City of Norcross

65 Lawrenceville Street

Norcross, GA 30071

Meeting Agenda

Monday, January 5, 2026

6:30 PM

Council Chambers

Regular Council Meeting

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

Livestream Here:

https://norcrossga.portal.civicclerk.com/

A. Call to Order by Mayor Craig Newton

PLEASE SILENCE ALL CELL PHONES AND ELECTRONIC DEVICES

B. Invocation - Mayor Craig Newton

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. 2025-426: Mayor and Council — Regular Council Meeting — December 1, 2025

Attachments:
1. CityCouncil_RegularMeeting_minutes_12.1.2025

2. 2025-427: Mayor and Council — Policy Work Session — December 15, 2025

Attachments:
1. CityCouncil_WorkSession_minutes_12_15_2025

F. Set Agenda As Presented for Scheduled Meeting

Acceptance of the Agenda and Approval of the Consent Agenda.

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies

1. 2025-432: Swearing in of Mayor Craig Newton

Attachments:
1. Oath of Office - Newton 2026

2. 2025-430: Swearing in of Councilman Myers

Attachments:
1. Oath of Office - Myers 2026

3. 2025-431: Swearing in of Councilman Gaynor

Attachments:
1. Oath of Office - Gaynor 2026

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

A. Comments by Citizens

B. Comments by Council

C. Comments by City Manager

I. Public Hearings

1. 2025-360: Amendment to the 2045 Comprehensive Plan

A recommendation to approve the proposed amendment to the Comprehensive Plan.

Attachments:

1. Agenda Report_Comp Plan Amendment_MC_01.05.26
2. Consultant Presentation to Mayor & Council
3. Vision Section of the Comprehensive Plan - Tracked Changes
4. Vision Section of the Comprehensive Plan - Amendments Incorporated
5. Future Development Map - from 12/15/25 Policy Work Session
6. Future Development Map - revisions for 1/6/26 Regular Council Meeting
7. Summary of Survey Result

2. 2025-428: Condemnation for Temporary Construction Easement and Right of Way at 484 Mitchel Road (PIN: R6242-114) (Norcross Greenway Parcel 4).

Attachments:

1. Agenda Report - Condemnation for Temp Easement and ROW 484 Mitchell Road
2. 4 - Appraisal Certificate
3. 4 - Proposed Resolution
4. 4 - Proposed Declaration of Taking

3. 2025-429: Condemnation for Temporary Construction Easement and Right of Way at 405 Pinnacle Court (PIN: R6213 068) (Norcross Greenway Parcel 62).

Attachments:

1. Agenda Report - Condemnation for Temp Easement and ROW 405 Pinnacle Court
2. 62-Appraisal Certificate
3. 62-Proposed Resolution
4. 62-Proposed Declaration of Taking

4. 2025-359: Abandonment of City Right of Way on Lawrenceville Street

Authorize the City's abandonment of the alleyway located adjacent to 372 Lawrenceville Street, Norcross, Georgia, 30071(Parcel ID R6242 006) pursuant to O.C.G.A. § 32-7-1 et seq.

Attachments:

1. Agenda Report - Abandonment of City Right of Way on Lawrenceville Street
2. Letter from Adjacent Property Owner
3. Resolution Authorizing Abandonment
4. 25-001 - Legal Description - Northeasterly Portion Alley
5. 25-001 - Legal Description - Southeasterly Portion Alley
6. ROW Survey Lawrenceville St

J. Reports of the Mayor and Councilmembers

a. General Announcements

JANUARY CALENDAR OF EVENTS

Movie Monday: October Sky

Monday, January 12 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Martin Luther King Dr. Day Observance
Monday, January 19 | Sanitation & Recycling g Will Not Be Affected

Coffee With Council
Saturday, January 17 | 8:00 a.m. | 45 South Cafè

Policy Work Session
Tuesday, January 20 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Movie Monday: Dead Poets Society
Monday, January 26 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center None

K. Board Appointments

There are no appointments or reappointments to consider at this time.

L. Consent Agenda

1. 2025-361: Expanded Downtown Parking Planning and Design

Approve updated planning and design progress for the Expanded Downtown Parking Project to complete 60% design.

Attachments:
1. Agenda Report - Expanded Downtown Parking
2. Updated Design - January 5, 2026, RCM Presentation
3. Design from December 15, 2025, PWS
4. December Staff Meeting Markups
5. PG&T Commission and Tree Board Input to Project

2. 2025-325: City Council Appeal of ARB Approval of COA2025-037

Request for Council action to approve as presented, approved with conditions, or deny the Certificate of Appropriateness for 60 Barton Street (the “Property”).

Attachments:
1. Agenda Report - City Council Appeal of ARB Approval of COA2025-037
2. Updated Site Plan
3. COA2025-037 ARB Agenda Packet - 9.30.25
4. ARB Meeting Minutes - 9.30.25
5. Appeal Letter
6. Letters of Support
7. Applicant Constitutional Objections

3. 2025-357: Budget Amendment for Norcross Elementary Paint Love Mural Sponsorship

Approve a budget amendment reallocating $2,000 for the Norcross Elementary School Paint Love mural project, with funding to come from the Mayor and Council Contingency Fund.

Attachments
1. Agenda Report - Budget Amendment for Norcross Elementary Paint Love Mural Sponsorship
2. CON Community Request for Funding Form
3. Norcross Elementary Mural Project - Paint Love
4. NES Wall Photo
5. Agenda Report - October 7 RCM
6. Budget Amendment - 26-357

4. 2025-410: Award of Contract for Lillian Webb Park Railing

Approve the award of a contract for the Lillian Webb Park railing between the City of Norcross and CGS LLC.

Attachments:
1. Agenda Report-Award of Contract for Lillian Webb Park Railing
2. Evaluation Summary – RFP PW 26-01
3. Contract Agreement – CGS LLC
4. RFP PW 26-01 Packet

5. 2025-327: Amendment to Purchasing Provisions within the Norcross Code of Ordinances and Financial Policy

To approve amendments to the City of Norcross Financial Management Policies and corresponding amendments to Sections 16-75 and 16-76 of the Norcross Code of Ordinances.

Attachments:
1. Agenda Report - Amendment to Purchasing Provisions within the Norcross Code of Ordinances
2. Redlined Ordinance SEC.16-75 16-76
3. Ordinance 16-75 16-76 Amendments
4. CityofNorcross - Purchase Policy (Redlined)
5. CityofNorcross - Purchase Policy (Draft)

6. 2025-411: City Financing of the DDA Acquisition's of 9 South Peachtree Street

Approve City financing of the Downtown Development Authority's acquisition of 9 South Peachtree up to one-million, four hundred thousand dollars ($1,400,000.00) and to authorize the Mayor's execution of an intergovernmental contract and loan documents to finalize the transaction as presented.

Attachments:
1. Agenda Report - City Financing of the DDA Acquisition's of 9 South Peachtree Street
2. Intergovernmental Agreement
3. Note
4. Security Deed

7. 2025-412: Intergovernmental Agreement with the Downtown Development Authority regarding 80 and 94 Wingo Street.

Approve an Intergovernmental Agreement with the Downtown Development Authority concerning the allocation of net proceeds and subdivision of properties located at 80 and 94 Wingo Street.

Attachments:
1. Agenda Report - IGA with the DDA regarding 80 and 94 Wingo Street
2. Intergovernmental Agreement
3. Parking Easement

8. 2025-413: Election of Mayor Pro Tempore for 2026

Approve the annual election of the Mayor Pro Tem for 2026.

Attachments:
1. Agenda Report - Election of Mayor Pro Tempore for 2026

M. Items for Discussion

N. Adjourn in memory of

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

P. Signed by _____ Mayor Craig Newton

Q. Attest _____ Monique Philip, City Clerk

City of Norcross

65 Lawrenceville Street

Norcross, GA 30071

Meeting Minutes

Monday, December 1, 2025

6:30 PM

Council Chambers

Regular Council Meeting

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

Meeting Recording:

https://norcrossga.portal.civicclerk.com/event/609/media

A. Call to Order by Mayor Craig Newton

PLEASE SILENCE ALL CELL PHONES AND ELECTRONIC DEVICES

B. Invocation by Councilmember Myers

C. Pledge of Allegiance to the Flag of the United States of America

D. Roll Call (recorded)

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

E. Presentation of Previous Meeting Minutes for Acceptance

A motion to Approve the minutes of the November 3 Regular Council Meeting and Executive Session; the November 10 Special Called Meeting; and the November 17 Policy Meeting.
Work Session and Executive Session.

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

F. Set Agenda As Presented for Scheduled Meeting

Acceptance of the Agenda and Approval of the Consent Agenda.

A motion to Accept the Agenda and Approve the Consent Agenda, with the following item being moved under discussion:
25-7453 Ability to Vote on Select Items at Policy Work Session.

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

G. Ceremonial Presentations, Recognitions, and Swearing-in Ceremonies

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

a. Comments by Citizens

Jeff Hopper, Chair of the Architectural Review Board, commented that the applicant for Item 2025-324 met the code qualifications applicable to ARB standards. He noted that there was no opposition at the ARB meeting and

that the adjacent property owner had signed off on the request, which influenced the ARB's decision. Regarding Item 2025-325, he stated that the ARB's review is limited to architectural integrity and that the Board operates under the assumption that staff will address matters such as water runoff and topography.

Ian Lecroy, representing Stan Howington on Item 2025-325, stated that a Certificate of Appropriateness had been issued and that the appeal raised stormwater concerns rather than architectural issues. He noted that only a portion of the retaining wall would be removed, that required tree removals were identified by the arborist, and that the applicant is willing to conduct a study to demonstrate compliance.

Tixie Fowler, speaking on Items 2025-324 and 2025-325, stated that the proposed homes' size and massing are not compatible with surrounding structures and lot sizes and referenced relevant planning documents. She requested approval of the appeals and asked for an independent inspection of the property associated with Item 2025-235 prior to demolition.

Brady Reinhardt, appellant for Item 2025-325, commented on the shared driveway arrangement and noted that a verbal agreement with staff had not been documented in writing.

Jim Eyre expressed support for the reappointment of Lauren Summers to the DDA and commented on Item 25-7453, supporting the item provided proper notice is given and opportunities for citizen input are maintained.

b. Comments by Council

c. Comments by City Manager

I. Public Hearings

1. 2025-320: SUP2025-005 Consideration of an Adult Daycare in an M1 Light Industry Zoning

A motion to approve a Special Use Permit SUP2025-005 to allow an Adult Day Care Center at 2211Beaver Ruin Road, Suite 190, with the recommended conditions as presented by staff and the Planning and Zoning Board.

1. Hours of operation for the adult day care center to be Monday through Friday 8:30 AM to1:30 PM, with hours of operation for administrative offices to be Monday through Friday, 8:00 AM to 4:00 PM.
2. Shall comply with all state requirements.
3. Shall comply with all health department requirements.
4. Peddlers and/or parking lot sales shall be prohibited.
5. The owner of the establishment shall repair any graffiti or vandalism within 72 hours of notice from the City.

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

2. 2025-321: RZ2025-005; Consideration of a Rezoning to the M1 (Light Industry) District

A motion to approve the rezoning of 5.24 acres from C-2 (General Business District) to M-1 (Light Industry) District to allow for light industrial-related uses and outdoor storage, with the conditions recommended by the Community Development and Planning Department and

supported by the Planning and Zoning Board, with the exception that Conditions 3 and 4 listed on the agenda report are removed, resulting in the remaining conditions:

1. The property shall be developed in general conformance with the site plan dated receipt 08/19/2025 and in conformity with the City of Norcross Unified Development Ordinance.
2. Provide a ten (10) foot landscape strip adjacent to all public rights-of-way.
3. No auto-oriented commercial use allowed.

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

3. 2025-322: RZ2025-004; Consideration of Rezoning to BH (Buford Highway) District

A motion to accept the applicant's request for withdrawal without prejudice for rezoning case RZ2025-004.

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

4. 2025-324: COA2025-027; Consideration of a Historic Demolition and New Home

A motion to table item 2025-324 to the January 20 Policy Work Session.

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

5. 2025-325: City Council Appeal of ARB Approval of COA2025-037

A motion to table Item 2025-325 to the December 15 Policy Work Session.

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

6. 2025-330: Amendment to the Unified Development Ordinance

A motion to approve the amendments to the Unified Development Ordinance (UDO) as presented, with the inclusion of Section 202-3 to the list of tabled items as recommended by the Planning & Zoning Board, with the following enacting clause:

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

A motion to Approve the resolution extending the existing ADU moratorium through the February 2 Regular Council Meeting, with the provision that the City Council may dissolve the moratorium earlier should the required work be completed in January.

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

J. Reports of the Mayor and Councilmembers

a. General Announcements
DECEMBER CALENDAR OF EVENTS

Holiday Quilt Exhibit
Monday, December 1 - December 30 | 8:00 a.m.- 5:00 p.m. | Welcome Center

Holiday Celebration
Friday, December 5 | 5:30 - 8:30 p.m. | Thrasher Park

Carriage Rides
Friday, December 5 - December 19 | Every Thursday & Friday
6:30 - 8:30 p.m. | Skin Alley Behind 45 South Cafe

Historic Norcross Christmas Village
Saturday, December 6 | 11:00 a.m. - 8:00 p.m. | Downtown Norcross

Movie Monday: Polar Express
Monday, December 8 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Photos With Santa
Tuesday, December 9 - December 19 | Every Tuesday, Thursday & Friday
6:00 - 8:00 p.m. | 45 South Cafe

Atlanta International Night Market: Passport To The Holidays
Friday, December 12 | 5:00 - 10:00 p.m. | Lillian Webb Park

Atlanta International Night Market: Passport To The Holidays
Saturday, December 13 | 2:00 - 10:00 p.m. | Lillian Webb Park

Movie Monday: White Christmas
Monday, December 22 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Christmas Observance
Wednesday, December 24 - December 25 | Sanitation & Recycling Will Be Delayed

New Years Observance
Thursday, January 1 | Sanitation & Recycling Will Be Delayed

First Friday Concert: 7 Sharp 9
Friday, January 2 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

K. Board Appointments

The Mayor and Council will consider appointments and reappointments to the following Boards, Commissions, or Authorities:

1. 2025-339: Downtown Development Authority

A motion to Approve the reappointment of Lauren Summers to the DDA, with a term to expire 12/1/2029

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

2. 2025-340: Norcross Housing Authority

A motion to Approve the Reappointment of Pam Hopper and Melissa Leedy, with a term expiration of 12/1/2030.

RESULT: APPROVED BY MAYOR NEWTON

3. 2025-341: Norcross Public Arts Commission

A motion to Approve the reappointment of Michael MacManus, with a term expiration of 12/1/2028.

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

L. Consent Agenda

A motion to Approve the Consent Agenda.

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

1. 2025-317: Consideration Adopting the Buford Highway Safe Streets for All (SS4A) Safety Action Plan Created by the City of Doraville GA

A motion to Approve the Adoption of the Buford Highway Safe Streets for All (SS4A) Safety Action Plan created by the
City of Doraville.

2. 2025-328: Public Safety Building – Motorola 911 Radio Equipment Agreement

A motion to Approve an agreement with Motorola to move/upgrade/add 911 radio equipment in the new public safety building, subject to legal review and approval.

3. 2025-281: GEMA Cybersecurity Grant Opportunity

A motion to approve acceptance of the previously awarded FY22 State and Local Cybersecurity Grant Agreement with GEMA/HS for $417,000, requiring the city to allocate the full amount upfront, with 90% reimbursed, resulting in a net City cost of $41,700 (10% match).

4. 2025-326: Residential Decorative Streetlighting

A motion to approve continuing the replacement of decorative streetlights with matching LED fixtures, replacing acorn lights with acorn fixtures and colonial lights with colonial fixtures, and to install light-blocking shields on all new residential LED decorative streetlights to direct illumination toward the street and away from adjacent homes.

5. 2025-319: Accept and Appropriate Grant Funds from Norfolk Southern

A motion to Approve/Deny the acceptance and appropriate grant funding in the amount of $30,000.00 received from Norfolk Southern to complete two City of Norcross Historic Downtown Enhancement projects:

1. Skin Alley Improvements
2. Cultural Arts Center Improvements.

7. 2025-323: Policy on Use of Artificial Intelligence (AI)

A motion directing the City Manager, in coordination with the City Attorney, to develop a proposed policy for City Council's consideration regarding the use of Artificial Intelligence (AI) by City employees.

8. 2025-329: Adopt Publication of News and Newsletters Using RoughDraft Publication

A motion to Approve/Deny a change in the City's newsletter publication to a set of mailed and online materials distributed by RoughDraft in lieu of the current monthly newsletter, and authorize the Mayor to sign an agreement.

M. Items for Discussion

6. 25-7453: Ability to Vote on Select Items at Policy Work Sessions

A motion to approve the ordinance amending Section 2-36 of the City Code, as presented, to allow the City Council to vote on select items at its monthly Policy Work Session, to commence at the January 20 Policy Work Session.

RESULT: MOTION FAILED [2:3]
MOVER: Matt Myers, Councilmember
SECONDER: Marshall Cheek, Mayor Pro Tem
AYES: Myers, Cheek
NAYS: Bare, Gaynor, Hixson

N. Adjourn in memory of

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

Councilmember Myers motioned to adjourn to executive session for real estate at 9:09 pm, seconded by Councilmember Gaynor. The vote was unanimous.

P. Signed by _____ Mayor Craig Newton

Q. Attest _____ Monique Philip, City Clerk

City of Norcross

65 Lawrenceville Street

Norcross, GA 30071

Meeting Minutes

Monday, December 15, 2025

6:30 PM

2nd Floor Conference Room

Policy Work Session

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

Meeting Recording:

https://norcrossga.portal.civicclerk.com/event/180/med

A. Roll Call (recorded)

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

B. Citizen Input

Edith Riehm commented on items 2025-325 and 2025-360, raising concerns about the property's known drainage issues and the request for a single driveway. She indicated a gap in the review process that should be resolved before the application is submitted to the ARB. She also questioned whether the Council would exercise its rights and authority to protect the city from developer influence.

Ian Lecroy, representing Stan Howington on Item 2025-325, emphasized the importance of the Mayor and Council's judicial and legislative roles and urged the Council to review the record by applying the architectural and design standards to ensure the ARB's decision was proper.

Paul Sumner – commented on item 2025-325, expressed concern that city surveys do not adequately reflect resident input, and questioned their use in the comprehensive plan revision. He stated that survey data show limited resident support for apartments and townhomes, while stronger support exists for restaurants, community spaces, retail, and additional grocery stores. He raised concerns that the proposal would convert adjacent properties to mixed-use residential development despite stated preferences.

Chris Casey – commented on 2025-325, opposing an increase in density in the comprehensive plan and urging the Council to maintain the current medium-density zoning and protect the historic district boundaries. She noted that public feedback indicates limited support for high-density apartments and that the proposed development would significantly exceed the surrounding residential density. She also raised concerns about traffic congestion, infrastructure strain, and reduced tax revenue if incentives are granted to the developer.

Lonnie Laham, commented on agenda item 2035-325, urging the Mayor and Council to stop adding new apartment developments, stating that they make areas less desirable and worsen traffic and safety issues. Drawing on extensive experience in real estate, the speaker said that owner-occupied housing, such as condominiums and townhomes, is a better alternative when increased density is needed. They recommended pausing apartment approvals until a sustainable plan is developed, emphasizing that continued growth is not always necessary for a city's prosperity.

Charlotte Osborn, commented on agenda item 2025-361, appreciated the inclusion of the TPB and PG&T recommendations being incorporated in the city's Park Plaza design. She emphasized that new trees will only survive and deliver lasting benefits if they are planted with sufficient soil volume, appropriate base materials, and good drainage. Trees placed in compacted or poor soil often fail and become long-term liabilities. Using tools such as expanded soil areas, connected tree pits, tree islands, and structural soil, sometimes with minimal reductions to park space, greatly improves tree survival, protects the city’s investment, and allows trees to reach their full size and environmental benefits compared to those planted in constrained conditions.

Terry Sutton, commented on agenda item 2025-36. Expressed that trees with adequate soil and space—such as those in Thrasher Park and behind City Hall—show strong shape and healthy growth, even in parking areas. In contrast, trees in narrow downtown sidewalk planters grow less vigorously, whereas wider planters support better tree health.

Tixie Fowler, 2025-325. In reviewing the appeal, Council should apply Architectural Review Board standards

as if reviewing the project for the first time. She emphasized that ARB responsibilities include evaluating a structure's size, mass, and overall character, not just its appearance. She stressed the importance of preserving the city's established character and historic feel, noting that new construction should respect Norcross's long-standing identity rather than reflect only recent development trends.

Joe Beach, commented on agenda item 2025-325, echoing concerns about the city survey, which shows residents oppose additional apartments. He also criticized what he described as poor communication from the city, saying residents are not adequately informed about council meetings and planning sessions. He expressed frustration that decisions appear to be made without sufficient public awareness or engagement, which he believes limits community participation.

Ann Beach, described how trees identified for removal were cut down, but some were left dumped near a creek instead of being properly removed or reused. They express concern that this creates an unattractive area that could otherwise be improved, and question whether the city council is prioritizing the city’s appearance and the quality of the pedestrian experience, noting that sidewalks should be clean, appealing, and enjoyable.

Jim Eyre, The expanded downtown parking project has made strong progress and is ready to move from 40% to 60% design. Thanks were given for support with financing, the 9 South Peachtree acquisition, and shared parking efforts. The project aligns with the Comprehensive Plan and supports growth and housing needs in Norcross, recognizing changing market trends and the importance of providing rental and flexible living options to attract younger generations.

Eleanor Gilchrist, expressed concern about the extent of the city's architectural control over new development, particularly multifamily housing. They believe recent apartment construction does not align with Norcross's historic character and worry that future projects could further harm the city's appearance. The speaker emphasizes the importance of strong design standards and city oversight to ensure new buildings, landscaping, and overall appearance are compatible with the historic area.

Donna Glaze, commented on agenda item 2025-325, thanking the city for recent updates on the barbershop and insurance company, and expressing appreciation for positive community developments. They voice concern about the growing number of apartments and suggest cottages as a better alternative, noting that cottage-style housing feels more welcoming, attractive, and community-oriented. The speaker also shares feedback from residents on trust in city leadership, emphasizing the importance of transparency, consistency, and maintaining a strong reputation in public service.

C. Board Updates

None

D. General Updates

E. Council- General Discussions

F. City Manager's Report

G. Board Appointments

There are no board appointments or reappointment for the Mayor and Council to consider at this time.

H. Items for Discussion

1. 2025-361: Expanded Downtown Parking Planning and Design

RESULT:
Referred to the January 5 Regular Council Meeting.

2. 2025-360: Updates to the 2045 Comprehensive Plan

RESULT:
Referred to the January 5 Regular Council Meeting.

3. 2025-325: City Council Appeal of ARB Approval of COA2025-037

RESULT:
Referred to the January 5 Regular Council Meeting.

4. 2025-358: Adoption of the Norcross Public Arts Commission Bylaws

RESULT:
Referred to the February 16 Policy Work Session.

5. 2025-357: Budget Amendment for Norcross Elementary Paint Love Mural Sponsorship

RESULT:
Referred to the January 5 Regular Council Meeting.

6. 2025-410: Award of Contract for Lillian Webb Park Railing

RESULT:
Referred to the January 5 Regular Council Meeting.

7. 2025-327: Amendment to Purchasing Provisions within the Norcross Code of Ordinances and Financial Policy

RESULT:
Referred to the January 5 Regular Council Meeting.

8. 2025-359: Abandonment of City Right of Way on Lawrenceville Street

RESULT:
Referred to the January 5 Regular Council Meeting.

9. 2025-411: City Financing of the DDA Acquisition’s of 9 South Peachtree Street

RESULT:
Referred to the January 5 Regular Council Meeting.

10. 2025-412: Intergovernmental Agreement with the Downtown Development Authority regarding 80 and 94 Wingo Street.

RESULT:
Referred to the January 5 Regular Council Meeting.

11. 2025-413: Election of Mayor Pro Tempore for 2026

RESULT:
Referred to the January 5 Regular Council Meeting.

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

The meeting adjourned to Executive Session for Personnel and Real Estate matters at 9:38 PM, following a motion by Councilmember Gaynor, seconded by Mayor Pro Tem Cheek, approved unanimously.

J. Signed by _____ Mayor Craig Newton

K. Attest _____ Monique Philip, City Clerk

City of Norcross

Oath of Office

Mayor Craig Newton

"I, Craig Newton, do solemnly swear (or affirm) that I will faithfully perform the duties of Mayor of the City of Norcross, Georgia, and that I will support and defend the Charter and Code thereof as well as the Constitution and laws of the State of Georgia and of the United States of America."

"I, Craig Newton, swear (or affirm) that I am not incumbent in any office of trust under the government of the United States, any other state, or any foreign state, which by the laws of the State of Georgia, I am prohibited from holding, and should I seek such, my resignation from office shall be instanter;"

I, further swear (or affirm) that I am not the holder of any unaccounted for public money due this or any other State or political subdivision or authority thereof;"

I, further swear (or affirm) I am qualified to hold the office for which I have been elected, and for so long as I am serving as a Mayor of the City of Norcross, Georgia, I do solemnly swear (or affirm) that I will faithfully perform and discharge the duties of my elected office, conscientiously and without malice or partiality, to the best of my ability;"

So Help Me God.

January 5, 2026

_____

Chief Magistrate Judge Kenneth Wickham

_____

Attest: Monique Philip, City Clerk

City of Norcross

Oath of Office

Councilmember Matthew Myers

"I, **Matthew Myers**, do solemnly swear (or affirm) that I will faithfully perform the duties of Councilmember of the City of Norcross, Georgia, and that I will support and defend the Charter and Code thereof as well as the Constitution and laws of the State of Georgia and of the United States of America."

"I, **Matthew Myers**, swear (or affirm) that I am not incumbent in any office of trust under the government of the United States, any other state, or any foreign state, which by the laws of the State of Georgia, I am prohibited from holding, and should I seek such, my resignation from office shall be instanter;"

I, further swear (or affirm) that I am not the holder of any unaccounted for public money due this or any other State or political subdivision or authority thereof;"

I, further swear (or affirm) I am qualified to hold the office for which I have been elected, and for so long as I am serving as a Councilmember of the City of Norcross, Georgia, I do solemnly swear (or affirm) that I will faithfully perform and discharge the duties of my elected office, conscientiously and without malice or partiality, to the best of my ability;"

So Help Me God.

January 5, 2026

_____

Chief Magistrate Judge Kenneth Wickham

_____

Attest: Monique Philip, City Clerk

City of Norcross

Oath of Office

Councilmember Bruce Gaynor

"I, **Bruce Gaynor**, do solemnly swear (or affirm) that I will faithfully perform the duties of Councilmember of the City of Norcross, Georgia, and that I will support and defend the Charter and Code thereof as well as the Constitution and laws of the State of Georgia and of the United States of America."

"I, **Bruce Gaynor**, swear (or affirm) that I am not incumbent in any office of trust under the government of the United States, any other state, or any foreign state, which by the laws of the State of Georgia, I am prohibited from holding, and should I seek such, my resignation from office shall be instanter;"

I, further swear (or affirm) that I am not the holder of any unaccounted for public money due this or any other State or political subdivision or authority thereof;"

I, further swear (or affirm) I am qualified to hold the office for which I have been elected, and for so long as I am serving as a Councilmember of the City of Norcross, Georgia, I do solemnly swear (or affirm) that I will faithfully perform and discharge the duties of my elected office, conscientiously and without malice or partiality, to the best of my ability;"

So Help Me God.

January 5, 2026

_____

Chief Magistrate Judge Kenneth Wickham

_____

Attest: Monique Philip, City Clerk

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

AGENDA REPORT

To: Mayor & Council

From: David Versel, Economic Development Director
Presentation by Kimley-Horn Staff

Meeting Date: January 5, 2026 – Mayor & Council Meeting

Item No.: 2025-360

Title: Amendment to the 2045 Comprehensive Plan

CC: Eric Johnson, City Manager
Tracy Rye, Assistant City Manager

Recommendation
Approval of the proposed amendment to the Comprehensive Plan to present a refined vision for growth and development in Norcross that will establish a framework for subsequent amendments to the Unified Development Ordinance (UDO) and provide guidance to Mayor & Council when considering future development proposals.

Background
The City of Norcross retained Kimley-Horn in May 2025 to amend its 2045 Comprehensive Plan. Unlike the 2024 update, this amendment was not intended to be a complete overhaul of the plan. The intent was to review Character Area boundaries and narratives to identify how they could be in better alignment with the City's vision. A key part of Kimley-Horn's work was citizen and stakeholder engagement, including direct public engagement at four community events, a Community Survey that generated more than 500 responses, and interviews with key civic and business leaders. Summaries of results from the public engagement process are included as attachments.

Kimley-Horn completed a full draft of the plan amendment on November 17, 2025. A public hearing on the amendment was held at the December 3, 2025 Planning & Zoning (P&Z) Board meeting, and the P&Z Board voted 4-0 to recommend approval of the proposed amendment as presented by Staff. The plan amendment was presented to Mayor & Council by Kimley-Horn at the December 15, 2025 Policy Work Session. Kimley-Horn revised the draft plan document based on direction from Mayor & Council at this meeting. Summaries of citizen input and comments by Mayor & Council from this meeting are provided in the Updates section below.

No substantive changes have been recommended to the Visions, Goals, and Policies section of the plan. Instead, the plan amendment is focused on the boundaries and narratives of some of the character areas and minor adjustments to the recommended land uses. A summary of these changes follows.

Character Area Changes
- Character Area 1 – Atlantic/Peachtree Industrial Boulevard:

    - The boundary of this character area has been amended to shift parcels located south of Holcomb Bridge Road from Character Area 2 into this area.
    - Proposed changes to the narrative for this character area emphasize the need to taper the density of development from higher levels adjacent to Peachtree Industrial Boulevard and Jimmy Carter Boulevard to lower densities adjacent to single-family residential neighborhoods in Character Areas 4 and 5.

- Character Area 2 – Medlock/Peachtree Industrial Boulevard:
    - As noted above, parcels to the south of Holcomb Bridge Road have been shifted to Character Area 1.
    - Along the north side of Holcomb Bridge Road, the lower density residential and commercial properties to the west of Queens Court have been shifted from this area into Character Area 4.
    - Proposed narrative changes would encourage the retrofitting and infill of developed sites in this area rather than complete redevelopment.

- Character Area 3 – Pinckneyville: NO CHANGES

- Character Area 4 – North Peachtree Street Neighborhoods:
    - As noted above, some parcels along the north side of Holcomb Bridge Road have been shifted from Character Area 2 into this area.
    - The medium-density residential and industrial properties along Langford Drive north of Cole Court have been shifted from this area into Character Area 8.
    - Proposed narrative changes encourage the use of Accessory Dwelling Units (ADUs) to promote flexibility for property owners without altering the overall low-density character of this area.

- Character Area 5 – Hopewell Woods:
    - Proposed narrative changes for this area would remove the prohibition on multifamily development to the west of West Peachtree Street but would still limit new residential development to medium density levels (below to 12 units/acre).

- Character Area 6 – BuHi/Carter Activity Center has been expanded to shift properties outside of the historic district along South Peachtree Street from Character Area 7A into this area. As noted below, parcels fronting on Buford Highway to the north of Norcross-Tucker Road have been shifted into Character Area 7B.

- Character Area 7 – Town Center: This area has been split into two subareas to better reflect the distinction between the city's historic downtown core and the redeveloping Buford Highway corridor. For each of these recommended sub-areas, the following adjustments to their boundaries are proposed:
    - Character Area 7A – Historic Downtown Norcross:
        - This area has been adjusted to better align with the historic district, with several commercial parcels along South Peachtree Street to the south of Norcross-Tucker Road shifted into Character Area 6
        - The narrative emphasizes the importance of maintaining the historic, small-town character of this area and limits residential development to medium density levels (below 12 units per acre).
    - Character Area 7B – BuHi District:
        - Parcels fronting on Buford Highway between Norcross-Tucker Road and Beaver Ruin Road have been shifted from Character Areas 6 and 9 into this area.
        - The narrative clarifies that this district is intended to promote mixed-use development with higher densities along Buford Highway but lower densities closer to the historic downtown core.
        - The narrative also includes text aimed at preserving legacy businesses that are compatible with the city's vision for Buford Highway while transitioning away from auto-oriented uses.

- Character Area 8 – Langford Road Industrial Center:
    - As noted above, the medium-density residential and industrial properties along Langford Drive north of Cole Court have been shifted from Character Area 4 into this area.
    - The narrative removes previous references to loft-style housing and live-work opportunities, as this area's industrial character is not compatible with residential uses.

- Character Area 9 – Summerour:
    - As noted above, parcels fronting on Buford Highway south of Beaver Ruin Road have been shifted into Character Area 7B from this area.

- Character Area 10 – South Cemetery Street: NO CHANGES

- Character Area 11 – South Norcross Neighborhoods: NO CHANGES

- Character Area 12 – I-85 Activity Center:
    - The previous narrative referenced proposals for high-capacity transit that had been planned by Gwinnett County and the proposed annexation and redevelopment of the OFS campus. Since these proposals are no longer active, the narrative for this area has been adjusted accordingly.
    - Language has been added to the narrative to address the need to anticipate and address the potential impacts of the potential widening of I-85 on this area and to note the need to address stormwater issues in this area.

Changes to Recommended Land Uses and Definitions

The plan amendment recommends the following adjustments to the Land Uses by Character Area table and related definitions:

- The definition of Mixed-Use is proposed to be amended to allow this category to include adjacent uses on the same parcel and not just vertically stacked mixed-use developments.
- The category of Skilled Nursing Facilities has been removed from the table, as it was deemed to be too specific a land use category to be considered as part of the Comprehensive Plan.
- In Character Area 1, Heavy Commercial uses are recommended to be allowed in the areas along Pacific Boulevard and Peterson Place that are currently zoned exclusively for industrial and commercial uses.
- Two changes are recommended for Character Area 7B to reflect its separation from Character Area 7A:
    - Regional-level commercial or office uses of 50,000 sq. ft. or more would be permitted, as they are compatible with the higher-intensity vision for Buford Highway.
    - Similarly, High-Density Residential uses in excess of 12 units per acre would be permitted throughout this character area.

Updates

As noted, the draft plan amendment was presented and discussed at the Policy Work Session on December 15, 2025. Comments from this meeting are summarized below. Staff met with Kimley-Horn after this meeting and made changes to the plan document. These changes are shown in Attachment 2 to this agenda item.

Additionally, the draft plan amendment document was submitted to Mr. Donald Shockey, Senior Planner with the Atlanta Regional Commission (ARC), to ensure that the plan amendment was in compliance with the Minimum Standards and Procedures for Local Comprehensive Planning as defined in Chapter 110-12-1 of the Rules of the Georgia Department of Community Affairs. Mr.

Shockey confirmed in an email dated 12/30/25 that ARC staff classifies the proposed amendment as a “minor change” to the adopted plan and that ARC does not intend to conduct a formal review prior to its approval by the City of Norcross.

The following points summarize input from the December 15 meeting.

Citizen Input
A total of 13 citizens addressed Mayor & Council at the 12/15/25 meeting, with most specifically speaking about the Comprehensive Plan.

- Many raised concerns about the continued development of multifamily apartments in the city, with several of these citizens stating a preference for condominiums, senior housing, townhomes, cottages, mixed-use developments, and other alternatives.
- Multiple citizens stated that they would like to see more retail, restaurants, and community-oriented businesses in the city.
- Several citizens commented on the need to address infrastructure issues, specifically traffic congestion and stormwater.
- One citizen asked if the dividing line between Character Areas 7A and 7B could be moved to differentiate between single-family uses closer to the historic core and higher intensity uses along Buford Highway.
- One citizen commented that the city needs to work to diversify its housing stock to ensure that younger people can afford to live in Norcross and to drive demand for the businesses that the community would like to see.
- Other comments addressed the City’s processes, specifically the need for better communications and for architectural review of new developments.

Comments by Mayor & Council

- General comments on the plan:
    - Multiple CMs stated for the benefit of the public that the comprehensive plan presents an overarching vision for future growth and development in the City but that it has no force of law and does not directly result in any changes to the zoning of specific properties.
    - There was consensus among M&C to add language to the narrative in multiple character areas addressing the City’s desire for more age-restricted/senior housing.
    - A comment was made regarding the need to protect residential neighborhoods from noise and visual impacts from adjacent industrial and commercial uses.
    - Multiple CMs shared the sentiment that density was not inherently negative but that the location of higher-density development must be carefully planned to ensure that it does not negatively impact mature residential and commercial areas.
    - Multiple questions and comments were raised regarding the findings of the survey and public engagement. It was suggested to add a slide to the presentation for the January RCM discussing the survey results.
- Comments on specific Character Areas:
    - In response to citizen input, M&C discussed altering the proposed boundary between Character Areas 7A & 7B. Consensus was to have the boundary align with Magnolia Street throughout the district. A recommendation was made to follow the former location of Bostic Street to have the boundary cut through the middle of Lillian Webb Park.
    - There was consensus among M&C to add language and images/graphics to Character Areas 1 and 7B to discuss the tapering of heights and densities from major thoroughfares such as Jimmy Carter Boulevard, Peachtree Industrial Boulevard, and Buford Highway to adjacent residential and lower-density commercial areas.
    - A comment was made that the narrative for Character Area 12 needed to address the possible impact of the proposed widening of I-85 on this area and that stormwater issues in this area needed to be addressed as well.
- Comments on Character Area maps:

- Kimley-Horn was asked to prepare two versions of the Character Area maps for the January 5 RCM: 1) the version presented at the December 15 PWS, and 2) a new redlined version showing suggested changes.
- Kimley-Horn was asked to provide higher resolution maps in the next iteration of the plan.

Financial Impact

N/A

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

NA – this agenda item pertains to the Comprehensive Plan itself.

Next Steps

Staff is actively working on preparing proposed amendments to the UDO that are intended to better align the UDO with the vision, goals, and policies of the Comprehensive Plan. These amendments will include provisions to give additional discretion to Mayor & Council when considering potential higher-intensity developments, particularly in the CX Commercial Mixed Use and BH Buford Highway zoning districts. These amendments will be discussed at the January Planning & Zoning Board meeting and will be on the agenda for the January 20, 2026, Policy Work Session.

