

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Tuesday, January 19, 2016

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Bucky Johnson

Mayor Pro Tem Craig Newton

Council Member David McLeroy

Council Member Andrew Hixson

Council Member Josh Bare

Council Member Pierre Levy

ROLL CALL**Citizen Input****Boards/Commissions Updates**

**Norcross Sustainable Commission - M. Middleton*

General Updates

**Norcross High School - M. Murphy*

Council - General Discussion**Board Appointments**

1. [16-4278](#) **Results of Bid Opening for Buford Highway Median Project, and Contract for approval.**
Attachments: [m&cc MEMO 16-01-12](#)

On October 6, 2015, the bid opening occurred. ER Snell was the apparent lowest qualified bidder at \$2,717,531.15. Staff recommends authorizing the mayor to approve the contract with the apparent low bidder, ER Snell Contractors, Inc.

2. [16-4286](#) **Maintenance Plan for the American Elm at Betty Mauldin Park**
Attachments: [Memo - American Elm](#)
[Arborist Report](#)

Public Works, Utilities & Parks is seeking approval for proposals submitted for the care and maintenance of the American elm at Betty Mauldin Park.

3. [16-4279](#) **Independence Day Celebration 2016**
Attachments: [Memo - Independence Day Celebration](#)

Public Works, Utilities & Parks is seeking guidance from Mayor and Council regarding the annual Independence Day celebration. July 3 is on Sunday this year. Does Mayor & Council want the celebration on Saturday or Sunday, 2016?

4. [16-4280](#) **Proposed Changes to Fee Schedule for Parks and Facilities**
Attachments: [Memo - Proposed Rental Rates](#)

The Parks Division of Public Works, Utilities & Parks is seeking approval to raise the fees for pavilion/gazebo rentals at Thrasher Park, Rossie Brundage Park, and Lillian Webb Park.

5. [16-4285](#) **Request to Surplus Office Equipment and Vehicles from the IT and Public Works Department**

Attachments: [Memo - Request Surplus Vehicles](#)
[Inventory List](#)

The IT and of Public Works, Utilities & Parks Departments seek approval to move forward with the surplus of office equipment and vehicles

6. [16-4289](#) **Amend IGA with DDA to include Britt and Carter Properties and Air Rights above the Parking Deck**

Amending our IGA with the DDA to include the Britt and Carter properties as well as the air rights above the parking deck adjacent to the proposed new Gwinnett County Library - The DDA has asked to be able to include these properties in their negotiations with developers as they seek to build out the City owned properties around Lillian Webb Park. Since this DDA is renewing the RFP this is a good time to consider this request.

7. [16-4288](#) **Discuss Public Plaza between Buford Highway and Lillian Webb Park**

Attachments: [LCI pages](#)

In the initial drawings from Gwinnett for the new library there is a plaza shown adjacent to it that would connect Buford Highway to Lillian Webb Park. This was discussed in the 2011 LCI study but I would like for us to have some discussion as to the best place for this plaza and what the council's direction is on including it.

8. [16-4287](#) **Rescind the IGA with the DDA for Lillian Webb Park pad #2**

Attachments: [LCI pages](#)

The 2011 LCI Study in addition to calling for a plaza between LWP and Buford Highway also specifically called for the northwest pad/pad #2 to be "used for "market" space with temporary shelters for events such as the farmers market or artist market. This northwest corner should remain undeveloped with no new structures to maintain the connectivity from Skin Alley to Lillian Webb Park via a new linkage in the proposed plaza between Skin Alley and College Street."

Pad #2 is 0.4 acres and Britt and Carter properties according to the Gwinnett GIS are about 1 acre together and the air rights over the parking deck are a little more than an acre. These properties are going to have a lot better access to parking than Pad #2. According to the Gwinnett GIS the City paid \$525,000 for the Britt and Carter properties in late 2013.

Adjourn to Executive Session for Personnel, Real Estate or Legal

Signed by: _____ **Mayor Bucky Johnson**

Attest: _____ **Monique Lang, City Clerk**



Legislation Details (With Text)

File #: 16-4278 **Version:** 1

Type: Agenda Item **Status:** Agenda Ready

File created: 1/4/2016 **In control:** Policy Work Session

On agenda: 1/19/2016 **Final action:**

Title: Results of Bid Opening for Buford Highway Median Project, and Contract for approval.

Sponsors:

Indexes:

Code sections:

Attachments: 1. [m&cc MEMO 16-01-12](#)

Date	Ver.	Action By	Action	Result
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Title

Results of Bid Opening for Buford Highway Median Project, and Contract for approval.

Drafter

Jeff Mueller



CITY OF NORCROSS

Community Development Department

TO: Mayor and City Council

FM: Jeff Mueller, City Engineer

DATE: January 4, 2016

RE: Agenda Item ~ Results of Bid Opening for Buford Highway Median Project, and Contract for approval.

Mayor and City Council,

On October 6, 2015, the bid opening occurred for the above mentioned project. The construction phase of this project is funded with \$1,403,525 from the federal government with a concomitant local funding level of at least \$350,844. In addition, the Georgia Department of Transportation (GDOT) reached an agreement to add \$250,000 to the project from their maintenance fund to include scheduled milling activities planned for Buford Highway to this project. This will allow both the maintenance effort of milling and resurfacing and the construction of the medians to be performed simultaneously. The construction plans were adjusted accordingly before they were released for bidding. With these three committed funding level and sources, the project budget is \$2,004,409.

