City's intention to consider this Resolution as reflected in the correspondence attached hereto as Exhibit "C" and incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Norcross, Georgia as follows:

1. that the public necessity for immediately acquiring all of the property described in Exhibit "A" for the above-stated purposes is hereby declared; and further, a finding is hereby made that the circumstances are such that it is necessary to proceed with condemnation proceedings, as authorized by O.C.G.A. §§ 22-1-1 *et seq.*, the use of which is hereby authorized for the acquisition of property described in Exhibit "A";
2. that the City Attorney is authorized and directed by this Resolution to institute condemnation proceedings in the name of the City of Norcross, Georgia for the quick and effective condemnation of the property described in Exhibit "A" and of every interest therein, for the public uses above set forth, as provided by the Constitution of Georgia, and to use the methods of condemnation as provided in O.C.G.A. §§ 22-1-1 *et seq.*; and
3. that the City Manager is hereby authorized and directed to expend all necessary and proper payments for the expenses incurred in carrying out the acquisition and condemnation of this property upon receipt of a requisition therefor from the City Attorney and to make all necessary and proper payments in connection with such acquisition, including but not limited to, title searches, appraisals, surveys,

specialty reports, expert fees, closings and/or any other costs associated with any condemnation actions authorized by this Resolution.

ADOPTED by the Mayor and Council of the City of Norcross, Georgia, this ____ day of _____, 2024.

_____
CRAIG NEWTON, Mayor
The City of Norcross, Georgia

_____
MONIQUE PHILIP, City Clerk
The City of Norcross, Georgia

_____
J. PATRICK O'BRIEN, City Attorney
The City of Norcross, Georgia