Attachments

1. Consultant Presentation to Mayor & Council
2. Vision Section of the Comprehensive Plan- Tracked Changes
3. Vision Section of the Comprehensive Plan- Amendments Incorporated
4. Future Development Map – from 12/15/25 Policy Work Session
5. Future Development Map – revisions for 1/6/26 Regular Council Meeting
6. Summary of Survey Results
7. Public Engagement Summary

2045 Norcross Comprehensive Plan Amendment
City Council Meeting – January 5, 2026

Kimley»Horn

NORCROSS
a place to imagine

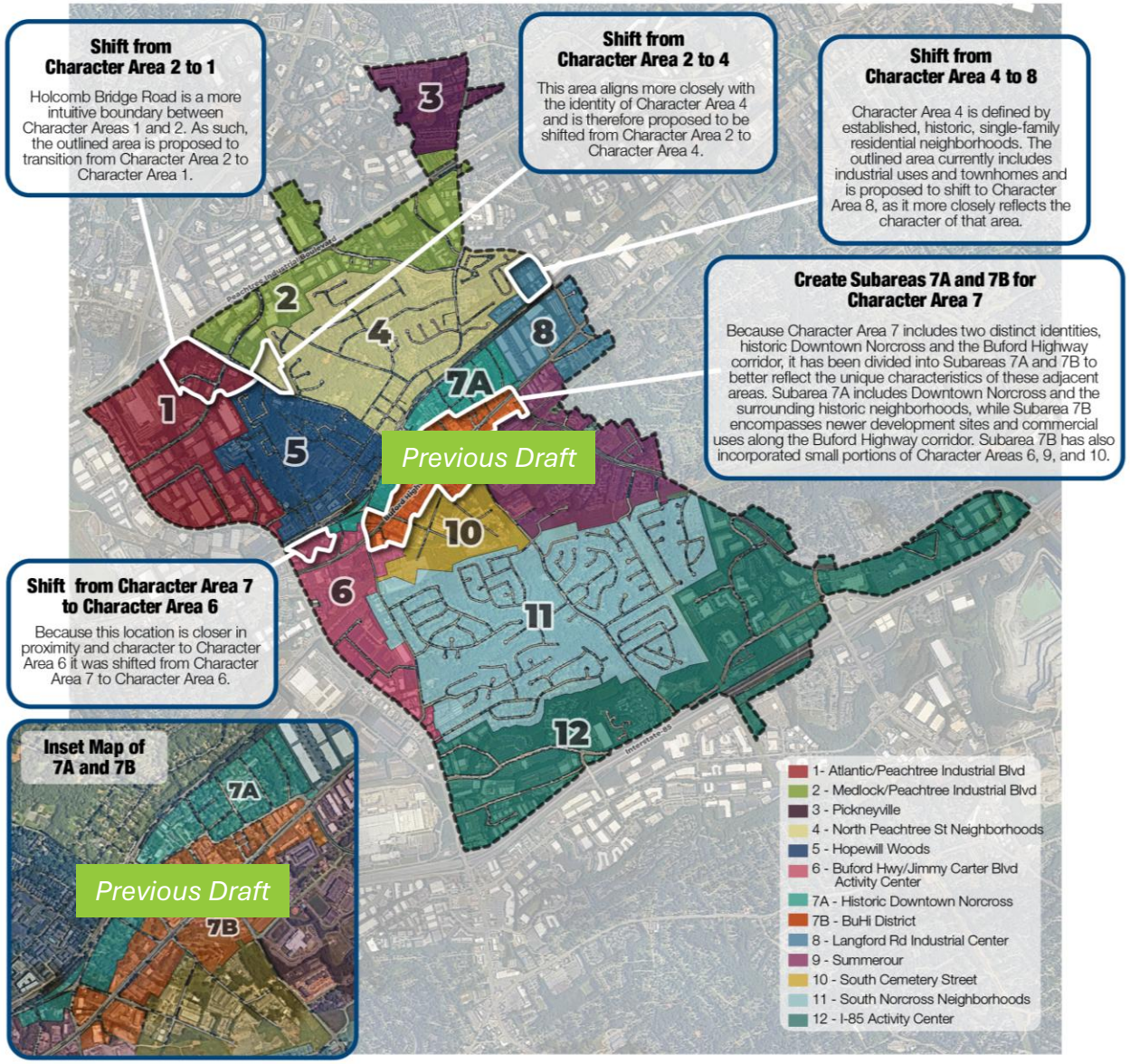
NORCROSS
IMAGINE OUR FUTURE

Community Engagement

- Pop-Ups at Community Events
  - Cookout with Council
  - Summerour Community Engagement Fair
  - Pedal Norcross
  - Norcross Day of Play
- Stakeholder Meetings
  - Meetings with City Councilmembers
  - Downtown Development Authority
  - Discussion with developers
- Online Survey
  - 500+ Responses

Changes Previously Discussed

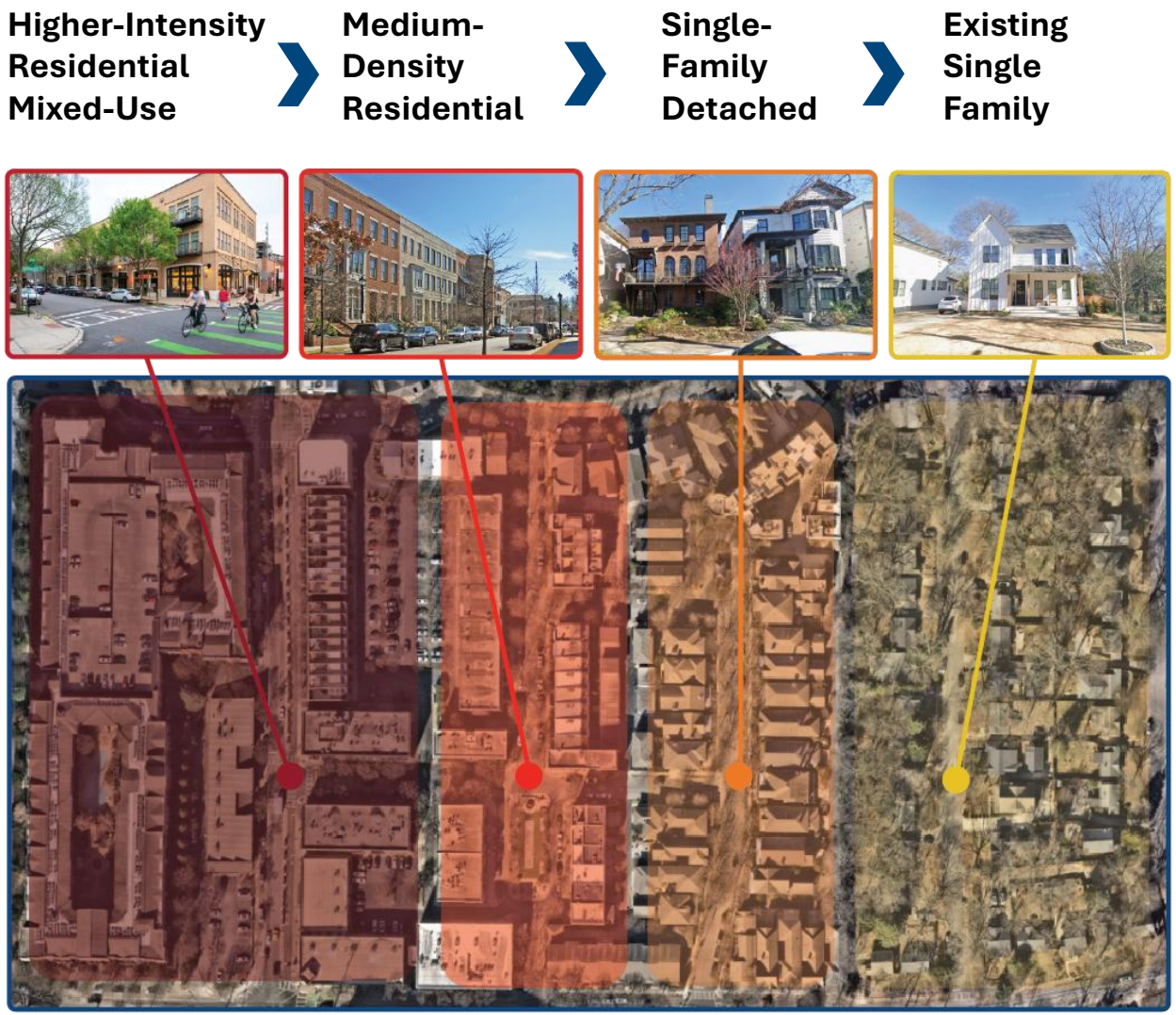
- **Minor boundary and narrative changes** to reflect city's vision and better delineate character areas
- **Character Area 7A** – Historic Downtown Norcross
  - Maintain the historic, small-town character
  - Limit residential development to medium density levels
- **Character Area 7B** – BuHi District
  - Promote mixed-use development
  - Higher density development fronting Buford Highway
  - Transition to smaller scale near the Historic Downtown
  - Preserve local businesses along Buford Highway while transitioning away from auto-oriented uses



Character Area 7 boundary has been amended

Revisions made since December 15 City Council Work Session

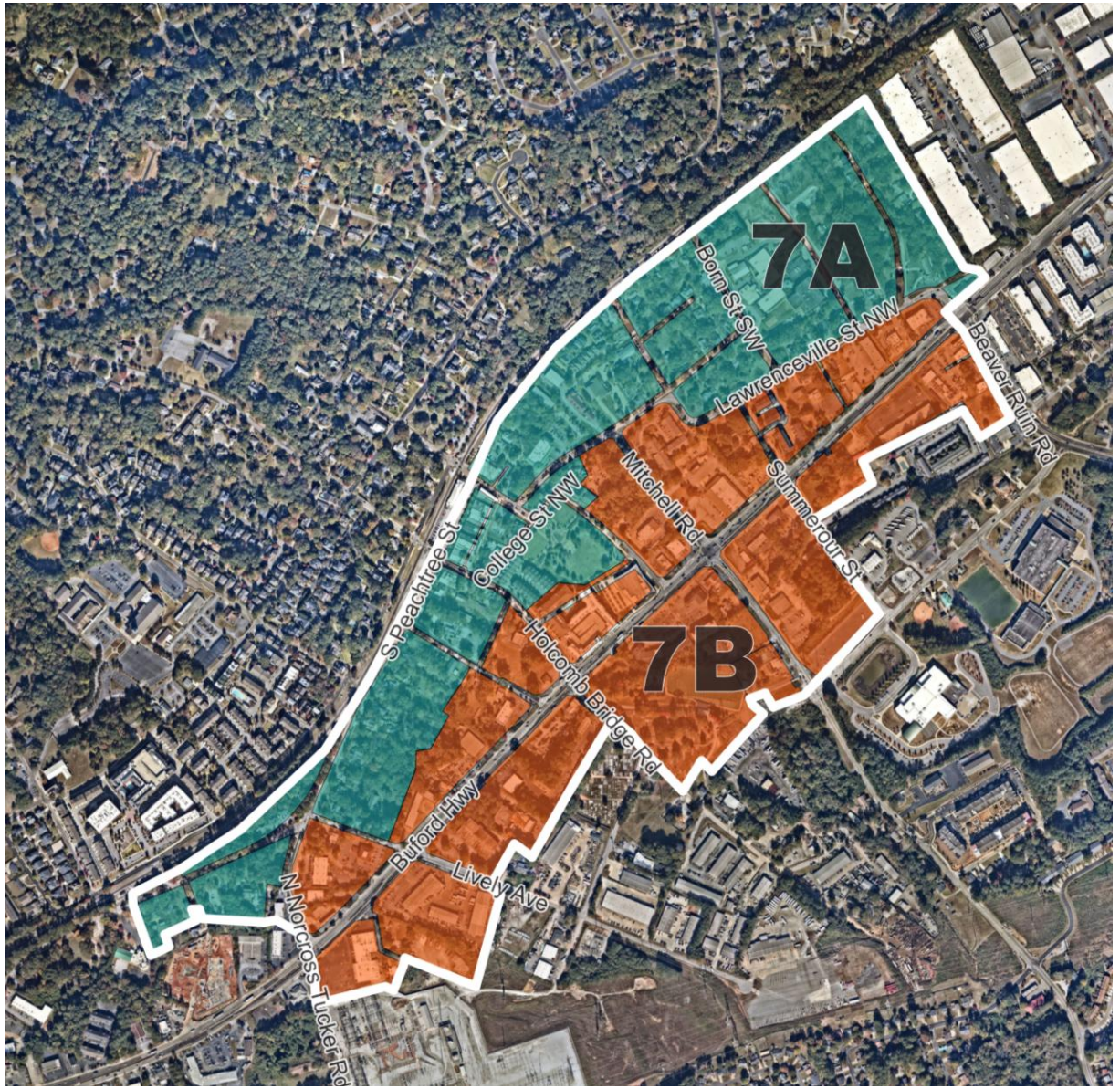
- **Transitions:** Added graphic depicting appropriate transitions (Character Areas 1 and 5)
- **Senior housing:** Added language encouraging housing development for a diversity of ages (Character Areas 1 and 7)
- **Stormwater:** Added language to address stormwater needs and impacts from regional projects (Character Area 12)
- **Industrial impacts:** Added language to ensure impacts from industrial areas are minimized and mitigated
- **Additional guidance:** Added language ensure new high-density/multi-family developments are in keeping with the desired vision for the City



Character Area 7

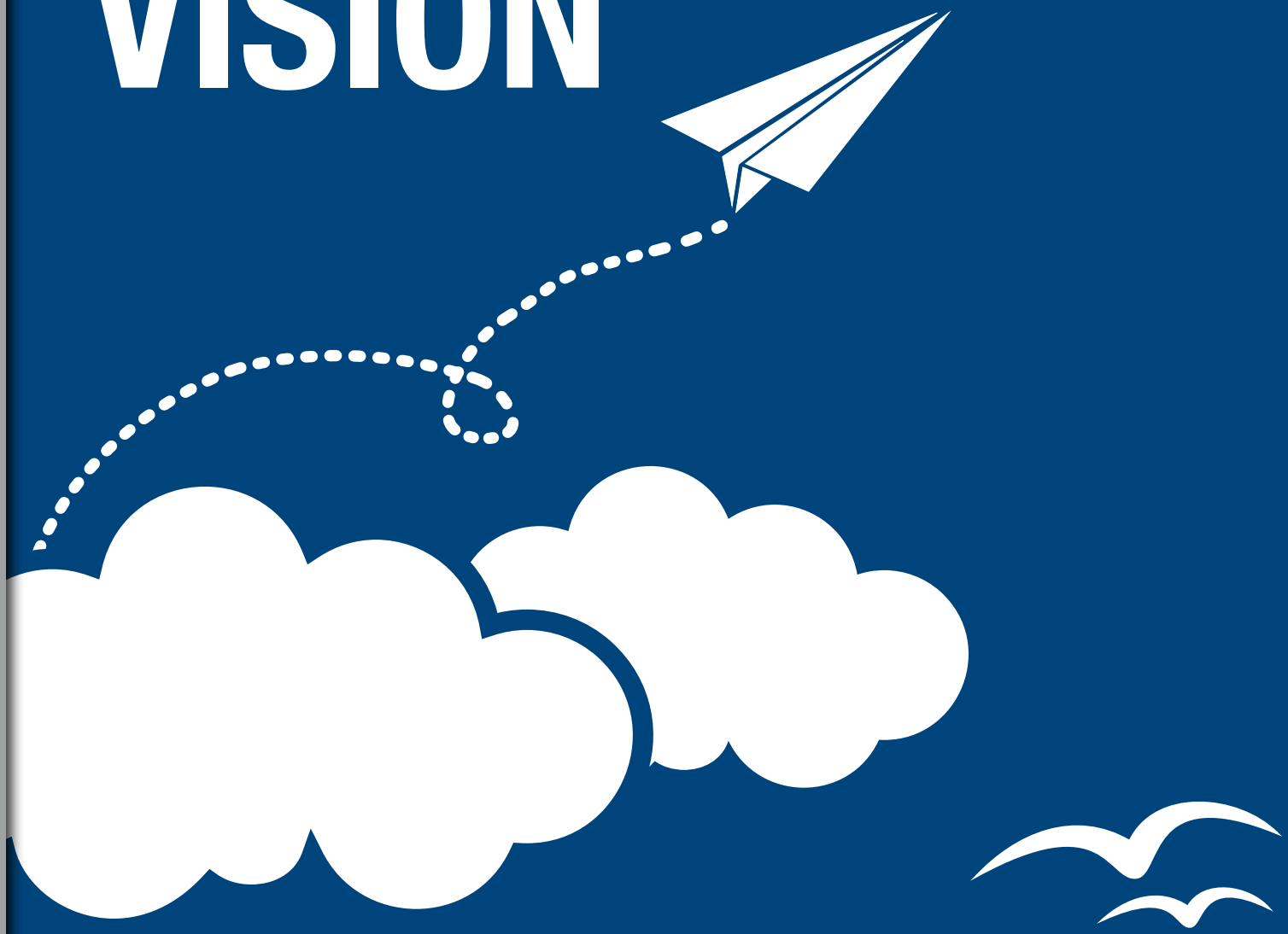
Adjusted boundary for Subareas 7A and 7B

- Character Area 7A now includes:
  - Lillian Webb Park
  - Townhomes northwest of the Brunswick
  - Cultural Arts Center and nearby historic church and homes
- Character Area 7B now includes:
  - Properties that front Buford Highway
  - Properties south of Lawrenceville Street, east of The Rectory



Questions?

2 VISION



2

VISION

INTRODUCTION

The City of Norcross, Georgia is a diverse, engaged, and thriving community. It is a place that is proud of what it has achieved and where it wants to go. City leaders are committed to setting and meeting a realistic agenda that reflects the energy, passion, and endeavors that the community has for the future. Doing so has allowed Norcross to achieve and maintain a vibrant town center, competitive business environment, a desirable residential community, and an increasingly diverse population that feels included and welcome. People are happy to call Norcross home.

The strong history of planning for the City's future has strengthened this approach – beginning with the City's first iteration of its Comprehensive Plan, developed in the early 1990s, and extending through the numerous other studies and plans that have shaped the City's direction. The community's vision for the future is a function of its success to date in plan implementation.

This chapter illustrates the community's hope for Norcross' future through three elements:

1. **Vision Statement**
2. **Goals**
3. **Policies**
   - Citywide Policies
   - Character Area Narratives

DRAFT

VISION STATEMENT

This plan is inspired by the City's vision statement, which was co-created by community members to set an aspirational, inspirational idea of what Norcross is working to become. This big idea is brought down to earth by associated goals, policies, and action items to address the priority needs and opportunities and bring the vision to life.

1

> "Norcross will be a dynamic and welcoming community in which generations of diverse people can engage, create, contribute, and flourish."

2

GOALS

Building on the vision, there are six overarching goals that will help shape the City's direction. These goals are based on both analysis of existing conditions and trends, as well as the priorities voiced by the community, captured in a series of stakeholder interviews, Steering Committee meetings, and workshops.

3

POLICIES

The City's policies provide direction for its general operating procedures. They describe how elected officials and staff should make ongoing decisions and prioritize resources in line with the community's vision. They not only inform the types of projects the City needs to plan for now, but they also help decision-makers know how to proceed as new issues and opportunities arise that were not in play at the time this plan was written. The numbered policies on the following pages apply to the entire city. Character area narratives provide detailed guidance for each sub-area within Norcross.

PRIORITY NEEDS AND OPPORTUNITIES (CHAPTER 3)

4

ACTIONS

Near-term actions that can be taken to make progress on the City's goals have been organized into a Community Work Program in Chapter 4. They apply the guidance of the policies through the lens of specific, priority needs and opportunities that should be addressed over the next five years.

DRAFT

GOAL 1

Goal 1: Continue to define Norcross' unique sense of place, where nature-based and cultural assets are conserved and enhanced.

Norcross is a vibrant small city like no other in the Atlanta metropolitan region; residents and visitors know when they're in Norcross. Higher intensity employment focused developments along the city's edges give way to well-maintained neighborhoods, attractive commercial nodes, and a quaint historic downtown. Monumental gateway signage, attractive landscaping, streetscaping and context sensitive building design allow the city's distinctive districts to complement one another.

Policy 1-1: Protect the valued community character and aesthetics of existing neighborhoods by discouraging drive-through services, excessive signage, and inadequate screening near residential areas.

Policy 1-2: Redevelop and enhance existing commercial and industrial areas.

Policy 1-3: Support opportunities for infill development that reflects the neighborhood character.

Policy 1-4: Encourage mixed-use development and pedestrian-oriented design standards.

Policy 1-5: Encourage greenspace in all new development.

Policy 1-6: Regularly review the UDO in the light of new court rulings, best practices, and issues that may have arisen for possible amendment.

Policy 1-7: Support and promote the city's diversity through special events.

Policy 1-8: Protect natural resources, mature tree canopy, environmentally sensitive areas, and valuable historic, archaeological or cultural resources from human encroachment through land development regulations and/or incentives.

Policy 1-9: Add value to our community through landscaping, lighting, signage, underground utilities, and building design.

Policy 1-10: Pursue strategic land acquisition in support of the Parks, Greenspace and Trails Master Plan implementation.

Policy 1-11: Use gateway monuments, signage, and corridor improvements to reinforce the sense of place.

Policy 1-12: Reduce the adverse visual impact of the automobile and auto-related services.

Policy 1-13: Preserve and complement the traditional historic, architectural and landscape character of the Downtown core and surrounding neighborhoods, while guiding reasonable growth.

Policy 1-14: Regularly review code enforcement procedures and training to maintain and improve the community's appearance and overall quality of life.

Policy 1-15: Continue and expand a progressive code enforcement program in residential neighborhoods.

Policy 1-16: Expand and support the volunteer community and city partnership to organize volunteer assistance days for low-income residents facing code violations.

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GOAL 2

Continue to Strengthen Norcross as a Livable, Inclusive, and Safe Environment

Norcross is a welcoming community where all citizens thrive regardless of age, income or ethnicity. There is a wide variety of housing, shopping, recreation, and employment options in the city. Residents and visitors are safe and secure in their homes and on the go in the city.

Policy 2-1: Encourage transit-oriented development, or compact mixed-use areas, near transit routes.

P**olicy 2-2:** Support existing neighborhoods through regular public investment in recreational amenities and maintenance programs.

Policy 2-3: Promote walkable, bicycle friendly, safe neighborhoods.

Policy 2-4: Encourage walkability, interaction among businesses, clear visibility of entryways and centralized open space.

Policy 2-5: Provide pleasant, accessible public gathering places.

Policy 2-6: Encourage new parks and community facilities to be located as focal points in neighborhoods.

Policy 2-7: Support the increased availability of affordable, local, healthy food.

Policy 2-8: Integrate educational opportunities into parks and recreational services, public libraries, museums, and other cultural amenities.

Policy 2-9: Ensure adequate supplies of quality water through protection of ground and surface water sources.

Policy 2-10: Mitigate potential impacts from industrial development on nearby residential areas.

Policy 2-11: Encourage and incentivize the construction of publicly accessible plazas and greenspace through redevelopment.

GOAL 3

Increase Opportunities for Travel via Different Modes within and Outside the Community

Norcross is connected! Safe pedestrian and bicycle routes, including sidewalks, crosswalks, and multi-use trails provide connections between the city's activity hubs. The city's development policies and political leadership are supportive of increasing efficient transit services connecting Norcross with destinations throughout the Atlanta region.

Policy 3-1: Promote safe and efficient transportation for pedestrians, cyclists, transit riders, and drivers.

Policy 3-2: Support the expansion of regional transit access in Norcross.

Policy 3-3: Coordinate transportation improvements with existing and planned development.

Policy 3-4: Enhance the existing roadway network to improve safety and limit congestion.

Policy 3-5: Encourage parking to be located behind and to the side of buildings.

Policy 3-6: Improve pedestrian and bicycle access to existing facilities.

Policy 3-7: Create pedestrian-friendly streetscapes through public investment, zoning regulations and design guidelines.

Policy 3-8: Balance the needs of freight traffic with minimizing impacts to the community.

Policy 3-9: Support the Gateway85 CID's investment in local transportation improvements.

Policy 3-10: Work with Gwinnett County and Georgia DOT regarding congestion on major corridors.

Policy 3-11: Apply smart city technologies in a practical and fiscally responsible manner, such as the adoption of smart parking in the downtown area, as new technologies and best practices emerge.

DRAFT

GOAL 4

Maintain a Vibrant Economy and Continue to Facilitate Job Growth

City staff and leaders are responsive to the needs of current businesses and work with owners to support their growth. The wide variety of development options available in Norcross – spaces for lease, purchase, and properties for development and redevelopment are aggressively marketed. City staff and leaders continually work to recruit businesses that support the city's vision and development goals.

Policy 4-1: Support programs for retention, expansion and creation of businesses that enhance our economic well-being, particularly those in target industries.

Policy 4-2: Find opportunities to connect firms (especially those in target industries) to Norcross high schools.

Policy 4-3: Partner with local schools and community organizations to support students and their parents so they can fully engage in the Norcross economy.

Policy 4-4: Encourage the development of downtown as a vibrant center for culture, government, dining, residential, and retail diversity.

Policy 4-5: Provide ongoing support for Business Retention, Recruitment and Expansion.

Policy 4-6: Target reinvestment in declining, existing neighborhoods to further encourage private sector redevelopment and accommodate future growth.

Policy 4-7: Accommodate new development while enhancing existing local assets.

Policy 4-8: Prepare Norcross residents to be work-ready employees.

Policy 4-9: Support local entrepreneurs in building future-ready businesses.

Policy 4-10: Invest in parks and open space to encourage private reinvestment.

Policy 4-11: Maintain and support citywide access to broadband services.

GOAL 5

Ensure that Norcross Residents have a Variety of Attainable, Quality Housing Options

Policy 5-1: Accommodate the housing needs of a diverse population by supporting the development of a variety of residential types and densities based on land use patterns.

Policy 5-2: Support the construction of workforce housing to help ensure that all those who work in the community have a viable option to live in the community without spending more than a third of their net income on housing costs.

Policy 5-3: Protect residential areas through continued, targeted code enforcement.

Policy 5-4: Encourage residential development downtown to activate and diversify the area.

Policy 5-5: Collaborate with other jurisdictions to address affordable housing and regional location efficiency needs.

Policy 5-6: Assist residents in keeping their existing homes safe and free from hazards.

Policy 5-7: Support the development of equitable housing that is safe, and free from health hazards through the application of National Healthy Housing standards.

Policy 5-8: Enable and encourage mixed income affordable housing concurrent with new, high-standard design development.

Policy 5-9: Ensure that new **high-density/**multi-family developments are in keeping with the desired vision for the City through a transparent rezoning and permitting process that provides opportunities for public comment and review.

Policy 5-10: Seek grant opportunities for owner-occupied rehabilitation of homes such as Community Home Investment Program (CHIP) grant for owner-occupied rehabilitation of homes.

DRAFT

GOAL 6

Goal 6: Further the City's tradition of strong representational leadership and a high level of quality services.

Norcross is a well-managed city that works cooperatively with adjacent governments to reach common goals. The city maintains an open-door government that actively strives to positively engage all citizens and community groups. City services not only maintain health, safety and welfare but also promote a well-rounded community.

Policy 6-1: Continue efforts to reach out to the diverse population within Norcross through existing community groups and local businesses

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

Policy 6-3: Do not over commit to long-term operation and maintenance costs in making capital investments.

Policy 6-4: Coordinate public facilities and services with land use planning to promote efficient public investments.

Policy 6-5: Regularly coordinate with adjacent local governments to ensure residents, property owners, and business owners are receiving top tier public services

Policy 6-6: Support existing schools and encourage new opportunities to expand access to education.

Policy 6-7: Use technology to simplify and expedite city applications and processes for community members.

Policy 6-8: Welcome all members of the community to engage by translating materials in multiple languages.

Policy 6-9: Lead by example with efficient and resilient City-owned buildings.

Policy 6-10: Ensure comprehensive and convenient recycling opportunities are available to residents and businesses.

Policy 6-11: Contribute to Regional Water Management Plan and enforce plan.

Policy 6-12: Coordinate infrastructure planning with the County for sewer and road improvements.

Policy 6-13: Partner with Norcross school cluster to maximize community access to school sports fields.

Policy 6-14: Continue to support community watch and safety programs such as the Business Watch Program, the Child Safety Seat Program, the Copper theft Initiative, the Citizen Police Academy, the Senior Citizen Check in program, and the Vacation Security Request Program.

Policy 6-15: Continue to support local arts and cultural events through the provision of facilities, logistics and marketing efforts.

Policy 6-16: Evaluate the Comprehensive Plan on an annual basis and use it as a tool in prioritizing the budget and annual work program.

DRAFT

CHARACTER AREA AMENDMENTS

The Future Land Use Map and corresponding policy framework are being amended in 2026 to better align with the city's vision. The project team conducted a comprehensive public engagement process, including a survey that received over 500 responses, four pop-up events held at the beginning and end of the planning process, and stakeholder meetings with City Council members, the Downtown Development Authority, and a panel of Norcross developers.

No substantive changes have been recommended to the Visions, Goals, and Policies section of the plan. Recommended changes instead focus on the boundaries and narratives of some of the character areas and minor adjustments to the recommended land uses. The plan has also been amended to reference the Parks, Greenspaces, Trails & Green Infrastructure Master Plan. A high-level summary of these changes follows.

Character Area Changes

Throughout the document, appropriate building heights have been modified to suggest that new development should match allowable heights in the zoning district and be compatible with the heights of existing structures in the area. The language has also been revised to reference bicyclists where pedestrians have been mentioned. The following summaries note amendments made in each Character Area.

Character Area 1 - Atlantic/Peachtree Industrial Boulevard

- The boundary of this character area has been amended to shift parcels located south of Holcomb Bridge Road from Character Area 2 into this area.
- Proposed changes to the narrative for this character area would lower allowable densities to the areas adjacent to single-family residential neighborhoods in Character Areas 4 and 5. The changes would also call for any high-density residential uses to be part of planned developments that include both commercial spaces and a mix of residential housing types **that support a diversity of ages.**

Character Area 2 - Medlock/Peachtree Industrial Boulevard

- As noted above, parcels to the south of Holcomb Bridge Road have been shifted to Character Area 1.
- Along the north side of Holcomb Bridge Road, the lower density residential and commercial properties to the west of Queens Court have been shifted from this area into Character Area 4.
- Proposed narrative changes would encourage the retrofitting and infill of developed sites in this area rather than complete redevelopment.

Character Area 3 - Pinckneyville

- References to M1 have been removed as this is not a desired use in this area.

Character Area 4 - North Peachtree Street Neighborhoods

- As previously noted, some parcels along the north side of Holcomb Bridge Road have been shifted from Character Area 2 into this area.
- The medium-density residential and industrial properties along Langford Drive north of Cole Court have been shifted from this area into Character Area 8.
- Proposed narrative changes remove reference to property values in the area and encourage the use of Accessory Dwelling Units (ADUs) to promote flexibility for property owners without altering the overall low-density character of this area.

Character Area 5 - Hopewell Woods

- Proposed narrative changes for this area would remove the prohibition on multifamily development to the west of West Peachtree Street but would still limit new residential development to medium density levels (below to 12 units/acre).

Character Area 6 - BuHi/Carter Activity Center

- This area has been expanded to shift properties outside of the historic district along South Peachtree Street from Character Area 7A into this area. As noted below, parcels fronting on Buford Highway to the north of Norcross-Tucker Road have been shifted into Character Area 7B.

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Character Area 7 - Town Center

- This area has been split into two subareas to better reflect the distinction between the city's historic downtown core and the redeveloping Buford Highway corridor. For each of these recommended sub-areas, the following adjustments to their boundaries are proposed:

Character Area 7A - Historic Downtown Norcross

- As noted above, this area has been adjusted to better align with the historic district, with several commercial parcels along South Peachtree Street to the south of Norcross-Tucker Road shifted into Character Area 6
- The narrative emphasizes the importance of maintaining the historic, small-town character of this area and limits residential development to medium density levels (below 12 units per acre).

Character Area 7B - BuHi District

- Parcels fronting on Buford Highway between Norcross-Tucker Road and Beaver Ruin Road have been shifted from Character Areas 6 and 9 into this area.
- The narrative clarifies that this district is intended to promote mixed-use development with higher densities along Buford Highway but lower densities closer to the historic downtown core.
- The narrative also includes text aimed at preserving legacy businesses that are compatible with the city's vision for Buford Highway while transitioning away from auto-oriented uses.

Character Area 8 - Langford Road Industrial Center

- As previously noted, the medium-density residential and industrial properties along Langford Drive north of Cole Court have been shifted from Character Area 4 into this area.
- The narrative removes previous references to loft-style housing and live-work opportunities, as this area's industrial character is not compatible with residential uses.

Character Area 9 - Summerour

- As previously noted, parcels fronting on Buford Highway south of Beaver Ruin Road have been shifted into Character Area 7B from this area.

Character Area 10 - South Cemetery Street

- No changes

Character Area 11 - South Norcross Neighborhoods

- The narrative amends the vision for trails in the area, referencing the planned Beaver Ruin Creek Greenway.

Character Area 12 - I-85 Activity Center

- The previous narrative referenced proposals for high-capacity transit that had been planned by Gwinnett County and the proposed annexation and redevelopment of the OFS campus. Since these proposals are no longer active, the narrative for this area has been adjusted accordingly.
- **The narrative has been amended to reference the need for stormwater evaluation in the area and coordination with regional partners on I-85 projects.**

Changes to Recommended Land Uses and Definitions

The draft plan amendment recommends the following adjustments to the Land Uses by Character Area table and related definitions:

- The definition of Mixed-Use is proposed to be amended to allow this category to include adjacent uses on the same parcel and not just vertically-stacked mixed-use developments.
- The category of Skilled Nursing Facilities has been removed from the table, as it was deemed to be a too specific of a land use category to be considered as part of the Comprehensive Plan.
- In Character Area 1, Heavy Commercial uses are recommended to be allowed in the areas along Pacific Boulevard and Peterson Place that are currently zoned exclusively for industrial and commercial uses.
- Two changes are recommended for Character Area 7B to reflect its separation from Character Area 7A:
  - Regional-level commercial or office uses of 50,000 sq. ft. or more would be permitted, as they are compatible with the higher-intensity vision for Buford Highway.
  - Similarly, High-Density Residential uses in excess of 12 units per acre would be permitted throughout this character area.

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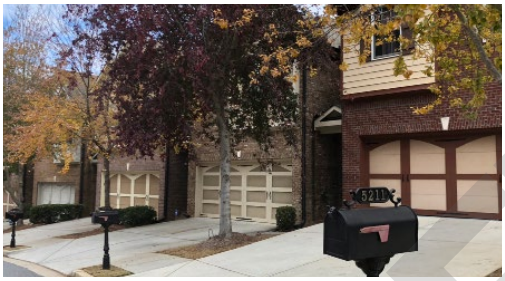

CHARACTER AREAS

The Future Development Map is a location-based vision and policy statement to help guide Norcross's elected officials, staff, and planning boards in future development and policy decisions. The Future Development Map divides the City of Norcross among twelve unique character areas as shown in Figure 2.1.

The map and corresponding policy framework is a tool to help make planning, zoning, and development decisions that are consistent with the vision and goals for the future.

DEVELOPMENT TRANSITIONS

As development and redevelopment occur across Norcross, context-sensitive transitions between different development types and intensities are essential. The graphic to the right illustrates how higher-intensity development can transition to lower-density, existing single-family neighborhoods.

New development steps down from multi-story mixed-use and multifamily buildings along busier roadways to townhomes and attached single-family homes, and then to new detached single-family homes that abut existing single-family neighborhoods. These transitions are important for preserving the character of established single-family areas while also creating vibrant, walkable, mixed-use places for all Norcross residents to enjoy.

High-Intensity Residential Mixed-Use → **Medium Density Residential** → **Single-Family Detached** → **Existing Single-Family**

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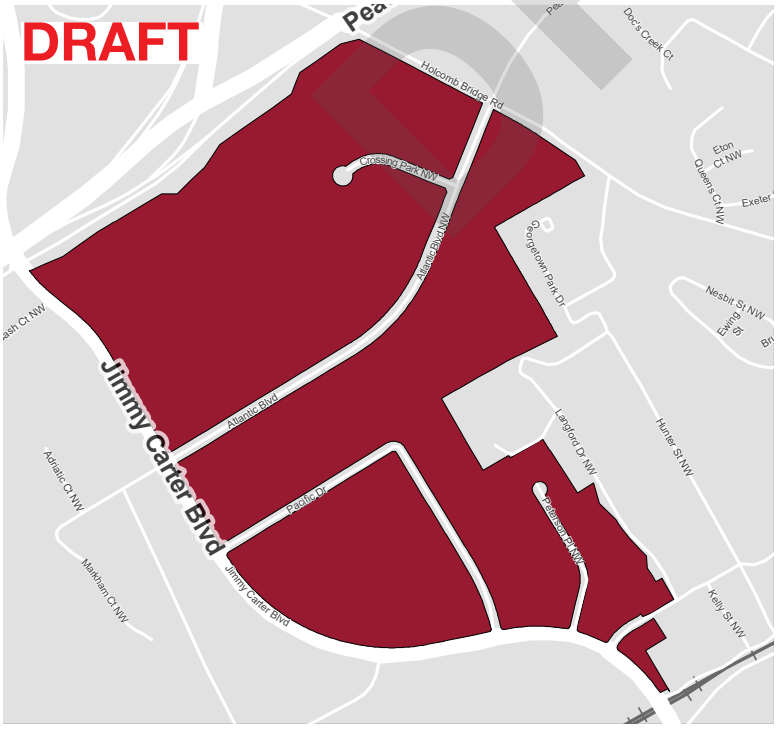
Figure 2.1. Future Development Map

Note

Future annexations will maintain the same character area policies and designations as those adopted by Gwinnett County for a period of at least one year following the effective date of the annexation. After which point, City Council may consider changes.

CHARACTER AREA 1
ATLANTIC/PEACHTREE INDUSTRIAL BOULEVARD



Vision

The Atlantic/Peachtree Industrial Boulevard gateway area is a welcoming entrance to the city and a major employment center focused on Jimmy Carter Boulevard:

- The area is known as a mixed-use employment center, with light industrial and flex space that round out the area as a dynamic business area
- Development intensity is highest along Jimmy Carter Boulevard and Peachtree Industrial Boulevard and should be lower in areas immediately adjacent to single-family residential neighborhoods
- High-density residential uses should be part of planned developments that include both commercial spaces and a mix of residential housing types
- The site of Stripling Elementary School in the area also serves as a focus of local community activities and is supported by housing in a mixed-use context **that serves a diversity of ages** within walking distance of the school
- As a gateway to the city at Jimmy Carter Boulevard and Peachtree Industrial Blvd a signature building/group of buildings will help define the character of the area
- A pedestrian and bicycle network provides connections both within this area and to adjacent residential neighborhoods and Historic Downtown

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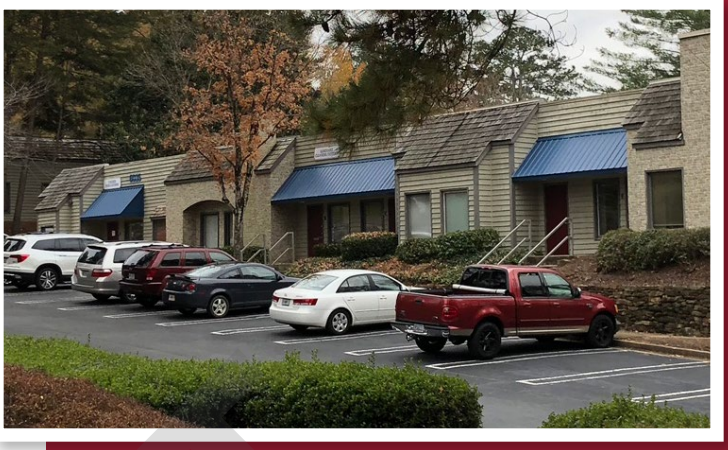
Appropriate Scale of development and land use policies

- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area ~~no more than 60 feet in height along Jimmy Carter Boulevard, Atlantic Boulevard, and Peachtree Industrial Boulevard, stepping down to 35 feet in height in areas adjacent to Holcomb Bridge Road and/or adjacent residential neighborhoods.~~
- Any residential uses should have good pedestrian and bicycle access to Stripling Elementary
- Limit new heavy commercial, auto-related or outdoor storage uses to properties fronting on Pacific Boulevard or Peterson Place
- Office, media (film, television, etc.), light manufacturing and related services are preferred uses

Implementation Measures

- Ensure adequate buffers to adjoining residential areas
- Improve sidewalk and pathway connections
- Maintain economic vibrancy of area
- Establish design standards for gateway areas
- Redevelopment of key sites



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CHARACTER AREA 2
MEDLOCK/PEACHTREE INDUSTRIAL BOULEVARD

Vision

Oriented along Peachtree Industrial Boulevard,the Medlock/PIB area is a mix of professional and institutional uses creating an established and aesthetically pleasing boundary along Peachtree Industrial Boulevard, the City of Peachtree Corners and adjoining residential areas. This is also the location of Paul Duke STEM High School.

- The area is hub of activity and connecting point for surrounding areas
- A dense area of mid-scale (25-50K square feet) retail and offices with corporate-focused amenities including hotels and training/conference facilities, connected by a system of sidewalks or multi-use paths
- Community facilities and institution(s) of higher education infuse the area with civic character
- A consistent design theme expressed through signage, architectural style, and landscape palette unifies the area and provides a sense of place unique to Norcross, yet complementary to a corporate campus character found in Peachtree Corners' Technology Park

DRAFT

Appropriate Scale of development and land use policies

- ~~Buildings should be no more than 60 feet in height, consistent with the corporate campus character of Technology Park~~
- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- Maintain visual buffers to help ensure compatibility with adjoining neighborhoods to the south
- Encourage location of small businesses and incubators, light industry and offices
- Consider first floor minimum heights in M1 to accommodate future industrial uses

Implementation Measures

- Retrofit and improve existing structures and consider infill site development where appropriate
- Coordination with Peachtree Corners and Gwinnett County on the physical design along the PIB Corridor
- Enhance the gateway signage at Medlock Bridge Road and Peachtree Industrial Boulevard
- Improved walkability through construction of sidewalks
- Implement landscape standards to establish desirable city edge
- Look for opportunities to better connect this area physically to Downtown Norcross

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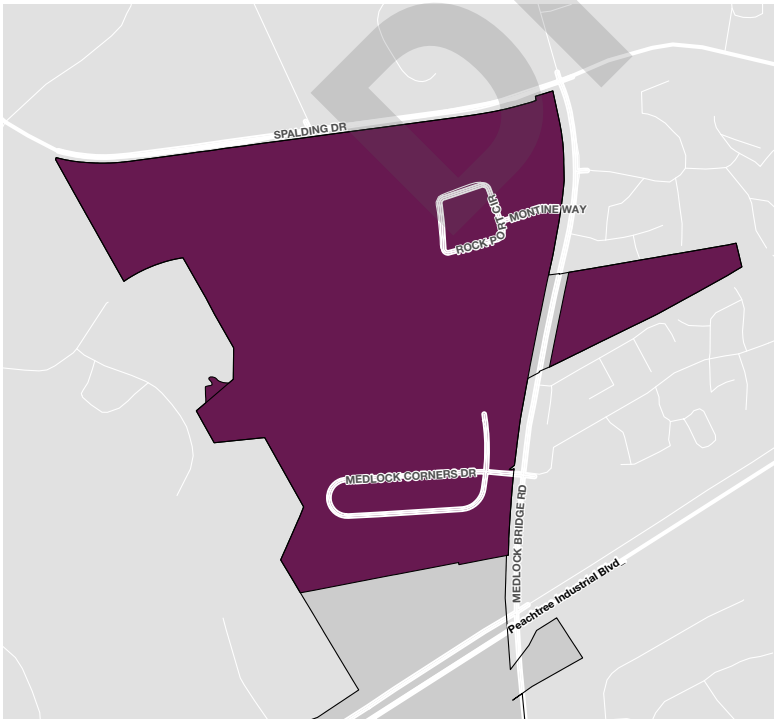
CHARACTER AREA 3
PINCKNEYVILLE



Vision

Norcross High School is the hub of this small activity center that has redeveloped as an accessible and safe location with a mix of residential, institutional, and small scale commercial and office uses:

- Norcross High School serves as the area's landmark and focus
- Residential uses predominate in proximity to the school
- A pedestrian and bicycle network physically connects area uses, supporting a multi-modal hub
- Consistent building scale and design characteristics connect the area aesthetically
- Regular coordination with Peachtree Corners ensures the compatibility of development along the city's border
- Potential for existing residential to redevelop

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Appropriate Scale of development and land use policies

- Ensure compatibility between non-residential development/redevelopment and adjoining neighborhoods through the use of buffers and transitional land uses
- Low to medium density residential preferred supported by small scale office and neighborhood oriented commercial
- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area ~~should be no more than 35 feet~~
- ~~Consider first floor minimum heights in M1 to accommodate future industrial uses~~

Implementation Measures

- Coordinate with Peachtree Corners to ensure complete street development in area and compatible development and service provision
- Promote safe routes to schools policies in coordination with Gwinnett County Public Schools

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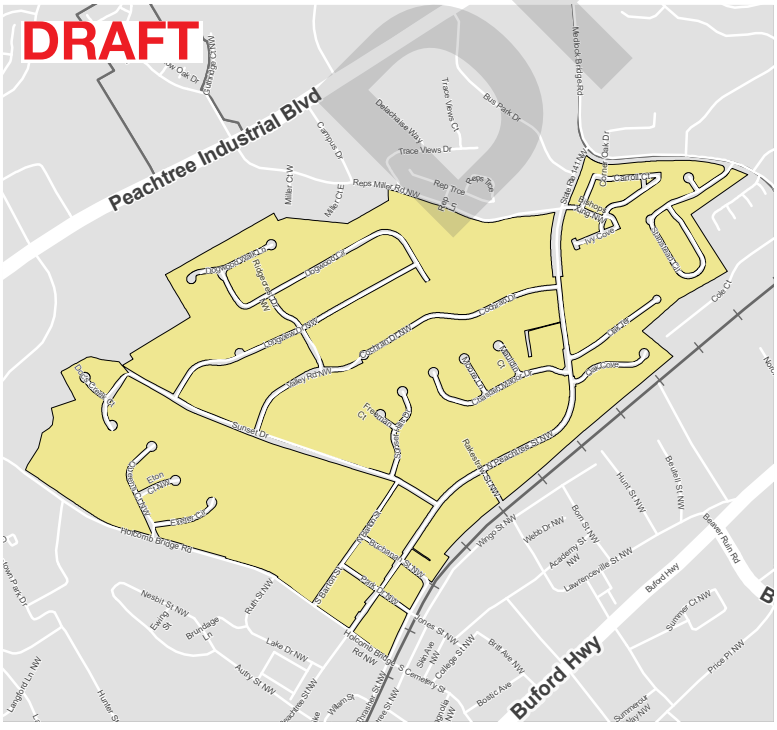
CHARACTER AREA 4
NORTH PEACHTREE STREET NEIGHBORHOODS



Vision

With a large concentration of historic homes and resources, this residential area remains a strong, stable residential location in the city:

- ~~Farmington Hills, Sunset Hills, Norcross Hills, Oak Cove, Chastain Manor, and Oak Terrace~~ Established neighborhoods continue to give the area a strong single-family residential character
- ~~Property values are strong due to homeowners' ongoing home maintenance and investment~~
- Churches and parks contribute to the family-oriented nature of the area
- New parks and greenways enhance quality of life in the district, such as a path connecting the new STEM high school to nearby neighborhoods

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Appropriate Scale of development and land use policies

- Building heights ~~should be no more the 35 feet~~ should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- Maintain historic character
- Bed and Breakfast establishments are allowed in the Historic District
- Redevelopment and infill housing should be Single Family Residential Detached with common access
- New multifamily housing should not be permitted
- Accessory Dwelling Units (ADUs) should be permitted to promote flexibility for property owners and diverse housing options that are consistent with the character of established residential neighborhoods

Implementation Measures

- Maintain the integrity of existing ~~historic~~ housing stock
- Protect and preserve the character of existing single-family neighborhoods
- Pursue greenway opportunities and sidewalk improvements that connect neighborhoods to downtown and other destinations as outlined in the Parks, Greenspaces, and Trails Master Plan
- Provide information resources for home improvements and maintenance for housing
- Work with Gwinnett DOT to discourage cut-through traffic from using Holcomb Bridge Road