The city received four bids:

ER Snell Contractor	\$2,717,531.15
Precision 2000, Inc.	\$3,935,167.20
CMES, Inc.	\$2,842,012.00
Ohmshiv Construction, Inc.	\$2,985,845.25

ER Snell being the apparent lowest qualified bidder at \$2,717,531.15. This would require a local (city) supplement of \$713,122 to move forward with the project.

Evaluation was performed and discussions held with GDOT staff about allowable steps forward. City staff met with GDOT's chief engineer and the state program delivery engineer and were informed that pursuing a reduction in the bid in an attempt to match the existing funding levels by crediting out various expensive components of the project with less costly components, or reducing the scope of the

project by shortening project termini would not be allowed because federal procurement policy would be violated. In order to pursue these options, the project would have to be re-bid.

However, at the meeting, GDOT did commit to add funding from their maintenance sourced funds in the amount of \$400,000 for asphalt surfacing and \$160,000 for traffic control if the city did attempt to move forward with the present bid.

With this commitment from GDOT, the city would need to come up with an additional \$153,122 to move forward with the present bid.

Staff recommends authorizing the mayor to approve the contract with the apparent low bidder, ER Snell Contractors, Inc. Pending approval of a contract between the city of Norcross as the local sponsor and the contractor, the Georgia Department of Transportation will then proceed with providing a contract between themselves and the city, allowing for their funding commitments to be implemented.

Please do not hesitate to let me know if you have any questions.

A handwritten signature in black ink, appearing to be "JNR", with a long horizontal stroke extending to the right.

CITY OF NORCROSS

SECTION THREE

CONTRACT DOCUMENTS

SR 13 FROM SR 140 TO SR 378 - LCI

STP-0010-00(330)

P.I. # 0010330

SECTION THREE

CONTRACT NAME: SR 13 FROM SR 140 TO SR 378 - LCI
STP-0010-00(330)
P.I. # 0010330

SAMPLE CONTRACT, Page 1 of 4

This contract entered into on this the _____, 201_, by and between the CITY OF NORCROSS, a municipal corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as "OWNER" AND E.P. Snell Contractors a Georgia company, hereinafter referred to as "CONTRACTOR".

WITNESSETH, that for good and valuable consideration, as more specifically hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by both parties, it is hereby agreed as follows:

-1-

PURPOSE AND SCOPE OF CONTRACT. The purpose of this contract is for the construction of the SR 13 from SR 140 to SR 378 - LCI Project, hereinafter referred to as the "PROJECT", including but not limited to, erosion control, maintenance of traffic, grading, excavation, subgrade preparation, concrete surface course, sidewalks, signs, pavement marking, lighting, landscaping and grassing within the corporate limits of the City of Norcross as further set forth in the project drawings, technical specifications and bid manual, hereinafter called the "WORK". The work also includes all explanatory matter.

-2-

SPECIFICATIONS. Pursuant to the request for bids submitted by Owner, Contractor agrees to construct the project per the work description. Any alterations or changes shall be made through a written order executed by both parties and shall include a description of the change and specific cost.

-3-

COMPENSATION AND PAYMENT. Contractor shall receive from Owner, and Owner shall pay to Contractor the sum of \$2,717,531.15 (\$_____) and all extra work in connection therewith, in consideration of Contractor's performance pursuant to this Contract for the Work, and at Contractor's own cost and expense necessary to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services to complete the said project in accordance with the conditions and prices stated in the proposal and the plans, which include all explanatory matter thereof, as prepared by Owner, payable as follows:

All invoices for payment must be accompanied by the appropriate GDOT Monthly Progress Report and Quarterly DBE Report.

Contractor shall submit invoices monthly, not later than the last Friday of the Month, and Owner shall remit payment within five (5) work days of approval by the City Council, subject to retainage as set forth below.

The provisions of the Contract and the Work (plans, specifications, and bid manual) constitute the entire contract between the parties, and all prior discussions and agreements are merged herein. This contract is expressly intended to supersede all provisions of the Georgia Prompt Pay Act.

SECTION THREE

SAMPLE CONTRACT, Page 2 of 4

-4-

RETAINAGE. GDOT Standard Specifications do not permit retainage of a portion of progress payments to the contractor.

-5-

DISADVANTAGED BUSINESS ENTERPRISE. The Project has an THIRTEEN percent (13%) goal of Disadvantaged Business Enterprise (DBE) participation. It is the responsibility of the Contractor to ensure qualified (DBE) participation is performed and documented as part of the Work and the THIRTEEN percent (13%) DBE participation threshold is attained.

-6-

INSPECTIONS. The Owner shall assign an inspector to monitor the Work and act as a liaison between the Owner and the Contractor. The Contractor shall provide the inspector with information necessary to meet federal grant requirements (Ex. Davis-Bacon Act filings). The inspector shall facilitate and help Contractor with the issuance of all required permits and licenses.

-7-

TIME OF PERFORMANCE. Contractor understands and expressly acknowledges that time is of the essence in connection with Contractor's performance under the Contract. Contractor's performance shall be completed on or before _____.

-8-

LIQUIDATION DAMAGES. In the event of any delay which is not the fault or responsibility of the Contractor or any supplier to the Contractor, the Contractor is entitled to additional days for performance of this Contract (not to exceed fifteen (15) days from the date of completion set forth in this Contract). Contractor shall not be entitled to any additional money for any delay, which it encounters. The Contractor's sole remedy shall be to obtain an extension of time from the Owner within which this Contract is to be performed. Under no circumstances shall the Contractor be entitled to assert any claim of entitlement against the Owner for actual or consequential damages resulting from delays. In conformity with the "time is of the essence" provisions of this contract, the amount of liquidated damages for this contract shall be in the amount accorded in GDOT provision 108.08 (attached) per day for every day the contract is not completed after _____, 201__.

-9-

LIABILITY FOR DAMAGES. Owner, its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part of the work; for any loss or damage to any materials, building, equipment or other property may be used or employed in the work, or placed on the worksite during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee or contractor or otherwise; or for any damage to any property occurring during or resulting from the work. Contractor shall indemnify Owner, its officers, agents and employees, against all such injuries, damages and compensation arising or resulting from causes other than Owner's neglect, or that of its officers, agents or employees.

SECTION THREE

SAMPLE CONTRACT, Page 3 of 4

-10-

BID AND PERFORMANCE BONDS. Contractor shall comply with all provisions of the Official Code of Georgia (OCGA) 36-91-50 regarding bid bonds and all provisions of OCGA 36-91-70 regarding performance bonds. The Contractor shall provide Owner with proof of compliance prior to beginning the Work.

-11-

INSURANCE. Contractor shall not commence work under this contract until contractor has obtained all insurance required by the Work and the insurance policy has been approved by Owner. Similarly, contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved.

-12-

TERMINATION OF CONTRACT. Upon Contractor's breach of any material provision of this Contract, which breach remains uncured after ten (10) days written notice of default, Owner may terminate this Contract without liability for further payments of amounts due or to become due under this Contract. Termination shall be in addition to, and not in lieu of, any other remedies available to Owner under this Contract or applicable law, including the making of claims under Contractor's bonds. Upon Owners breach of any material provision of this Contract, which breach remains uncured after ten (10) days written notice of default, Contractor shall be entitled to terminate this Contract or pursue other such remedies, not inconsistent with this Contract, as it may have in law or equity. This Contract may also be terminated or suspended by the Owner for Owner's convenience upon not less than seven (7) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed through the day of termination, together with any reimbursable expenses then due. Any termination of the Contract by Owner for alleged default, which is ultimately held unjustified, shall automatically be deemed to be a termination for convenience.

-13-

SAFETY PRECAUTIONS. Precautions shall be exercised at all times for the protection of persons, including employees and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not contravention of applicable laws.

-14-

COMPLIANCE WITH LAWS. Contactor and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his or her contract or any extra work, and shall at al times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances or regulations are mentioned in this contract, and shall indemnify Owner, its officers, agents and employees, against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

SECTION THREE

SAMPLE CONTRACT, Page 4 of 4

-15-

ACCEPTANCE OF WORK. No act of Owner, or of any representative of Owner, in superintending or directing the work, or any extension of time for the completion of the work, shall be regarded as an acceptance of such work or any part of it, or of materials used in it, either wholly or in part. Acceptance shall be evidenced only by the final certificate of Owner. Before any final certificate will be allowed, contractor will be required to swear to and sign a statement on the certificate that the contractor accepts the same in full payment and settlement of all claims on account of work done and materials furnished under this contract and that all claims for materials provided or labor performed have been paid and set aside in full. No waiver of any breach of this contract by Owner or anyone acting on its behalf shall be held as a waiver of any other subsequent breach of this contract. Any remedy in this contract shall be taken and construed as cumulative.

-16-

DISPUTE RESOLUTION. Any dispute arising in connection with the interpretation of this Contract, or the performance of any party under this Contract or any claim or dispute under this Contract or otherwise related to this Contract shall, at the sole option of the Owner, be referred to binding arbitration in Atlanta, Georgia, in accordance with Commercial Arbitration Rules of the American Arbitration Association.

-17-

NOTICE TO PROCEED. The contractor shall promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice To Proceed, or as may be specified by Special Provision and to continuously pursue the Work without interruption to completion and to complete the Work by two hundred forty (240) days from the date of Notice to Proceed.

GOVERNING LAW. This Contract shall be governed by the laws of Georgia.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above mentioned, in duplicate, each to be considered an original.

CITY OF NORCROSS, OWNER

BY: _____
MAYOR

Attest: _____
CITY CLERK

Witness: _____

E.R. Snell Contracting Inc. **CONTRACTOR**

BY: _____
OWNER

Witness: *Bonnie Thompson*

Witness: *Pablo G.*



Legislation Details (With Text)

File #: 16-4286 **Version:** 1

Type: Agenda Item **Status:** Agenda Ready

File created: 1/12/2016 **In control:** Policy Work Session

On agenda: 1/19/2016 **Final action:**

Title: Maintenance Plan for the American Elm at Betty Mauldin Park

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Memo - American Elm](#), 2. [Arborist Report](#)

Date	Ver.	Action By	Action	Result
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Title
Maintenance Plan for the American Elm at Betty Mauldin Park

Drafter
Mary Beth Bender



PUBLIC WORKS, UTILITIES & PARKS

TO: Mayor and City Council

FROM: Mary Beth Bender, Superintendent of Parks

DATE: January 11, 2016

SUBJECT: American Elm

CC: Rudolph Smith, City Manager

Presented By: Mary Beth Bender, Superintendent of Parks

Project Description

The Parks Division of Public Works, Utilities & Parks was approached by the City of Norcross Tree Board concerning the care and maintenance of the American elm at Betty Mauldin Park. An evaluation was provided by Master Arborist Jesse Milton (OneBark Consulting Arborist) on the tree's present condition and future care. The Parks Division presented this information to the General Public, six proposals were received:

<i>COMPANY</i>	<i>COST</i>
Downey Trees, Inc.	\$3,423
Caldwell Tree Care	\$5,795
Arboguard Tree Specialists	\$9,095
Premier Tree & Shrub Care, LLC	\$7,000
Gunnison Tree Specialists	\$2,620
The Davey Tree Expert Company	\$5,390

Based on qualifications, previous history with the tree's care and costs, Public Works, Utilities & Parks is recommending Downey Trees, Inc.