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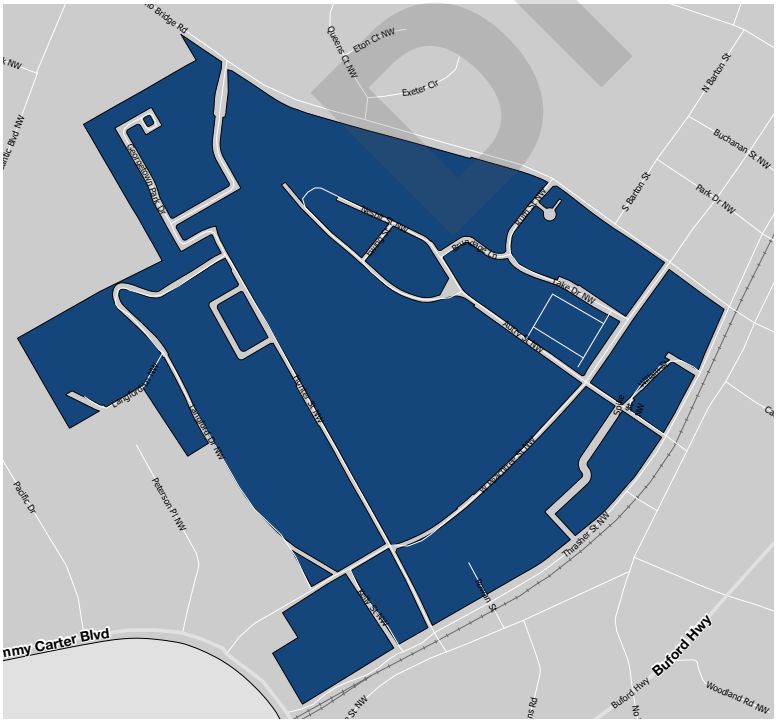
CHARACTER AREA 5
HOPEWELL WOODS



Vision

Hopewell Woods continues to develop as a mixed-use area – with a diversity of housing types, institutional and office uses as well as limited commercial to support residents and area employees:

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

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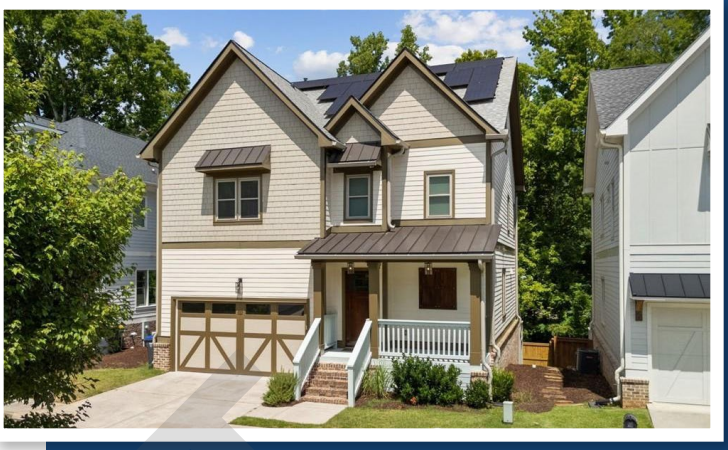
Appropriate Scale of development and land use policies

- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area ~~no more than 35 feet~~
- Planned residential neighborhoods offering a variety of housing options are preferred
- Neighborhood scale mixed use allowed with supportive office and neighborhood commercial
- ~~Multifamily housing should only be allowed in the area between West Peachtree Street and the Railroad~~
- In areas west of West Peachtree Street, medium density housing should be allowed but should be consistent with the height and scale of surrounding residential neighborhoods



Implementation Measures

- Build on the success of the Hunter-Walker Trail by further improving the sidewalk network to enhance bike and pedestrian connectivity between neighborhoods
- Improve bicycle infrastructure to support alternative travel
- Develop landscaping and design standards for infill development and redevelopment
- Consider opportunities for public parks
- Provide appropriate landscaping in areas adjacent to historic downtown core

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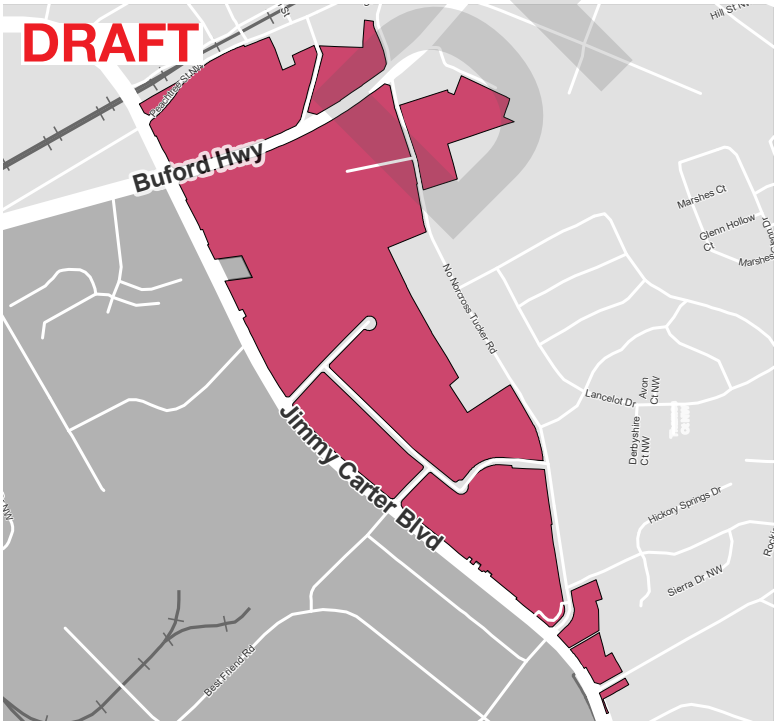
CHARACTER AREA 6
BUHI/CARTER ACTIVITY CENTER



Vision

A medium to high density mixed-use node, consistent with the Jimmy Carter Boulevard/Buford Highway Redevelopment Plan:

- Includes a mix of residential and commercial space
- Connections to Best Friend Park make it a desirable place to live and locate a business
- Development intensity is highest at the intersection of Buford Hwy and Jimmy Carter Boulevard

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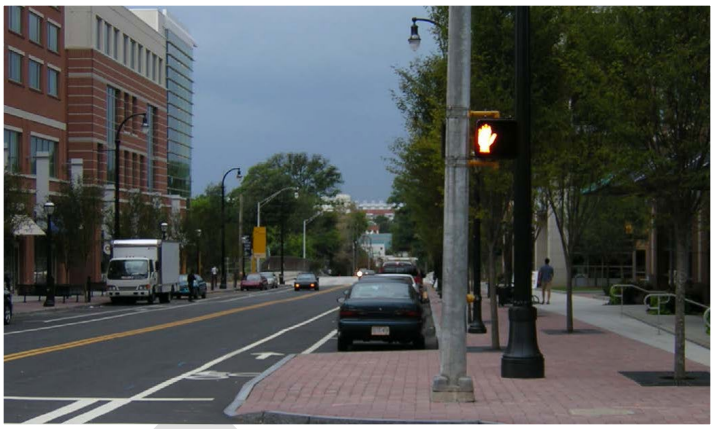
Appropriate Scale of development and land use policies

- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area ~~no more than 72 feet along Buford Highway and step down to 35 feet to the south along Jimmy Carter Blvd. Appropriate transitions toward the single-family character of Character Area 11 should be maintained along N Norcross Tucker Rd~~
- Preferred mixed use developments
- Consider first floor minimum heights in M1 to accommodate future industrial uses
- Industrial and heavy commercial uses should be screened appropriately from adjacent single-family uses.

Implementation Measures

- Work with the Gateway85 CID to implement the Jimmy Carter Blvd LCI Study
- Create pedestrian and bicycle connections to Gwinnett County's Best Friend Park
- Encourage village concept – of mixed residential and residential over commercial and freestanding retail
- Implement gateway signage to direct people to community hubs
- Work with private entities and Gateway85 CID to encourage development of a mixed-use node at Buford Highway and Jimmy Carter Blvd
- Pedestrian and bicyclist safety improvements at Jimmy Carter Blvd and Buford Highway



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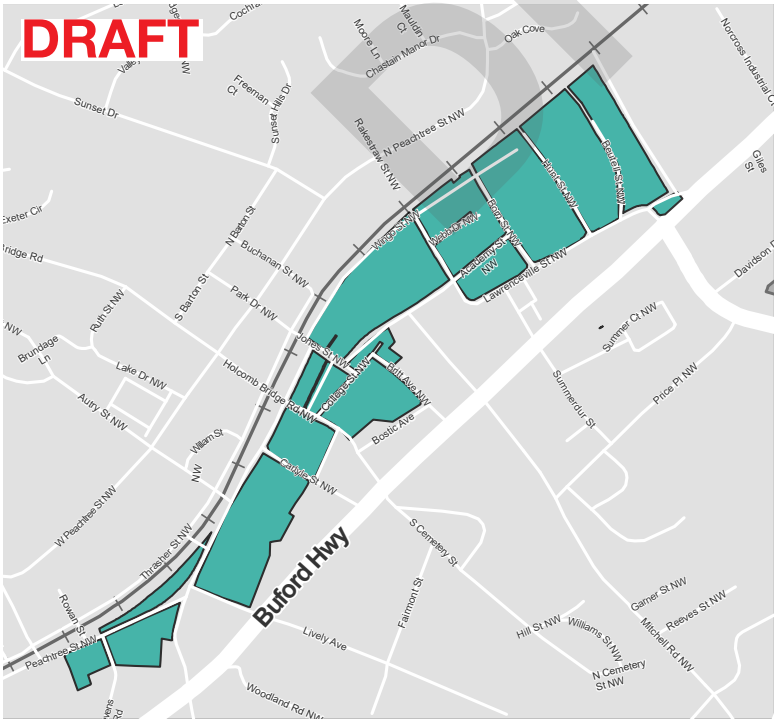
CHARACTER AREA 7A
HISTORIC DOWNTOWN NORCROSS



Vision

The civic and commercial heart of the community, Historic Downtown Norcross offers a wide variety of entertainment, dining, recreational and shopping options. Through redevelopment and public investment, the Historic Downtown Norcross character is a destination for the Greater Norcross community:

- Historically compatible buildings create an economically and environmentally sustainable place to live, work, and visit
- People from across the city and region visit Historic Downtown Norcross for retail, dining, and other entertainment options that serve all ages
- Redevelopment and new development maintain the historic, small-town character of the area
- From Town Center LCI: "a compelling destination" that "embraces its history while providing a forward-thinking, socially engaging, inclusive, economically and environmentally sustainable place to live, work and visit."

Appropriate Scale of development and land use policies

- Maintain historic character of the downtown with building heights ~~limited to 24 feet~~ that are consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area.

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- Commercial uses are encouraged to be locally-owned restaurants, boutiques, and entertainment-oriented uses; regional and national chains are discouraged
- Planned residential communities are encouraged to be medium density residential and compatible with the scale and character of Historic Downtown Norcross, offering a variety of housing options
- All uses should emphasize pedestrian and bicycle access; no new auto-oriented or drive-through commercial uses should be permitted

Image: Woodstock, Georgia

Implementation Measures

- Continue to program downtown events to support families, children, working professionals, and seniors
- Attract additional commercial uses to the Downtown district
- Identify opportunities to improve public spaces and amenities in alignment with the vision for the area
- Review the Norcross Architectural and Site Design Standards to ensure requirements align with the historic character of the area
- Enhance accessibility and safety for all transportation users, including pedestrians, cyclists, and vehicles, in Downtown Historic Norcross including the Skin Alley Extension
- Implement recommendations from the 2025 Downtown Norcross Parking Study

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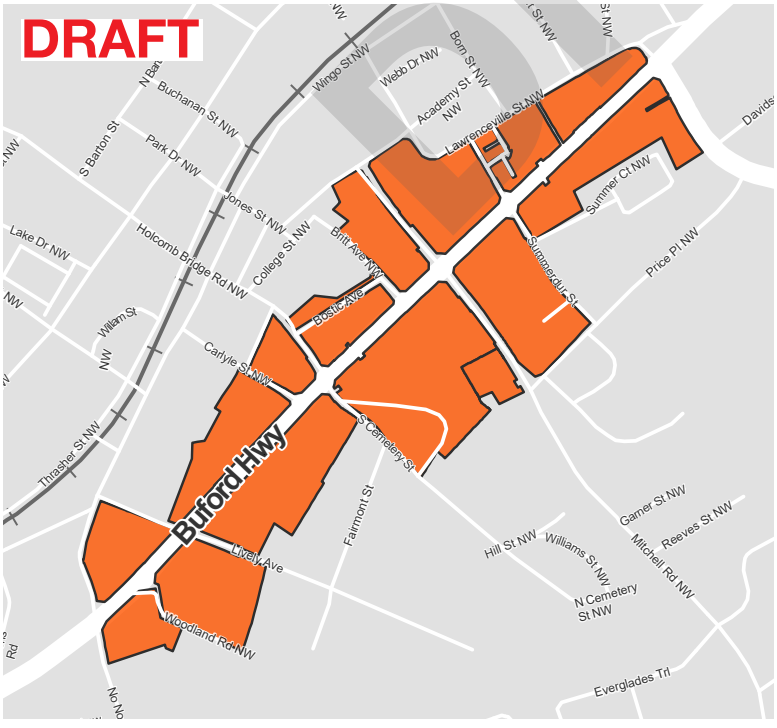
CHARACTER AREA 7B
BUHI DISTRICT

Image: Milton, Georgia



Vision

The BuHi District is a vibrant, walkable, mixed-use corridor that serves as both a gateway to Norcross and a transition from higher intensity development along Buford Highway down to lower intensity to match the scale and character of the City's historic downtown (Character Area 7A). The District offers a diverse mix of neighborhood-serving commercial, public amenities, and higher-intensity residential in direct proximity to Historic Downtown Norcross. The BuHi District provides safe and accessible transportation connections for pedestrians, bicyclists, and transit users, while continuing to accommodate a high volume of vehicular traffic.

- Development intensity is highest along Buford Highway, transitioning down to lower intensity development near Historic Downtown Norcross
- From Town Center LCI: "a compelling destination" that "embraces its history while providing a forward-thinking, socially engaging, inclusive, economically and environmentally sustainable place to live, work and visit."
- The area is a local and regional destination, featuring thriving, walkable, community-serving businesses supported by residential development that serves a diversity of ages

Appropriate Scale of development and land use policies

- Mixed-use and commercial developments are encouraged to incorporate diverse, community-serving retail like local restaurants, grocery stores, entertainment-

oriented uses, and other local businesses

- Development and redevelopment of commercial areas should transform existing auto-oriented commercial uses into more walkable, integrated development
- Building heights should be ~~limited to 72 feet along Buford Highway~~ consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- Planned residential communities offering a variety of housing options, including higher intensity residential, are appropriate for parcels fronting Buford Highway and those adjacent to these parcels
- No new auto-oriented commercial or drive-through uses

Implementation Measures

- Create better pedestrian and bicycle connections across Buford Highway
- Implement recommendations from the 2025 Downtown Norcross Parking Study
- Implement safe pedestrian and bicycle connections across Buford Highway and to nearby schools and residential neighborhoods
- Maintain a balance of commercial and residential uses
- As redevelopment occurs, look for ways to retain legacy businesses that are compatible with the vision for the BuHi District.
- Recruit desired commercial businesses to occupy new and existing mixed-use buildings
- Pursue targeted redevelopment sites identified in the Buford Highway Master Plan
- Encourage sustainable development measures present in the Buford Highway Master Plan

Image: Woodstock, Georgia

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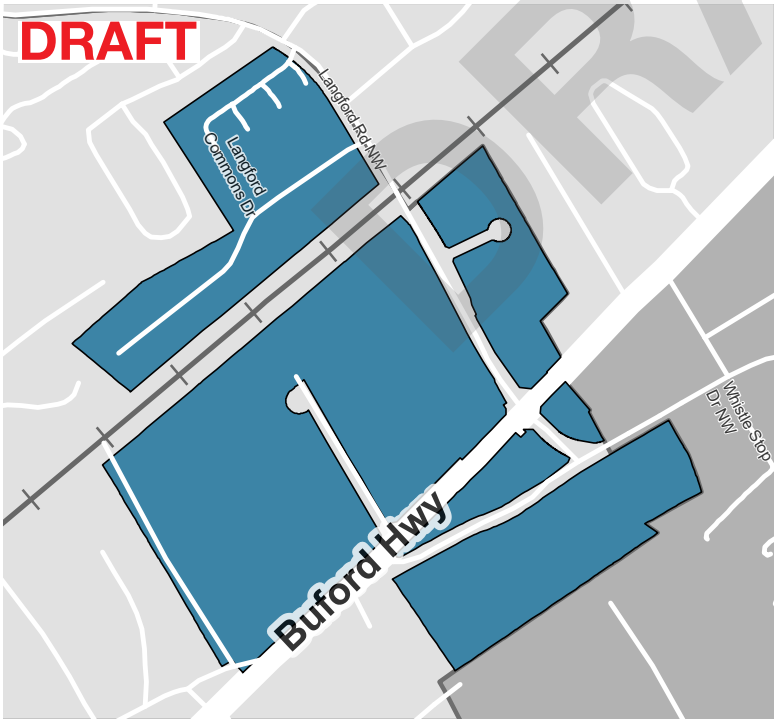
CHARACTER AREA 8
LANGFORD ROAD INDUSTRIAL CENTER



Vision

The area is a hub of business and industrial innovation and creativity:

- Maintain industrial tax base
- Small, affordable commercial spaces serve as an incubator for small and new businesses
- Aesthetically pleasing area with standards to maintain compatibility
- Provide walkability bicycle infrastructure along Buford Highway
- Corridor improvements and connections to the Town Center make the area attractive for new businesses
- ~~New housing options, such as warehouse/ loft-style condominiums and live-work opportunities, to support the city's increased attractiveness to the creative class~~

Appropriate Scale of development and land use policies

- Building heights should be ~~limited to 35 feet~~ consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- Consider first floor minimum heights in M1 to accommodate future industrial uses
- Preferred location for general commercial and light industrial uses
- Industrial and heavy commercial uses should not be visible from Buford Highway, and screened appropriately
- Encourage the location of incubators and adaptive reuse of buildings

Implementation Measures

- ~~Create inter-parcel connectivity between Norcross Industrial Court and Lawrenceville Street with redevelopment~~
- ~~Pursue proposed multi-use trail, linking and formalizing the connection between Lawrenceville Street and neighboring Lawrenceville Street to the southwest.~~
- Maintain and improve a safe and efficient transportation system for freight movement related to industrial uses
- Offer safe pedestrian and cycling opportunities

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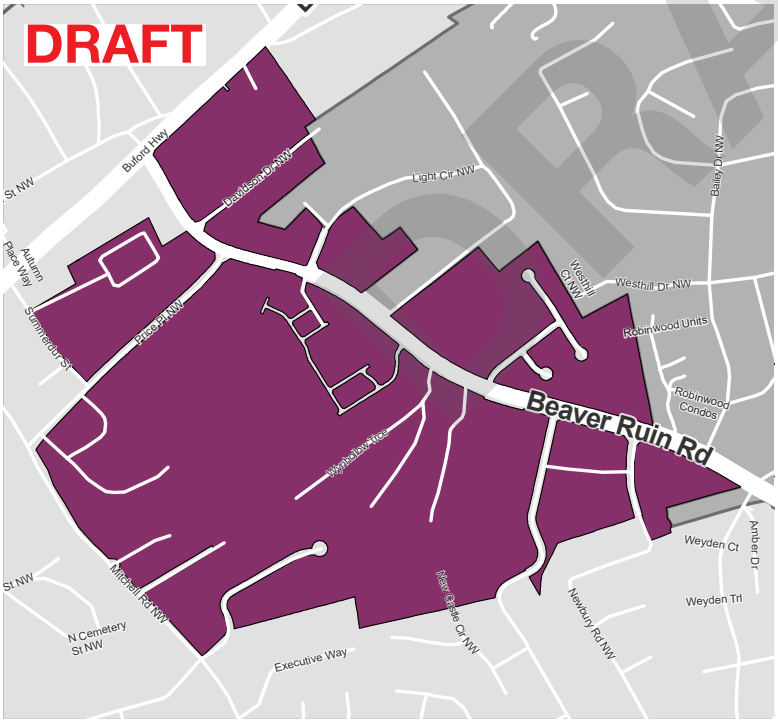
CHARACTER AREA 9
SUMMEROUR



Vision

An activity hub and gateway to the city serving the common needs of Norcross residents with education, recreation, retail.

- The new path through this area has created a link between the southeastern portion of the city and the central and northwestern sections
- Public and private investment has brought new civic facilities and small scale retail to support the surrounding neighborhood
- A traffic access management strategy and new transit opportunities have increased mobility and safety in the area
- Upgraded and new pedestrian and bicycle connections to Buford Highway and along Beaver Ruin Road have improved safety

Appropriate Scale of development and land use policies

- Building heights should be ~~limited to 72 feet along Buford Highway and should 'step down' to a maximum height of 35' for the rest of the character area.~~ consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- A variety of residential housing options are allowed, as part of a planned residential development
- Small scale office and neighborhood oriented commercial uses are allowed

Implementation Measures

- Pursue recommendations of the Norcross Activity Center LCI and pursue five-year update
- Implement Mitchell Road streetscape project, adding a 10-12-foot multi-use path to link Downtown
- Encourage higher scale, traditional residential development/redevelopment –including townhomes, narrow-lot housing, and cluster homes
- Continue to implement Safe Routes to School recommendations for the Summerour District
- Continue to pursue safe pedestrian and bicycle connections across Beaver Ruin Road
- Implement the Beaver Ruin Creek Greenway Concept

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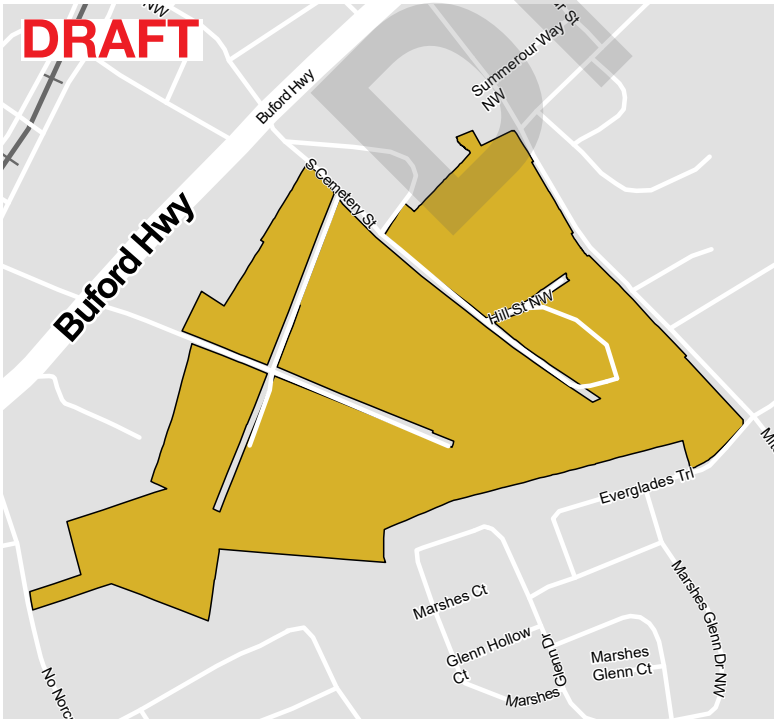
CHARACTER AREA 10
SOUTH CEMETERY STREET



Vision

This is a unique district in Norcross providing a mix of public and private spaces:

- A concentration of light industrial and heavier commercial
- Redevelopment has spurred access and freight traffic movement improvements in the area

Appropriate Scale of development and land use policies

- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- Industrial and heavy commercial uses should not be visible from Buford Highway, and screened appropriately
- Auto related commercial, heavy commercial uses, and light industrial uses are allowed
- Consider first floor minimum heights in M1 to accommodate future industrial uses

Implementation Measures

- Industrial and heavy commercial uses should not be visible from Buford Highway, and screened appropriately
- Improve and maintain local streets to accommodate truck traffic where appropriate
- Implement the Beaver Ruin Creek Greenway Concept

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CHARACTER AREA 11
SOUTH NORCROSS NEIGHBORHOODS

Vision

- Master planned, well-constructed, design-conscious medium density housing dot the eastern edge of the area and support the employment center at Beaver Ruin and Indian Trail
- Single-family neighborhoods to the west provide an important source of affordable housing for workforce and young families
- A culturally diverse area
- Streetscapes and general reinvestment has enhanced the aesthetic quality of the area, with a dense network of sidewalks
- ~~New "All-American" multi-use trail through the area have enhanced connectivity and recreation options for area residents that acknowledges the location of historic Fort Gordon~~ The Beaver Ruin Creek Greenway provides enhanced connectivity and recreation options for all residents of this area

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Appropriate Scale of development and land use policies

- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- A variety of residential housing options are allowed, as part of a planned residential development

Implementation Measures

- Develop home maintenance and home ownership assistance programs to support long-term sustainability of housing stock
- Continue to implement recommendations of the Norcross Activity Center LCI and pursue a five-year update
- Implement Mitchell Road streetscape improvements – including multi-use path
- Acquire site for active recreation, playground equipment, and picnic area as identified in Parks Master Plan
- Increase lighting along Mitchell Road
- Continue to pursue code enforcement to ensure consistency with development and zoning codes and Norcross' character
- Implement the Beaver Ruin Creek Greenway Concept
- Undertake senior housing initiative to support the construction of housing options appropriate for seniors and the mobility impaired

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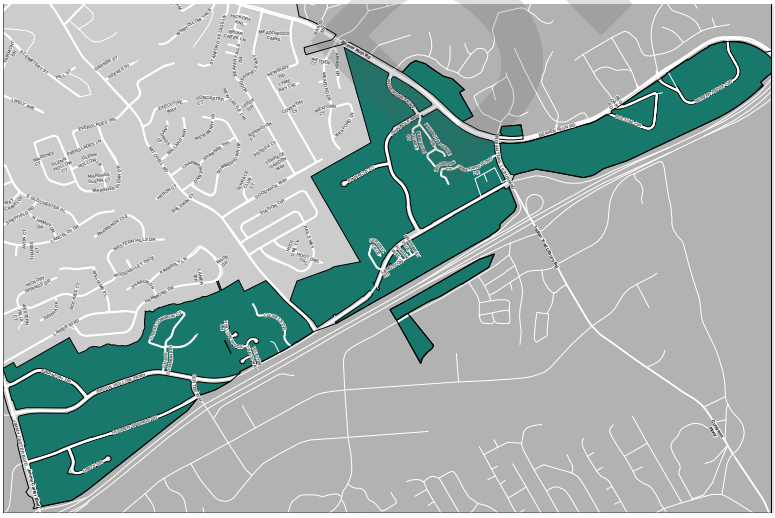
CHARACTER AREA 12
I-85 ACTIVITY CENTER



Vision

A growing regional center that has convenient access to I-85, is supportive of a major transit hub, and celebrates the cultural diversity of the area:

- The area is characterized by master planned developments of mid-rise buildings
- ~~The new transit stop has helped generate a high level of activity at all times~~
- ~~The mix of uses and intensity is similar to that of Lindbergh Center in Atlanta, where a MARTA station, offices, and numerous restaurants and housing options are located~~
- A mixed-use hub consisting of offices, restaurants, and housing options at higher densities that would be supported by future higher capacity transit services.
- Well-designed ~~big box~~ retail structures in this area add architectural interest to the streetscape and are safely accessible to pedestrians and bicyclists
- The area has a multi-cultural element that leverages the diversity of the city's population
- ~~Transit investment and nearby station(s)support this major employment center~~
- ~~OFS site redevelopment brought investment to the area and transformed Brook Hollow Parkway and Goshen Springs Road into sought after business locations~~
- Implement safe pedestrian and bicycle connections across major transportation corridors such as Beaver Ruin Road, Indian Trail-Lilburn Road, Jimmy Carter Boulevard, and Brook Hollow Parkway
- Preserve major industrial and commercial properties to promote employment and business activity
- The area has a strong trail network connecting to new development, nearby destinations, other existing and future trails, and current or future transit systems

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Appropriate Scale of development and land use policies

- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- Consider first floor minimum heights in M1 to accommodate future industrial uses
- Highway and transit oriented commercial are preferred
- Industrial uses are allowed; light industrial uses are preferred

Implementation Measures

- Implement gateway signage and landscaping to welcome visitors and residents to the city
- Establish design standards and landscaping to elevate character of the corridor
- Implement complete streets along Brook Hollow Parkway
- ~~Maintain a high level of "eyes on the street" to increase a sense of safety~~
- Support regional initiatives that would incorporate regional transportation improvements (e.g. bus rapid transit) to the western side of the Jimmy Carter Boulevard interchange~~, such as the redevelopment of the OFS Fitel LLC site~~
- Support transit-oriented development
- Support bicycle and pedestrian connectivity throughout the area and connect to existing and planned transit and trail destinations
- Maintain a strong partnership with the Gateway85 CID to further redevelopment of area
- Coordinate development with the Indian Trail-Lilburn Road and Jimmy Carter Boulevard LCI plans across I-85
- Implement the Beaver Ruin Creek Greenway Concept
- ~~Take advantage of the Jimmy Carter Blvd TAD~~
- **Evaluate stormwater needs throughout the area**
- **Coordinate with county, regional, and state partners to address potential impacts from future roadway, interstate, and transit projects**

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LAND USES BY CHARACTER AREA

The following chart indicates the land uses within each character area. Refer to the preceding Character Area descriptions for additional guidance on the specified land uses.

GENERALIZED USES	1 - Atlantic-PIB (p.16)	2 - Medlock-PIB (p. 18)	3 - Pinckneyville (p. 20)	4 - N Peachtree St Nbhds (p.22)	5 - Hopewell Woods (p.24)	6 - Buford Hwy/JCB (p.26)	7A - Historic Downtown Norcross (p.28)	7B - BuHi District (p.30)	8 - Langford Rd Ind. Ctr. (p.30)	9 - Summerour (p. 31)	10 - S Cemetery St. (p.32)	11 - S Norcross Nbhds (p. 34)	12 - I-85 Activity Ctr. (p.36)
Low Density Residential			■	■	■		■			■		■	
Medium Density Residential		■	■		■	■	■	■	■	■		■	
High Density Residential	■					■		■		■		■	■
Planned residential community (mixed housing types allowed)	■		■		■		■	■		■		■	■
Skilled Nursing Facilities (no rehab)	■	■	■	■	■	■	■	■		■		■	■
Neighborhood level commercial, studio or office (<5,000 sf)	■	■	■		■		■	■	■	■		■	
Community level commercial or office (< 50,000 sf)	■	■				■	■	■	■				■
Regional level commercial or office (>50,000 sf)	■	■				■		■					■
Heavy commercial (auto related, outdoor storage)	■								■		■		■
Entertainment related commercial	■	■				■	■	■					■
Mixed-use	■	■	■		■	■	■	■		■			■
Light industrial and warehousing	■	■				■			■		■		■
Heavy industrial													■
Places of assembly	■	■	■	■	■	■	■	■	■	■	■	■	■
Transportation, Communication, Utilities	■	■	■	■	■	■	■	■	■	■	■	■	■
Parks and Recreation	■	■	■	■	■	■	■	■	■	■	■	■	■

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Land Use Definitions

Low Density Residential - land used for single family housing and customary accessory structures on individual parcels up to and including 4 dwelling units per acre.

Medium Density Residential - land occupied by residential uses and customary accessory uses at a density up to and including 12 dwelling units per acre.

High Density Residential - land occupied by residential uses and customary accessory uses at a density over 12 units per acre.

Planned residential community (mixed housing types allowed) – a residential development whose essential features are a definable boundary, and a consistent, but not necessarily uniform character. Such developments may include a variety of housing types and typically share common recreational amenities, and private covenants, conditions, and restrictions enforced by a homeowners' association.

~~**Skilled Nursing Facilities (excluding rehabilitation services)** - a facility consisting of three or more rooms, the occupancy of which is limited to persons that need assistance with daily activities. The facility may include medical facilities or care.~~

Neighborhood level commercial, studio or office (<5,000 sf) - Neighborhood focal points with a concentration of small commercial, civic, and public activities. Uses within Neighborhood level commercial, studio, or office are intended to be local-serving.

Community level commercial or office (< 50,000 sf) - Business oriented developments containing a mix of commercial, professional, civic, or public uses designed to accommodate commercial uses serving several adjacent neighborhoods. Individual structures are less than 50,000 sf

Regional level commercial or office (>50,000 sf) - Business oriented development containing a mix of mid to high rise commercial, professional, civil and public uses accommodating the needs of the community and surrounding region.

Heavy commercial (auto related, outdoor storage) - Auto and truck repair shops, auto sales, and other auto related uses that include outdoor storage.

Entertainment related commercial - Downtown restaurants, brewpubs, small specialty commercial, professional office, civic and public uses. Central gathering places for the community.

Mixed-use - A mixed-use, live/work/play district that provides a venue for gatherings, events, civic activities, and residential uses. Uses may be mixed vertically or horizontally.

Light industrial and warehousing - Clean, light industrial uses that have minimal impact on nearby residential use are encouraged, as well as transportation/ warehousing/ distribution uses carefully planned to avoid freight traffic impacts on residential areas.

Heavy industrial - Traditional manufacturing, junkyards, intense industrial uses that may generate adverse effects not compatible with residential areas.

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

Transportation, Communication, Utilities - Power Stations, Airports, Public Utility Facilities, communication towers (if located on their own parcel)

Parks and Recreation - Public parks, and private recreation areas held in common ownership, as well as conservations areas legally protected from future land disturbance.

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GATEWAYS

The Gateway Corridors and Structures Map identifies the preferred locations of gateway monuments, signs, and corridor streetscape treatments that are designed to enhance the community's sense of place. The gateways should reflect the character of traditional downtown Norcross, or the vision and recognized design elements of the character area they lie within. They do not have to be a monument or sign as is already visible in several locations around the community; they can also be a strong architectural statement, such as the old "Gwinnett Is Great" water tower that used to be a standard landmark feature along I-85, off of Goshen Springs Road near the Jimmy Carter Boulevard and I-85 interchange. In fact, it is recommended that the Interstate gateways shown on the map should be something of that scale to attract the attention those that travel along highway. The Gateway Corridors will be the targets of streetscape improvements, corridor banners and possible design standards to help create a uniformed image as residents and visitors approach the town center.

The Community Work Program identifies projects designed to support this gateway planning effort, and includes policies to support complimentary design and uses for new development proposed adjacent to these locations. These projects include additional monument construction, new signage, streetscape efforts, and potential design standards.

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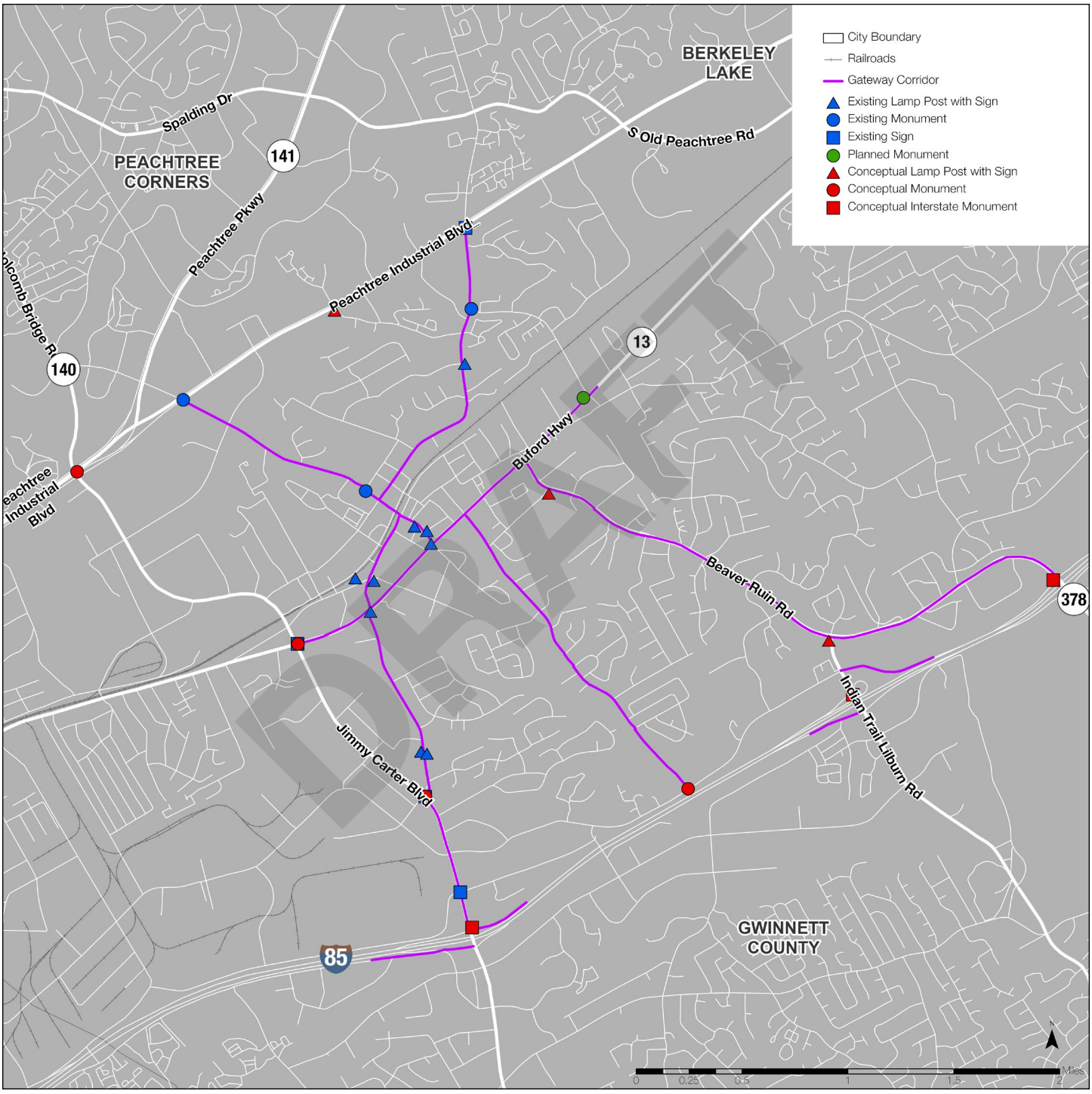
Some of the gateway elements are already in place in and around the city and help to create a sense of arrival at a unique destination. These gateways, including the gateway into the city on Holcomb Bridge Road seen in the photo above, set the tone for future improvements.

2.2 Gateway Corridors and Structures Map



LONG RANGE ROAD CLASSIFICATION

Roadway classification provides a mechanism for the City to apply design standards and policies consistent with the functionality of each type of roadway. Roadway classification, also called functional classification, generally distinguishes roadways based on two key factors of access and mobility. Arterial roadways provide greater mobility and tend to allow higher speeds over greater distances. On the other end of the spectrum, local roads provide greater access to adjacent destinations with more driveways and connecting streets, typically accompanied by lower speeds. Private streets are usually associated with residential subdivisions. They are subject to the same regulations and standards as their public counterparts

The City's Long Range Road Classification Map, Figure 2.3, is a modified version of the County's Long Range Road Classification Map. Changes include:

- Re-designation of S. Peachtree Street, N. Peachtree Street, and Lawrenceville Street from minor arterials, as shown in the County's plan, to major collectors. This better reflects the narrow right-of-way of those streets and the community's desire to preserve their historic, neighborhood character.
- Addition of a "bike-friendly route" designation. These includes roads where on-road bike lanes or multi-use trails have been planned on or adjacent to the roadway. As public and private infrastructure improvements are made along these routes, they should include the planned bicycle facilities.

Table 2.2 shows the appropriate right-of-way and roadway features for each of the long range road classifications, in line with the City of Norcross standards.