Staff Recommendation: Downey Trees, Inc.

Funding Source: Parks Maintenance

Project Cost: \$3,423

Basic Tree Inspection

65 Lawrenceville Street, Betty Mauldin Park, Norcross, GA, 30071

Inspected: November 17, 2015 10:55 AM

Report Created: December 3, 2015 9:12 AM

Inspected by: Jesse Milton, ISA cert. SO-1170B

Email: jesse@onebark.com



Onebark LLC

PO Box 870784

Stone Mountain GA 30087

678.344.6948 www.onebark.com

Contact

Name: Marybeth Bender

Email: mbender@norcrossga.net

Overview

Introduction

Conduct a basic tree inspection of specified tree, 72" American elm, *Ulmus Americana*

Methodology

An inspection of the subject trees was conducted, using visual techniques and basic instruments standard for arboricultural inspection. The buttress roots, trunk, limbs, branches, twigs, leaves, and surrounding environment of the trees were reviewed. This inspection uses Level I assessment standards. Level II standards can be applied at the customers request.

What you need to know

Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments cannot be guaranteed. Clients may choose to accept or disregard the recommendations of the arborists, or to seek additional advice. This inspection was made without the expectation of a particular result.

Environment

Location

Park, open bed

Soil Conditions

Fair

History of wood mulch application in immediate rooting area. Some lawn area, planting beds. Hardscape consists of sidewalks, fixtures, an urban infrastructure.

Surrounding target occupancy

Target rating: Frequent

Photos



Location



Soil Conditions



Surrounding target occupancy

Overall Health

Health/Vigor	Fair Some evidence of stress/strain were observed. Dieback of twigs in upper canopy
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Root System

Structure	Good No significant problems identified
Pathology	None Observed No significant problems identified

Root Crown/Buttresses

Pathology	None Observed
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Structure	Good
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Photos



Structure

Trunk

Pathology	None Observed
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Structure	Form: Multiple trunks, Bark Inclusion Form is typical of an American elm. Single trunk divides into multiple dominant stems at approximately 7-8 feet above soil level.
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Lean	No
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Limbs/Canopy

Structure	Form: Symmetric, Bark Inclusion
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Multiple cabling systems have been installed in the canopy. No evidence of defective installation was identified. Both the static steel cables and the dynamic polyester cables are likely due for inspection and possible repair or replacement.

A standard lightning protection system has been installed. Several repair issues need to be addressed, such as: reattachment of brass nails, resplicing braided, copper wire, and repairing braided copper that has been included into the tree trunk itself.

Two of the lowest scaffold limbs are being supported by metal posts. The connection hardware appears to be in good condition.

Dead limbs of varying sizes were observed throughout the canopy. Attention should be given to the dead terminal branches at the the apex of the upper canopy. This may be indicator of disease or the beginning of health decline. The larger dead branches in the mid and lower canopy pose a moderate risk to the targets underneath.

Disease

Remission

Possible occurrences of disease, based on unusual loss of secondary branches. No obvious symptoms of active disease are present

Insects

None Observed

No significant problems identified

Photos



Structure (1/4)



Structure (2/4)



Structure (3/4)



Structure (4/4)

Leaves, twigs, outer canopy

Structure

Fair

Disease

Remission

Canopy was generally defoliated at the time of my inspection. Freshly fallen leaves on the ground do not show any evidence of significant disease activity. Minor fungal infections such as shot hole were observed on fallen leaves.

Insects

Active

Canopy was generally defoliated at the time of my inspection. Freshly fallen leaves on the ground do not show any evidence of significant insect activity.

Brown/Lecanium scale insects were observed on the twigs.

Photos



Insects

Summary

Other Recommendations

1. Recommend ANSI A 300 Canopy Clean to remove all dead and diseased branches 2 inches or greater in diameter. Pruning should be thorough and include dying branches in top of canopy.

All wood removed should be inspected for vascular streaking symptoms associated with Dutch Elm Disease.

All pruning equipment must be sanitized between pruning cuts of any live, or partially alive, branches.

2. If the tree has not been treated within the last three years with a fungicide, a trunk macro-injection of Propiconazole is highly recommended. Propiconazole fungicide is a labeled treatment for suppression of Dutch Elm Disease. Annual injection are NOT recommended at this time.

3. All cabling hardware and systems should be inspected by a climber who is qualified in Cabling system maintenance, and who is familiar with the ANSI A300 Standards for Cabling and Bracing. Dynamic Cables should be adjusted where necessary. If the static steel cables are more than 10 years old, consider replacing these cables.

4. All Lightning protection hardware should be inspected by a climber who is qualified in Lightning Protection Installation. All loose copper lines should be reattached using the standard brass fasteners. All broken copper lines should be repaired or reinstalled if necessary.

5. This tree should be treated with a systemic insecticide labeled for control/suppression of the Elm Bark Beetle. The application can be performed using direct trunk injection or basal drench, depending on the type of insecticide used. Elm Bark Beetle is a known VECTOR of Dutch Elm Disease. Regular applications of insecticide are recommended. Several different insecticides are available for suppression of this insect, and it is advisable to rotate the insecticide products so as to reduce insect resistance to the treatment. The insecticide will likely also help control the Lecanium scale insects observed on the twigs/leaves (evaluate effectiveness, an additional insecticide may need to be applied).

6. A soil test should be performed within the drip-line of this tree. The test should be broad-spectrum (an aggregate test of several disparate samples). The test can be conducted by volunteers if necessary, and submitted to the Gwinnett County Extension agent for a small fee. The resulting test results should be reviewed by the project Arborist (Onebark).

Fertilization is not recommended unless a specific soil deficiency is revealed in the tests. Soil test recommendations printed on the soil report should be considered; however be advised that these tests are for agricultural crops and not urban forestry; therefore prescriptive fertilization will likely be different than the printed recommendations.

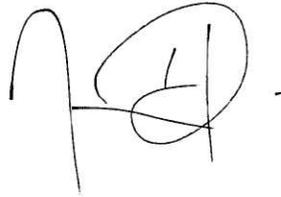
7. Root stimulants, biostimulants, or organic-type soil treatments are not harmful and may

have a therapeutic affect on mature trees. Consider this kind of treatment only if the budget allows.

This tree should be inspected annually. The next inspection interval should be in late summer.

Supplemental Information

Signature

A handwritten signature in black ink, appearing to be 'Jesse Milton', enclosed within a dashed rectangular border.

Jesse Milton

December 3, 2015 9:13 AM



Legislation Details (With Text)

File #: 16-4279 **Version:** 1

Type: Agenda Item **Status:** Agenda Ready

File created: 1/6/2016 **In control:** Policy Work Session

On agenda: 1/19/2016 **Final action:**

Title: Independence Day Celebration 2016

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Memo - Independence Day Celebration](#)

Date	Ver.	Action By	Action	Result
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Title
Independence Day Celebration 2016

Drafter
Mary Beth Bender



PUBLIC WORKS, UTILITIES & PARKS

TO: Mayor and City Council
FROM: Mary Beth Bender, Superintendent of Parks
DATE: January 5, 2016
SUBJECT: Independence Day Celebration 2016
CC: Rudolph Smith, City Manager

Presented By: Rudolph Smith, City Manager

The Parks Division of Public Works, Utilities & Parks is seeking guidance on this year's Independence Day's celebration. July 3 will be on Sunday this year. Does Mayor and Council desire to have the celebration on Saturday, July 2, 2016 or Sunday, July 3, 2016?



Legislation Details (With Text)

File #: 16-4280 **Version:** 1

Type: Agenda Item **Status:** Agenda Ready

File created: 1/6/2016 **In control:** Policy Work Session

On agenda: 1/19/2016 **Final action:**

Title: Proposed Changes to Fee Schedule for Parks and Facilities

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Memo - Proposed Rental Rates](#)

Date	Ver.	Action By	Action	Result
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Title
Proposed Changes to Fee Schedule for Parks and Facilities

Drafter
Mary Beth Bender



PUBLIC WORKS, UTILITIES & PARKS

TO: Mayor and City Council
FROM: Mary Beth Bender, Superintendent of Parks
DATE: December 29, 2015
SUBJECT: Rental rates/fees increase
CC: Rudolph Smith, City Manager

Presented By: Rudolph Smith, City Manager

The Parks Division of Public Works, Utilities & Parks is seeking approval to raise the fees for pavilion/gazebo rentals at Thrasher Park, Rossie Brundage Park, and Lillian Webb Park. Currently, the fees are \$20 per hour for the pavilion and \$25 per hour for the gazebo. There are costs associated with the operation and maintenance (supplies, pressure washing, painting, cleaning) and the regular and overtime pay for Parks staff for clean-up following the rentals. Several other cities were contacted, plus Gwinnett County Parks to compare fees. Pavilion rental fees range from \$35 per hour to \$75 per hour (\$35, \$50, \$60, & \$75).

Parks & Recreation is recommending a price increase for the pavilion and gazebo rentals:

*Gazebo - \$35 (price increase of \$10) per hour
Pavilion - \$40 (price increase of \$20) per hour*

In addition to the pavilion & gazebo rental increase, Parks & Recreation is recommending a price increase for the park reservations. Currently, the cost to rent the park is \$300 (weddings/corporate events). Parks & Recreation is recommending an increase of \$100, total of \$400 plus \$100 deposit to rent the park for weddings and corporate events. These large events impact Parks staff (regular and overtime pay), especially back-to-back with City-sanctioned events. Four hundred dollars is a very reasonable rate for a wedding or corporate venue; the rates have not been raised in several years.

The Norcross Cultural Arts Center is recommending a price increase for the Banquet Room from \$75 per hour (2 hours) and \$50 (each additional hour) to a straight fee of \$100 per hour. Also, the refundable deposit to be increased from \$200 to \$250.



Legislation Details (With Text)

File #: 16-4285 **Version:** 1

Type: Agenda Item **Status:** Agenda Ready

File created: 1/12/2016 **In control:** Policy Work Session

On agenda: 1/19/2016 **Final action:**

Title: Request to Surplus Office Equipment and Vehicles from the IT and Public Works Department

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Memo - Request Surplus Vehicles](#), 2. [Inventory List](#)

Date	Ver.	Action By	Action	Result
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Title
Request to Surplus Office Equipment and Vehicles from the IT and Public Works Department

Drafter
Sam Morris/John Davis



TO: Mayor and Council

FROM: John Davis, Superintendent
Department of Public Works, Utilities & Parks

DATE: 1-12-16

SUBJECT: Vehicle Surplus List

CC: Rudolph Smith, City Manager

Presented By: John Davis, Superintendent

Project Description

The Department of Public Works, Utilities & Parks is seeking approval to auction the enclosed list of surplus vehicles in a sealed bid auction. These vehicles have been replaced during the installment of the Enterprise Fleet Maintenance program. Representatives from the Enterprise Fleet Maintenance program provided vehicle value estimates as listed below.