Table 2.2 Minimum Right-of-Way and Roadway Widths for New Streets and Project Access Improvements

Street Category	Minimum Right-Of-Way	Minimum Roadway
Principal Arterial	120' to 150'	6 through lanes with median
Major Arterial	100' to 120'	67'
		4 to 6 through lanes with median
Minor Arterial	80' to 100'	52' to 66'
		4 through lanes with median
Major Collector	80'	52'
Minor Collector	60' to 80'	28'
Local Street Non-residential	60' 3	32'
Non-residential Cul-De-Sac	60' radius	50' radius
Local Street Residential - Urban	50'	27'
Residential - Urban Cul-de-sac	50' radius	40' radius
Private Street Residential - Urban	50'	27'
Residential - Urban Cul-de-sac	50' radius	40' radius

Source: Table 900.1 City of Norcross UDO

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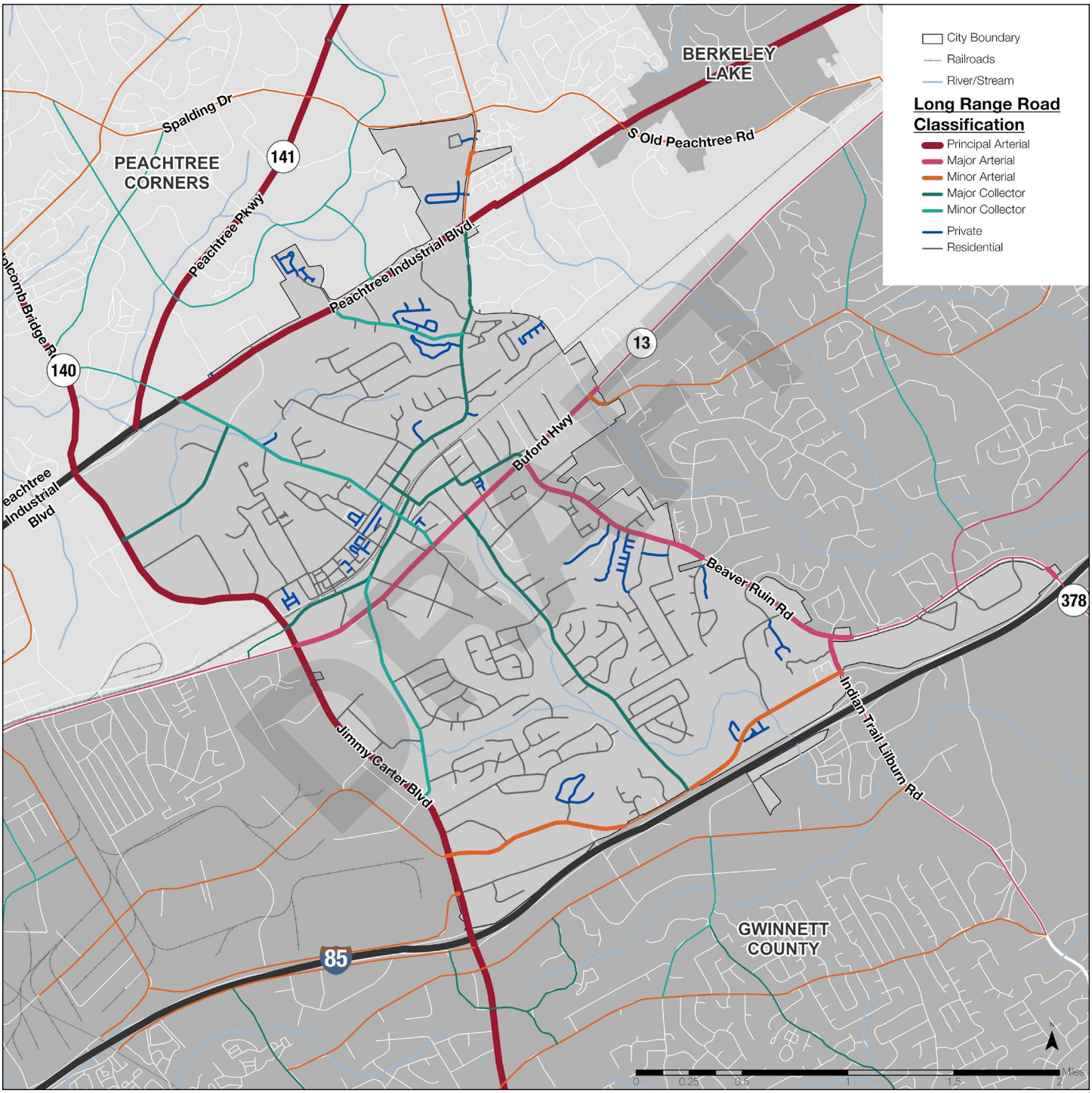
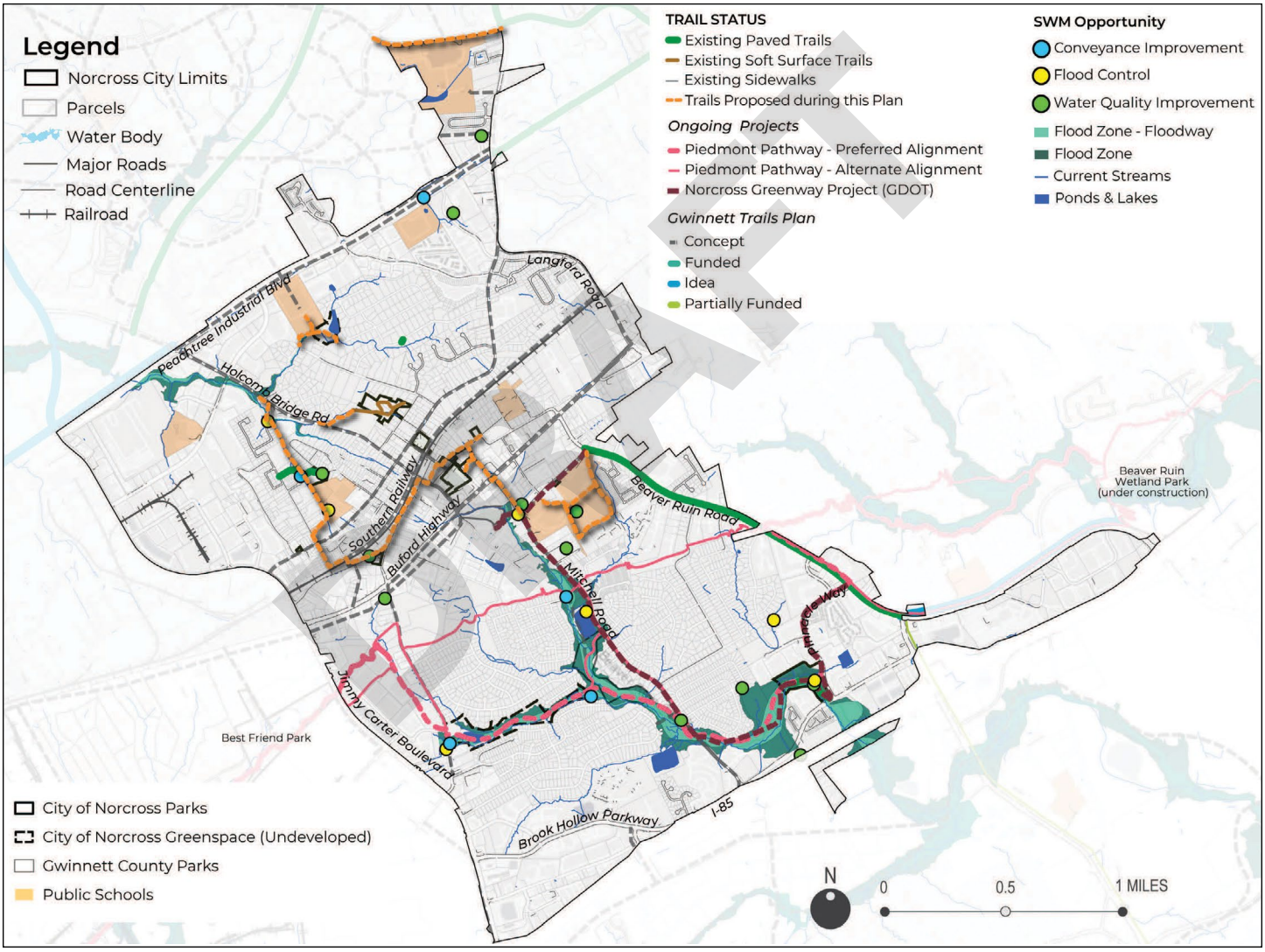
2.3 Long Range Road Classification Map



EXISTING AND FUTURE TRAILS

Figure 2.4 shows the Existing and Future Trails Map for the City of Norcross. This map is adapted from the City's Parks, Green spaces, and Trails Master Plan that was adopted in 2024.

2.4 Existing and Future Trails Map



HARRINGTON INSURANCE AGENCY
Modelo
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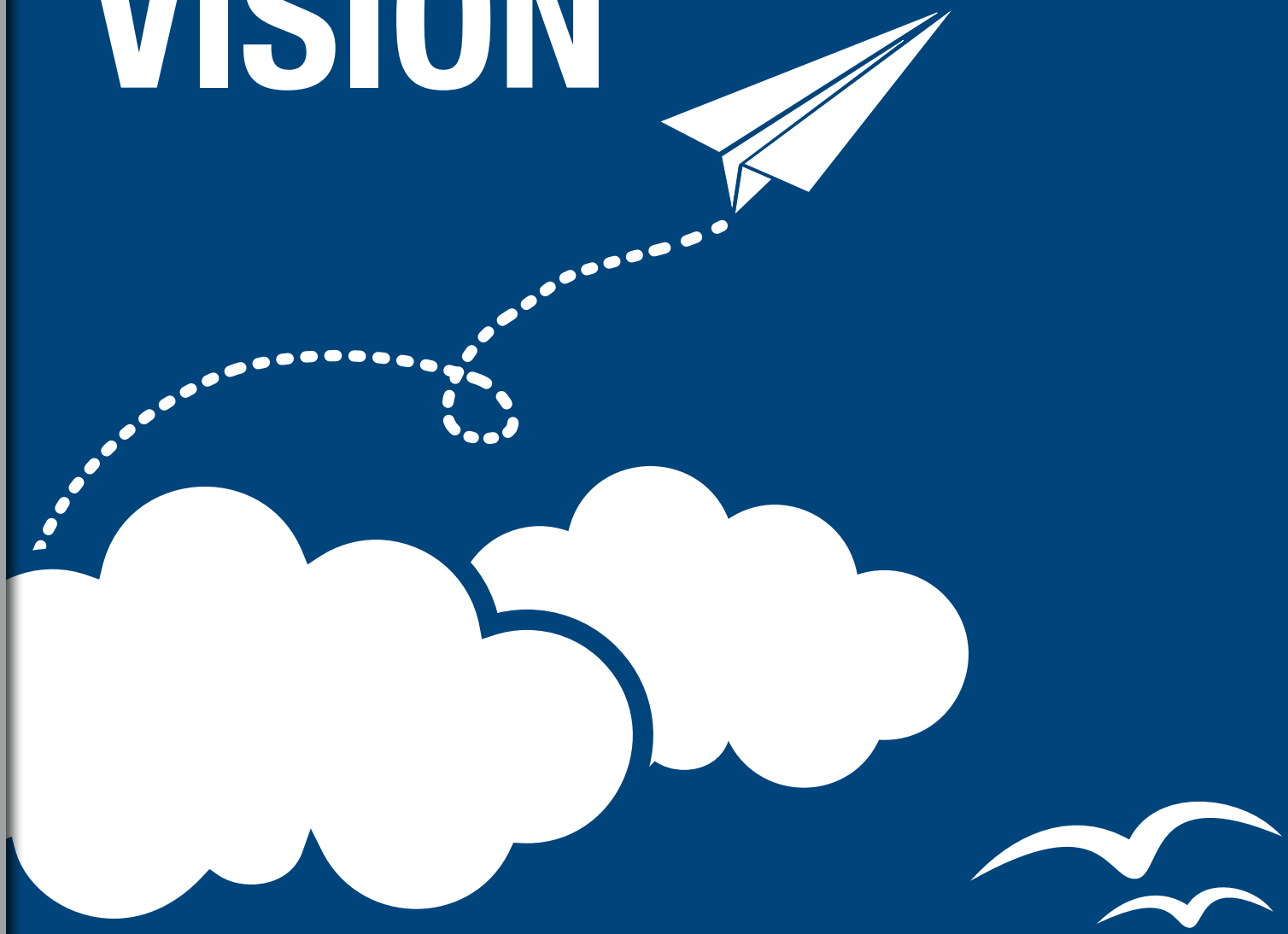
2 VISION



2

VISION

INTRODUCTION

The City of Norcross, Georgia is a diverse, engaged, and thriving community. It is a place that is proud of what it has achieved and where it wants to go. City leaders are committed to setting and meeting a realistic agenda that reflects the energy, passion, and endeavors that the community has for the future. Doing so has allowed Norcross to achieve and maintain a vibrant town center, competitive business environment, a desirable residential community, and an increasingly diverse population that feels included and welcome. People are happy to call Norcross home.

The strong history of planning for the City's future has strengthened this approach – beginning with the City's first iteration of its Comprehensive Plan, developed in the early 1990s, and extending through the numerous other studies and plans that have shaped the City's direction. The community's vision for the future is a function of its success to date in plan implementation.

This chapter illustrates the community's hope for Norcross' future through three elements:

1. **Vision Statement**
2. **Goals**
3. **Policies**
   - Citywide Policies
   - Character Area Narratives

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VISION STATEMENT

This plan is inspired by the City's vision statement, which was co-created by community members to set an aspirational, inspirational idea of what Norcross is working to become. This big idea is brought down to earth by associated goals, policies, and action items to address the priority needs and opportunities and bring the vision to life.

1

> "Norcross will be a dynamic and welcoming community in which generations of diverse people can engage, create, contribute, and flourish."

2

GOALS

Building on the vision, there are six overarching goals that will help shape the City's direction. These goals are based on both analysis of existing conditions and trends, as well as the priorities voiced by the community, captured in a series of stakeholder interviews, Steering Committee meetings, and workshops.

3

POLICIES

The City's policies provide direction for its general operating procedures. They describe how elected officials and staff should make ongoing decisions and prioritize resources in line with the community's vision. They not only inform the types of projects the City needs to plan for now, but they also help decision-makers know how to proceed as new issues and opportunities arise that were not in play at the time this plan was written. The numbered policies on the following pages apply to the entire city. Character area narratives provide detailed guidance for each sub-area within Norcross.

PRIORITY NEEDS AND OPPORTUNITIES (CHAPTER 3)

4

ACTIONS

Near-term actions that can be taken to make progress on the City's goals have been organized into a Community Work Program in Chapter 4. They apply the guidance of the policies through the lens of specific, priority needs and opportunities that should be addressed over the next five years.

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GOAL 1

Goal 1: Continue to define Norcross' unique sense of place, where nature-based and cultural assets are conserved and enhanced.

Norcross is a vibrant small city like no other in the Atlanta metropolitan region; residents and visitors know when they're in Norcross. Higher intensity employment focused developments along the city's edges give way to well-maintained neighborhoods, attractive commercial nodes, and a quaint historic downtown. Monumental gateway signage, attractive landscaping, streetscaping and context sensitive building design allow the city's distinctive districts to complement one another.

Policy 1-1: Protect the valued community character and aesthetics of existing neighborhoods by discouraging drive-through services, excessive signage, and inadequate screening near residential areas.

Policy 1-2: Redevelop and enhance existing commercial and industrial areas.

Policy 1-3: Support opportunities for infill development that reflects the neighborhood character.

Policy 1-4: Encourage mixed-use development and pedestrian-oriented design standards.

Policy 1-5: Encourage greenspace in all new development.

Policy 1-6: Regularly review the UDO in the light of new court rulings, best practices, and issues that may have arisen for possible amendment.

Policy 1-7: Support and promote the city's diversity through special events.

Policy 1-8: Protect natural resources, mature tree canopy, environmentally sensitive areas, and valuable historic, archaeological or cultural resources from human encroachment through land development regulations and/or incentives.

Policy 1-9: Add value to our community through landscaping, lighting, signage, underground utilities, and building design.

Policy 1-10: Pursue strategic land acquisition in support of the Parks, Greenspace and Trails Master Plan implementation.

Policy 1-11: Use gateway monuments, signage, and corridor improvements to reinforce the sense of place.

Policy 1-12: Reduce the adverse visual impact of the automobile and auto-related services.

Policy 1-13: Preserve and complement the traditional historic, architectural and landscape character of the Downtown core and surrounding neighborhoods, while guiding reasonable growth.

Policy 1-14: Regularly review code enforcement procedures and training to maintain and improve the community's appearance and overall quality of life.

Policy 1-15: Continue and expand a progressive code enforcement program in residential neighborhoods.

Policy 1-16: Expand and support the volunteer community and city partnership to organize volunteer assistance days for low-income residents facing code violations.

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GOAL 2

Continue to Strengthen Norcross as a Livable, Inclusive, and Safe Environment

Norcross is a welcoming community where all citizens thrive regardless of age, income or ethnicity. There is a wide variety of housing, shopping, recreation, and employment options in the city. Residents and visitors are safe and secure in their homes and on the go in the city.

Policy 2-1: Encourage transit-oriented development, or compact mixed-use areas, near transit routes.

P**olicy 2-2:** Support existing neighborhoods through regular public investment in recreational amenities and maintenance programs.

Policy 2-3: Promote walkable, bicycle friendly, safe neighborhoods.

Policy 2-4: Encourage walkability, interaction among businesses, clear visibility of entryways and centralized open space.

Policy 2-5: Provide pleasant, accessible public gathering places.

Policy 2-6: Encourage new parks and community facilities to be located as focal points in neighborhoods.

Policy 2-7: Support the increased availability of affordable, local, healthy food.

Policy 2-8: Integrate educational opportunities into parks and recreational services, public libraries, museums, and other cultural amenities.

Policy 2-9: Ensure adequate supplies of quality water through protection of ground and surface water sources.

Policy 2-10: Mitigate potential impacts from industrial development on nearby residential areas.

Policy 2-11: Encourage and incentivize the construction of publicly accessible plazas and greenspace through redevelopment.

GOAL 3

Increase Opportunities for Travel via Different Modes within and Outside the Community

Norcross is connected! Safe pedestrian and bicycle routes, including sidewalks, crosswalks, and multi-use trails provide connections between the city's activity hubs. The city's development policies and political leadership are supportive of increasing efficient transit services connecting Norcross with destinations throughout the Atlanta region.

Policy 3-1: Promote safe and efficient transportation for pedestrians, cyclists, transit riders, and drivers.

Policy 3-2: Support the expansion of regional transit access in Norcross.

Policy 3-3: Coordinate transportation improvements with existing and planned development.

Policy 3-4: Enhance the existing roadway network to improve safety and limit congestion.

Policy 3-5: Encourage parking to be located behind and to the side of buildings.

Policy 3-6: Improve pedestrian and bicycle access to existing facilities.

Policy 3-7: Create pedestrian-friendly streetscapes through public investment, zoning regulations and design guidelines.

Policy 3-8: Balance the needs of freight traffic with minimizing impacts to the community.

Policy 3-9: Support the Gateway85 CID's investment in local transportation improvements.

Policy 3-10: Work with Gwinnett County and Georgia DOT regarding congestion on major corridors.

Policy 3-11: Apply smart city technologies in a practical and fiscally responsible manner, such as the adoption of smart parking in the downtown area, as new technologies and best practices emerge.

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GOAL 4

Maintain a Vibrant Economy and Continue to Facilitate Job Growth

City staff and leaders are responsive to the needs of current businesses and work with owners to support their growth. The wide variety of development options available in Norcross – spaces for lease, purchase, and properties for development and redevelopment are aggressively marketed. City staff and leaders continually work to recruit businesses that support the city's vision and development goals.

Policy 4-1: Support programs for retention, expansion and creation of businesses that enhance our economic well-being, particularly those in target industries.

Policy 4-2: Find opportunities to connect firms (especially those in target industries) to Norcross high schools.

Policy 4-3: Partner with local schools and community organizations to support students and their parents so they can fully engage in the Norcross economy.

Policy 4-4: Encourage the development of downtown as a vibrant center for culture, government, dining, residential, and retail diversity.

Policy 4-5: Provide ongoing support for Business Retention, Recruitment and Expansion.

Policy 4-6: Target reinvestment in declining, existing neighborhoods to further encourage private sector redevelopment and accommodate future growth.

Policy 4-7: Accommodate new development while enhancing existing local assets.

Policy 4-8: Prepare Norcross residents to be work-ready employees.

Policy 4-9: Support local entrepreneurs in building future-ready businesses.

Policy 4-10: Invest in parks and open space to encourage private reinvestment.

Policy 4-11: Maintain and support citywide access to broadband services.

GOAL 5

Ensure that Norcross Residents have a Variety of Attainable, Quality Housing Options

Policy 5-1: Accommodate the housing needs of a diverse population by supporting the development of a variety of residential types and densities based on land use patterns.

Policy 5-2: Support the construction of workforce housing to help ensure that all those who work in the community have a viable option to live in the community without spending more than a third of their net income on housing costs.

Policy 5-3: Protect residential areas through continued, targeted code enforcement.

Policy 5-4: Encourage residential development downtown to activate and diversify the area.

Policy 5-5: Collaborate with other jurisdictions to address affordable housing and regional location efficiency needs.

Policy 5-6: Assist residents in keeping their existing homes safe and free from hazards.

Policy 5-7: Support the development of equitable housing that is safe, and free from health hazards through the application of National Healthy Housing standards.

Policy 5-8: Enable and encourage mixed income affordable housing concurrent with new, high-standard design development.

Policy 5-9: Ensure that new high-density/multi-family developments are in keeping with the desired vision for the City through a transparent rezoning and permitting process that provides opportunities for public comment and review.

Policy 5-10: Seek grant opportunities for owner-occupied rehabilitation of homes such as Community Home Investment Program (CHIP) grant for owner-occupied rehabilitation of homes.

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GOAL 6

Goal 6: Further the City's tradition of strong representational leadership and a high level of quality services.

Norcross is a well-managed city that works cooperatively with adjacent governments to reach common goals. The city maintains an open-door government that actively strives to positively engage all citizens and community groups. City services not only maintain health, safety and welfare but also promote a well-rounded community.

Policy 6-1: Continue efforts to reach out to the diverse population within Norcross through existing community groups and local businesses

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

Policy 6-3: Do not over commit to long-term operation and maintenance costs in making capital investments.

Policy 6-4: Coordinate public facilities and services with land use planning to promote efficient public investments.

Policy 6-5: Regularly coordinate with adjacent local governments to ensure residents, property owners, and business owners are receiving top tier public services

Policy 6-6: Support existing schools and encourage new opportunities to expand access to education.

Policy 6-7: Use technology to simplify and expedite city applications and processes for community members.

Policy 6-8: Welcome all members of the community to engage by translating materials in multiple languages.

Policy 6-9: Lead by example with efficient and resilient City-owned buildings.

Policy 6-10: Ensure comprehensive and convenient recycling opportunities are available to residents and businesses.

Policy 6-11: Contribute to Regional Water Management Plan and enforce plan.

Policy 6-12: Coordinate infrastructure planning with the County for sewer and road improvements.

Policy 6-13: Partner with Norcross school cluster to maximize community access to school sports fields.

Policy 6-14: Continue to support community watch and safety programs such as the Business Watch Program, the Child Safety Seat Program, the Copper theft Initiative, the Citizen Police Academy, the Senior Citizen Check in program, and the Vacation Security Request Program.

Policy 6-15: Continue to support local arts and cultural events through the provision of facilities, logistics and marketing efforts.

Policy 6-16: Evaluate the Comprehensive Plan on an annual basis and use it as a tool in prioritizing the budget and annual work program.

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CHARACTER AREA AMENDMENTS

The Future Land Use Map and corresponding policy framework are being amended in 2026 to better align with the city's vision. The project team conducted a comprehensive public engagement process, including a survey that received over 500 responses, four pop-up events held at the beginning and end of the planning process, and stakeholder meetings with City Council members, the Downtown Development Authority, and a panel of Norcross developers.

No substantive changes have been recommended to the Visions, Goals, and Policies section of the plan. Recommended changes instead focus on the boundaries and narratives of some of the character areas and minor adjustments to the recommended land uses. The plan has also been amended to reference the Parks, Greenspaces, Trails & Green Infrastructure Master Plan. A high-level summary of these changes follows.

Character Area Changes

Throughout the document, appropriate building heights have been modified to suggest that new development should match allowable heights in the zoning district and be compatible with the heights of existing structures in the area. The language has also been revised to reference bicyclists where pedestrians have been mentioned. The following summaries note amendments made in each Character Area.

Character Area 1 - Atlantic/Peachtree Industrial Boulevard

- The boundary of this character area has been amended to shift parcels located south of Holcomb Bridge Road from Character Area 2 into this area.
- Proposed changes to the narrative for this character area would lower allowable densities to the areas adjacent to single-family residential neighborhoods in Character Areas 4 and 5. The changes would also call for any high-density residential uses to be part of planned developments that include both commercial spaces and a mix of residential housing types that support a diversity of ages.

Character Area 2 - Medlock/Peachtree Industrial Boulevard

- As noted above, parcels to the south of Holcomb Bridge Road have been shifted to Character Area 1.
- Along the north side of Holcomb Bridge Road, the lower density residential and commercial properties to the west of Queens Court have been shifted from this area into Character Area 4.
- Proposed narrative changes would encourage the retrofitting and infill of developed sites in this area rather than complete redevelopment.

Character Area 3 - Pinckneyville

- References to M1 have been removed as this is not a desired use in this area.

Character Area 4 - North Peachtree Street Neighborhoods

- As previously noted, some parcels along the north side of Holcomb Bridge Road have been shifted from Character Area 2 into this area.
- The medium-density residential and industrial properties along Langford Drive north of Cole Court have been shifted from this area into Character Area 8.
- Proposed narrative changes remove reference to property values in the area and encourage the use of Accessory Dwelling Units (ADUs) to promote flexibility for property owners without altering the overall low-density character of this area.

Character Area 5 - Hopewell Woods

- Proposed narrative changes for this area would remove the prohibition on multifamily development to the west of West Peachtree Street but would still limit new residential development to medium density levels (below to 12 units/acre).

Character Area 6 - BuHi/Carter Activity Center

- This area has been expanded to shift properties outside of the historic district along South Peachtree Street from Character Area 7A into this area. As noted below, parcels fronting on Buford Highway to the north of Norcross-Tucker Road have been shifted into Character Area 7B.

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Character Area 7 - Town Center

- This area has been split into two subareas to better reflect the distinction between the city's historic downtown core and the redeveloping Buford Highway corridor. For each of these recommended sub-areas, the following adjustments to their boundaries are proposed:

Character Area 7A - Historic Downtown Norcross

- As noted above, this area has been adjusted to better align with the historic district, with several commercial parcels along South Peachtree Street to the south of Norcross-Tucker Road shifted into Character Area 6
- The narrative emphasizes the importance of maintaining the historic, small-town character of this area and limits residential development to medium density levels (below 12 units per acre).

Character Area 7B - BuHi District

- Parcels fronting on Buford Highway between Norcross-Tucker Road and Beaver Ruin Road have been shifted from Character Areas 6 and 9 into this area.
- The narrative clarifies that this district is intended to promote mixed-use development with higher densities along Buford Highway but lower densities closer to the historic downtown core.
- The narrative also includes text aimed at preserving legacy businesses that are compatible with the city's vision for Buford Highway while transitioning away from auto-oriented uses.

Character Area 8 - Langford Road Industrial Center

- As previously noted, the medium-density residential and industrial properties along Langford Drive north of Cole Court have been shifted from Character Area 4 into this area.
- The narrative removes previous references to loft-style housing and live-work opportunities, as this area's industrial character is not compatible with residential uses.

Character Area 9 - Summerour

- As previously noted, parcels fronting on Buford Highway south of Beaver Ruin Road have been shifted into Character Area 7B from this area.

Character Area 10 - South Cemetery Street

- No changes

Character Area 11 - South Norcross Neighborhoods

- The narrative amends the vision for trails in the area, referencing the planned Beaver Ruin Creek Greenway.

Character Area 12 - I-85 Activity Center

- The previous narrative referenced proposals for high-capacity transit that had been planned by Gwinnett County and the proposed annexation and redevelopment of the OFS campus. Since these proposals are no longer active, the narrative for this area has been adjusted accordingly.
- The narrative has been amended to reference the need for stormwater evaluation in the area and coordination with regional partners on I-85 projects.

Changes to Recommended Land Uses and Definitions

The draft plan amendment recommends the following adjustments to the Land Uses by Character Area table and related definitions:

- The definition of Mixed-Use is proposed to be amended to allow this category to include adjacent uses on the same parcel and not just vertically-stacked mixed-use developments.
- The category of Skilled Nursing Facilities has been removed from the table, as it was deemed to be a too specific of a land use category to be considered as part of the Comprehensive Plan.
- In Character Area 1, Heavy Commercial uses are recommended to be allowed in the areas along Pacific Boulevard and Peterson Place that are currently zoned exclusively for industrial and commercial uses.
- Two changes are recommended for Character Area 7B to reflect its separation from Character Area 7A:
  - Regional-level commercial or office uses of 50,000 sq. ft. or more would be permitted, as they are compatible with the higher-intensity vision for Buford Highway.
  - Similarly, High-Density Residential uses in excess of 12 units per acre would be permitted throughout this character area.

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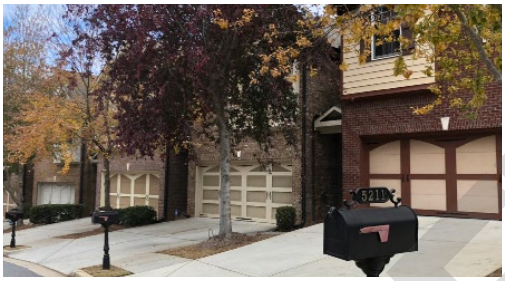

CHARACTER AREAS

The Future Development Map is a location-based vision and policy statement to help guide Norcross's elected officials, staff, and planning boards in future development and policy decisions. The Future Development Map divides the City of Norcross among twelve unique character areas as shown in Figure 2.1.

The map and corresponding policy framework is a tool to help make planning, zoning, and development decisions that are consistent with the vision and goals for the future.

DEVELOPMENT TRANSITIONS

As development and redevelopment occur across Norcross, context-sensitive transitions between different development types and intensities are essential. The graphic to the right illustrates how higher-intensity development can transition to lower-density, existing single-family neighborhoods.

New development steps down from multi-story mixed-use and multifamily buildings along busier roadways to townhomes and attached single-family homes, and then to new detached single-family homes that abut existing single-family neighborhoods. These transitions are important for preserving the character of established single-family areas while also creating vibrant, walkable, mixed-use places for all Norcross residents to enjoy.

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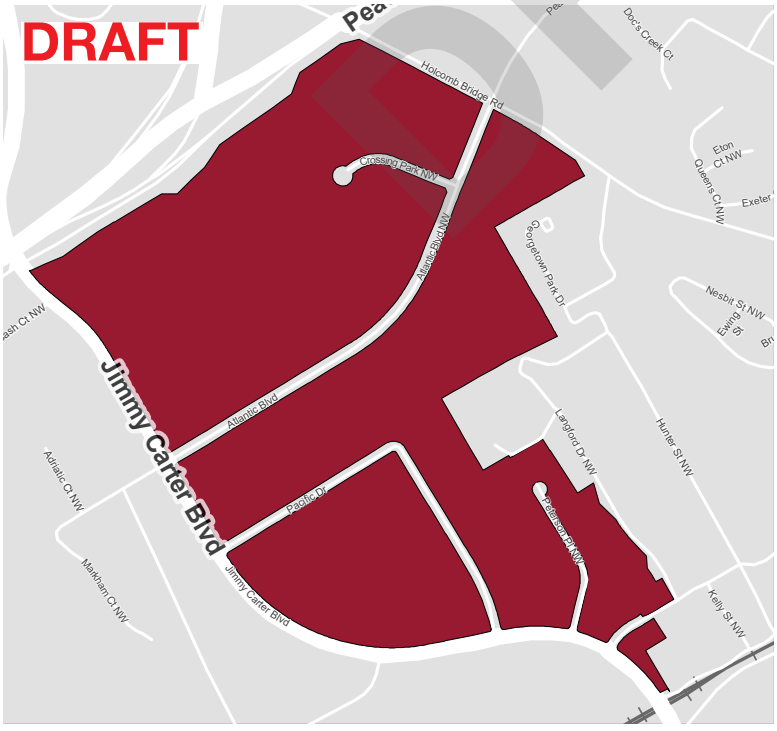
Figure 2.1. Future Development Map

Note

Future annexations will maintain the same character area policies and designations as those adopted by Gwinnett County for a period of at least one year following the effective date of the annexation. After which point, City Council may consider changes.

CHARACTER AREA 1
ATLANTIC/PEACHTREE INDUSTRIAL BOULEVARD



Vision

The Atlantic/Peachtree Industrial Boulevard gateway area is a welcoming entrance to the city and a major employment center focused on Jimmy Carter Boulevard:

- The area is known as a mixed-use employment center, with light industrial and flex space that round out the area as a dynamic business area
- Development intensity is highest along Jimmy Carter Boulevard and Peachtree Industrial Boulevard and should be lower in areas immediately adjacent to single-family residential neighborhoods
- High-density residential uses should be part of planned developments that include both commercial spaces and a mix of residential housing types
- The site of Stripling Elementary School in the area also serves as a focus of local community activities and is supported by housing in a mixed-use context that serves a diversity of ages within walking distance of the school
- As a gateway to the city at Jimmy Carter Boulevard and Peachtree Industrial Blvd a signature building/group of buildings will help define the character of the area
- A pedestrian and bicycle network provides connections both within this area and to adjacent residential neighborhoods and Historic Downtown

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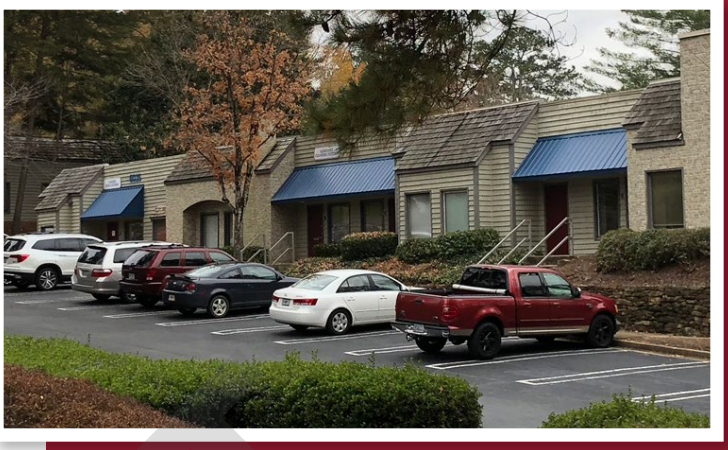
Appropriate Scale of development and land use policies

- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- Any residential uses should have good pedestrian and bicycle access to Stripling Elementary
- Limit new heavy commercial, auto-related or outdoor storage uses to properties fronting on Pacific Boulevard or Peterson Place
- Office, media (film, television, etc.), light manufacturing and related services are preferred uses



Implementation Measures

- Ensure adequate buffers to adjoining residential areas
- Improve sidewalk and pathway connections
- Maintain economic vibrancy of area
- Establish design standards for gateway areas
- Redevelopment of key sites

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CHARACTER AREA 2
MEDLOCK/PEACHTREE INDUSTRIAL BOULEVARD

Vision

Oriented along Peachtree Industrial Boulevard,the Medlock/PIB area is a mix of professional and institutional uses creating an established and aesthetically pleasing boundary along Peachtree Industrial Boulevard, the City of Peachtree Corners and adjoining residential areas. This is also the location of Paul Duke STEM High School.

- The area is hub of activity and connecting point for surrounding areas
- A dense area of mid-scale (25-50K square feet) retail and offices with corporate-focused amenities including hotels and training/conference facilities, connected by a system of sidewalks or multi-use paths
- Community facilities and institution(s) of higher education infuse the area with civic character
- A consistent design theme expressed through signage, architectural style, and landscape palette unifies the area and provides a sense of place unique to Norcross, yet complementary to a corporate campus character found in Peachtree Corners' Technology Park

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Appropriate Scale of development and land use policies

- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- Maintain visual buffers to help ensure compatibility with adjoining neighborhoods to the south
- Encourage location of small businesses and incubators, light industry and offices
- Consider first floor minimum heights in M1 to accommodate future industrial uses

Implementation Measures

- Retrofit and improve existing structures and consider infill site development where appropriate
- Coordination with Peachtree Corners and Gwinnett County on the physical design along the PIB Corridor
- Enhance the gateway signage at Medlock Bridge Road and Peachtree Industrial Boulevard
- Improved walkability through construction of sidewalks
- Implement landscape standards to establish desirable city edge
- Look for opportunities to better connect this area physically to Downtown Norcross

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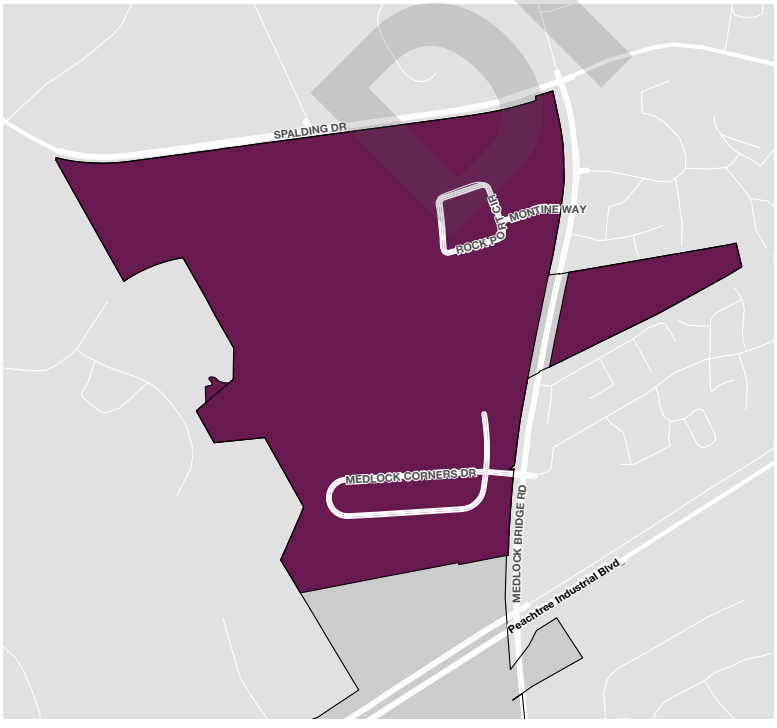
CHARACTER AREA 3
PINCKNEYVILLE



Vision

Norcross High School is the hub of this small activity center that has redeveloped as an accessible and safe location with a mix of residential, institutional, and small scale commercial and office uses:

- Norcross High School serves as the area's landmark and focus
- Residential uses predominate in proximity to the school
- A pedestrian and bicycle network physically connects area uses, supporting a multi-modal hub
- Consistent building scale and design characteristics connect the area aesthetically
- Regular coordination with Peachtree Corners ensures the compatibility of development along the city's border
- Potential for existing residential to redevelop

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Appropriate Scale of development and land use policies

- Ensure compatibility between non-residential development/redevelopment and adjoining neighborhoods through the use of buffers and transitional land uses
- Low to medium density residential preferred supported by small scale office and neighborhood oriented commercial
- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area

Implementation Measures

- Coordinate with Peachtree Corners to ensure complete street development in area and compatible development and service provision
- Promote safe routes to schools policies in coordination with Gwinnett County Public Schools

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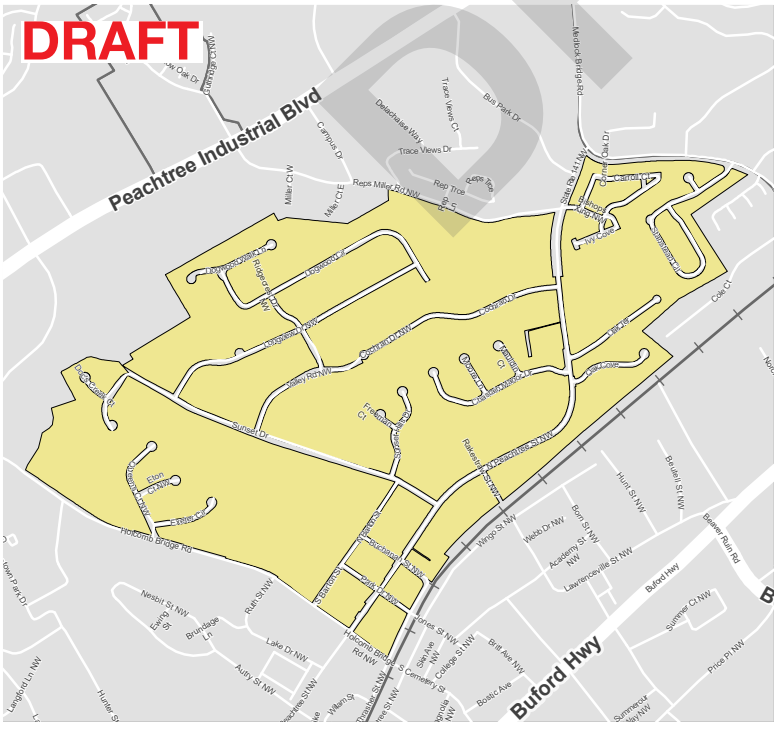
CHARACTER AREA 4
NORTH PEACHTREE STREET NEIGHBORHOODS



Vision

With a large concentration of historic homes and resources, this residential area remains a strong, stable residential location in the city:

- Established neighborhoods continue to give the area a strong single-family residential character
- Churches and parks contribute to the family-oriented nature of the area
- New parks and greenways enhance quality of life in the district, such as a path connecting the new STEM high school to nearby neighborhoods

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Appropriate Scale of development and land use policies

- Building heights-should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- Maintain historic character
- Bed and Breakfast establishments are allowed in the Historic District
- Redevelopment and infill housing should be Single Family Residential Detached with common access
- New multifamily housing should not be permitted
- Accessory Dwelling Units (ADUs) should be permitted to promote flexibility for property owners and diverse housing options that are consistent with the character of established residential neighborhoods

Implementation Measures

- Maintain the integrity of existing housing stock
- Protect and preserve the character of existing single-family neighborhoods
- Pursue greenway opportunities and sidewalk improvements that connect neighborhoods to downtown and other destinations as outlined in the Parks, Greenspaces, and Trails Master Plan
- Provide information resources for home improvements and maintenance for housing
- Work with Gwinnett DOT to discourage cut-through traffic from using Holcomb Bridge Road

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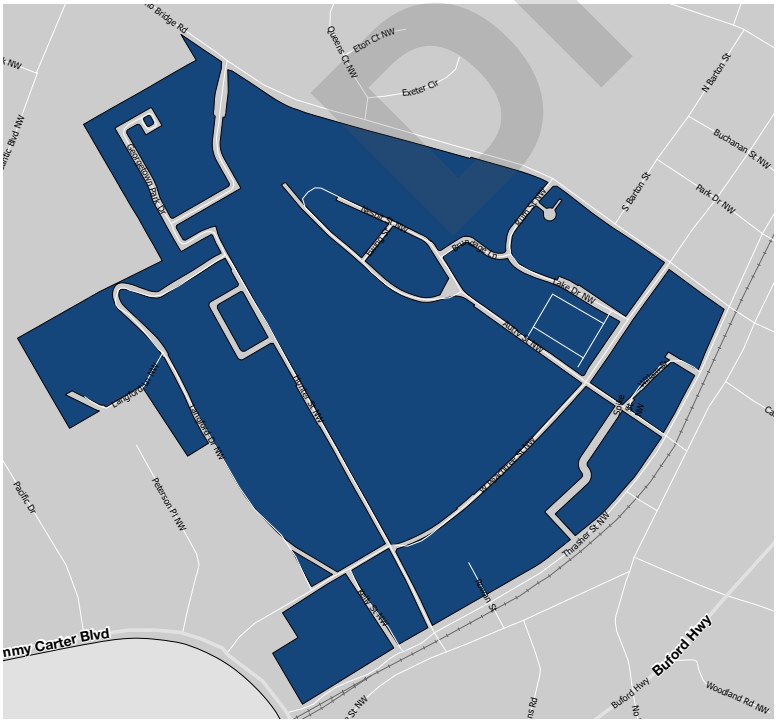
CHARACTER AREA 5
HOPEWELL WOODS



Vision

Hopewell Woods continues to develop as a mixed-use area – with a diversity of housing types, institutional and office uses as well as limited commercial to support residents and area employees:

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

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Appropriate Scale of development and land use policies

- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- Planned residential neighborhoods offering a variety of housing options are preferred
- Neighborhood scale mixed use allowed with supportive office and neighborhood commercial
- In areas west of West Peachtree Street, medium density housing should be allowed but should be consistent with the height and scale of surrounding residential neighborhoods

Implementation Measures

- Build on the success of the Hunter-Walker Trail by further improving the sidewalk network to enhance bike and pedestrian connectivity between neighborhoods
- Improve bicycle infrastructure to support alternative travel
- Develop landscaping and design standards for infill development and redevelopment
- Consider opportunities for public parks
- Provide appropriate landscaping in areas adjacent to historic downtown core

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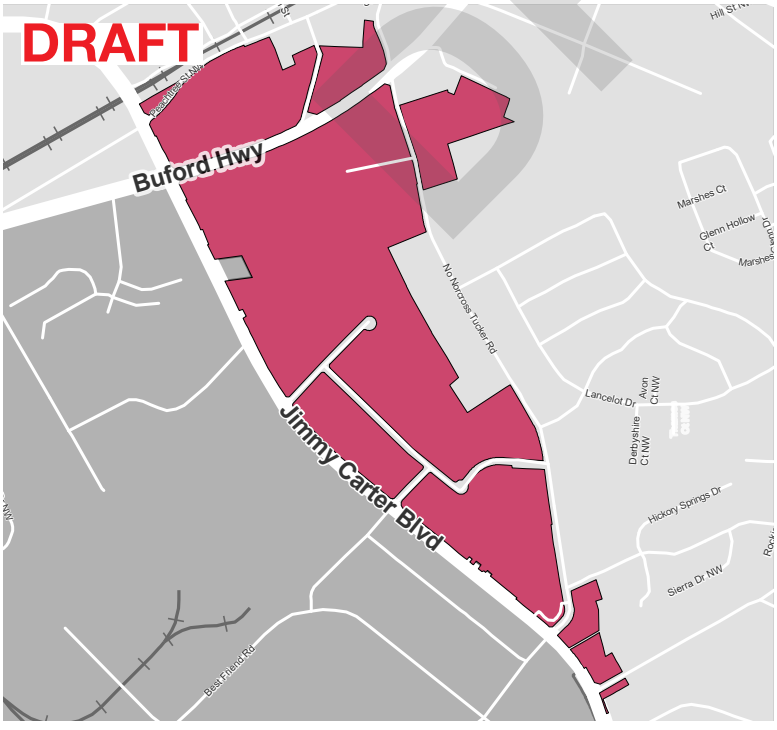
CHARACTER AREA 6
BUHI/CARTER ACTIVITY CENTER



Vision

A medium to high density mixed-use node, consistent with the Jimmy Carter Boulevard/Buford Highway Redevelopment Plan:

- Includes a mix of residential and commercial space
- Connections to Best Friend Park make it a desirable place to live and locate a business
- Development intensity is highest at the intersection of Buford Hwy and Jimmy Carter Boulevard

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Appropriate Scale of development and land use policies

- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- Preferred mixed use developments
- Consider first floor minimum heights in M1 to accommodate future industrial uses
- Industrial and heavy commercial uses should be screened appropriately from adjacent single-family uses.