Year	Make	Model	Description	Vin #	Mileage	Enterprise Estimate
2008	Ford	F-250	HD- Pickup truck	1FTSX21Y48ED63145	62,374	\$10,500
2007	Ford	F-150	LD- Pickup truck	1FTPX14VX7KC84953	139,944	\$7,000
2006	Ford	Explorer	LD- SUV	1FMEU62E26UB70170	105,650	\$2,500
2006	GMC	C-2500	HD- Pickup truck	1GDHC24D06E225934	94,441	\$10,500
2006	Chevrolet	Impala	4-door Sedan	2G1WS551969359311	145,621	\$1,500
2003	Ford	Crown Vic	4-Door Sedan	2FAFP71W73X108034	138,588	\$1,000
2002	GMC	Sierra	HD-Pickup truck	1GDHC24122E295421	76,271	\$2,000
2001	Ford	Taurus	4-door Sedan	1FAFP56S01A218145	121,405	\$1,000
2000	Ford	F-150	LD- Pickup truck	1FTRF17W6YNC23082	104,559	\$2,000
1999	Ford	F-150	LD- Pickup truck	1FTZF172XNB99273	131,289	\$1,000
1998	Ford	Ranger	Electric pickup truck	1FTZR107XWTA75909	3,950	-

Staff Recommendation: Approval to auction surplus vehicles

Funding Source: N/A

Project Cost: N/A

	Type	Distributor	Model#	Serial#
4	Laptop	Dell	Latitude D520	42S7NB1
5	Laptop	Dell	Latitude E5520	9TXB4S1
6	Laptop	Dell	Latitude D530	D16PWG1
10	Desktop	Dell	OptiPlex DCTR	653NS91
11	Laptop	Dell	Rev A01	73VQFC1
12	Dekstop	Dell	Optiplex GX620	553NS91
13	Desktop	Dell	Optiplex 745	BVfVYD1
14	Desktop	Dell	Optiplex 745	8VfVYD1
15	Laptop	General Dynamics	Itronix GD6000	ZZGEG9076ZZ7967
16	Laptop	General Dynamics	Itronix GD6000	ZZSJC0145ZZ1088
17	Laptop	General Dynamics	Itronix GD6000	ZZGEG9076ZZ7963
18	Laptop	General Dynamics	Itronix GD6000	ZZSJC0041ZZ0015
19	Laptop	General Dynamics	Itronix IX605-04B	ZZGEG8246ZZ6897
20	Laptop	General Dynamics	Itronix GD6000	ZZGE9076ZZ7965
21	Laptop	General Dynamics	Itronix GD6000	ZZGE9076ZZ7968
22	Laptop	General Dynamics	Itronix GD6000	ZZSJC0145ZZ1059
23	Laptop	General Dynamics	Itronix GD6000	ZZSJC0041ZZ1004
24	Laptop	General Dynamics	Itronix IX605	ZZGEG8246ZZ6895
25	Laptop	General Dynamics	Itronix GD6000	ZZSJC0041ZZ1006
26	Laptop	General Dynamics	Itronix GD6000	ZZSJC0041ZZ0008
27	Laptop	General Dynamics	Itronix GD6000	ZZSJC0156ZZ1078
28	Laptop	General Dynamics	Itronix IX605	ZZGEG9246ZZ6901
29	Laptop	General Dynamics	Itronix GD6000	ZZSJC0041ZZ1001
30	Laptop	General Dynamics	Itronix GD6000	
31	Laptop	General Dynamics	Itronix GD6000	
32	Laptop	General Dynamics	Itronix GD6000	ZZGEG9076ZZ7969
33	Laptop	General Dynamics	Itronix IX605	ZZGEG8246ZZ6896
34	Laptop	General Dynamics	Itronix GD6000	ZZSJC0041ZZ1003
35	Laptop	General Dynamics	Itronix GD6000	ZZSJC0145ZZ1066
36	Laptop	General Dynamics	Itronix IX605	ZZGEG8246ZZ6900
37	Laptop	General Dynamics	Itronix IX605	ZZGEG8246ZZ6894
38	Laptop	General Dynamics	Itronix IX605	ZZGEG8246ZZ6899
39	Laptop	General Dynamics	Itronix GD6000	ZZSJC0145ZZ1073
40	Laptop	General Dynamics	Itronix GD6000	ZZGEG9076ZZ7962
41	Laptop	General Dynamics	Itronix GD6000	ZZSJC0145ZZ1095
42	Laptop	General Dynamics	Itronix IX605	ZZGEG8246ZZ6898
43	Laptop	General Dynamics	Itronix GD6000	ZZSJC0041ZZ1005
44	Laptop	General Dynamics	Itronix GD6000	ZZSJC0041ZZ0014
45	Laptop	General Dynamics	Itronix GD6000	ZZSJC0145ZZ3012
46	Laptop	HP	Pavillion d45-1006et	CNF8362LOX
47	Laptop	HP	Compaq 6715b	CNU8455BZN
48	Laptop	HP	Compaq 6715b	CNU8455CXQ
49	Laptop	HP	Compaq 6715b	CNU8455B8S
51	Plotter	HP	Q 6713 A	MY85P5C00Q
52	Scanner	HP	Q6713A	DK8514F05F
53	Matrix	IBM	6400-010 CTA	01N0545

54	Ethernet	Perle	IOLAN STS4D	81-012412M10041
55	Laptop	Toshiba	Satellite A60-S159	84035592QU
56	Printer	Zebra Tech	RW 420	XXRC08-19-5119
57	Printer	Zebra Tech	RW 420	XXRC08-18-5223
58	Printer	Zebra Tech	RW 420	XXRCJ12400021
59	Printer	Zebra Tech	RW 420	XXRCJ124800063



Legislation Details (With Text)

File #: 16-4289 **Version:** 1

Type: Agenda Item **Status:** Agenda Ready

File created: 1/12/2016 **In control:** Policy Work Session

On agenda: 1/19/2016 **Final action:**

Title: Amend IGA with DDA to include Britt and Carter Properties and Air Rights above the Parking Deck

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Amend IGA with DDA to include Britt and Carter Properties and Air Rights above the Parking Deck

Drafter

Councilman Bare



Legislation Details (With Text)

File #: 16-4288 **Version:** 1

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File created: 1/12/2016 **In control:** Policy Work Session

On agenda: 1/19/2016 **Final action:**

Title: Discuss Public Plaza between Buford Highway and Lillian Webb Park

Sponsors:

Indexes:

Code sections:

Attachments: 1. [LCI pages](#)

Date	Ver.	Action By	Action	Result
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Title
Discuss Public Plaza between Buford Highway and Lillian Webb Park

Drafter
Councilman Bare

NORCROSS CITY COUNCIL

Bucky Johnson, Mayor
Andrew Hixson
Ross Kaul
David McLeroy
Craig Newton
Charlie Riehm

PROJECT MANAGEMENT TEAM

Tixie Fowler | Norcross Public Relations and Marketing Specialist
Cate Kitchen | Norcross Downtown Development Authority
Chris McCrary | Norcross Community Development
Charlie Riehm | Norcross City Council
Jonathan Tuley | Atlanta Regional Commission
Rusty Warner | Norcross Economic Development

CORE TEAM

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Daniel Studdard, AICP | Transportation Planning Support
Allie Looft | Land Use Planning Support

Huntley Partners

Rick Padgett | Economic and Market Advisor

Morris & Fellows

Cheri Morris | Retail Advisor

Open Air Architecture

Cindy Cox | Illustrator

THE 4 C'S OF SUCCESSFUL RETAIL

- CRITICAL MASS** lots of stores and restaurants to complement each others' success
- CONCURRENCY** shops should not all look the same, yet should work well with one another in scale and architectural style

- CONTIGUITY** easy to walk from place to place, well connected, leads you along
- CONVENIENCE** no barriers to keep shoppers and diners from visiting and lingering

Figure 48. Historic Downtown Key Catalyst Projects



Table 16. Historic Downtown Demand Met by Land Use Type

Land Use Type	Demand	Provided	% Met
Retail (sq feet)	529,180	119,600	23%
Services (sq feet)	19,222	-	0%
Office (sq feet)	662,973	32,200	5%
Industrial (sq feet)	267,641	-	0%
Apartment (units)	964	231	24%
Town/Condo (units)	47	26	55%
Single Family units	285	20	7%

Table 17. Historic Downtown Total Square Footage Added

Project Area	Use	Sq Ft/Units	Description
1 Skin Alley	Retail	1,800	Restaurants and retail fronting Skin Alley, commercial uses in houses, and a plaza space
	Residential	6	
	Office	-	
2 Lillian Webb Parcels	Retail	15,400	3-4 story mixed use with retail and residential, parking deck wrapped with townhouses
	Residential	48	
	Office	-	
3 Buford Highway Anchor West	Retail	24,000	Mixed use structure up to 5 stories with residential, office, and retail
	Residential	54	
	Office	22,000	
4 Buford Highway Welcome Plaza	Retail	47,450	Restaurant (12,000-16,000 SF) and retail surrounding a public plaza that ties to Lillian Webb Park
	Residential	-	
	Office	-	
5 Buford Highway Anchor East	Retail	20,000	Mixed use structure up to 5 stories with residential and retail
	Residential	150	
	Office	-	
6 Lillian Webb Park	Retail	10,950	Space for markets, civic building at the crest of Jones Street, and 20 new single-family homes
	Residential	19	
	Office	-	
7 Downtown Office	Retail	-	Small, boutique-type office infill and a parking deck wrapped with retail
	Residential	-	
	Office	10,200	
Total	Retail (sq ft)	119,600	
	Res. (units)	277	
	Office (sq ft)	32,200	

HISTORIC RESOURCES

Much of the identity for the downtown emanates from its history and the historic commercial and residential structures that exist. New commercial and residential structures should be sensitive to the existing context of the historic character and will follow the Architectural and Site Design Standards. However, where there is aggregation of parcels in order to encourage redevelopment, allowances should be made for the relocation of historic structures.

Project #2 Lillian Webb Parcels – This site provides opportunity for infill development consisting of a mixed use 3-4 story building with retail on the ground floor and residences on floors 2-4; an integrated parking deck wrapped with townhomes on Carlyle Street and Magnolia Street; the addition of a mixed use building at the corner of Holcomb Bridge Road and Magnolia Street and additional infill retail space. Parking is provided by both a structured deck as well as surface parking. Historic structures are incorporated into the redevelopment plan. Redevelopment anticipates 48 new residential units.

Project #3 Buford Highway West – This redevelopment opportunity anchors the southwest corner of the Historic Downtown District and provides new residential, office, and retail opportunities, while protecting the historic structure already located on the northeast corner of the property. Redevelopment occurs at heights up to 5 stories with structured parking wrapped by a mixed use project (then stepping down in height as the development approaches Magnolia Street). This area anticipates 54 new residential units, 22,000 square feet of office and 47,450 square feet of retail.