Implementation Measures

- Work with the Gateway85 CID to implement the Jimmy Carter Blvd LCI Study
- Create pedestrian and bicycle connections to Gwinnett County's Best Friend Park
- Encourage village concept – of mixed residential and residential over commercial and freestanding retail
- Implement gateway signage to direct people to community hubs
- Work with private entities and Gateway85 CID to encourage development of a mixed-use node at Buford Highway and Jimmy Carter Blvd
- Pedestrian and bicyclist safety improvements at Jimmy Carter Blvd and Buford Highway

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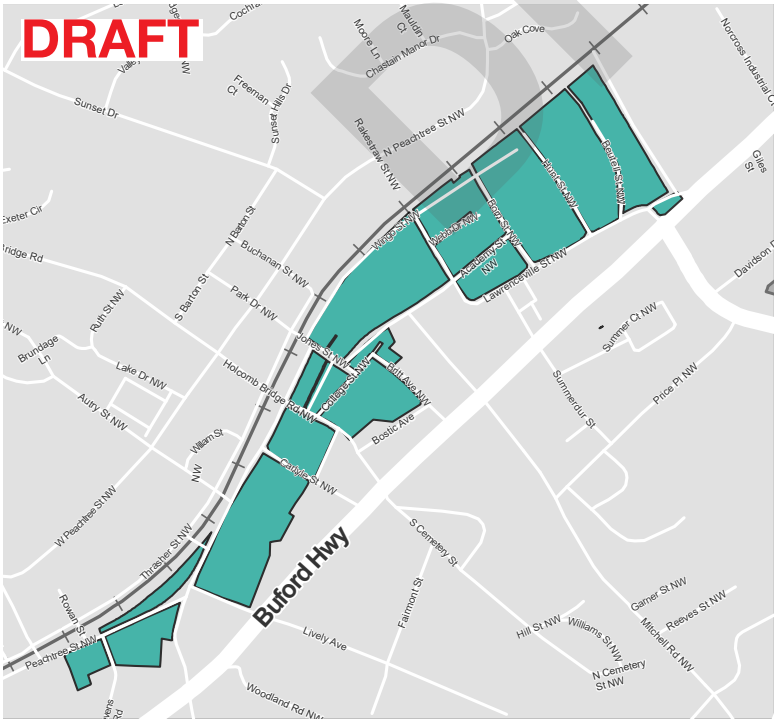
CHARACTER AREA 7A
HISTORIC DOWNTOWN NORCROSS



Vision

The civic and commercial heart of the community, Historic Downtown Norcross offers a wide variety of entertainment, dining, recreational and shopping options. Through redevelopment and public investment, the Historic Downtown Norcross character is a destination for the Greater Norcross community:

- Historically compatible buildings create an economically and environmentally sustainable place to live, work, and visit
- People from across the city and region visit Historic Downtown Norcross for retail, dining, and other entertainment options that serve all ages
- Redevelopment and new development maintain the historic, small-town character of the area
- From Town Center LCI: “a compelling destination” that “embraces its history while providing a forward-thinking, socially engaging, inclusive, economically and environmentally sustainable place to live, work and visit.”

Appropriate Scale of development and land use policies

- Maintain historic character of the downtown with building heights that are consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area.

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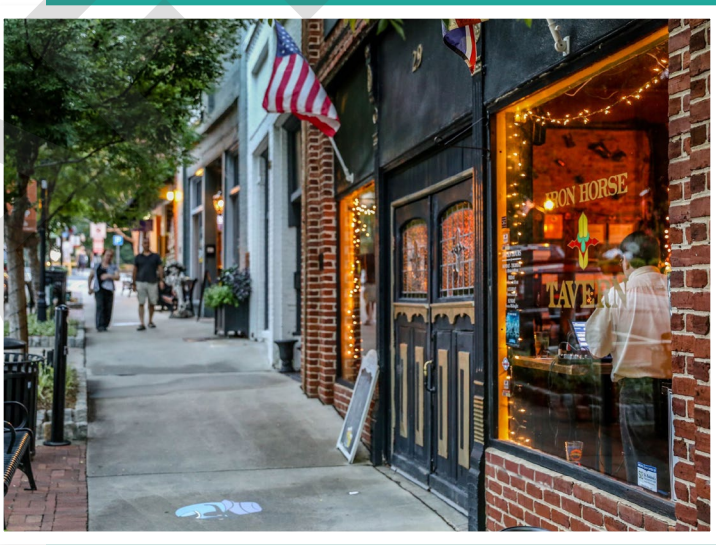
- Commercial uses are encouraged to be locally-owned restaurants, boutiques, and entertainment-oriented uses; regional and national chains are discouraged
- Planned residential communities are encouraged to be medium density residential and compatible with the scale and character of Historic Downtown Norcross, offering a variety of housing options
- All uses should emphasize pedestrian and bicycle access; no new auto-oriented or drive-through commercial uses should be permitted

Image: Woodstock, Georgia

Implementation Measures

- Continue to program downtown events to support families, children, working professionals, and seniors
- Attract additional commercial uses to the Downtown district
- Identify opportunities to improve public spaces and amenities in alignment with the vision for the area
- Review the Norcross Architectural and Site Design Standards to ensure requirements align with the historic character of the area
- Enhance accessibility and safety for all transportation users, including pedestrians, cyclists, and vehicles, in Downtown Historic Norcross including the Skin Alley Extension
- Implement recommendations from the 2025 Downtown Norcross Parking Study



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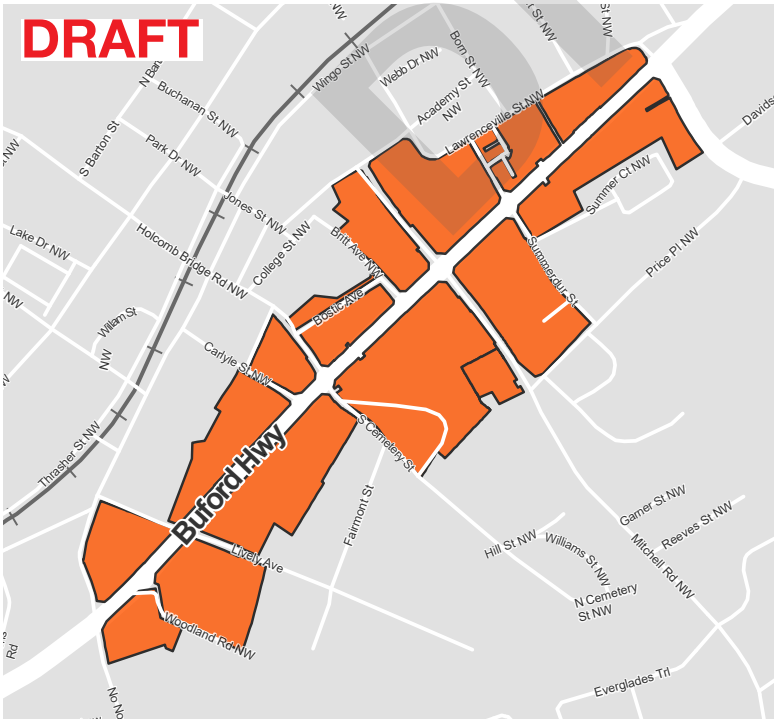
CHARACTER AREA 7B
BUHI DISTRICT

Image: Milton, Georgia



Vision

The BuHi District is a vibrant, walkable, mixed-use corridor that serves as both a gateway to Norcross and a transition from higher intensity development along Buford Highway down to lower intensity to match the scale and character of the City's historic downtown (Character Area 7A). The District offers a diverse mix of neighborhood-serving commercial, public amenities, and higher-intensity residential in direct proximity to Historic Downtown Norcross. The BuHi District provides safe and accessible transportation connections for pedestrians, bicyclists, and transit users, while continuing to accommodate a high volume of vehicular traffic.

- Development intensity is highest along Buford Highway, transitioning down to lower intensity development near Historic Downtown Norcross
- From Town Center LCI: "a compelling destination" that "embraces its history while providing a forward-thinking, socially engaging, inclusive, economically and environmentally sustainable place to live, work and visit."
- The area is a local and regional destination, featuring thriving, walkable, community-serving businesses supported by residential development that serves a diversity of ages

Appropriate Scale of development and land use policies

- Mixed-use and commercial developments are encouraged to incorporate diverse, community-serving retail like local restaurants, grocery stores, entertainment-

oriented uses, and other local businesses

- Development and redevelopment of commercial areas should transform existing auto-oriented commercial uses into more walkable, integrated development
- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- Planned residential communities offering a variety of housing options, including higher intensity residential, are appropriate for parcels fronting Buford Highway and those adjacent to these parcels
- No new auto-oriented commercial or drive-through uses

Implementation Measures

- Create better pedestrian and bicycle connections across Buford Highway
- Implement recommendations from the 2025 Downtown Norcross Parking Study
- Implement safe pedestrian and bicycle connections across Buford Highway and to nearby schools and residential neighborhoods
- Maintain a balance of commercial and residential uses
- As redevelopment occurs, look for ways to retain legacy businesses that are compatible with the vision for the BuHi District.
- Recruit desired commercial businesses to occupy new and existing mixed-use buildings
- Pursue targeted redevelopment sites identified in the Buford Highway Master Plan
- Encourage sustainable development measures present in the Buford Highway Master Plan

Image: Woodstock, Georgia

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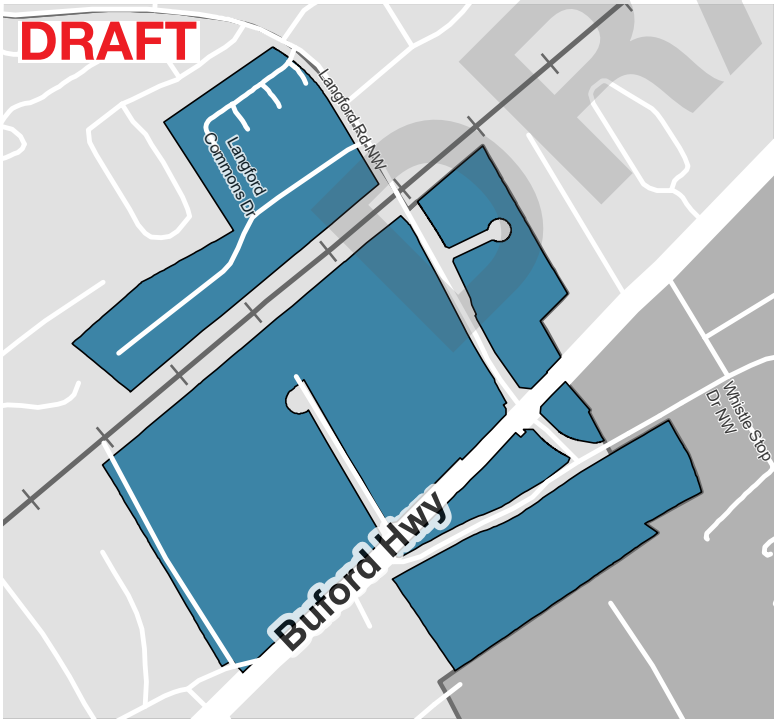
CHARACTER AREA 8
LANGFORD ROAD INDUSTRIAL CENTER



Vision

The area is a hub of business and industrial innovation and creativity:

- Maintain industrial tax base
- Small, affordable commercial spaces serve as an incubator for small and new businesses
- Aesthetically pleasing area with standards to maintain compatibility
- Provide walkability bicycle infrastructure along Buford Highway
- Corridor improvements and connections to the Town Center make the area attractive for new businesses
-

Appropriate Scale of development and land use policies

- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- Consider first floor minimum heights in M1 to accommodate future industrial uses
- Preferred location for general commercial and light industrial uses
- Industrial and heavy commercial uses should not be visible from Buford Highway, and screened appropriately
- Encourage the location of incubators and adaptive reuse of buildings

Implementation Measures

- Maintain and improve a safe and efficient transportation system for freight movement related to industrial uses
- Offer safe pedestrian and cycling opportunities

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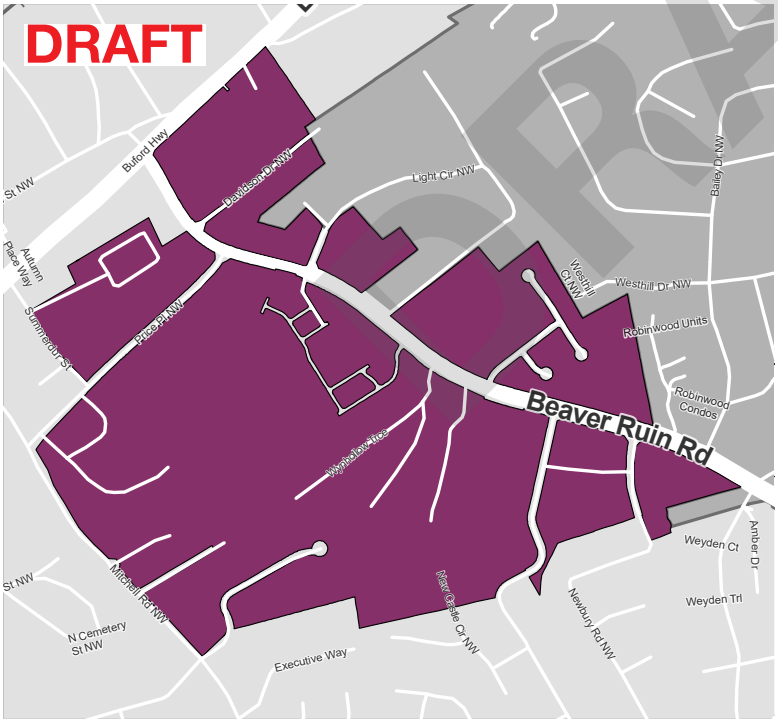
CHARACTER AREA 9
SUMMEROUR



Vision

An activity hub and gateway to the city serving the common needs of Norcross residents with education, recreation, retail.

- The new path through this area has created a link between the southeastern portion of the city and the central and northwestern sections
- Public and private investment has brought new civic facilities and small scale retail to support the surrounding neighborhood
- A traffic access management strategy and new transit opportunities have increased mobility and safety in the area
- Upgraded and new pedestrian and bicycle connections to Buford Highway and along Beaver Ruin Road have improved safety

Appropriate Scale of development and land use policies

- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- A variety of residential housing options are allowed, as part of a planned residential development
- Small scale office and neighborhood oriented commercial uses are allowed

Implementation Measures

- Pursue recommendations of the Norcross Activity Center LCI and pursue five-year update
- Implement Mitchell Road streetscape project, adding a 10-12-foot multi-use path to link Downtown
- Encourage higher scale, traditional residential development/redevelopment –including townhomes, narrow-lot housing, and cluster homes
- Continue to implement Safe Routes to School recommendations for the Summerour District
- Continue to pursue safe pedestrian and bicycle connections across Beaver Ruin Road
- Implement the Beaver Ruin Creek Greenway Concept

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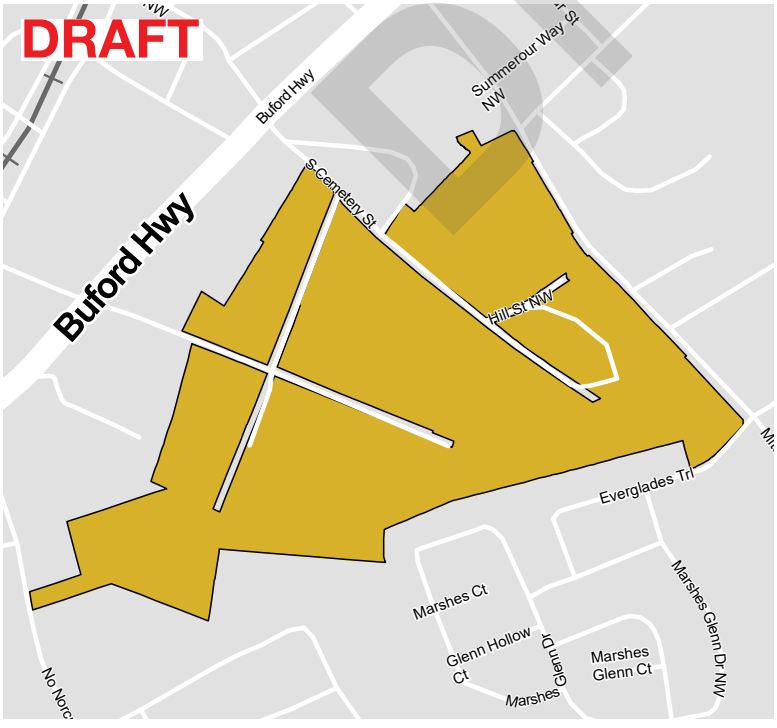
CHARACTER AREA 10
SOUTH CEMETERY STREET



Vision

This is a unique district in Norcross providing a mix of public and private spaces:

- A concentration of light industrial and heavier commercial
- Redevelopment has spurred access and freight traffic movement improvements in the area

Appropriate Scale of development and land use policies

- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- Industrial and heavy commercial uses should not be visible from Buford Highway, and screened appropriately
- Auto related commercial, heavy commercial uses, and light industrial uses are allowed
- Consider first floor minimum heights in M1 to accommodate future industrial uses

Implementation Measures

- Industrial and heavy commercial uses should not be visible from Buford Highway, and screened appropriately
- Improve and maintain local streets to accommodate truck traffic where appropriate
- Implement the Beaver Ruin Creek Greenway Concept

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CHARACTER AREA 11
SOUTH NORCROSS NEIGHBORHOODS

Vision

- Master planned, well-constructed, design-conscious medium density housing dot the eastern edge of the area and support the employment center at Beaver Ruin and Indian Trail
- Single-family neighborhoods to the west provide an important source of affordable housing for workforce and young families
- A culturally diverse area
- Streetscapes and general reinvestment has enhanced the aesthetic quality of the area, with a dense network of sidewalks
- The Beaver Ruin Creek Greenway provides enhanced connectivity and recreation options for all residents of this area

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Appropriate Scale of development and land use policies

- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- A variety of residential housing options are allowed, as part of a planned residential development

Implementation Measures

- Develop home maintenance and home ownership assistance programs to support long-term sustainability of housing stock
- Continue to implement recommendations of the Norcross Activity Center LCI and pursue a five-year update
- Implement Mitchell Road streetscape improvements – including multi-use path
- Acquire site for active recreation, playground equipment, and picnic area as identified in Parks Master Plan
- Increase lighting along Mitchell Road
- Continue to pursue code enforcement to ensure consistency with development and zoning codes and Norcross' character
- Implement the Beaver Ruin Creek Greenway Concept
- Undertake senior housing initiative to support the construction of housing options appropriate for seniors and the mobility impaired

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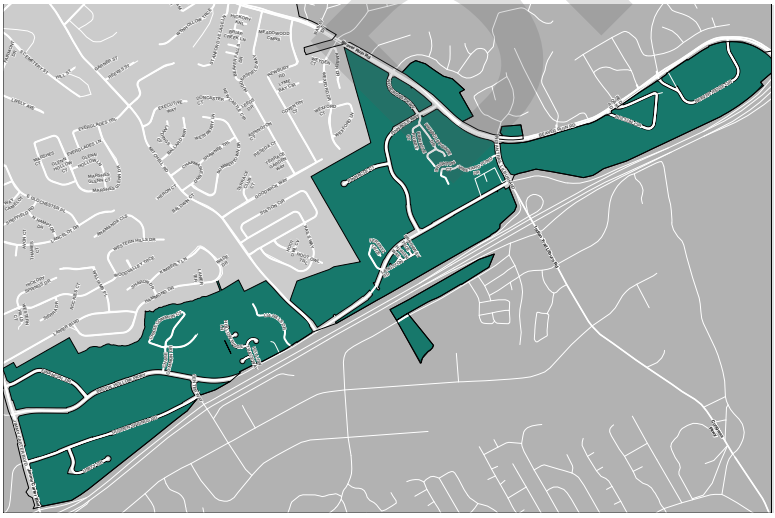
CHARACTER AREA 12
I-85 ACTIVITY CENTER



Vision

A growing regional center that has convenient access to I-85, is supportive of a major transit hub, and celebrates the cultural diversity of the area:

- The area is characterized by master planned developments of mid-rise buildings
- A mixed-use hub consisting of offices, restaurants, and housing options at higher densities that would be supported by future higher capacity transit services.
- Well-designed ~~big box~~ retail structures in this area add architectural interest to the streetscape and are safely accessible to pedestrians and bicyclists
- The area has a multi-cultural element that leverages the diversity of the city's population
- Implement safe pedestrian and bicycle connections across major transportation corridors such as Beaver Ruin Road, Indian Trail-Lilburn Road, Jimmy Carter Boulevard, and Brook Hollow Parkway
- Preserve major industrial and commercial properties to promote employment and business activity
- The area has a strong trail network connecting to new development, nearby destinations, other existing and future trails, and current or future transit systems

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Appropriate Scale of development and land use policies

- Building heights should be consistent with the allowable heights in the zoning district and compatible with the heights of existing structures in the surrounding area
- Consider first floor minimum heights in M1 to accommodate future industrial uses
- Highway and transit oriented commercial are preferred
- Industrial uses are allowed; light industrial uses are preferred

Implementation Measures

- Implement gateway signage and landscaping to welcome visitors and residents to the city
- Establish design standards and landscaping to elevate character of the corridor
- Implement complete streets along Brook Hollow Parkway
- Support regional initiatives that would incorporate regional transportation improvements (e.g. bus rapid transit) to the western side of the Jimmy Carter Boulevard interchange
- Support transit-oriented development
- Support bicycle and pedestrian connectivity throughout the area and connect to existing and planned transit and trail destinations
- Maintain a strong partnership with the Gateway85 CID to further redevelopment of area
- Coordinate development with the Indian Trail-Lilburn Road and Jimmy Carter Boulevard LCI plans across I-85
- Implement the Beaver Ruin Creek Greenway Concept
- Evaluate stormwater needs throughout the area
- Coordinate with county, regional, and state partners to address potential impacts from future roadway, interstate, and transit projects

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LAND USES BY CHARACTER AREA

The following chart indicates the land uses within each character area. Refer to the preceding Character Area descriptions for additional guidance on the specified land uses.

GENERALIZED USES	1 - Atlantic-PIB (p.16)	2 - Medlock-PIB (p. 18)	3 - Pinckneyville (p. 20)	4 - N Peachtree St Nbhds (p.22)	5 - Hopewell Woods (p.24)	6 - Buford Hwy/JCB (p.26)	7A - Historic Downtown Norcross (p.28)	7B - BuHi District (p.30)	8 - Langford Rd Ind. Ctr. (p.30)	9 - Summerour (p. 31)	10 - S Cemetery St. (p.32)	11 - S Norcross Nbhds (p. 34)	12 - I-85 Activity Ctr. (p.36)
Low Density Residential			■	■	■		■			■		■	
Medium Density Residential		■	■		■	■	■	■	■	■		■	
High Density Residential	■					■		■		■		■	■
Planned residential community (mixed housing types allowed)	■		■		■		■	■		■		■	■
Skilled Nursing Facilities (no rehab)	■	■	■	■	■	■	■	■		■		■	■
Neighborhood level commercial, studio or office (<5,000 sf)	■	■	■		■		■	■	■	■		■	
Community level commercial or office (< 50,000 sf)	■	■				■	■	■	■				■
Regional level commercial or office (>50,000 sf)	■	■				■		■					■
Heavy commercial (auto related, outdoor storage)	■								■		■		■
Entertainment related commercial	■	■				■	■	■					■
Mixed-use	■	■	■		■	■	■	■		■			■
Light industrial and warehousing	■	■				■			■		■		■
Heavy industrial													■
Places of assembly	■	■	■	■	■	■	■	■	■	■	■	■	■
Transportation, Communication, Utilities	■	■	■	■	■	■	■	■	■	■	■	■	■
Parks and Recreation	■	■	■	■	■	■	■	■	■	■	■	■	■

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Land Use Definitions

Low Density Residential - land used for single family housing and customary accessory structures on individual parcels up to and including 4 dwelling units per acre.

Medium Density Residential - land occupied by residential uses and customary accessory uses at a density up to and including 12 dwelling units per acre.

High Density Residential - land occupied by residential uses and customary accessory uses at a density over 12 units per acre.

Planned residential community (mixed housing types allowed) – a residential development whose essential features are a definable boundary, and a consistent, but not necessarily uniform character. Such developments may include a variety of housing types and typically share common recreational amenities, and private covenants, conditions, and restrictions enforced by a homeowners' association.

Neighborhood level commercial, studio or office (<5,000 sf) - Neighborhood focal points with a concentration of small commercial, civic, and public activities. Uses within Neighborhood level commercial, studio, or office are intended to be local-serving.

Community level commercial or office (< 50,000 sf) - Business oriented developments containing a mix of commercial, professional, civic, or public uses designed to accommodate commercial uses serving several adjacent neighborhoods. Individual structures are less than 50,000 sf

Regional level commercial or office (>50,000 sf) - Business oriented development containing a mix of mid to high rise commercial, professional, civil and public uses accommodating the needs of the community and surrounding region.

Heavy commercial (auto related, outdoor storage) - Auto and truck repair shops, auto sales, and other auto related uses that include outdoor storage.

Entertainment related commercial - Downtown restaurants, brewpubs, small specialty commercial, professional office, civic and public uses. Central gathering places for the community.

Mixed-use - A mixed-use, live/work/play district that provides a venue for gatherings, events, civic activities, and residential uses. Uses may be mixed vertically or horizontally.

Light industrial and warehousing - Clean, light industrial uses that have minimal impact on nearby residential use are encouraged, as well as transportation/ warehousing/ distribution uses carefully planned to avoid freight traffic impacts on residential areas.

Heavy industrial - Traditional manufacturing, junkyards, intense industrial uses that may generate adverse effects not compatible with residential areas.

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

Transportation, Communication, Utilities - Power Stations, Airports, Public Utility Facilities, communication towers (if located on their own parcel)

Parks and Recreation - Public parks, and private recreation areas held in common ownership, as well as conservations areas legally protected from future land disturbance.

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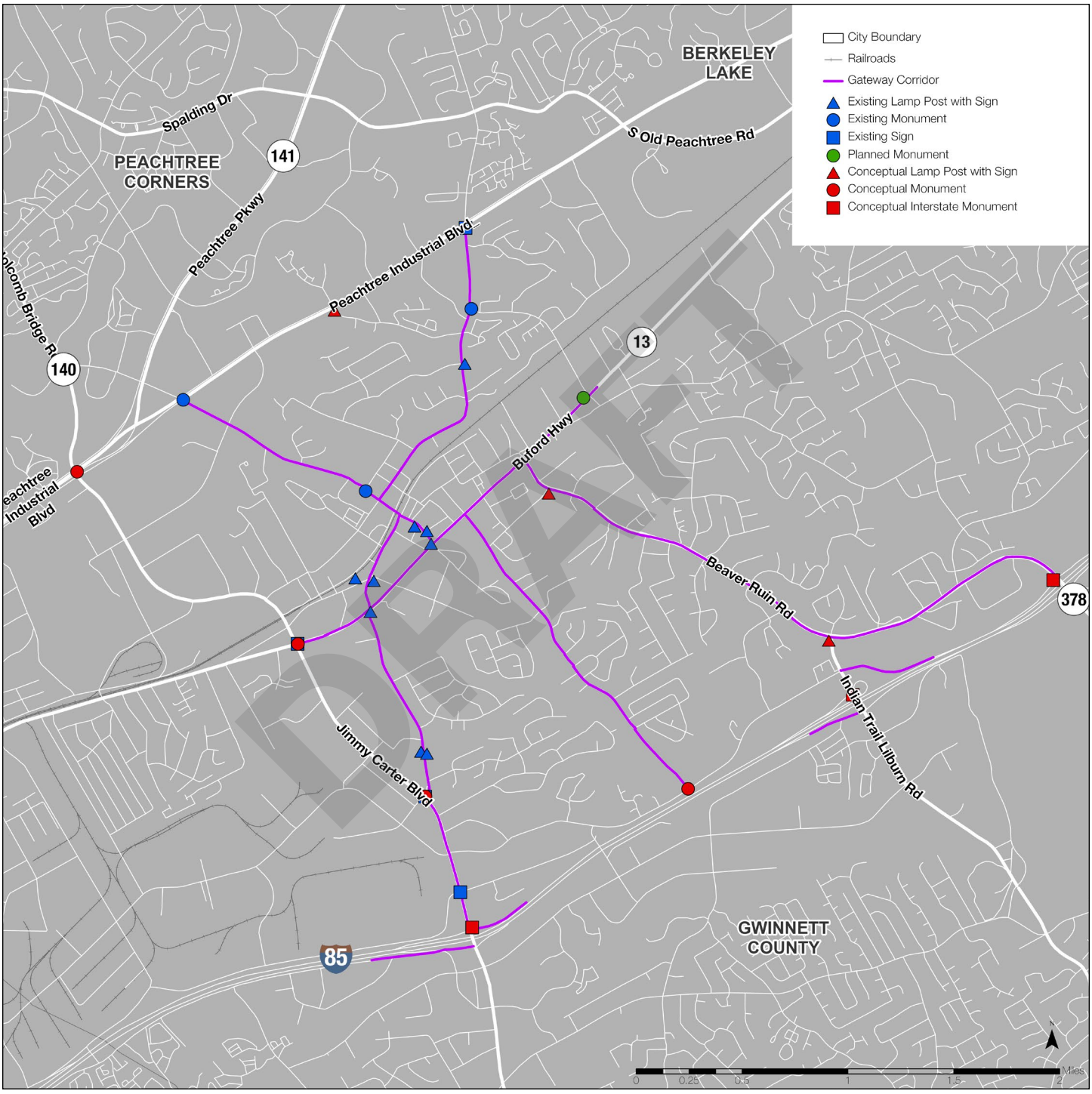
GATEWAYS

The Gateway Corridors and Structures Map identifies the preferred locations of gateway monuments, signs, and corridor streetscape treatments that are designed to enhance the community's sense of place. The gateways should reflect the character of traditional downtown Norcross, or the vision and recognized design elements of the character area they lie within. They do not have to be a monument or sign as is already visible in several locations around the community; they can also be a strong architectural statement, such as the old "Gwinnett Is Great" water tower that used to be a standard landmark feature along I-85, off of Goshen Springs Road near the Jimmy Carter Boulevard and I-85 interchange. In fact, it is recommended that the Interstate gateways shown on the map should be something of that scale to attract the attention those that travel along highway. The Gateway Corridors will be the targets of streetscape improvements, corridor banners and possible design standards to help create a uniformed image as residents and visitors approach the town center.

The Community Work Program identifies projects designed to support this gateway planning effort, and includes policies to support complimentary design and uses for new development proposed adjacent to these locations. These projects include additional monument construction, new signage, streetscape efforts, and potential design standards.

Some of the gateway elements are already in place in and around the city and help to create a sense of arrival at a unique destination. These gateways, including the gateway into the city on Holcomb Bridge Road seen in the photo above, set the tone for future improvements.

2.2 Gateway Corridors and Structures Map



LONG RANGE ROAD CLASSIFICATION

Roadway classification provides a mechanism for the City to apply design standards and policies consistent with the functionality of each type of roadway. Roadway classification, also called functional classification, generally distinguishes roadways based on two key factors of access and mobility. Arterial roadways provide greater mobility and tend to allow higher speeds over greater distances. On the other end of the spectrum, local roads provide greater access to adjacent destinations with more driveways and connecting streets, typically accompanied by lower speeds. Private streets are usually associated with residential subdivisions. They are subject to the same regulations and standards as their public counterparts

The City's Long Range Road Classification Map, Figure 2.3, is a modified version of the County's Long Range Road Classification Map. Changes include:

- Re-designation of S. Peachtree Street, N. Peachtree Street, and Lawrenceville Street from minor arterials, as shown in the County's plan, to major collectors. This better reflects the narrow right-of-way of those streets and the community's desire to preserve their historic, neighborhood character.
- Addition of a "bike-friendly route" designation. These includes roads where on-road bike lanes or multi-use trails have been planned on or adjacent to the roadway. As public and private infrastructure improvements are made along these routes, they should include the planned bicycle facilities.

Table 2.2 shows the appropriate right-of-way and roadway features for each of the long range road classifications, in line with the City of Norcross standards.

Table 2.2 Minimum Right-of-Way and Roadway Widths for New Streets and Project Access Improvements

Street Category	Minimum Right-Of-Way	Minimum Roadway
Principal Arterial	120' to 150'	6 through lanes with median
Major Arterial	100' to 120'	67'
		4 to 6 through lanes with median
Minor Arterial	80' to 100'	52' to 66'
		4 through lanes with median
Major Collector	80'	52'
Minor Collector	60' to 80'	28'
Local Street Non-residential	60' 3	32'
Non-residential Cul-De-Sac	60' radius	50' radius
Local Street Residential - Urban	50'	27'
Residential - Urban Cul-de-sac	50' radius	40' radius
Private Street Residential - Urban	50'	27'
Residential - Urban Cul-de-sac	50' radius	40' radius

Source: Table 900.1 City of Norcross UDO

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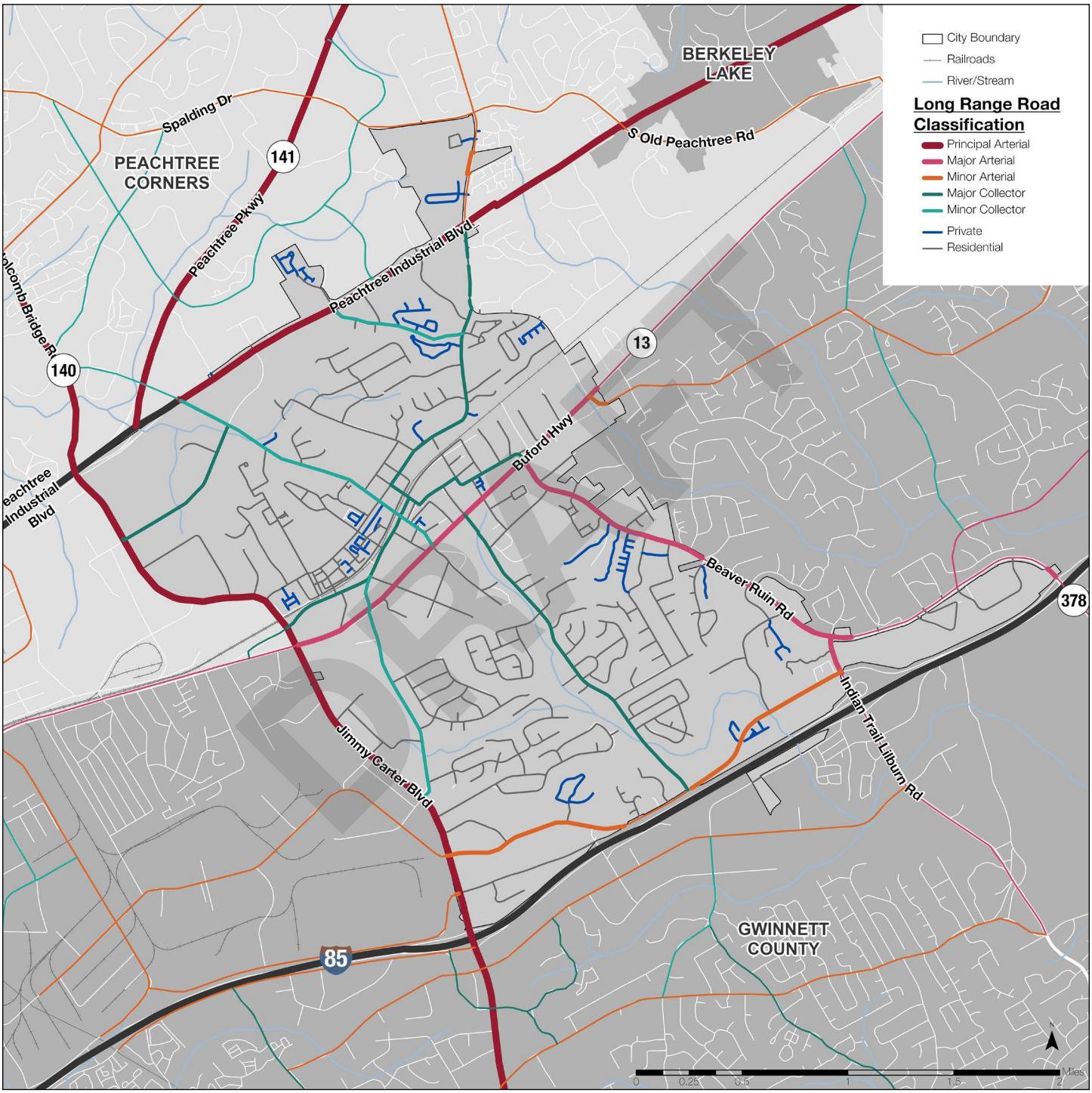
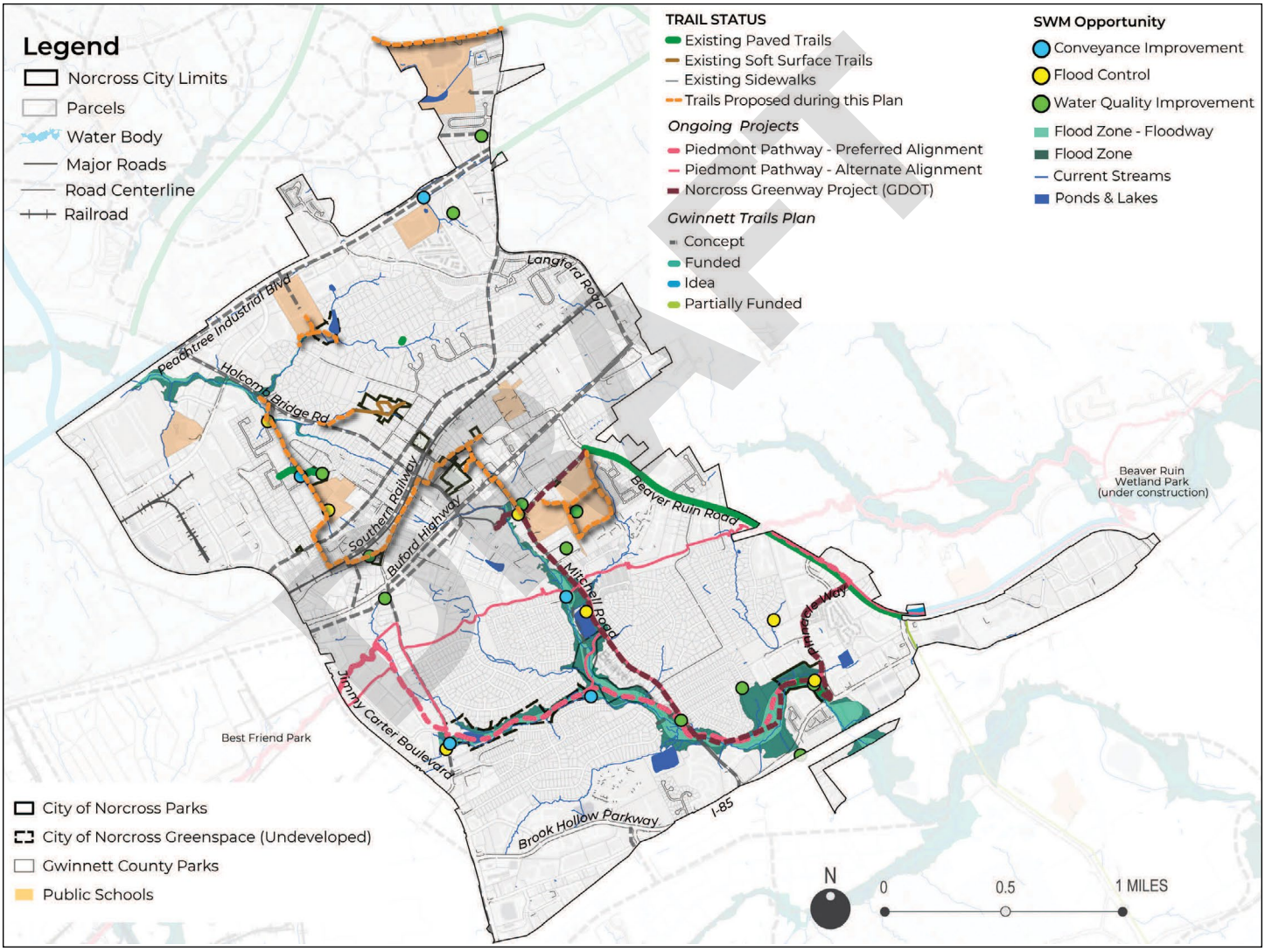
2.3 Long Range Road Classification Map



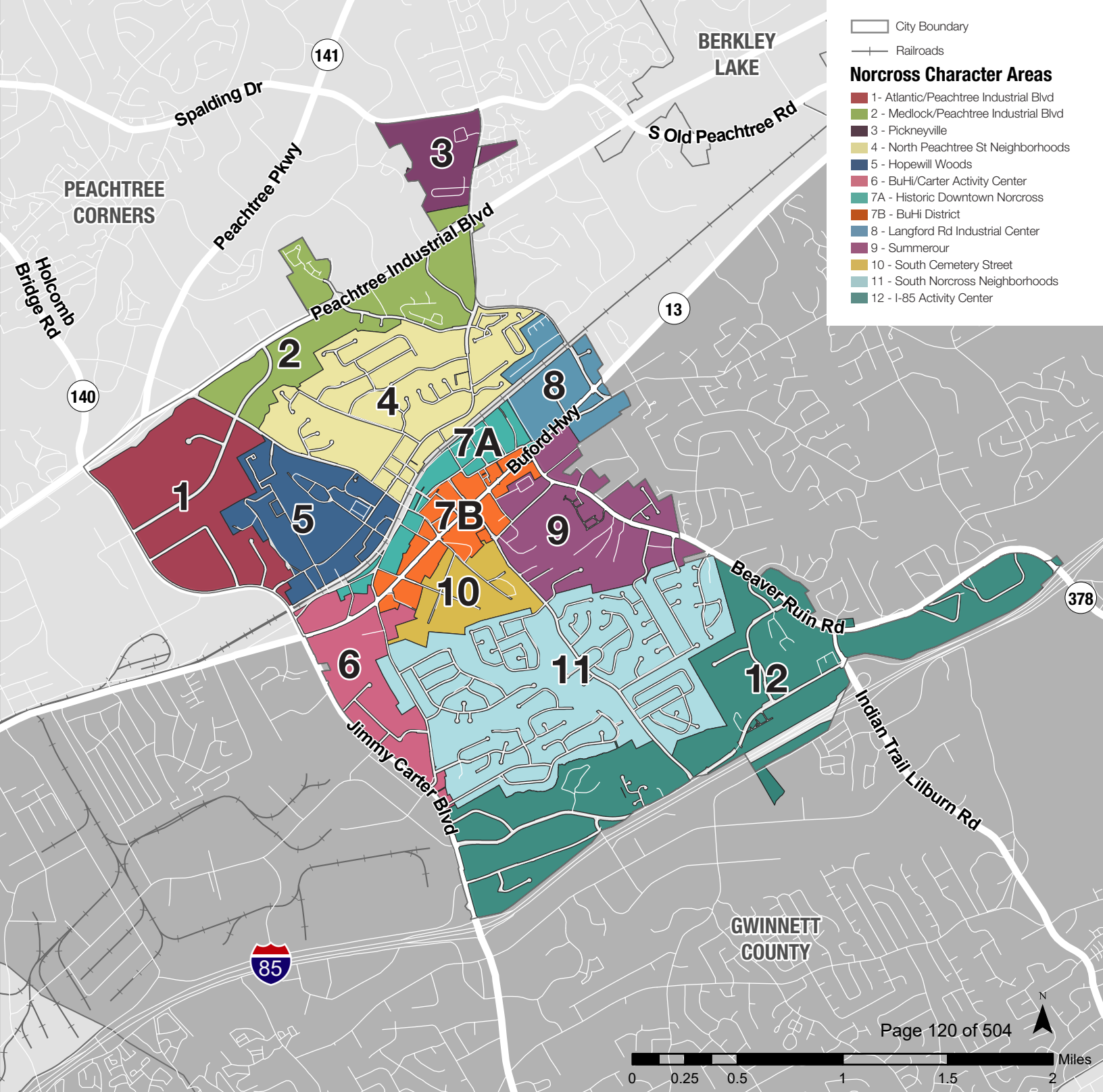
EXISTING AND FUTURE TRAILS

Figure 2.4 shows the Existing and Future Trails Map for the City of Norcross. This map is adapted from the City's Parks, Green spaces, and Trails Master Plan that was adopted in 2024.