Project #4 Buford Highway Welcome Plaza -

Buford Highway Plaza will enhance the vitality of Lillian Webb Park, serve as the front door to Norcross, enhance the visibility of Historic Downtown and serve as a linkage to the rest of the City. It will be welcoming, inviting, aesthetically pleasing, active, and connecting. The redevelopment of the plaza envisions the removal of the current structures that are located on the parcel reorganizing and orienting the structures to create an internal plaza that links Buford Highway to Lillian Webb Park both physically and visually. The end uses envisioned for the commercial structures would ideally be restaurant tenant lining Bostic Street with outside oriented dining looking out over the park and the newly created Plaza. Buildings in general should be

designed to front both Buford Highway as well as the surrounding streets. The high quality development along with the new retail, restaurants and plaza will serve as a magnet to those traveling along Buford Highway, connect Norcross across Buford Highway, energize Lillian Webb Park, and create a true sense of arrival to Downtown Historic Norcross. Redevelopment should also work to relocate the existing market to a nearby space, perhaps appropriate as a tenant for the East or West Anchor sites.

Project #5 Buford Highway East - Buford Highway East envisions the redevelopment of area with a 4-5 story mixed use project with retail on the ground floor along with residential units. Streetscape enhancements should be made on Buford Highway with wide sidewalks and an ample landscape zone for buildings. A small parking area would be appropriate in front of the building for the retail uses that are anticipated on the ground floor. The project also envisions a structured parking deck as well as an internal courtyard to serve residents. This development will serve to anchor the northeastern edge of the front door of Norcross. Access to the parcel should be taken off of Britt Ave. or Mitchell Road.

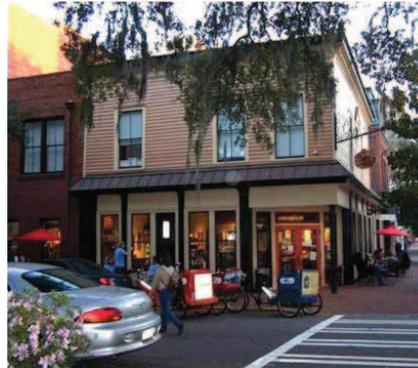
Project #6 Lillian Webb Park - is further enhanced through a public space on the northwest corner of the park that will be used for “market” space with temporary shelters for events such as the farmers market or artist market. This northwest corner should remain undeveloped with no new structures to maintain the connectivity from Skin Alley to Lillian Webb Park via a new linkage in the proposed plaza between Skin Alley and College Street. Additionally, parking is limited for these parcels in the northwest corner of the park, so they will be ideally used as event space rather than a use with a dedicated demand. The northeast corner will see the development of a new 7,500-square foot one- to two-story building anchoring the northeast corner at the crest of Jones Street where it terminates into the park.

This building anchors this corner and serves as a draw for those visiting shops and restaurants along Jones Street to make their way to the “top of the hill.” This building will be of high quality and similar vernacular to the surrounding historic structures and is appropriate for a civic use. Lillian Webb Park is energized through additional activities and functions programmed for the park space. The southwest side of the park is anchored with the pending development of approximately 20 single family homes.

Project #7 – Downtown Office – A number of small, boutique-type office spaces fill in existing development on the southeast side of Wingo Street, behind City Hall. These spaces are ideal for small start-up companies, shared office space, and professional services, attracting professionals who wish to work in downtown Norcross. Future occupants may also include uses such as karate or dance studio spaces. Additionally, a parking deck off of Jones Street provides ample parking for city employees, patrons and employees of downtown restaurants, and office workers. Shared parking agreements allow access to the deck throughout the day by different users.

Project #8 – Plazas and Downtown Trail – The historic downtown is linked through a series of pedestrian trails, on-street networks and alleys connecting all existing and proposed redevelopment areas. In addition there are seven plazas/parkettes linked by the trail and incorporated into redevelopment. One plaza already exists, located at the entrance to Lillian Webb Park. The network of trails and plazas meets the social, recreational, and cultural needs of the city while linking the downtown in a pedestrian oriented and friendly manner. Plaza spaces provide opportunities for gatherings and should be themed appropriately to meet the overall feel of the redevelopment areas. Materials used throughout the plazas and connecting trails should be consistent, whether brick, colored pavement, or pavers. Plazas are incorporated into redevelopment parcels and should be

deeded back to the city as public space. It is recommended that developers team with the Norcross Arts Alliance and provide different themes of art to be displayed within the plazas.



URBAN DESIGN

In areas where there is increased density proposed, design should be sensitive to surrounding residential and commercial heights of existing structures.



Figure 52. Key Catalyst Project: Buford Highway Welcome Plaza, Rendering of Proposed Redevelopment



Lillian Webb Park is enhanced through a public space on the northwest corner of the park that provides a market space, with temporary shelters for events such as the farmers' market or arts and crafts markets. The northeast corner will see the development of a new civic building to draw visitors from the restaurants on Jones Street to the top of the hill at College Street. The southwest side of the park includes the development of approximately twenty single-family homes.



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Title: Rescind the IGA with the DDA for Lillian Webb Park pad #2

Sponsors:

Indexes:

Code sections:

Attachments: 1. [LCI pages](#)

Date	Ver.	Action By	Action	Result
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Title

Rescind the IGA with the DDA for Lillian Webb Park pad #2

Drafter

Councilmember Bare