2.4 Existing and Future Trails Map



HARRINGTON INSURANCE AGENCY
Modelo
Especial
Modelo
Especial


City Boundary
Railroads
Norcross Character Areas
1- Atlantic/Peachtree Industrial Blvd
2 - Medlock/Peachtree Industrial Blvd
3 - Pickneyville
4 - North Peachtree St Neighborhoods
5 - Hopewill Woods
6 - BuHi/Carter Activity Center
7A - Historic Downtown Norcross
7B - BuHi District
8 - Langford Rd Industrial Center
9 - Summerour
10 - South Cemetery Street
11 - South Norcross Neighborhoods
12 - I-85 Activity Center
BERKLEY LAKE
PEACHTREE CORNERS
GWINNETT COUNTY
Spalding Dr
Peachtree Pkwy
S Old Peachtree Rd
Peachtree Industrial Blvd
Holcomb Bridge Rd
Buford Hwy
Beaver Ruin Rd
Jimmy Carter Blvd
Indian Trail Lilburn Rd
141
140
13
378
85
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0.5
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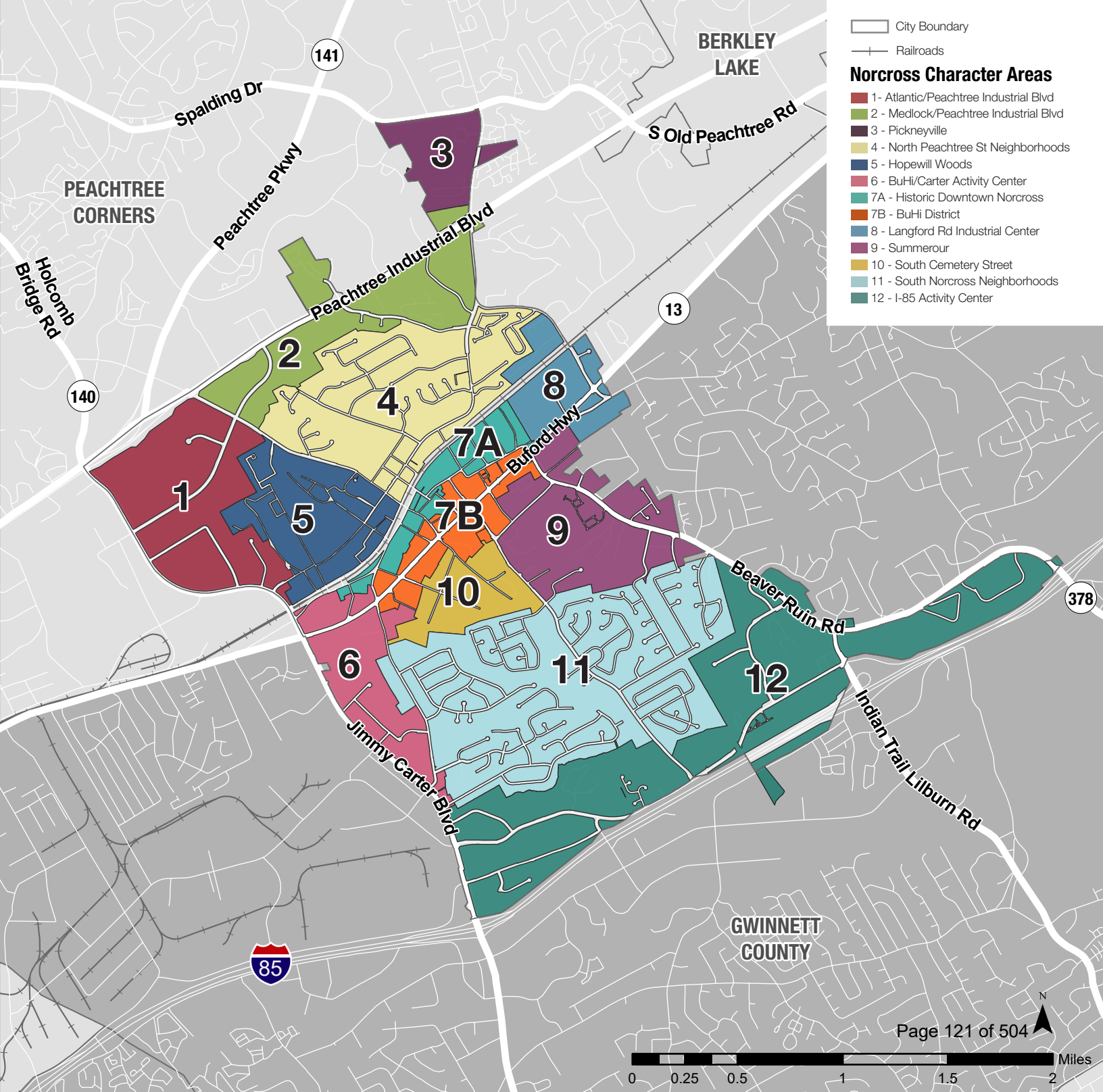
2
Miles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Buford Hwy
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Jimmy Carter Blvd
Indian Trail Lilburn Rd
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1.5
2
Miles

Norcross Comprehensive Plan and Buford Highway Master Plan Survey

Thursday, September 18, 2025

508

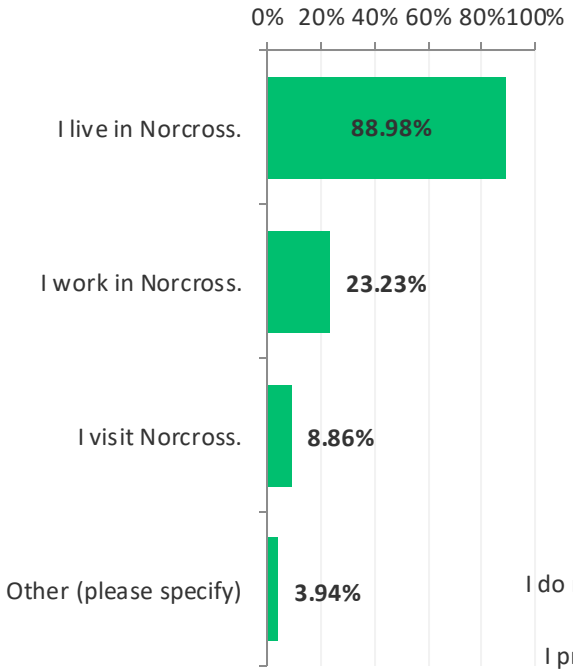
Total Responses

Date Created: Tuesday, July 08, 2025

Complete Responses: 508

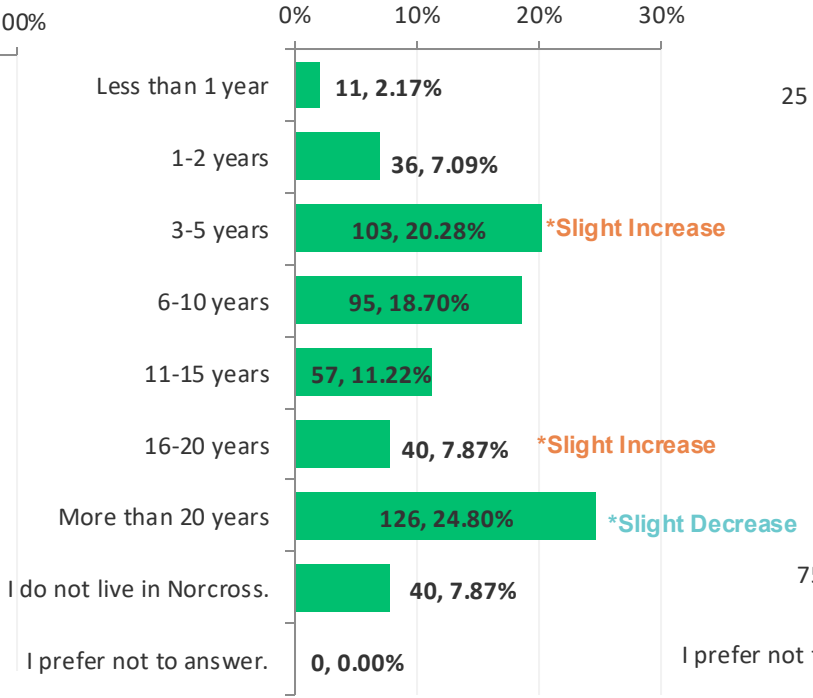
Q1: What is your relationship to Norcross? Please select all that apply.

Answered: 508 Skipped: 0



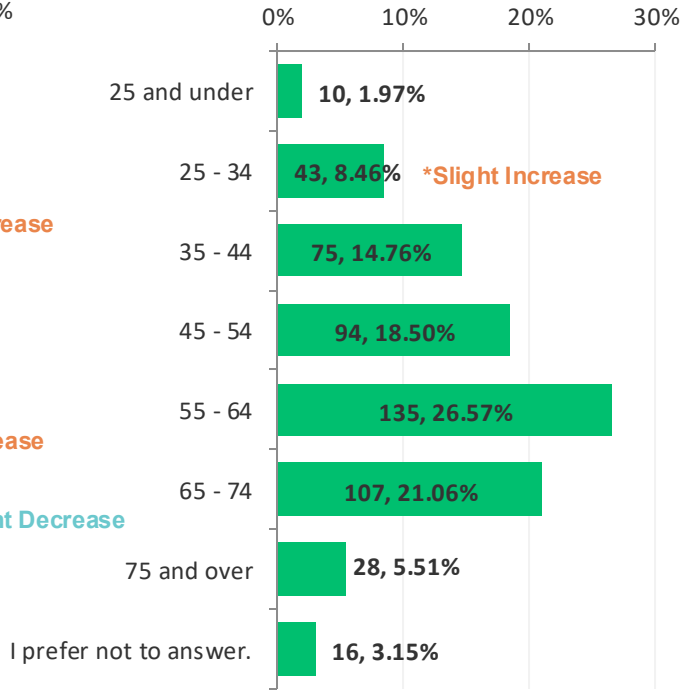
Q2: If you live in Norcross, how long have you been a resident?

Answered: 508 Skipped: 0



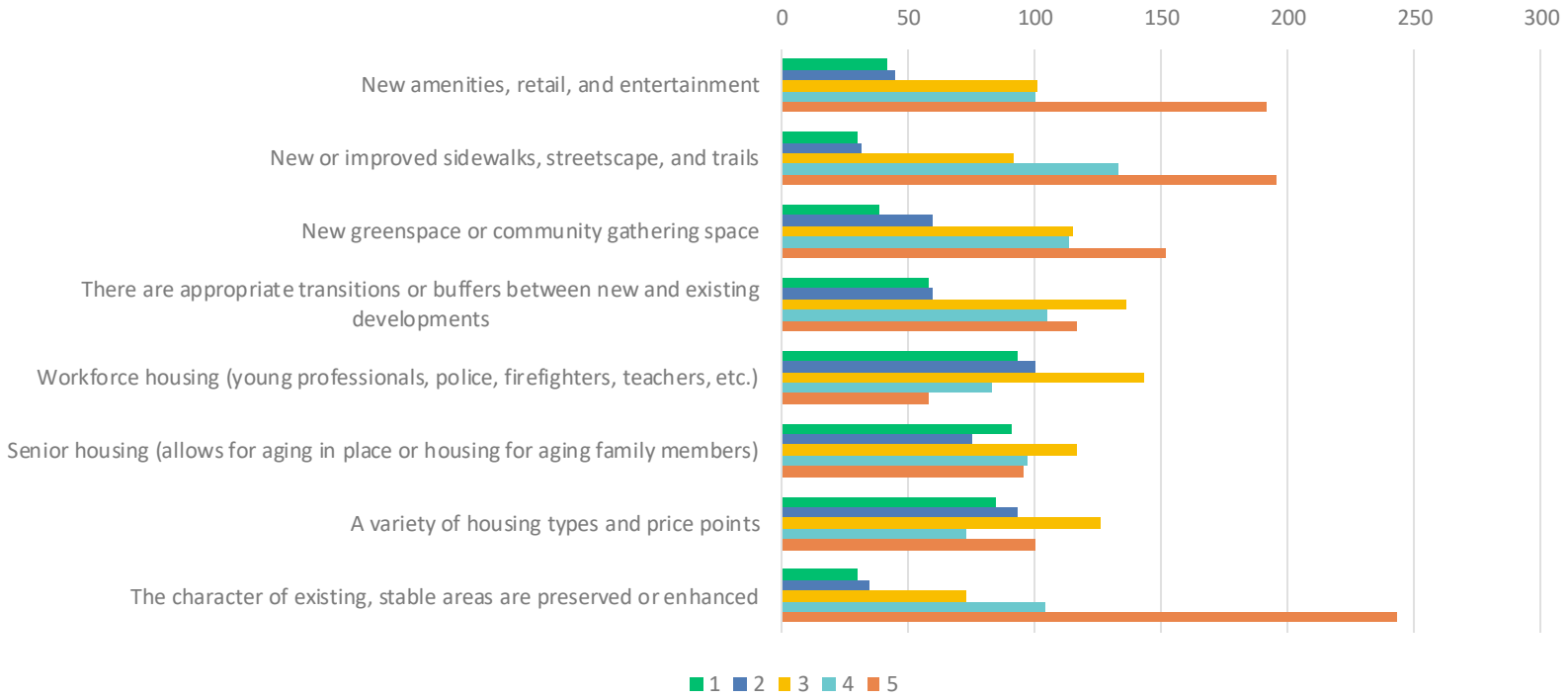
Q3: What is your age?

Answered: 508 Skipped: 0



Q4: When considering redevelopment or infill development within the City of Norcross, which of the following elements are most important to you? Rank each option on a scale of 1 to 5, where 1 is of lowest importance and 5 is of highest importance.

Answered: 487 Skipped: 21



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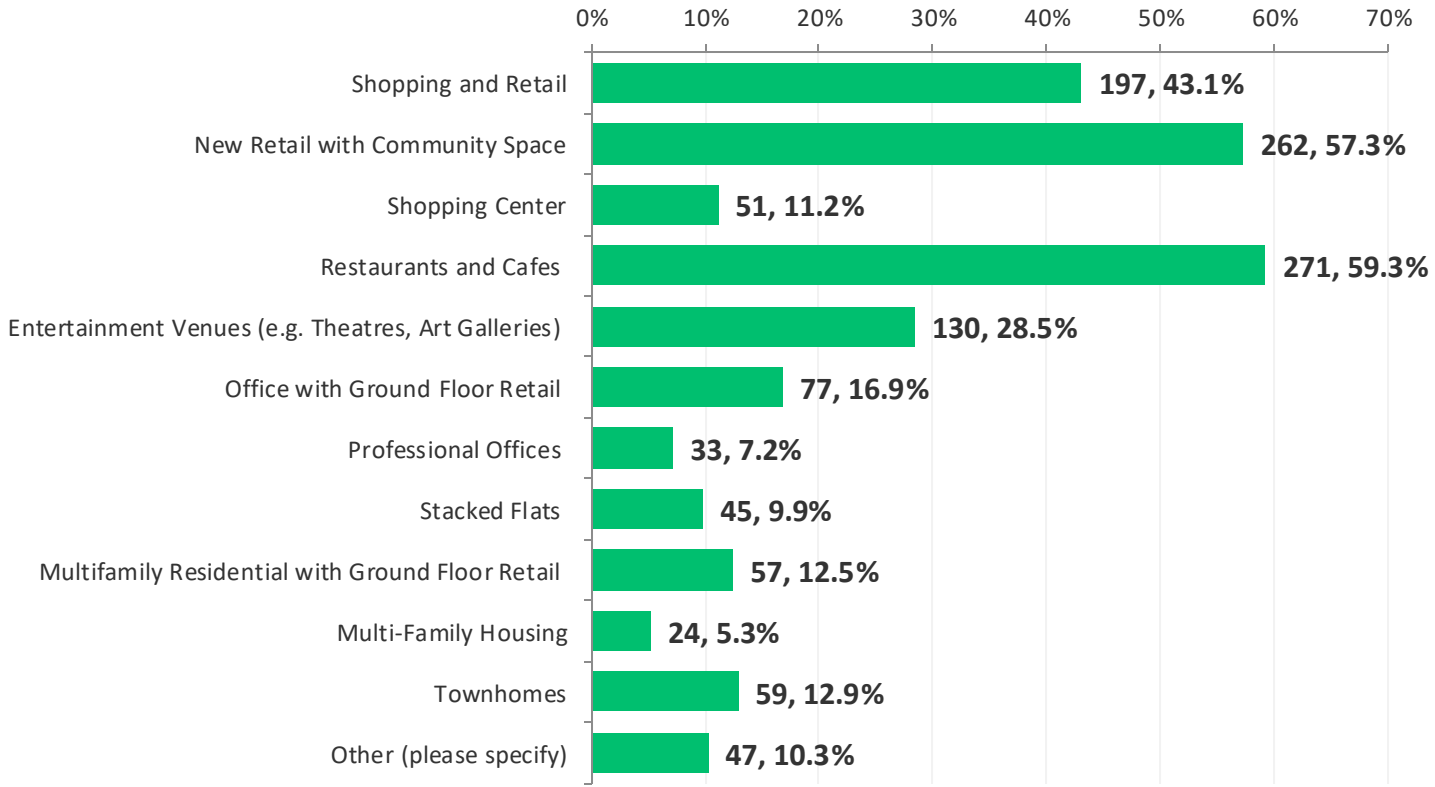
Answered: 487 Skipped: 21

	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
New amenities, retail, and entertainment	8.75% 42	9.38% 45	21.04% 101	20.83% 100	40.00% 192	480	3.74
New or improved sidewalks, streetscape, and trails	6.21% 30	6.63% 32	19.05% 92	27.54% 133	40.58% 196	483	3.90
New greenspace or community gathering space	8.13% 39	12.50% 60	23.96% 115	23.75% 114	31.67% 152	480	3.58
There are appropriate transitions or buffers between new and existing developments	12.18% 58	12.61% 60	28.57% 136	22.06% 105	24.58% 117	476	3.34
Workforce housing (young professionals, police, firefighters, teachers, etc.)	19.50% 93	20.96% 100	29.98% 143	17.40% 83	12.16% 58	477	2.82
Senior housing (allows for aging in place or housing for aging family members)	19.12% 91	15.76% 75	24.58% 117	20.38% 97	20.17% 96	476	3.07
A variety of housing types and price points	17.82% 85	19.50% 93	26.42% 126	15.30% 73	20.96% 100	477	3.02
The character of existing, stable areas are preserved or enhanced	6.19% 30	7.22% 35	15.05% 73	21.44% 104	50.10% 243	485	4.02

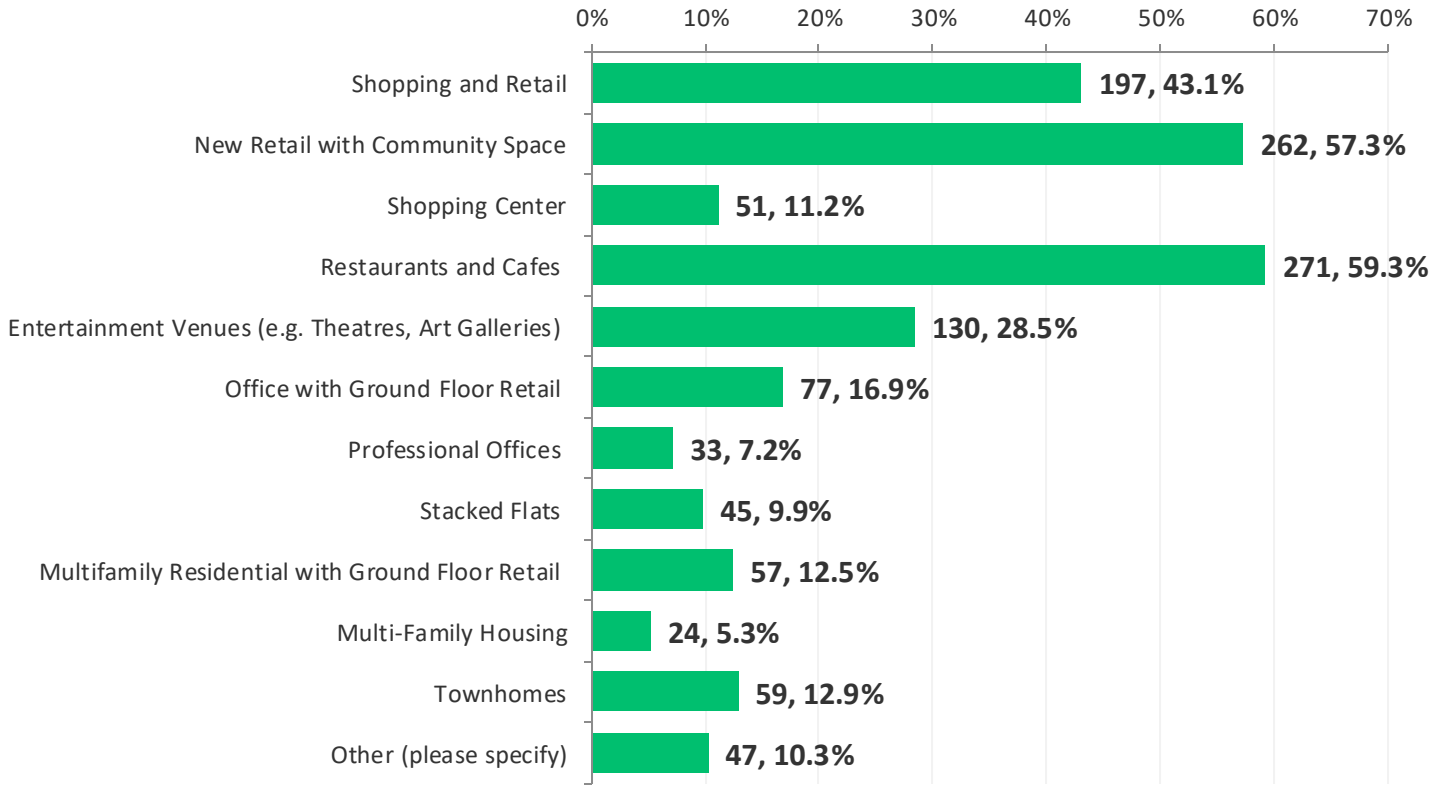
Q5: Within the character areas in the graphic above, what redevelopment models do you believe are the most appropriate for commercial and mixed-use areas? Select up to three choices.

Answered: 457 Skipped: 51



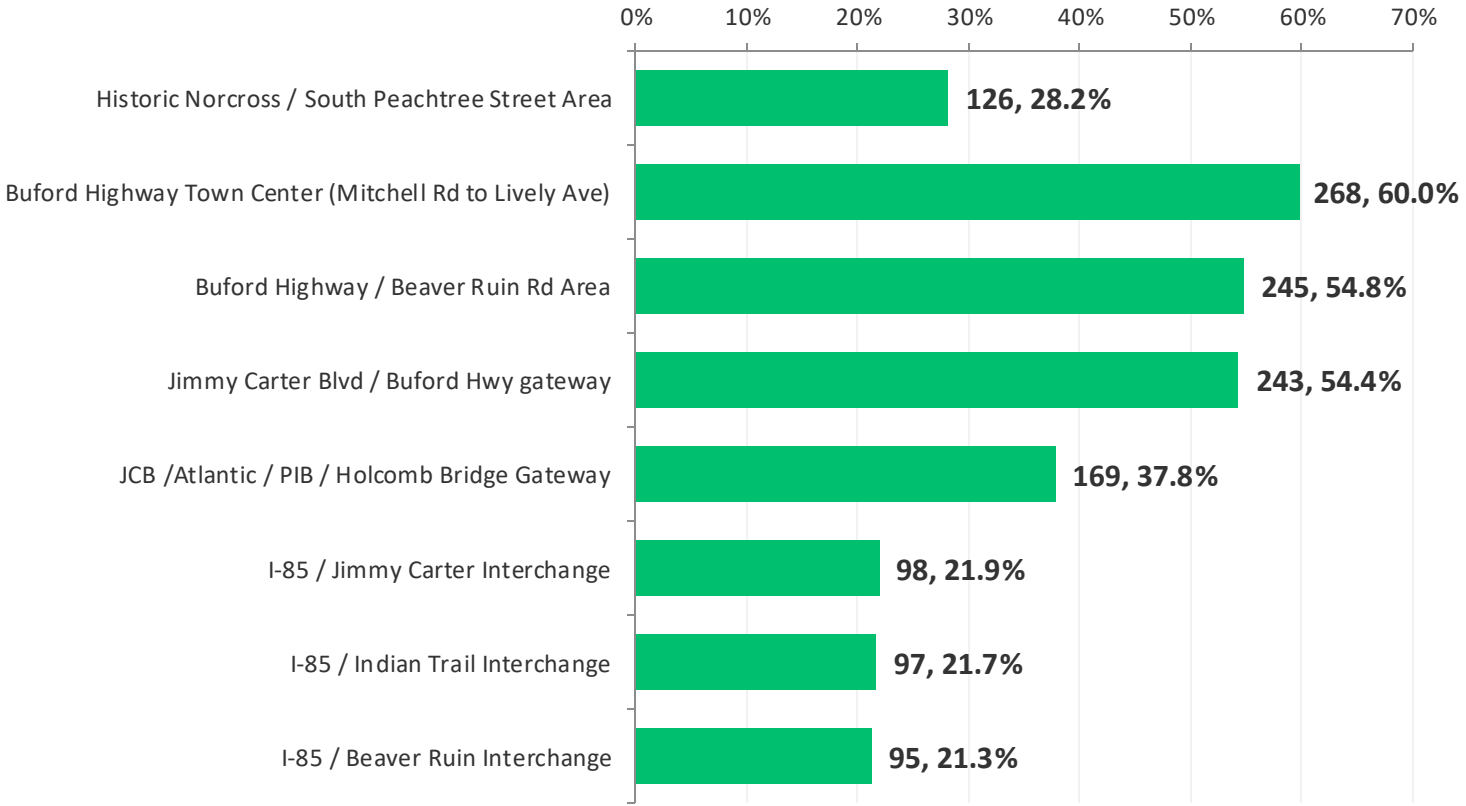
Q5: Within the character areas in the graphic above, what redevelopment models do you believe are the most appropriate for commercial and mixed-use areas? Select up to three choices.

Answered: 457 Skipped: 51



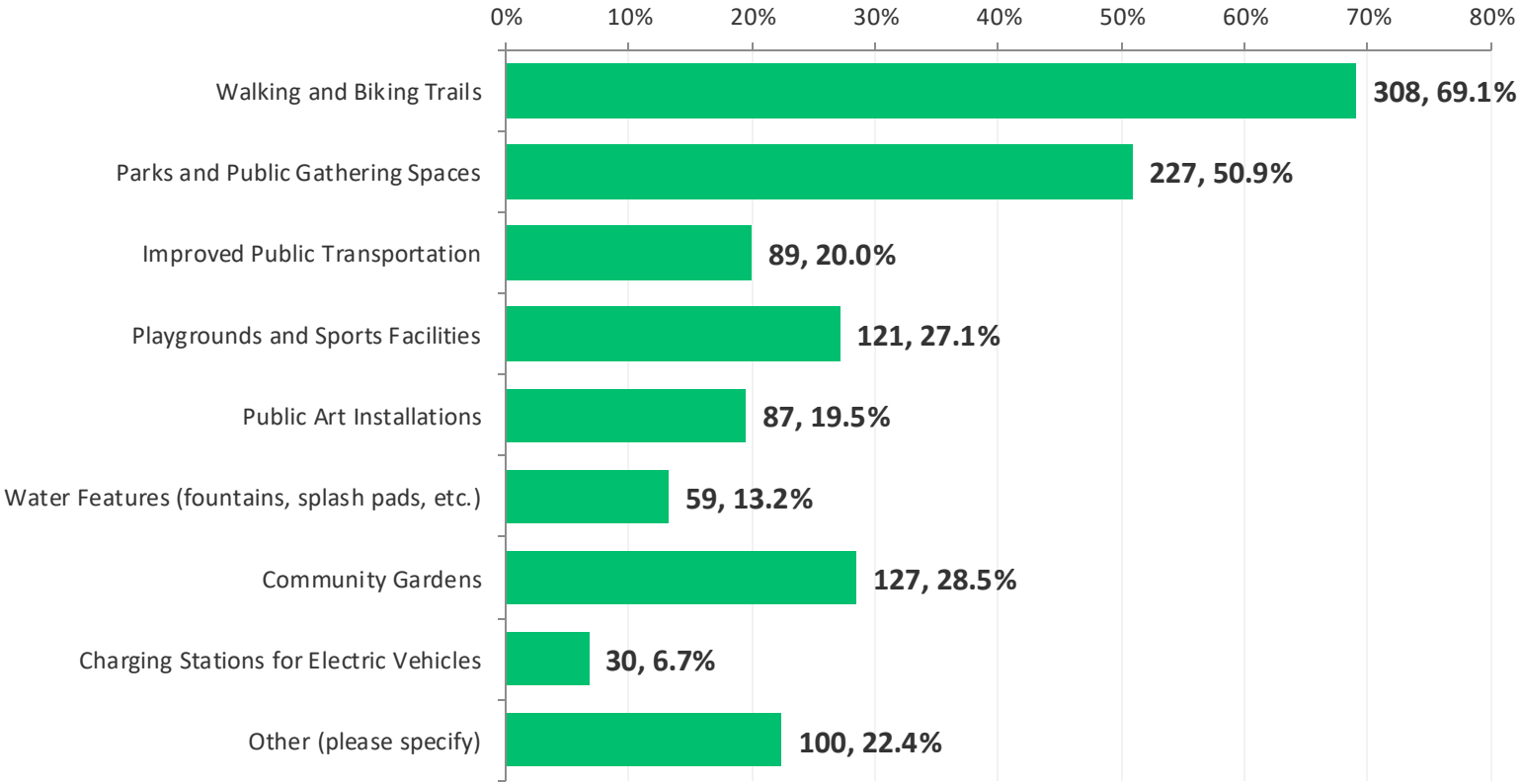
Q6: Of the locations included in the above map, what top 3 locations are the most appropriate for future commercial/mixed-use development?

Answered: 447 Skipped: 61



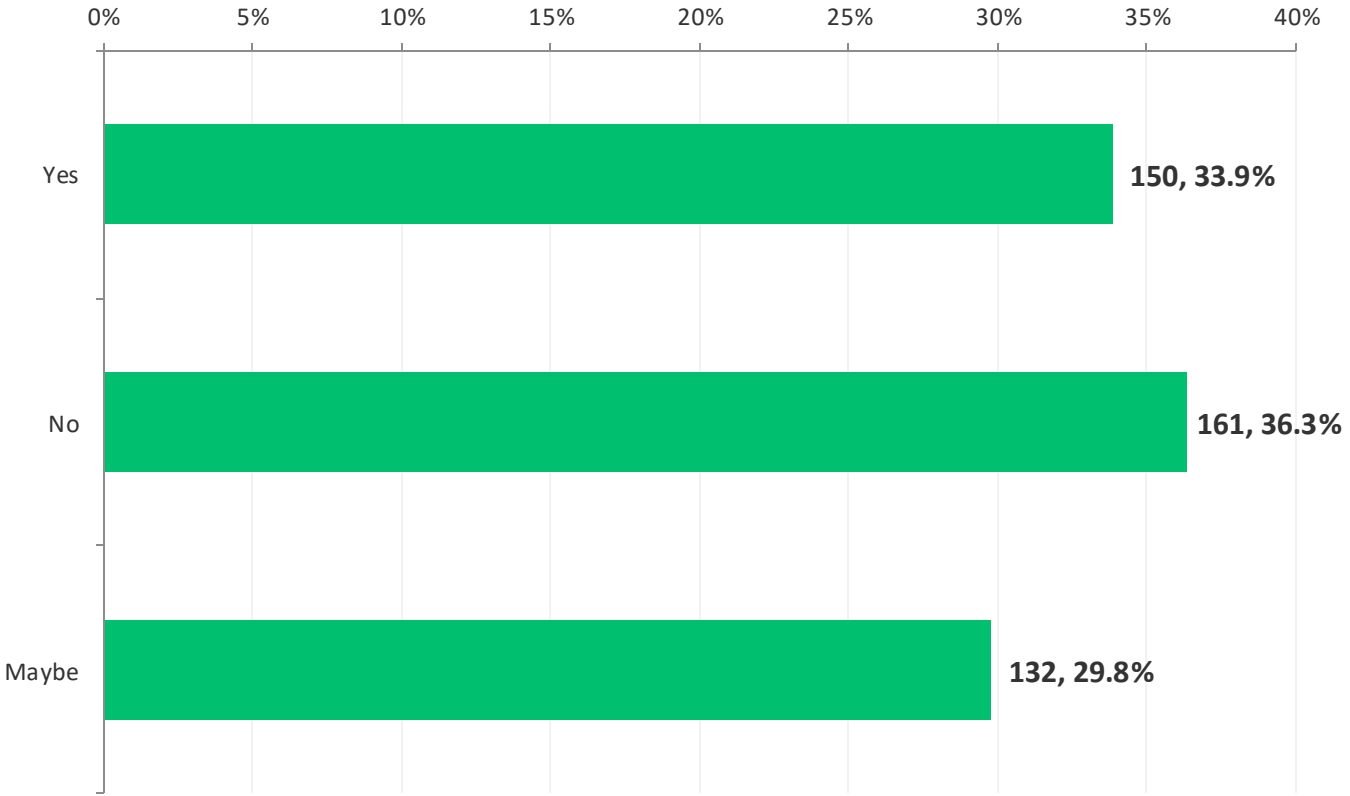
Q7: What additional amenities would you like to see in Norcross? Select up to three choices.

Answered: 446 Skipped: 62



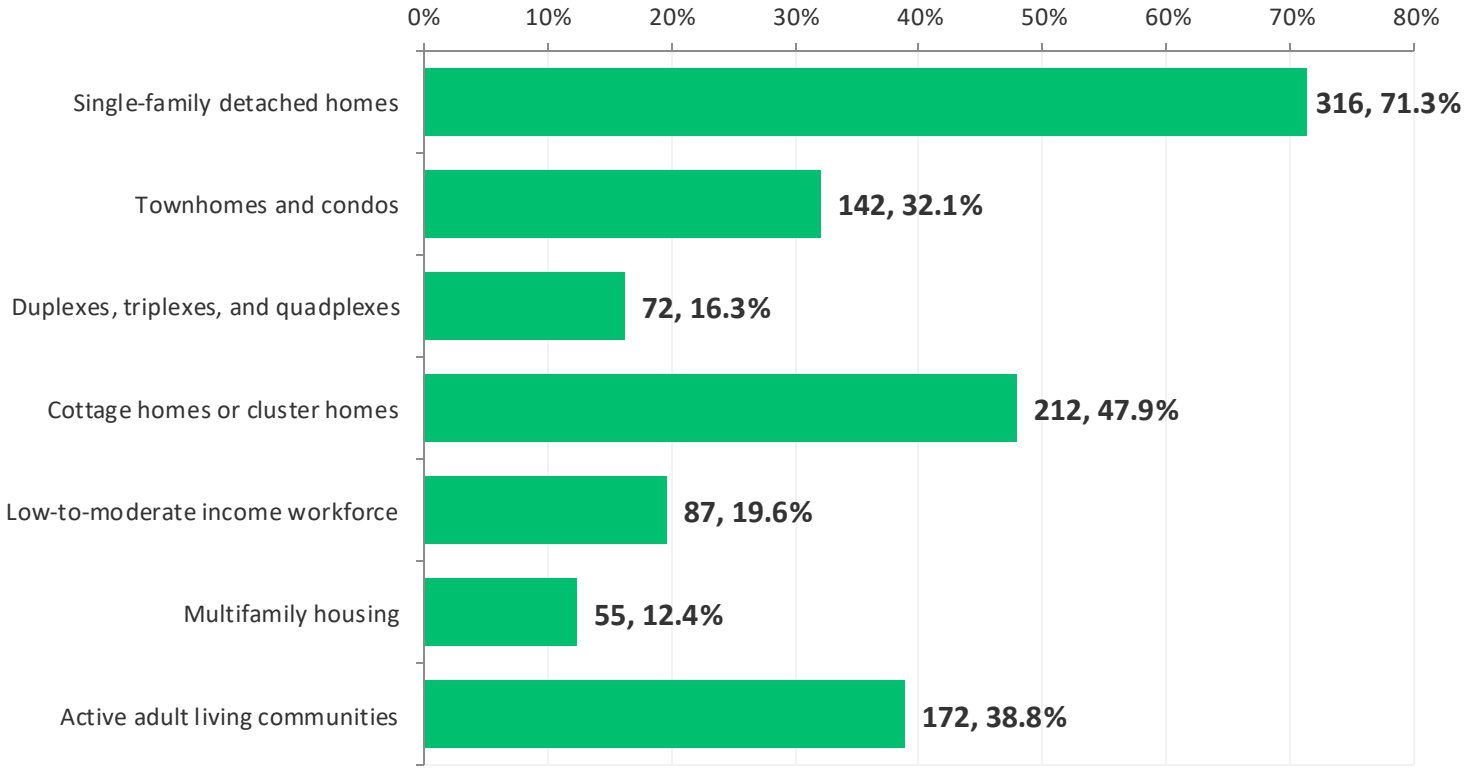
Q8: Do you support the City enabling more housing choices across a variety of price points through future development and zoning policies?

Answered: 443 Skipped: 65



Q9: Which housing types would you like to see more of in the future? Select all that apply.

Answered: 443 Skipped: 65

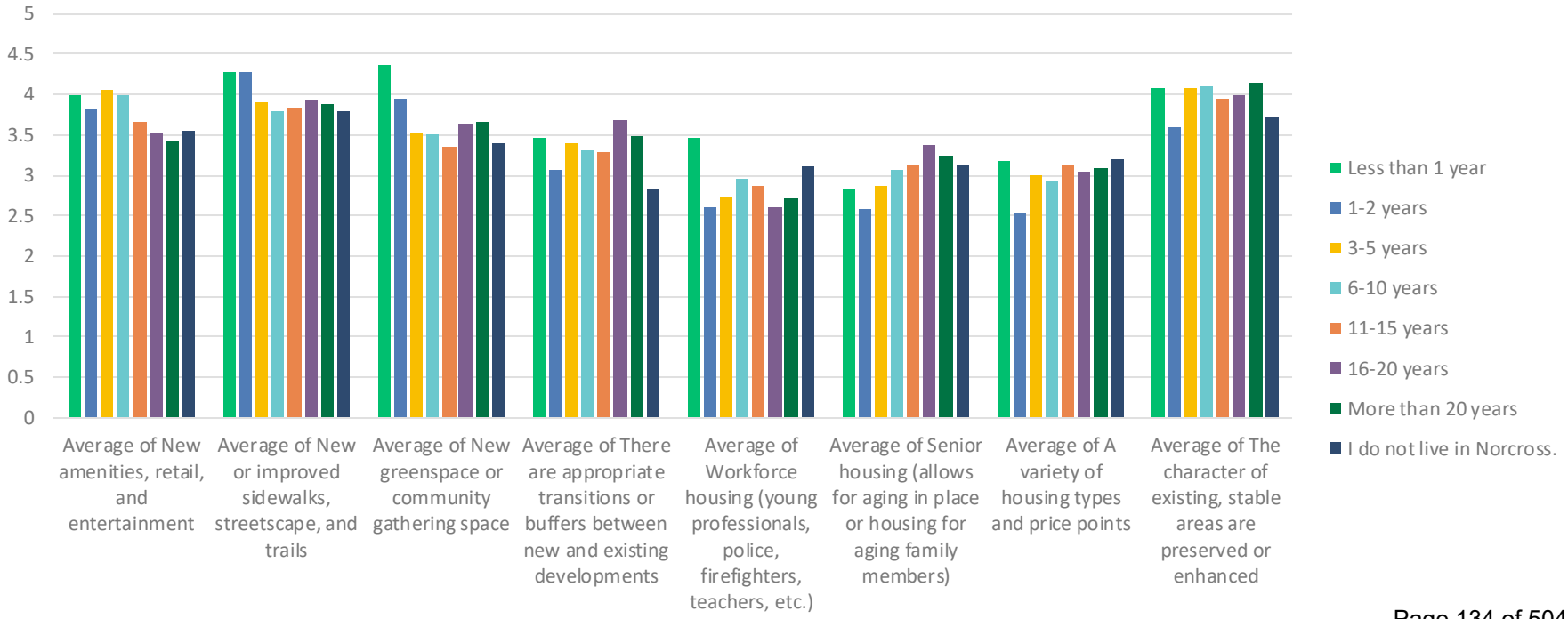


Responses Organized by Length of Residence

Q4: When considering redevelopment or infill development within the City of Norcross, which of the following elements are most important to you? Rank each option on a scale of 1 to 5, where 1 is of lowest importance and 5 is of highest importance.

Answers organized by Length of Residence

Answered: 487 Skipped: 21



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Answers organized by Length of Residence

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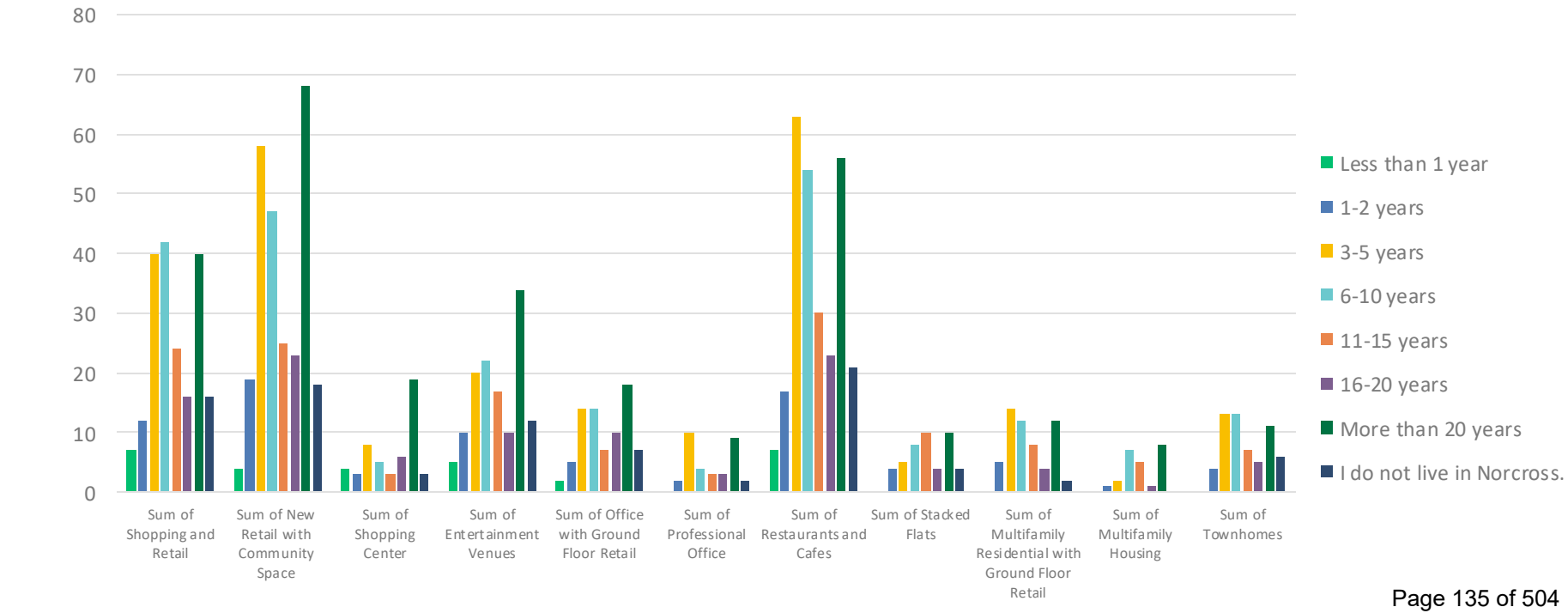
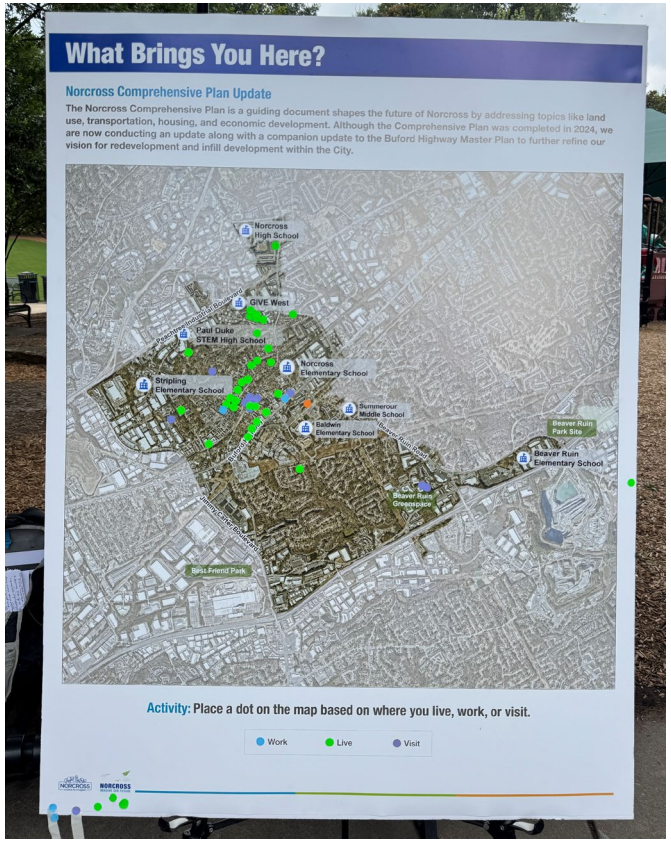


2045 Norcross Comprehensive Plan Update
Engagement Event Feedback

Outreach Events

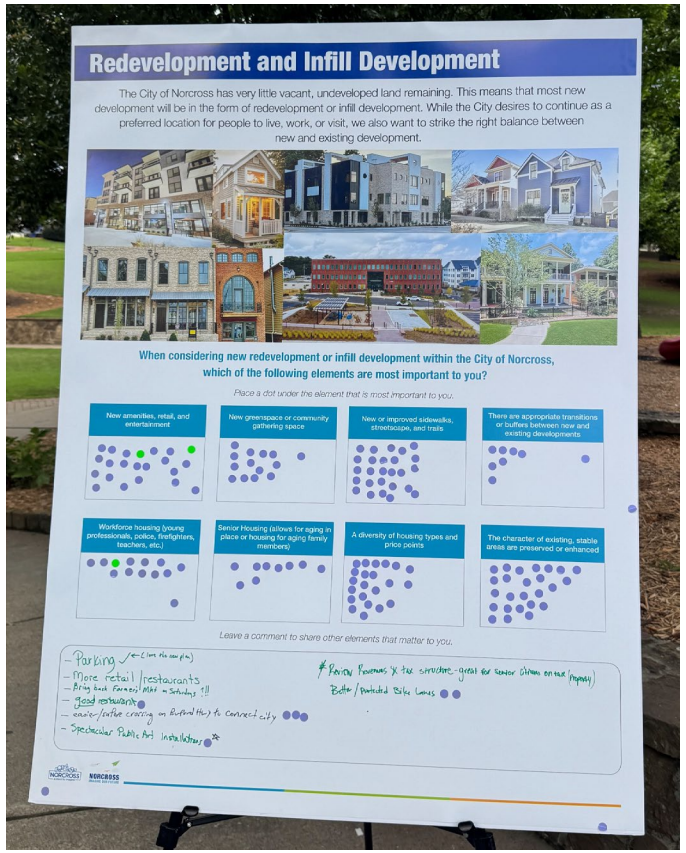


Cookout with Council

Quantity	Affiliation to Norcross	Quantity
2	Work	8
30	Live	7
10	Visit	9

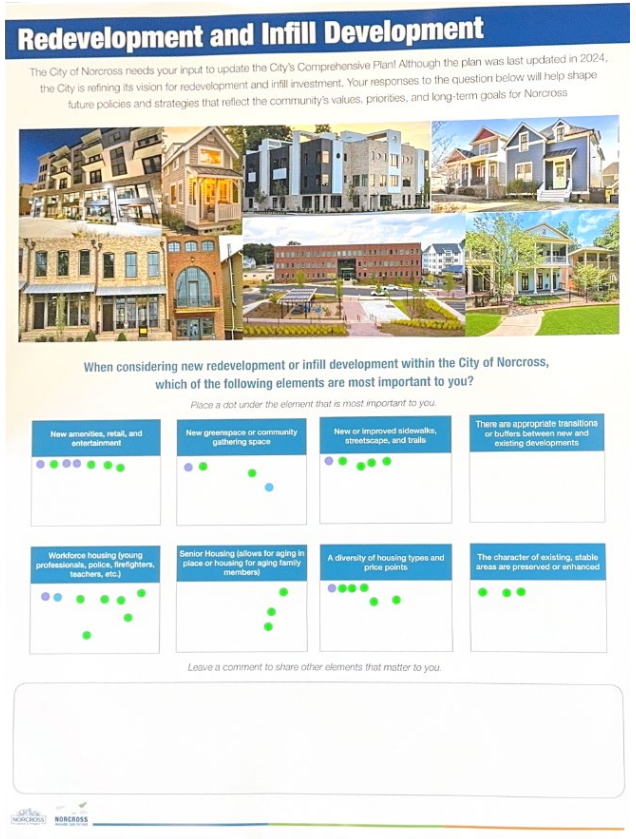
Summerour Middle School

Outreach Events



Cookout with Council

Quantity	Infill Development Elements	Quantity
26	New/improved sidewalks, streetscapes, trails	5
25	The character of existing, stable areas are preserved or enhanced	3
22	New Amenities, Retail, and Entertainment	7
22	Diversity of housing types & Price points	6
14	New greenspace or community space	4
13	Workforce housing	8
9	Senior housing	3
8	Appropriate transitions or buffers between new/existing developments	0



Summerour Middle School

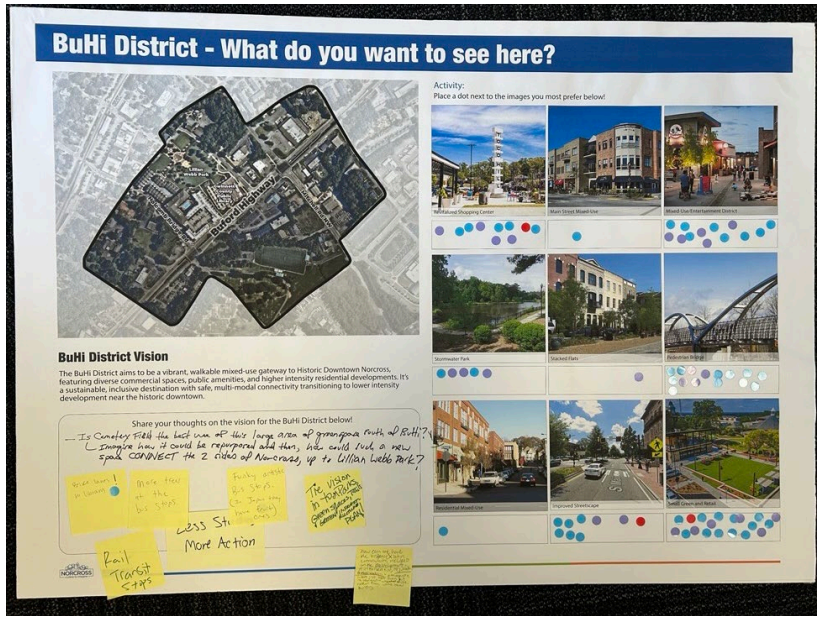
Outreach Events

Cookout with Council

Most Preferred	Development Type	Most Preferred
1	Traditional Townhomes	6
10	Multifamily Residential	5
4	Stacked Flats	1
22	Small Green and Retail	20
30	Mixed-Use/Entertainment District	18
11	Main Street Mixed-Use (Pic 2)	5
15	Main Street Mixed-Use (Pic 1)	5
11	Small Plaza & Pocket Park	16
6	Courtyard Townhomes	6

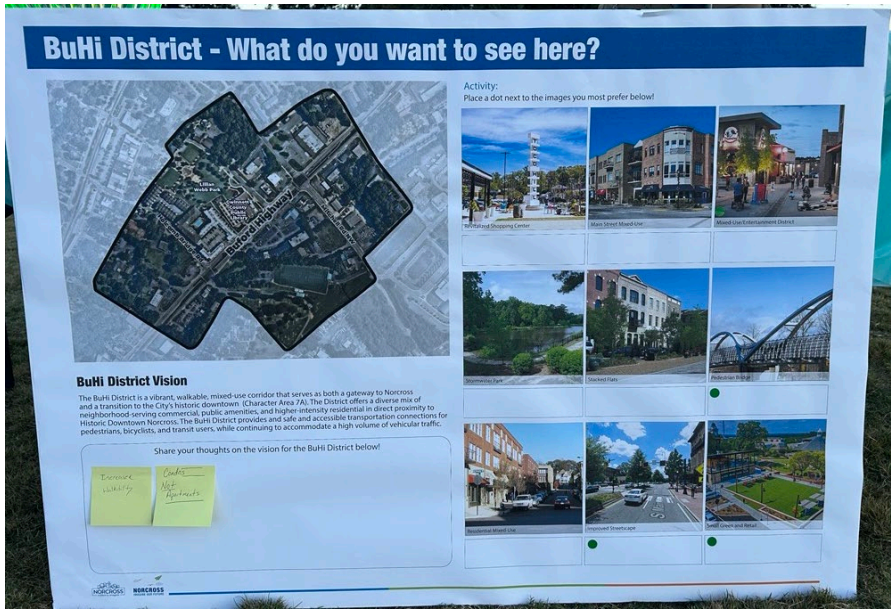
Summerour Middle School

Outreach Events



Pedal Norcross

Preferred	Development Type	Preferred
10	Revitalized Shopping Center	
1	Main Street Mixed-Use	
13	Mixed-Use Entertainment District	
5	Stormwater Park	
1	Stacked Flats	
15	Pedestrian Bridge	1
1	Residential Mixed-Use	
9	Improved Streetscape	1
19	Small Green and Retail	1

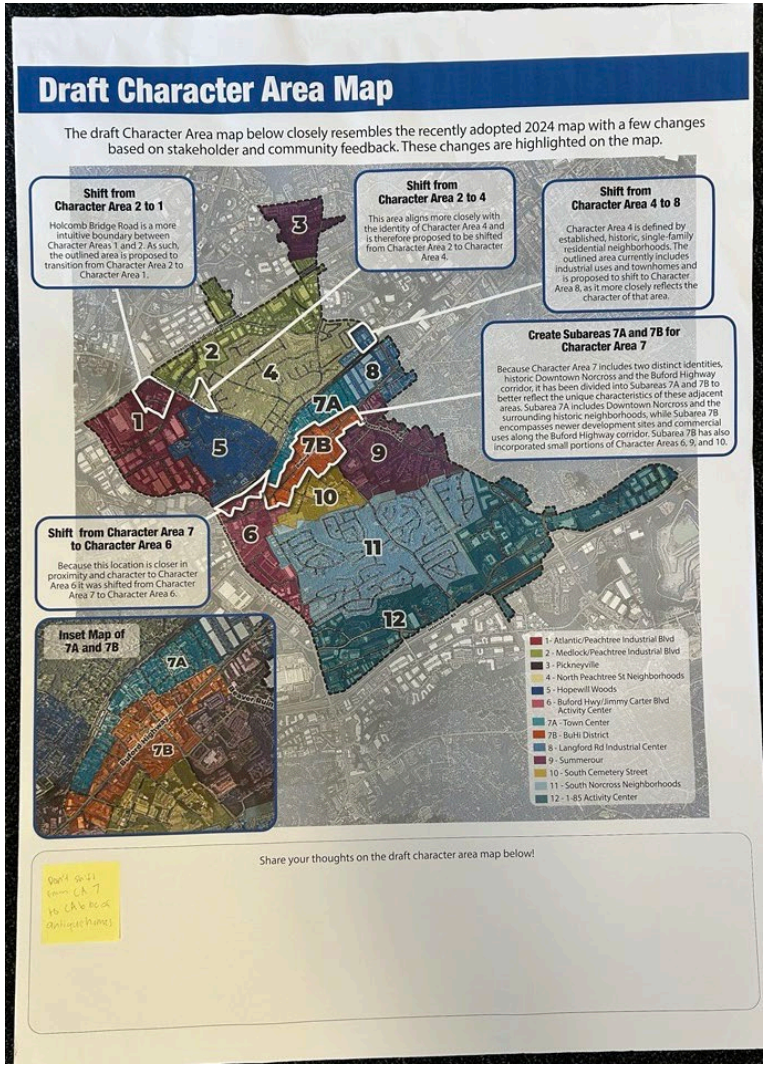


Day of Play

Outreach Events

Comment:

- Don’t shift from CA 7 to CA 6 because of antique homes



Pedal Norcross

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

Agenda Report

To: Mayor and Council

From: William J. Diehl, Thompson, O'Brien, Kappler & Nasuti, PC

Meeting Date: January 5, 2026 – Regular Meeting Session

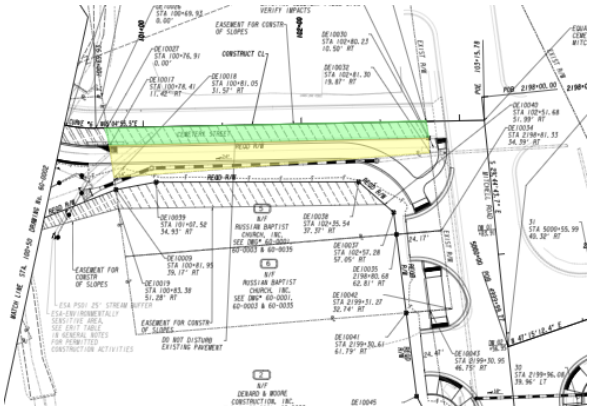
Item No.: 2025-428

Title: Condemnation for Temporary Construction Easement and Right of Way at 484 Mitchell Road (PIN: R6242-114) (Norcross Greenway Parcel 4).

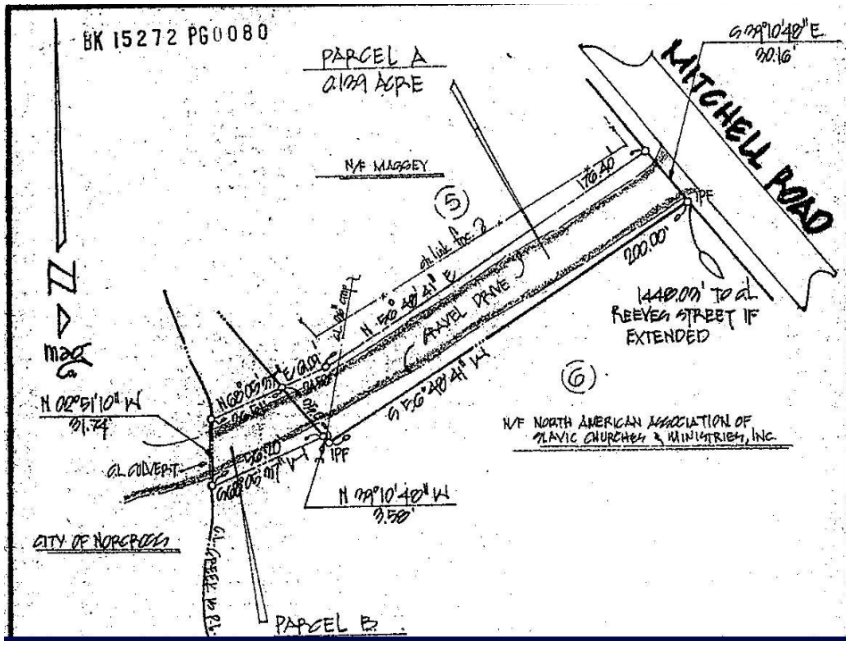
CC: Eric Johnson, City Manager

Recommendation: Approve the exercise of eminent domain as it pertains to Greenway Project Parcel 4 in the amount of $4,200.00 and authorize the City Attorney to initiate condemnation proceedings.

Background: Acquisition of this property is necessary to complete the greenway project. 2,213.45 square feet of temporary construction easement and 2,979.37 of right of way is needed within Parcel 4 to construct slopes and install the multiuse trail. An appraisal of this area was conducted by Ben W. Rapillard and the easements and right of way were valued at $4,200.00. The highlighted area below shows the subject easement:



The parcel is subject to an easement in favor of the City of Norcross that was recorded in 1978 for access purposes from Mitchell Road to Cemetery Field. That easement covers an area 40 feet from the subject property line and includes most of the area subject to this condemnation. Because the easement does not convey right of way nor does it convey rights to construction, this condemnation is necessary. However, it should be noted that this condemnation will largely not impede upon any area beyond the existing road and will not impact access or usability of the adjacent parcel. A drawing of the easement area is provided below:



The record property owner of the parcel is IME Investments, Inc. Negotiations to find an agreeable negotiated conveyance and solution have failed.

Notice of the condemnation proceeding has been provided pursuant to Georgia law.

Financial Impact: None.

Consistent with Comprehensive Plan?

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

Attachments:

1. Appraisal Certification
2. Proposed Resolution
3. Proposed Declaration of Taking

Project Number: NORCROSS GREENWAY-LCI-SHARED USE PATH ENHANCEMENT	County: GWINNETT	P. I. Number: 0016067	Parcel Number: 4

GEORGIA DEPARTMENT OF TRANSPORTATION

R/W 532-FR **Fee Review Appraisers Report** **Revised 1/27/2023**

388C ☒ 388N ☐		Physical Address: 484 MITCHELL ROAD, NORCROSS, GWINNETT COUNTY, GA
Owner: IME INVESTMENTS, INC.		
Address: 484 MITCHELL ROAD, NORCROSS, GA 30071		
Telephone Number(s): KEREN RIVERA (OWNER) 404-964-0748; MARLON SOLORZANO (OWNER) 678-936-7233		
Appraisal # 1		
Appraisal Amount: **$4,200**	Date of Appraisal: 8-6-25	Appraiser: CASEY LYON
I have visually inspected the property and comparable sales selected, and analyzed and described ☒YES ☐ NO If no, explain **The attached appraisal report has been reviewed by the undersigned. In accordance with 49CFR 24.104, the attached appraisal meets one of the following categories.**		
☒ Appraisal Recommended	☐ Accept Appraisal, as complying with all requirements	☐ Not Accepted-Include reasoning as an addendum
Appraisal # 2		
Appraisal Amount:	Date of Appraisal:	Appraiser:
I have visually inspected the property and comparable sales selected, and analyzed and described ☐YES ☐ NO If no, explain **The attached appraisal report has been reviewed by the undersigned. In accordance with 49CFR 24.104, the attached appraisal meets one of the following categories.**		
☐ Appraisal Recommended	☐ Accept Appraisal, as complying with all requirements	☐ Not Accepted-Include reasoning as an addendum

Market Value Determination: $4,200

Project Number: NORCROSS GREENWAY-LCI-SHARED USE PATH ENHANCEMENT	County: GWINNETT	P. I. Number: 0016067	Parcel Number: 4

Acquisition Area

Acquisition Area	**0.068 AC**	**2979.37 SF**	Permanent Easement	**AC**	**SF**
Temporary Easement	**0.051 AC**	**2213.45 SF**	Demolition Easement	**AC**	**SF**
Uneconomic Remnant ☐YES ☒NO			AC		SF
Access Rights ☐ YES ☒ NO			Retabulation ☒YES ☐NO		
Reason for retab? NEW OWNER & NEW APPRAISAL					
UST's in RW	**N/A**	**UST's outside R/W** **N/A**	**Relocation**	☐ **YES** ☒ **NO**	**Consequential** ☐ YES ☒ NO
Economic Rent		**$N/A**	**Amount Withheld from Cost to Cure**		**$N/A**
Total Before Value		**$N/A**			

1. **Is the data in the appraisal report factual and accurate?** ☒YES ☐NO
2. **Is the estimated site/land value before the acquisition reasonable for the Subject?** ☒YES ☐NO
3. **Is the estimated value of the improvements reasonable of the effective date of the appraisal under review?** ☐YES ☐NO ☒N/A
4. **Is the estimate of total compensation reasonable as of the effective date of the appraisal under review?** ☒ YES ☐ NO

Property Overview: The subject property of this review is a 0.74 acre parcel located at 484 Mitchell Road in Norcross, Gwinnett County Georgia and improved with an automotive repair shop. The parcel is zoned R-75 SFR- District by the City of Norcross. Given the subject's low-lying topography, the H&BU is deemed to be for Assemblage for Commercial use. The parcel is identified on Gwinnett County tax records as R6242 078. Per the appraiser the parcel last transferred on 11-7-24 for a reported $600,000. Note the Preliminary Title Report is outdated and does not include the most recent change of ownership. Acquisition involves 0.068 acres of Required Right of Way and 0.051 acres of Temporary Easement. There are no improvements in the acquisition area. Parcel is being retabulated due to a change of ownership and a new appraisal.

Appraisal Assignment: The appraisal assignment was to estimate the market value, the unencumbered fee simple interest and any other interest in the subject property for the purpose of acquiring the subject property for the proposed construction of a shared use path enhancement in Gwinnett County. The client and intended user are the City of Norcross and the Georgia Department of Transportation (GDOT). GDOT or their authorized representative procured the services of Mr. Casey Lyon for this assignment. Mr. Lyon's appraisal report is dated 8-6-25 and he estimated the market value of the subject property at $4,200.

Scope of the Assignment: The scope of the assignment included a field and desk review of the appraisal report. The subject property and comparable sales were personally inspected August 29, 2025. The appraisal report was read and reviewed in its entirety. The data, information and methodology used to arrive at the conclusion were analyzed for accuracy and for reasonableness.

Project Number: NORCROSS GREENWAY-LCI-SHARED USE PATH ENHANCEMENT	County: GWINNETT	P. I. Number: 0016067	Parcel Number: 4

SUMMARY AND CONCLUSIONS:

1. **Adequacy and Relevance of Data**
   Mr. Lyon has verified and analyzed five land sales in estimating the value of the subject property. All of the sales are located in close proximity of the subject or in a competing market area. The comparable sales utilized appear to be good indicators of the subject's market value.
2. **Proper Adjustments:**
   The adjustments made to the comparable sales when in direct comparison to the subject were considered to be appropriate by the review appraiser.
3. **Appropriate Appraisal Methods:** The subject improvements are unaffected by the acquisition. As such, the Sales Comparison Approach was the only approach utilized in valuing the subject land. This was considered appropriate to the appraisal problem and the appraiser correctly employed recognized appraisal techniques for this approach. Mr. Lyon estimates the market value of the acquisition to be $4,200 with the land contribution based on $1.02 per square foot. Note, the land value estimated represents a reduction of 83% from developable, non-floodplain land value of $6.00 SF.
4. **Appropriate Techniques:**
   The techniques used by Mr. Lyon were conventional and properly applied.
   Is the Consideration Appropriate and Reasonable
   The opinion and judgments of the appraiser are within acceptable appraisal standards and guidelines. The report reflects an acceptable conclusion that falls within the range of market evidence.
   The recommended compensation by this reviewer for this subject property is based on Mr. Lyon's appraisal report. See Calculations Below:

Land 2979.37 SF X $1.02 SF	**$3,039**
Temporary Easement 2213.45 SF X $1.02 SF X 10%-5 YRS	**1,129**
Total FMV	$4,168
Total FMV Rounded	**$4,200**

Project Number: NORCROSS GREENWAY-LCI-SHARED USE PATH ENHANCEMENT	County: GWINNETT	P. I. Number: 0016067	Parcel Number: 4

Intended Client/ Intended User
The Georgia Department of Transportation and their approved representatives are the intended clients and the intended users of this report.

Limiting Conditions

1. The review appraiser is not responsible for matters of a legal nature that affect either the property that is the subject of the appraisal review or the title to it. The review appraiser assumes that the title is good and marketable and, therefore, will not render an opinion about the title. The property is reviewed on the basis of it being under responsible ownership.
2. The review appraiser has noted in the appraisal review any adverse conditions observed during the inspection of the property or that the appraiser became aware of during normal research involved with performing the appraisal review. Unless otherwise stated in the appraisal review report, the review appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, expressed or implied, regarding the condition of the property. The review appraiser will not be responsible for any such conditions that do exist for any engineering or testing that might be required to discover whether such conditions exist. Because the review appraiser is not an expert in the field of environmental hazards, the appraisal review report must not be considered as an environmental assessment of the property.
3. The review appraiser obtained information, estimates and opinions that were expressed in the appraisal review report from sources that he or she considers to be reliable and believes them to be true and correct. The review appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

Reviewer's Certification

I certify that, to the best of my knowledge and belief:
-The statements of fact contained in this report are true and correct.
-The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations.
-I have no (or the specified) present or prospective interest in the property that is the subject of this report, and I have no (or the specified) personal interest with respect to the parties involved.
-I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
-My engagement in this assignment was not contingent upon developing or reporting predetermined results.
-My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favor the cause of the client, the amount of the value opinion, the attainment of a stipulated result, of the occurrence of a subsequent event directly related to the intended use of this appraisal consulting assignment.
-My analyses, opinions, conclusions were developed, and this report has been prepared, in conformity with the ***Uniform Standards of Professional Appraisal Practice.***
-I have made a personal inspection of the property that is subject of this report. (If more than one person signs this certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the property).
-No one provided significant real property appraisal or appraisal consulting assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal or appraisal consulting assistance must be stated.)
It is my understanding that the Market Value listed herein is to be used in the acquisition of right of way for a Federal-Aid Highway. The determination of value has been reached independently based on the appraisal and other factual data of record without collaboration or direction.

Fee Reviewing Appraiser: Ben W. Rapillard
Certified Real Estate Appraiser No. CG804

DATE: September 3, 2025

State Auditing Reviewer: Cory Ross Payne
Certified Real Estate Appraiser No. CG261283

DATE: 9/11/25

Resolution No. 2026-_____

RESOLUTION TO AUTHORIZE THE EXERCISE OF EMINENT DOMAIN TO ACQUIRE REAL ESTATE COMMONLY KNOWN AS 484 MITCHELL ROAD, NORCROSS, GEORGIA (PIN: R6242 078) 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*. among other statutory and constitutional provisions 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 City is designing and construction a certain multi-use path and expanded sidewalk to extend transportation facilities across the City of Norcross and to implement the Norcross Greenway as envisioned in the Livable Cites Initiative (the "**Greenway Project**"); 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 484 Mitchell Road, Norcross, Georgia 30071 assigned tax parcel ID No. R6242 078 (the "**Property**"), for public use; and

WHEREAS, the City has diligently pursued good faith negotiations to acquire the same, but has been unable to reach an agreement for the acquisition of certain right-of way and construction easement rights located on the Property on terms acceptable to the City; 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 City has given written notice of the City's offer of payment and the City's intention to consider this Resolution and has held the requisite public hearing;

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 applicable law, the use of which is hereby authorized for the acquisition of property described in Exhibits "A-1" & "A-2"; and

2. That just and adequate compensation for the right-of-way and temporary easement rights provided herein are determined to be FOUR THOUSAND, TWO HUNDRED DOLLARS ($4,200.00); and

3. 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

4. That the City Attorney and City Staff are authorized and directed to cause FOUR THOUSAND, TWO HUNDRED DOLLARS ($4,200.00) to be paid into the registry of the Superior Court of Gwinnett County as adequate compensation for the City's acquisition of the Property in accordance with applicable laws and regulations of the State of Georgia; and

5. That the City Manager is hereby authorized and directed to expend all other 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; and

6. That this Resolution shall take effect immediately upon adoption.

ADOPTED by the Mayor and Council of the City of Norcross, Georgia, this 6th day of January, 2026.

_____
CRAIG NEWTON, Mayor
The City of Norcross, Georgia

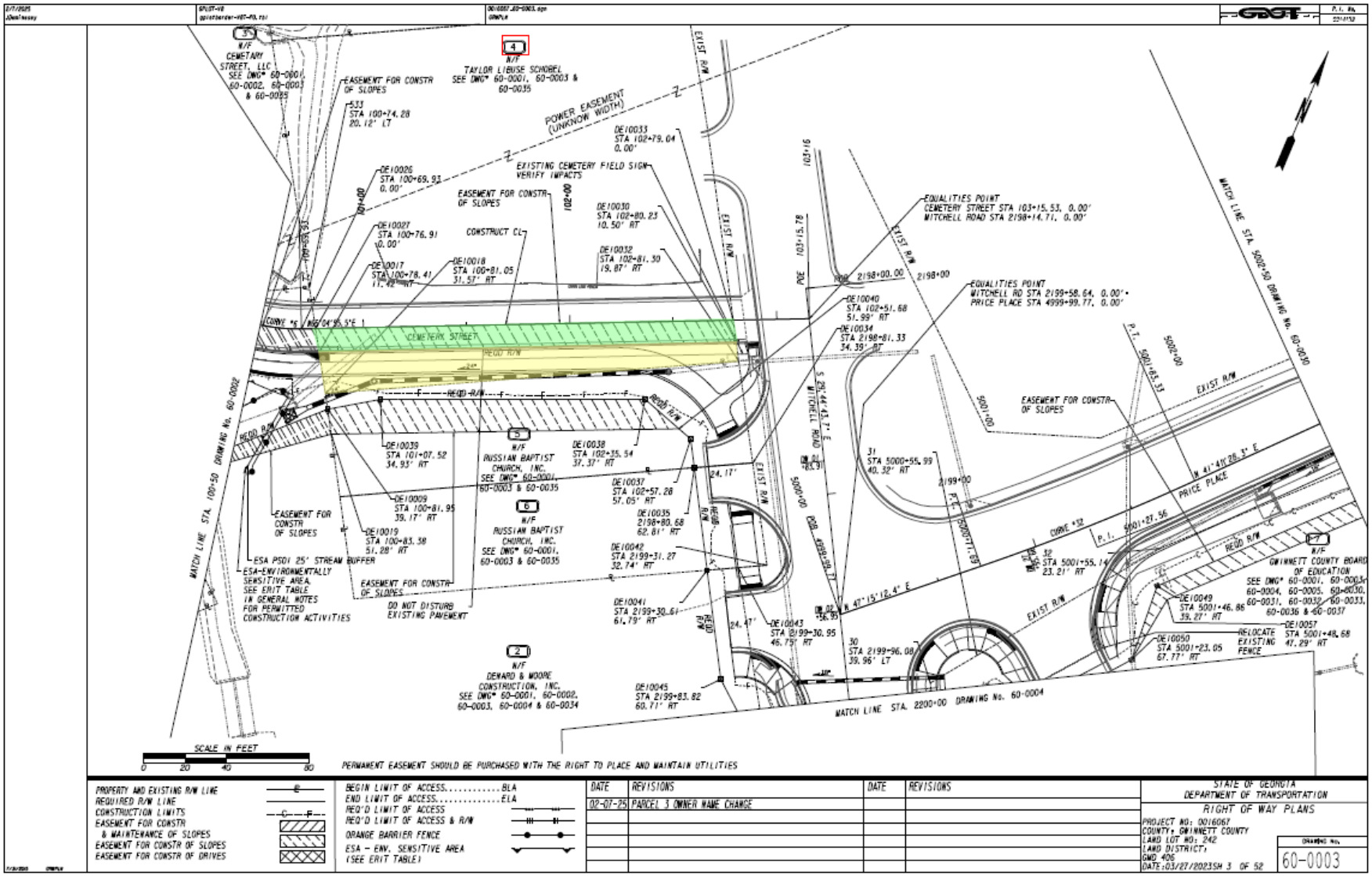
_____
MONIQUE PHILIP, City Clerk
The City of Norcross, Georgia

_____
WILLIAM J. DIEHL, City Attorney
The City of Norcross, Georgia

EXHIBIT A-1 TO RESOLUTION

--Plat of Condemned Property—

(Right of Way in Yellow; Temporary Construction Easement in Green)


N/F CEMETARY STREET, LLC SEE DWG* 60-0001, 60-0002, 60-0003 & 60-0035
N/F TAYLOR LIBUSE SCHOBEL SEE DWG* 60-0001, 60-0003 & 60-0035
EASEMENT FOR CONSTR OF SLOPES
533 STA 100+74.28 20.12' LT
POWER EASEMENT (UNKNOWN WIDTH)
DE10033 STA 102+79.04 0.00'
DE10026 STA 100+69.93 0.00'
EXISTING CEMETERY FIELD SIGN VERIFY IMPACTS
EASEMENT FOR CONSTR OF SLOPES
DE10030 STA 102+80.23 10.50' RT
DE10027 STA 100+76.91 0.00'
CONSTRUCT CL
DE10032 STA 102+81.30 19.87' RT
DE10017 STA 100+78.41 11.42' RT
DE10018 STA 100+81.05 31.57' RT
CURVE #5 N 66°04'55.3" E
CEMETERY STREET
REQD R/W
EXIST R/W
EQUALITIES POINT CEMETERY STREET STA 103+15.53, 0.00' MITCHELL ROAD STA 2198+14.71, 0.00'
POE 103+15.78
POB 2198+00.00
2198+00
EQUALITIES POINT MITCHELL RD STA 2199+58.64, 0.00' • PRICE PLACE STA 4999+99.77, 0.00'
DE10040 STA 102+51.68 51.99' RT
DE10034 STA 2198+81.33 34.39' RT
MATCH LINE STA. 5002+50 DRAWING No. 60-0030
P.T. 5001+85.33
5002+00
5001+00
EASEMENT FOR CONSTR OF SLOPES
MATCH LINE STA. 100+50 DRAWING No. 60-0002
DE10039 STA 101+07.52 34.93' RT
N/F RUSSIAN BAPTIST CHURCH, INC. SEE DWG* 60-0001, 60-0003 & 60-0035
DE10038 STA 102+35.54 37.37' RT
DE10037 STA 102+57.28 57.05' RT
DE10009 STA 100+81.95 39.17' RT
DE10035 2198+80.68 62.81' RT
EASEMENT FOR CONSTR OF SLOPES
DE10019 STA 100+83.58 51.28' RT
N/F RUSSIAN BAPTIST CHURCH, INC. SEE DWG* 60-0001, 60-0003 & 60-0035
DE10042 STA 2199+31.27 32.74' RT
ESA PSOI 25' STREAM BUFFER
ESA-ENVIRONMENTALLY SENSITIVE AREA, SEE ERIT TABLE IN GENERAL NOTES FOR PERMITTED CONSTRUCTION ACTIVITIES
EASEMENT FOR CONSTR OF SLOPES
DO NOT DISTURB EXISTING PAVEMENT
DE10041 STA 2199+30.61 61.79' RT
24.47'
DE10043 STA 2199+30.95 46.75' RT
N/F DEWARD & MOORE CONSTRUCTION, INC. SEE DWG* 60-0001, 60-0002, 60-0003, 60-0004 & 60-0034
DE10045 STA 2199+83.82 60.71' RT
S 29°44'43.7" E
MITCHELL ROAD
POB 4999+99.77
P.I. 5001+27.56
CURVE #32
N 47°15'12.4" E
31 STA 5000+55.99 40.32' RT
2199+00
N 41°41'28.3" E
PRICE PLACE
32 STA 5001+55.14 23.21' RT
30 STA 2199+96.08 39.96' LT
N/F GWINNETT COUNTY BOARD OF EDUCATION SEE DWG* 60-0001, 60-0003, 60-0004, 60-0005, 60-0030, 60-0031, 60-0032, 60-0033, 60-0036 & 60-0037
DE10049 STA 5001+46.86 39.27' RT
DE10057 STA 5001+48.68 47.29' RT
RELOCATE EXISTING FENCE
DE10050 STA 5001+23.05 67.77' RT
MATCH LINE STA. 2200+00 DRAWING No. 60-0004
SCALE IN FEET
0 20 40 80
PERMANENT EASEMENT SHOULD BE PURCHASED WITH THE RIGHT TO PLACE AND MAINTAIN UTILITIES
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
DATE REVISIONS
02-07-25 PARCEL 3 OWNER NAME CHANGE
STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLANS
PROJECT NO: 0016067
COUNTY: GWINNETT COUNTY
LAND LOT NO: 242
LAND DISTRICT: GMD 406
DATE: 03/27/2023 SH 3 OF 52
60-0003

3

N/F
CEMETARY STREET, LLC
SEE DWG# 60-0001, 60-0002 & 60-0003

Parcel 3 EASEMENT FOR CONSTRUCTION OF SLOPES DE10028

PNT	OFFSET/		STATION/	ALIGNMENT
534	14.40	L	1007+02.46	Cemetery Path
DE10028	15.28	L	1007+03.39	Cemetery Path
DE10029	0.00	R	100+00.00	Cemetery Street
DE10023	0.00	R	100+16.45	Cemetery Street
DE10014	5.22	R	100+09.48	Cemetery Street
534	14.40	L	1007+02.46	Cemetery Path

REQD EASMT AREA = 163.39 SF

4

N/F
TAYLOR LIBUSE SCHOBEL
SEE DWG# 60-0001 & 60-0003

Parcel 4 REQ'D R/W DE10030

PNT	OFFSET/		STATION/ DIST	ALIGNMENT BEARING
DE10018	31.57	R	100+81.05	Cemetery Street
			20.32	N 32°23'35.1" W
DE10017	11.42	R	100+78.41	Cemetery Street
			201.82	N 64°49'13.6" E
DE10030	10.50	R	102+80.23	Cemetery Street
			9.43	S 31°24'37.5" E
DE10031	19.87	R	102+81.30	Cemetery Street
			0.00	S 31°38'03.8" E
DE10032	19.87	R	102+81.30	Cemetery Street
			200.59	S 61°44'22.0" W
DE10018	31.57	R	100+81.05	Cemetery Street

REQD R/W = 2979.37 SF
REQD R/W = 0.068 ACRES
REMAINDER = +/- 0.730 ACRES

Parcel 4 EASEMENT FOR CONSTRUCTION OF SLOPES DE10033

PNT	OFFSET/		STATION/	ALIGNMENT
DE10017	11.42	R	100+78.41	Cemetery Street
DE10027	0.00	R	100+76.91	Cemetery Street
DE10033	0.00	R	102+79.04	Cemetery Street
DE10030	10.50	R	102+80.23	Cemetery Street
DE10017	11.42	R	100+78.41	Cemetery Street

REQD EASMT AREA = 2213.45 SF

5

N/F
RUSSIAN BAPTIST CHURCH, INC.
SEE DWG# 60-0001 & 60-0003

Parcel 5 REQ'D R/W DE10034

PNT	OFFSET/		STATION/ DIST	ALIGNMENT BEARING
DE10009	39.17	R	100+81.95	Cemetery Street
			7.65	N 31°38'34.1" W
DE10018	31.57	R	100+81.05	Cemetery Street
			200.59	N 61°44'22.0" E
DE10032	19.87	R	102+81.30	Cemetery Street
			49.75	S 31°38'03.7" E
DE10034	34.39	R	2198+81.33	Mitchell Rd
			28.43	S 61°33'26.8" W
DE10035	62.81	R	2198+80.68	Mitchell Rd
			14.05	N 30°54'41.6" W
DE10037	57.05	R	102+57.28	Cemetery Street
			29.33	N 72°45'25.2" W
DE10038	37.37	R	102+35.54	Cemetery Street
			128.04	S 66°10'20.8" W
DE10039	34.93	R	101+07.52	Cemetery Street
			25.92	S 55°40'33.7" W
DE10009	39.17	R	100+81.95	Cemetery Street

REQD R/W = 3308.16 SF
REQD R/W = 0.076 ACRES
REMAINDER = +/- 0.154 ACRES

Parcel 5 EASEMENT FOR CONSTRUCTION OF SLOPES DE10040

PNT	OFFSET/		STATION/	ALIGNMENT
DE10019	51.28	R	100+83.38	Cemetery Street
DE10009	39.17	R	100+81.95	Cemetery Street
DE10039	34.93	R	101+07.52	Cemetery Street
DE10038	37.37	R	102+35.54	Cemetery Street
DE10040	51.99	R	102+51.68	Cemetery Street
DE10019	51.28	R	100+83.38	Cemetery Street

REQD EASMT AREA = 2458.59 SF

6

N/F
RUSSIAN BAPTIST CHURCH, INC.
SEE DWG# 60-0001 & 60-0003

Parcel 6 REQ'D R/W DE10041

PNT	OFFSET/		STATION/ DIST	ALIGNMENT BEARING
DE10041	61.79	R	2199+30.61	Mitchell Rd
			49.94	N 30°54'41.6" W
DE10035	62.81	R	2198+80.68	Mitchell Rd
			28.43	N 61°33'26.8" E
DE10034	34.39	R	2198+81.33	Mitchell Rd
			49.97	S 31°38'03.9" E
DE10042	32.74	R	2199+31.27	Mitchell Rd
			29.06	S 61°33'50.3" W
DE10041	61.79	R	2199+30.61	Mitchell Rd

REQD R/W = 1433.98 SF
REQD R/W = 0.033 ACRES
REMAINDER = +/- 0.197 ACRES

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
12-06-23	ADD REMAINDER INFORMATION		
02-07-25	PARCEL J OWNER NAME CHANGE		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY EASEMENTS
PROJECT NO:0016067
COUNTY: GWINNETT COUNTY
LAND LOT NO:242
LAND DISTRICT:
GMD:406
DATE:03/27/2023 SH 35 OF 52
DRAWING No.
60-0035

EXHIBIT A-2 TO RESOLUTION

--Legal Descriptions of Condemned Property—

RIGHT OF WAY LEGAL DESCRIPTION

LAYOUT POINTS FROM CHAIN DE10030

TO POINT	STATION	OFFSET DISTANCE
	100+81.05	31.57R

DESCRIPTION OF DE10030

running thence N 32^23'35.1" W a distance of 20.32 feet to a point 11.42 feet right of and opposite station 100+78.41 on said construction centerline laid out for Cemetery Street; thence N 64^49'13.6" E a distance of 201.82 feet to a point 10.50 feet right of and opposite station 102+80.23 on said construction centerline laid out for Cemetery Street; thence S 31^24'37.5" E a distance of 9.43 feet to a point 19.87 feet right of and opposite station 102+81.30 on said construction centerline laid out for Cemetery Street; thence S 31^38'03.8" E a distance of 0.00 feet to a point 19.87 feet right of and opposite station 102+81.30 on said construction centerline laid out for Cemetery Street; thence S 61^44'22.0" W a distance of 200.59 feet back to the point of beginning.

Containing 0.068 acres more or less.

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

LAYOUT POINTS FROM CHAIN DE10033

TO POINT	OFFSET STATION	DISTANCE
100+78.41	11.42R	

DESCRIPTION OF DE10033

; running thence N 32^23'35.1" W a distance of 11.51 feet to a point at station 100+76.91 on said construction centerline laid out for Cemetery Street; thence N 65^04'55.5" E a distance of 202.12 feet to a point at station 102+79.04 on said construction centerline laid out for Cemetery Street; thence S 31^24'37.5" E a distance of 10.56 feet to a point 10.50 feet right of and opposite station 102+80.23 on said construction centerline laid out for Cemetery Street; thence S 64^49'13.6" W a distance of 201.82 feet back to the point of beginning.

Containing 0.051 acres more or less.

DECLARATION OF TAKING

PURSUANT TO O.C.G.A. § 32-3-1 *ET SEQ.* AND O.C.G.A. § 22-3-140

The City of Norcross, Georgia issues this declaration of taking pursuant to O.C.G.A. § 32-3-1 *et seq*. and O.C.G.A. § 22-3-140 and shows the following:

1.

The City of Norcross, Georgia, hereinafter referred to as Condemnor, is a political subdivision of the State of Georgia.

2.

The names and residence of the person(s) whose property or rights are to be taken or otherwise affected, so far known, and the interest of each person so far as known are as follows:

Owner:

IME Investments, Inc.

484 Mitchell Road

Norcross, Georgia 30071

County Tax Commissioner:

Gwinnett County Tax Commissioner

Attn: Denise R. Mitchell, MPA

75 Langley Drive

Lawrenceville, Georgia 30046

County Probate Judge:

Gwinnett County Probate Court

75 Langley Drive

Lawrenceville, Georgia 30046

3.

Condemnor is vested with the power and authority to acquire the property and interests described herein for public transportation purposes through the exercise of eminent domain pursuant to O.C.G.A. § 32-3-1 *et seq*., O.C.G.A. § 22-3-140, and all other applicable provisions of Georgia law.

4.

Said lands the lands are being taken for the use of the Condemnor, subject to the order of the court provided for in Code Section 32-3-12.

5.

Condemnor has determined that it is in the public interest and for a public purpose to construct and improve a shared-use path and related transportation facilities as part of the Norcross Greenway – LCI Shared Use Path Enhancement Project within the municipal limits of the City of Norcross, Gwinnett County, Georgia, and that such construction requires the acquisition of the property interests described herein.

6.

In order to maintain the project schedule and proceed without delay, Condemnor hereby acquires the following property interests from the property of IME Investments, Inc., located at 484 Mitchell Road, Norcross, Georgia, being in Land Lot 242 of the 6th District of Gwinnett County, Georgia, and being more particularly described and shown on Exhibits "1-A" and "1-B" attached hereto and incorporated herein by reference: (a) Fee simple right-of-way consisting of approximately 2,979.37 square feet (0.068 acres); and (b) Temporary construction easement consisting of approximately 2,213.45 square feet (0.051 acres), to terminate upon completion and acceptance of the project.

7.

By Resolution, Condemnor has set forth the public purpose and/or use for this taking and has found that the circumstances in this case are such that it is necessary to proceed with condemnation under the provisions of O.C.G.A. § 32-3-1 *et seq*. and O.C.G.A. § 22-3-140. Said Resolution also specifically authorizes this declaration. A certified copy of said Resolution is attached hereto as Exhibit "2" and incorporated herein by reference.

8.

The sum of Four Thousand Two Hundred and no/100 dollars ($4,200.00) is estimated by Condemnor to be just and adequate compensation for the land taken, including consequential damages to land not taken. (See Exhibit "3", a sworn statement of the appraiser justifying the sum offered, attached hereto and incorporated herein by reference).

9.

As required by O.C.G.A. § 32-3-6, a plat showing the lands to be taken is attached hereto as Exhibit "1-A" and incorporated herein by reference.

10.

The tax collecting authority required to be served pursuant to Georgia law is the Gwinnett County Tax Commissioner, who may be served at 75 Langley Drive, Lawrenceville, Georgia 30046.

WHEREFORE, Condemnor hereby declares that the above described lands are hereby taken for the use of Condemnor for public sewer purposes, subject to order of the Court as provided by law, and with the filing of this Declaration of Taking, Condemnor hereby deposits into the Superior Court of Gwinnett County, Georgia, the sum of $4,200.00 as just compensation for the property described above.

ADOPTED by the Mayor and City Council for the City of Norcross, Georgia, this ____day of January, 2026.

_____

Craig Newton
Mayor
City of Norcross, Georgia

ATTEST:

_____
MONIQUE PHILIP
City Clerk
City of Norcross, Georgia

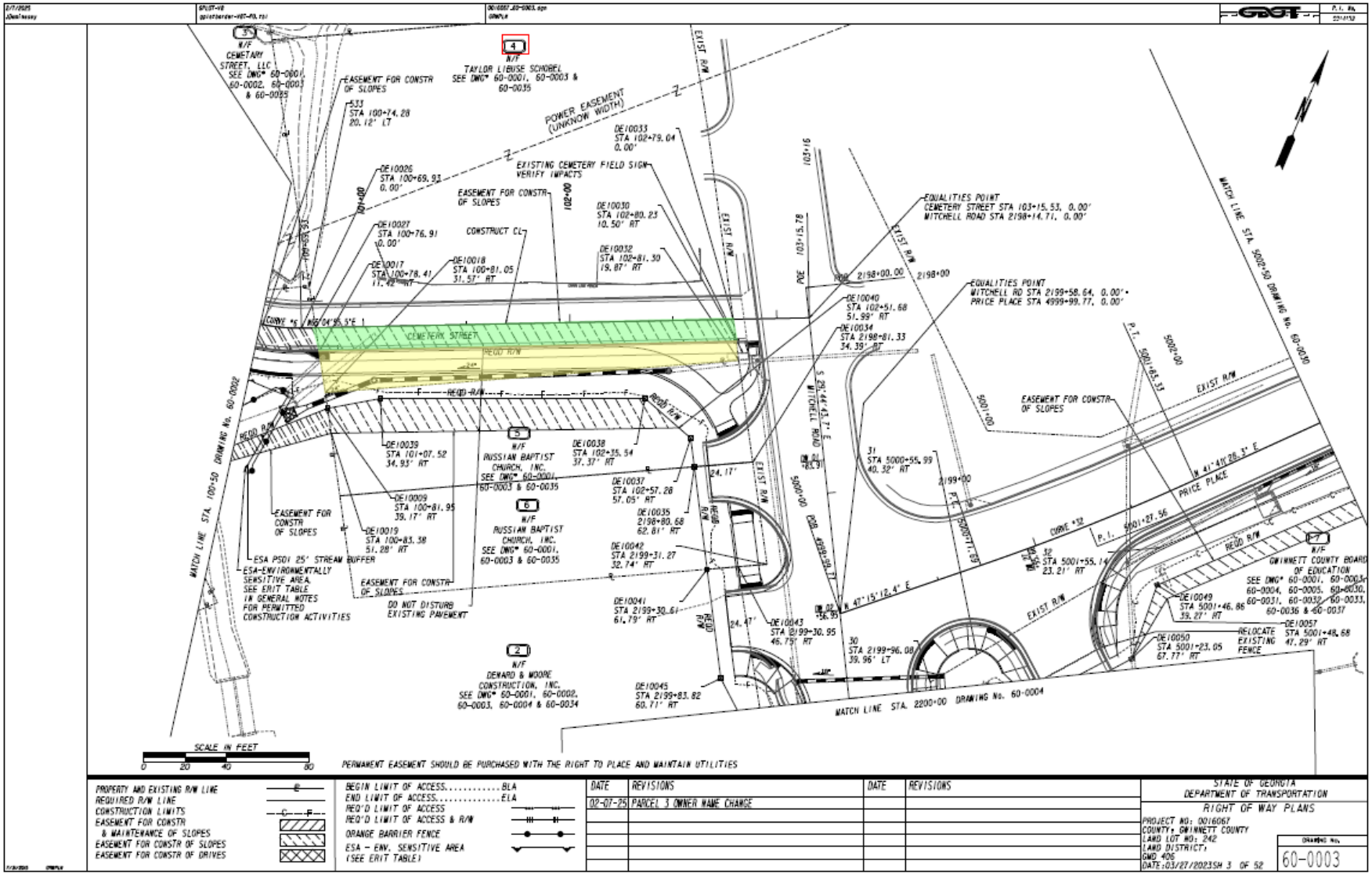
APPROVED AS TO FORM:

_____
WILLIAM J. DIEHL
City Attorney
City of Norcross, Georgia

EXHIBIT 1-A TO DECLARATION

--Plat of Condemned Property—

(Right of Way in Yellow; Temporary Construction Easement in Green)


N/F
CEMETARY
STREET, LLC
SEE DWG* 60-0001,
60-0002, 60-0003
& 60-0035
EASEMENT FOR CONSTR
OF SLOPES
533
STA 100+74.28
20.12' LT
N/F
TAYLOR LIBUSE SCHOBEL
SEE DWG* 60-0001, 60-0003 &
60-0035
POWER EASEMENT
(UNKNOWN WIDTH)
EXIST R/W
DE10033
STA 102+79.04
0.00'
DE10026
STA 100+69.93
0.00'
EXISTING CEMETERY FIELD SIGN
VERIFY IMPACTS
EASEMENT FOR CONSTR
OF SLOPES
DE10030
STA 102+80.23
10.50' RT
DE10027
STA 100+76.91
0.00'
CONSTRUCT CL
DE10032
STA 102+81.30
19.87' RT
DE10017
STA 100+78.41
11.42' RT
DE10018
STA 100+81.05
31.57' RT
EQUALITIES POINT
CEMETERY STREET STA 103+15.53, 0.00'
MITCHELL ROAD STA 2198+14.71, 0.00'
EQUALITIES POINT
WITCHELL RD STA 2199+58.64, 0.00'•
PRICE PLACE STA 4999+99.77, 0.00'
DE10040
STA 102+51.68
51.99' RT
DE10034
STA 2198+81.33
34.39' RT
CEMETERY STREET
REQD R/W
EASEMENT FOR CONSTR
OF SLOPES
MATCH LINE STA. 100+50 DRAWING No. 60-0002
MATCH LINE STA. 5002+50 DRAWING No. 60-0030
DE10039
STA 101+07.52
34.93' RT
N/F
RUSSIAN BAPTIST
CHURCH, INC.
SEE DWG* 60-0001,
60-0003 & 60-0035
DE10038
STA 102+35.54
37.37' RT
DE10037
STA 102+57.28
57.05' RT
DE10009
STA 100+81.95
39.17' RT
EASEMENT FOR
CONSTR
OF SLOPES
DE10019
STA 100+83.38
51.28' RT
N/F
RUSSIAN BAPTIST
CHURCH, INC.
SEE DWG* 60-0001,
60-0003 & 60-0035
DE10035
2198+80.68
62.81' RT
DE10042
STA 2199+31.27
32.74' RT
ESA PSOI 25' STREAM BUFFER
ESA-ENVIRONMENTALLY
SENSITIVE AREA,
SEE ERIT TABLE
IN GENERAL NOTES
FOR PERMITTED
CONSTRUCTION ACTIVITIES
EASEMENT FOR CONSTR
OF SLOPES
DO NOT DISTURB
EXISTING PAVEMENT
DE10041
STA 2199+30.61
61.79' RT
DE10043
STA 2199+30.95
46.75' RT
N/F
DEWARD & MOORE
CONSTRUCTION, INC.
SEE DWG* 60-0001, 60-0002,
60-0003, 60-0004 & 60-0034
DE10045
STA 2199+83.82
60.71' RT
31
STA 5000+55.99
40.32' RT
PRICE PLACE
EXIST R/W
N/F
GWINNETT COUNTY BOARD
OF EDUCATION
SEE DWG* 60-0001, 60-0003,
60-0004, 60-0005, 60-0030,
60-0031, 60-0032, 60-0033,
60-0036 & 60-0037
DE10049
STA 5001+46.86
39.27' RT
DE10050
STA 5001+23.05
67.77' RT
RELOCATE
EXISTING
FENCE
DE10057
STA 5001+48.68
47.29' RT
MATCH LINE STA. 2200+00 DRAWING No. 60-0004
SCALE IN FEET
0 20 40 80
PERMANENT EASEMENT SHOULD BE PURCHASED WITH THE RIGHT TO PLACE AND MAINTAIN UTILITIES
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)
DATE
REVISIONS
02-07-25
PARCEL 3 OWNER NAME CHANGE
STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLANS
PROJECT NO: 0016067
COUNTY: GWINNETT COUNTY
LAND LOT NO: 242
LAND DISTRICT: 6WD 406
DATE: 03/27/2023
SH 3 OF 52
60-0003

3

N/F
CEMETARY STREET, LLC
SEE DWG# 60-0001, 60-0002 & 60-0003

Parcel 3 EASEMENT FOR CONSTRUCTION OF SLOPES DE10028

PNT	OFFSET/		STATION/	ALIGNMENT
534	14.40	L	1007+02.46	Cemetery Path
DE10026	15.28	L	1007+03.39	Cemetery Path
DE10029	0.00	R	100+00.00	Cemetery Street
DE10023	0.00	R	100+16.45	Cemetery Street
DE10014	5.22	R	100+09.48	Cemetery Street
534	14.40	L	1007+02.46	Cemetery Path

REQD EASMT AREA = 163.39 SF

4

N/F
TAYLOR LIBUSE SCHOBEL
SEE DWG# 60-0001 & 60-0003

Parcel 4 REQ'D R/W DE10030

PNT	OFFSET/		STATION/ DIST	ALIGNMENT BEARING
DE10018	31.57	R	100+81.05	Cemetery Street
			20.32	N 32°23'35.1" W
DE10017	11.42	R	100+78.41	Cemetery Street
			201.82	N 64°49'13.6" E
DE10030	10.50	R	102+80.23	Cemetery Street
			9.43	S 31°24'37.5" E
DE10031	19.87	R	102+81.30	Cemetery Street
			0.00	S 31°38'03.8" E
DE10032	19.87	R	102+81.30	Cemetery Street
			200.59	S 61°44'22.0" W
DE10018	31.57	R	100+81.05	Cemetery Street

REQD R/W = 2979.37 SF
REQD R/W = 0.068 ACRES
REMAINDER = +/- 0.730 ACRES

Parcel 4 EASEMENT FOR CONSTRUCTION OF SLOPES DE10033

PNT	OFFSET/		STATION/	ALIGNMENT
DE10017	11.42	R	100+78.41	Cemetery Street
DE10027	0.00	R	100+76.91	Cemetery Street
DE10033	0.00	R	102+79.04	Cemetery Street
DE10030	10.50	R	102+80.23	Cemetery Street
DE10017	11.42	R	100+78.41	Cemetery Street

REQD EASMT AREA = 2213.45 SF

5

N/F
RUSSIAN BAPTIST CHURCH, INC.
SEE DWG# 60-0001 & 60-0003

Parcel 5 REQ'D R/W DE10034

PNT	OFFSET/		STATION/ DIST	ALIGNMENT BEARING
DE10009	39.17	R	100+81.95	Cemetery Street
			7.65	N 31°38'34.1" W
DE10018	31.57	R	100+81.05	Cemetery Street
			200.59	N 61°44'22.0" E
DE10032	19.87	R	102+81.30	Cemetery Street
			49.75	S 31°38'03.7" E
DE10034	34.39	R	2198+81.33	Mitchell Rd
			28.43	S 61°33'26.8" W
DE10035	62.81	R	2198+80.68	Mitchell Rd
			14.05	N 30°54'41.6" W
DE10037	57.05	R	102+57.28	Cemetery Street
			29.33	N 72°45'25.2" W
DE10038	37.37	R	102+35.54	Cemetery Street
			128.04	S 66°10'20.8" W
DE10039	34.93	R	101+07.52	Cemetery Street
			25.92	S 55°40'33.7" W
DE10009	39.17	R	100+81.95	Cemetery Street

REQD R/W = 3308.16 SF
REQD R/W = 0.076 ACRES
REMAINDER = +/- 0.154 ACRES

Parcel 5 EASEMENT FOR CONSTRUCTION OF SLOPES DE10040

PNT	OFFSET/		STATION/	ALIGNMENT
DE10019	51.28	R	100+83.38	Cemetery Street
DE10009	39.17	R	100+81.95	Cemetery Street
DE10039	34.93	R	101+07.52	Cemetery Street
DE10038	37.37	R	102+35.54	Cemetery Street
DE10040	51.99	R	102+51.68	Cemetery Street
DE10019	51.28	R	100+83.38	Cemetery Street

REQD EASMT AREA = 2458.59 SF

6

N/F
RUSSIAN BAPTIST CHURCH, INC.
SEE DWG# 60-0001 & 60-0003

Parcel 6 REQ'D R/W DE10041

PNT	OFFSET/		STATION/ DIST	ALIGNMENT BEARING
DE10041	61.79	R	2199+30.61	Mitchell Rd
			49.94	N 30°54'41.6" W
DE10035	62.81	R	2198+80.68	Mitchell Rd
			28.43	N 61°33'26.8" E
DE10034	34.39	R	2198+81.33	Mitchell Rd
			49.97	S 31°38'03.9" E
DE10042	32.74	R	2199+31.27	Mitchell Rd
			29.06	S 61°33'50.3" W
DE10041	61.79	R	2199+30.61	Mitchell Rd

REQD R/W = 1433.98 SF
REQD R/W = 0.033 ACRES
REMAINDER = +/- 0.197 ACRES

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
12-06-23	ADD REMAINDER INFORMATION		
02-07-25	PARCEL 3 OWNER NAME CHANGE		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY EASEMENTS
PROJECT NO:0016067
COUNTY: GWINNETT COUNTY
LAND LOT NO:242
LAND DISTRICT:
GMD:406
DATE:03/27/2023 SH 35 OF 52
DRAWING No. 60-0035

EXHIBIT 1-B TO DECLARATION

--Legal Descriptions of Condemned Property—

RIGHT OF WAY LEGAL DESCRIPTION

LAYOUT POINTS FROM CHAIN DE10030

TO POINT	STATION	OFFSET DISTANCE
	100+81.05	31.57R

DESCRIPTION OF DE10030

running thence N 32^23'35.1" W a distance of 20.32 feet to a point 11.42 feet right of and opposite station 100+78.41 on said construction centerline laid out for Cemetery Street; thence N 64^49'13.6" E a distance of 201.82 feet to a point 10.50 feet right of and opposite station 102+80.23 on said construction centerline laid out for Cemetery Street; thence S 31^24'37.5" E a distance of 9.43 feet to a point 19.87 feet right of and opposite station 102+81.30 on said construction centerline laid out for Cemetery Street; thence S 31^38'03.8" E a distance of 0.00 feet to a point 19.87 feet right of and opposite station 102+81.30 on said construction centerline laid out for Cemetery Street; thence S 61^44'22.0" W a distance of 200.59 feet back to the point of beginning.
Containing 0.068 acres more or less.

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

LAYOUT POINTS FROM CHAIN DE10033

TO POINT	STATION	OFFSET DISTANCE
	100+78.41	11.42R

DESCRIPTION OF DE10033

; running thence N 32^23'35.1" W a distance of 11.51 feet to a point at station 100+76.91 on said construction centerline laid out for Cemetery Street; thence N 65^04'55.5" E a distance of 202.12 feet to a point at station 102+79.04 on said construction centerline laid out for Cemetery Street; thence S 31^24'37.5" E a distance of 10.56 feet to a point 10.50 feet right of and opposite station 102+80.23 on said construction centerline laid out for Cemetery Street; thence S 64^49'13.6" W a distance of 201.82 feet back to the point of beginning.

Containing 0.051 acres more or less.

EXHIBIT 2 TO DECLARATION

—Resolution—

EXHIBIT 3 TO DECLARATION

—Appraisal Declaration—

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

Agenda Report

To: Mayor and Council

From: William J. Diehl, Thompson, O'Brien, Kappler & Nasuti, PC

Meeting Date: January 5, 2026 – Regular Meeting Session

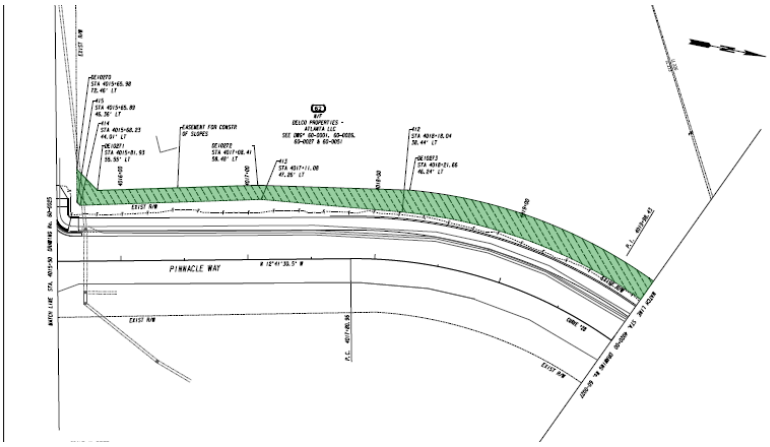
Item No.: 2025-429

Title: Condemnation for Temporary Construction Easement and Right of Way at 405 Pinnacle Court (PIN: R6213 068) (Norcross Greenway Parcel 62).

CC: Eric Johnson, City Manager

Recommendation: Approve the exercise of eminent domain as it pertains to Greenway Project Parcel 62 in the amount of $51,900.00 and authorize the City Attorney to initiate condemnation proceedings.

Background: Acquisition of this property is necessary to complete the greenway project. 9,535.67 square feet of temporary construction easement is needed within Parcel 62 to access and construct slopes on the right of way. No right of way is required on the parcel. The construction will damage existing landscaping on the property and will require a degree of fill on the existing right of way. An appraisal of this area was conducted by Ben W. Rapillard and the easements were valued at $10,299.00 with replacement costs for landscaping and lighting at approximately $41,000.00. The highlighted area below shows the subject easement:



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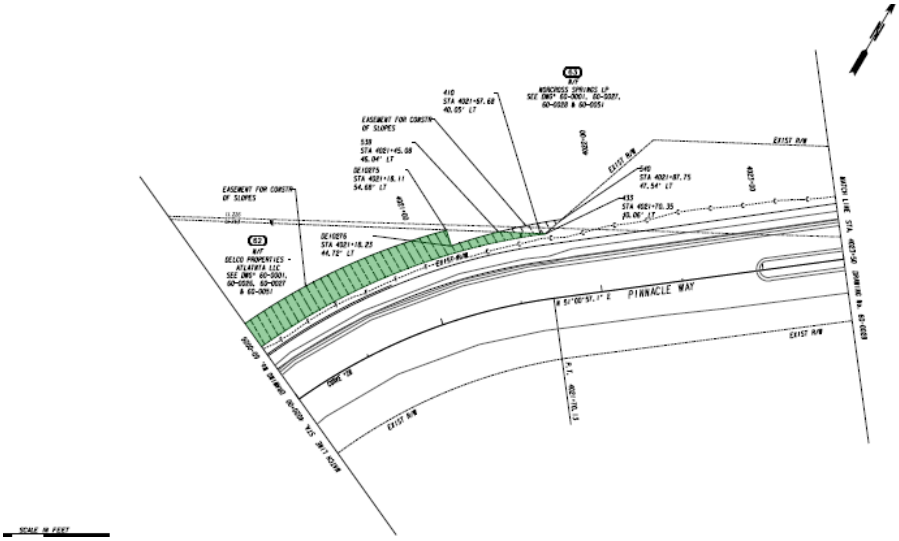


The record property owner of the parcel is Omni GA 2021, LLC. The property owner agreed to an option agreement for the City to purchase the property but since the execution of that agreement the City has been unable to communicate with the property owner to schedule a closing of that option. As such, the City has had no other option but to condemn the property.

Notice of the condemnation proceeding has been provided pursuant to Georgia law.

Financial Impact: None.

Consistent with Comprehensive Plan?

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

Attachments:

1. Proposed Resolution
2. Proposed Declaration of Taking
3. Appraisal Certification

Project Number: NORCROSS GREENWAY-LCI-SHARED USE PATH ENHANCEMENT	County: GWINNETT	P. I. Number: 0016067	Parcel Number: 62

GEORGIA DEPARTMENT OF TRANSPORTATION

R/W 532-FR **Fee Review Appraisers Report** **Revised 1/27/2023**

388C ☒ 388N ☐		Physical Address: 405 PINNACLE COURT, NORCROSS, GWINNETT COUNTY, GA
Owner: OMNI GA 2021, LLC		
Address: 1 DOT WAY, MOUNT STERLING, IL 62353		
Telephone Number(s): 800-292-6664		
Appraisal # 1		
Appraisal Amount: **$51,900**	Date of Appraisal: 9-21-24	Appraiser: CASEY LYON
I have visually inspected the property and comparable sales selected, and analyzed and described ☒YES ☐ NO If no, explain **The attached appraisal report has been reviewed by the undersigned. In accordance with 49CFR 24.104, the attached appraisal meets one of the following categories.**		
☒ Appraisal Recommended	☐ Accept Appraisal, as complying with all requirements	☐ Not Accepted-Include reasoning as an addendum
Appraisal # 2		
Appraisal Amount:	Date of Appraisal:	Appraiser:
I have visually inspected the property and comparable sales selected, and analyzed and described ☐YES ☐ NO If no, explain **The attached appraisal report has been reviewed by the undersigned. In accordance with 49CFR 24.104, the attached appraisal meets one of the following categories.**		
☐ Appraisal Recommended	☐ Accept Appraisal, as complying with all requirements	☐ Not Accepted-Include reasoning as an addendum

Market Value Determination: $51,900

Project Number: NORCROSS GREENWAY-LCI-SHARED USE PATH ENHANCEMENT	County: GWINNETT	P. I. Number: 0016067	Parcel Number: 62

Acquisition Area

Acquisition Area	AC	SF	Permanent Easement	AC	SF
Temporary Easement	0.219 AC	9535.67 SF	Demolition Easement	AC	SF
Uneconomic Remnant ☐YES ☒NO			AC		SF
Access Rights ☐ YES ☒ NO			Retabulation ☐YES ☒NO		
Reason for retab?					
UST's In RW	N/A	UST's outside R/W	N/A	Relocation	☐ YES ☒ NO	Consequential	☐ YES ☒ NO
Economic Rent		$N/A		Amount Withheld from Cost to Cure		$N/A	
Total Before Value		$N/A					

1. Is the data in the appraisal report factual and accurate? ☒YES ☐NO
2. Is the estimated site/land value before the acquisition reasonable for the Subject? ☒YES ☐NO
3. Is the estimated value of the improvements reasonable of the effective date of the appraisal under review? ☐YES ☐NO ☒N/A
4. Is the estimate of total compensation reasonable as of the effective date of the appraisal under review? ☒ YES ☐ NO

Property Overview: The subject property of this review is a 6.67 acre parcel located at 405 Pinnacle Court, in Norcross, Gwinnett County Georgia and improved with an industrial flex building. The parcel is zoned M-1-Light Industrial District by the City of Norcross. H&BU is deemed to be for Light Industrial development. The parcel is identified on Gwinnett County tax records as R6213 068. Per the appraiser and PTC the parcel last transferred on 12-30-21 for a reported $9,382,681. Acquisition involves 0.219 acres of Temporary Easement. The acquisition will impact landscaping, irrigation and a parking lot light.

Appraisal Assignment: The appraisal assignment was to estimate the market value, the unencumbered fee simple interest and any other interest in the subject property for the purpose of acquiring the subject property for the proposed construction of a shared use path enhancement in Gwinnett County. The client and intended user are the City of Norcross and the Georgia Department of Transportation (GDOT). GDOT or their authorized representative procured the services of Mr. Casey Lyon for this assignment. Mr. Lyon's appraisal report is dated 9-21-24 and he estimated the market value of the subject property at $51,900.

Scope of the Assignment: The scope of the assignment included a field and desk review of the appraisal report. The subject property and comparable sales were personally inspected October 18, 2024. The appraisal report was read and reviewed in its entirety. The data, information and methodology used to arrive at the conclusion were analyzed for accuracy and for reasonableness.

SUMMARY AND CONCLUSIONS:

1. **Adequacy and Relevance of Data**

Mr. Lyon has verified and analyzed four land sales in estimating the value of the subject property. All of the sales are located in close proximity of the subject or in a competing market area. The comparable sales utilized appear to be good indicators of the subject's market value.

2. **Proper Adjustments:**
   The adjustments made to the comparable sales when in direct comparison to the subject were considered to be appropriate by the review appraiser.
3. **Appropriate Appraisal Methods:** The subject improvements are unaffected by the acquisition. As such, the Sales Comparison Approach was the only approach utilized in valuing the subject land. This was considered appropriate to the appraisal problem and the appraiser correctly employed recognized appraisal techniques for this approach. Mr. Lyon estimates the market value of the acquisition to be $51,900 with the land contribution based on $5.40 per square foot.
4. **Appropriate Techniques:**
   The techniques used by Mr. Lyon were conventional and properly applied.
   Is the Consideration Appropriate and Reasonable
   The opinion and judgments of the appraiser are within acceptable appraisal standards and guidelines. The report reflects an acceptable conclusion that falls within the range of market evidence.
   The recommended compensation by this reviewer for this subject property is based on Mr. Lyon's appraisal report. See Calculations Below:

Site Improvement Replacement per Estimate- landscaping/irrigation	**$34,195**
Damage to Trade Fixtures- Light relocation	**7,400**
Temporary Easement 9535.67 SF X $5.40 SF X 10%-2 YRS	**10,299**
Total FMV	$51,894
Total FMV Rounded	**$51,900**

Project Number: NORCROSS GREENWAY-LCI-SHARED USE PATH ENHANCEMENT	County: GWINNETT	P. I. Number: 0016067	Parcel Number: 62

Intended Client/ Intended User
The Georgia Department of Transportation and their approved representatives are the intended clients and the intended users of this report.

Limiting Conditions

1. The review appraiser is not responsible for matters of a legal nature that affect either the property that is the subject of the appraisal review or the title to it. The review appraiser assumes that the title is good and marketable and, therefore, will not render an opinion about the title. The property is reviewed on the basis of it being under responsible ownership.
2. The review appraiser has noted in the appraisal review any adverse conditions observed during the inspection of the property or that the appraiser became aware of during normal research involved with performing the appraisal review. Unless otherwise stated in the appraisal review report, the review appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, expressed or implied, regarding the condition of the property. The review appraiser will not be responsible for any such conditions that do exist for any engineering or testing that might be required to discover whether such conditions exist. Because the review appraiser is not an expert in the field of environmental hazards, the appraisal review report must not be considered as an environmental assessment of the property.
3. The review appraiser obtained information, estimates and opinions that were expressed in the appraisal review report from sources that he or she considers to be reliable and believes them to be true and correct. The review appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

Reviewer's Certification

I certify that, to the best of my knowledge and belief:
-The statements of fact contained in this report are true and correct.
-The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations.
-I have no (or the specified) present or prospective interest in the property that is the subject of this report, and I have no (or the specified) personal interest with respect to the parties involved.
-I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
-My engagement in this assignment was not contingent upon developing or reporting predetermined results.
-My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favor the cause of the client, the amount of the value opinion, the attainment of a stipulated result, of the occurrence of a subsequent event directly related to the intended use of this appraisal consulting assignment.
-My analyses, opinions, conclusions were developed, and this report has been prepared, in conformity with the ***Uniform Standards of Professional Appraisal Practice.***
-I have made a personal inspection of the property that is subject of this report. (If more than one person signs this certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the property).
-No one provided significant real property appraisal or appraisal consulting assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal or appraisal consulting assistance must be stated.)
It is my understanding that the Market Value listed herein is to be used in the acquisition of right of way for a Federal-Aid Highway. The determination of value has been reached independently based on the appraisal and other factual data of record without collaboration or direction.

Fee Reviewing Appraiser: Ben W. Rapillard
Certified Real Estate Appraiser No. CG804
DATE: October 21, 2024

State Auditing Reviewer: Cory Ross Payne
Certified Real Estate Appraiser No. CG261283
DATE: 10/31/24

Resolution No. 2026-_____

RESOLUTION TO AUTHORIZE THE EXERCISE OF EMINENT DOMAIN TO ACQUIRE REAL ESTATE COMMONLY KNOWN AS 405 PINNACLE COURT, NORCROSS, GEORGIA (PIN: R6213 068) 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*. among other statutory and constitutional provisions 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 City is designing and construction a certain multi-use path and expanded sidewalk to extend transportation facilities across the City of Norcross and to implement the Norcross Greenway as envisioned in the Livable Cites Initiative (the "**Greenway Project**"); 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 405 Pinnacle Court, Norcross, Georgia 30071 assigned tax parcel ID No. R6213 068 (the "**Property**"), for public use; and

WHEREAS, the City has diligently pursued good faith negotiations to acquire the same, but has been unable to reach an agreement for the acquisition of certain right-of way and construction easement rights located on the Property on terms acceptable to the City; 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 City has given written notice of the City's offer of payment and the City's intention to consider this Resolution and has held the requisite public hearing;

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 applicable law, the use of which is hereby authorized for the acquisition of property described in Exhibits "A-1" & "A-2"; and

2. That just and adequate compensation for the right-of-way and temporary easement rights provided herein are determined to be FIFTY-ONE THOUSAND, NINE HUNDRED DOLLARS ($51,900.00); and

3. 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

4. That the City Attorney and City Staff are authorized and directed to cause FIFTY-ONE THOUSAND, NINE HUNDRED DOLLARS ($51,900.00) to be paid into the registry of the Superior Court of Gwinnett County as adequate compensation for the City's acquisition of the Property in accordance with applicable laws and regulations of the State of Georgia; and

5. That the City Manager is hereby authorized and directed to expend all other 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; and

6. That this Resolution shall take effect immediately upon adoption.

ADOPTED by the Mayor and Council of the City of Norcross, Georgia, this 6th day of January, 2026.

_____
CRAIG NEWTON, Mayor
The City of Norcross, Georgia

_____
MONIQUE PHILIP, City Clerk
The City of Norcross, Georgia

_____
WILLIAM J. DIEHL, City Attorney
The City of Norcross, Georgia

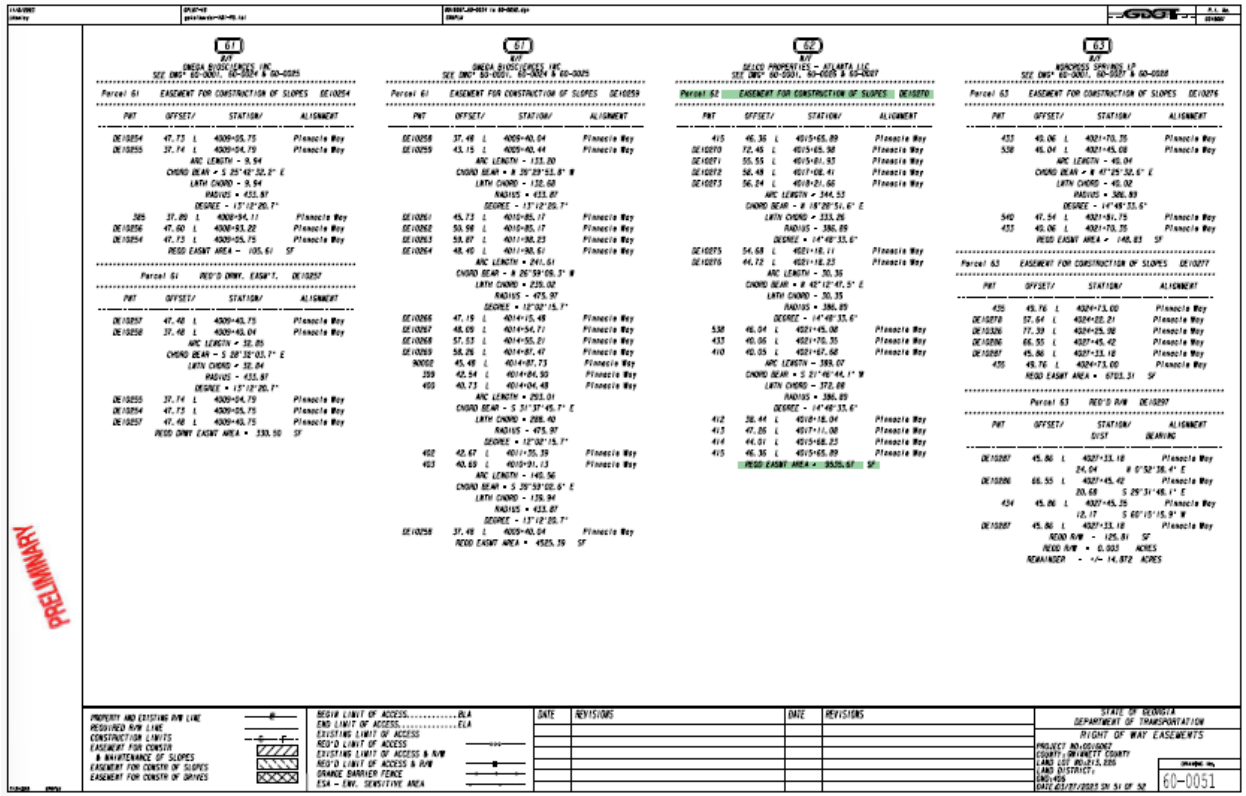
EXHIBIT A-1 TO RESOLUTION

--Plat of Condemned Property—

(Temporary Construction Easement in Green)

PRELIMINARY
PINNACLE WAY
EXIST R/W
60-1026

PRELIMINARY
PINNACLE WAY
EXIST R/W
MATCH LINE STA. 4023+50 DRAWING No. 62-0028
STA. 4021+00
P.T. 4021+70.13
PERMANENT EASEMENT SHOULD BE PURCHASED WITH THE RIGHT TO PLACE AND MAINTAIN UTILITIES
REVISIONS
DATE
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
60-0027



61
R/T
OMEGA BIOSCIENCES, INC.
SEE DWG# GD-0001, GD-0004 & GD-0005

Parcel 61 EASEMENT FOR CONSTRUCTION OF SLOPES DE10254

PNT	OFFSET/		STATION/	ALIGNMENT
DE10254	47.73	L	4309+05.75	Pinnacle Way
DE10255	37.74	L	4309+54.79	Pinnacle Way
	ARC LENGTH = 9.54			
	CHORD BEAR = S 25°42'32.2" E			
	LATH CHORD = 9.54			
	RADIUS = 433.87			
	DEGREE = 13°12'20.7"			
385	37.89	L	4308+54.11	Pinnacle Way
DE10256	47.60	L	4308+53.22	Pinnacle Way
DE10254	47.73	L	4309+05.75	Pinnacle Way
	RECD EASMT AREA = 105.61 SF			

Parcel 61 RED'D DRNY. EASM'T. DE10257

PNT	OFFSET/		STATION/	ALIGNMENT
DE10257	47.48	L	4309+45.75	Pinnacle Way
DE10258	37.48	L	4309+45.04	Pinnacle Way
	ARC LENGTH = 32.85			
	CHORD BEAR = S 28°32'03.7" E			
	LATH CHORD = 32.84			
	RADIUS = 433.87			
	DEGREE = 13°12'20.7"			
DE10255	37.74	L	4309+54.79	Pinnacle Way
DE10254	47.73	L	4309+05.75	Pinnacle Way
DE10257	47.48	L	4309+45.75	Pinnacle Way
	RECD DRNY EASMT AREA = 333.50 SF			

61
R/T
OMEGA BIOSCIENCES, INC.
SEE DWG# GD-0001, GD-0004 & GD-0005

Parcel 61 EASEMENT FOR CONSTRUCTION OF SLOPES DE10259

PNT	OFFSET/		STATION/	ALIGNMENT
DE10258	37.48	L	4009+40.04	Pinnacle Way
DE10259	43.15	L	4009+40.44	Pinnacle Way
	ARC LENGTH = 133.20			
	CHORD BEAR = N 25°29'53.8" W			
	LATH CHORD = 132.68			
	RADIUS = 433.87			
	DEGREE = 13°12'20.7"			
DE10261	45.73	L	4010+85.17	Pinnacle Way
DE10262	59.98	L	4010+85.17	Pinnacle Way
DE10263	59.87	L	4011+36.23	Pinnacle Way
DE10264	48.49	L	4011+90.61	Pinnacle Way
	ARC LENGTH = 241.61			
	CHORD BEAR = N 26°59'06.3" W			
	LATH CHORD = 239.02			
	RADIUS = 475.97			
	DEGREE = 12°02'15.7"			
DE10266	47.15	L	4014+15.48	Pinnacle Way
DE10267	48.09	L	4014+54.71	Pinnacle Way
DE10268	57.53	L	4014+55.21	Pinnacle Way
DE10269	58.26	L	4014+81.47	Pinnacle Way
90002	45.48	L	4014+81.73	Pinnacle Way
359	42.54	L	4014+84.90	Pinnacle Way
455	40.73	L	4014+06.48	Pinnacle Way
	ARC LENGTH = 293.01			
	CHORD BEAR = S 31°37'45.7" E			
	LATH CHORD = 288.40			
	RADIUS = 475.97			
	DEGREE = 12°02'15.7"			
452	42.67	L	4011+35.39	Pinnacle Way
453	40.69	L	4010+91.13	Pinnacle Way
	ARC LENGTH = 145.56			
	CHORD BEAR = S 25°59'02.6" E			
	LATH CHORD = 139.94			
	RADIUS = 433.87			
	DEGREE = 13°12'20.7"			
DE10258	37.48	L	4009+40.04	Pinnacle Way
	RECD EASMT AREA = 4525.39 SF			

62
R/T
SEICO PROPERTIES - ATLANTA LLC
SEE DWG# GD-0001, GD-0005 & GD-0007

Parcel 62 EASEMENT FOR CONSTRUCTION OF SLOPES DE10270

PNT	OFFSET/		STATION/	ALIGNMENT
415	46.36	L	4015+65.89	Pinnacle Way
DE10270	72.45	L	4015+65.98	Pinnacle Way
DE10271	55.55	L	4015+81.93	Pinnacle Way
DE10272	56.48	L	4017+08.41	Pinnacle Way
DE10273	56.24	L	4018+21.66	Pinnacle Way
	ARC LENGTH = 344.53			
	CHORD BEAR = N 18°28'54.6" E			
	LATH CHORD = 333.26			
	RADIUS = 386.89			
	DEGREE = 14°48'33.6"			
DE10275	54.68	L	4021+18.11	Pinnacle Way
DE10276	44.72	L	4021+18.23	Pinnacle Way
	ARC LENGTH = 30.35			
	CHORD BEAR = N 43°12'41.5" E			
	LATH CHORD = 30.35			
	RADIUS = 386.89			
	DEGREE = 14°48'33.6"			
538	46.04	L	4021+45.08	Pinnacle Way
433	40.06	L	4021+70.35	Pinnacle Way
410	40.05	L	4021+87.68	Pinnacle Way
	ARC LENGTH = 389.07			
	CHORD BEAR = S 21°46'44.1" W			
	LATH CHORD = 372.88			
	RADIUS = 386.89			
	DEGREE = 14°48'33.6"			
412	38.44	L	4018+18.04	Pinnacle Way
413	47.26	L	4017+11.00	Pinnacle Way
414	44.51	L	4015+68.23	Pinnacle Way
415	46.36	L	4015+65.89	Pinnacle Way
	RECD EASMT AREA = 9535.57 SF			

63
R/T
NORCROSS SPRINGS, LP
SEE DWG# GD-0001, GD-0001 & GD-0008

Parcel 63 EASEMENT FOR CONSTRUCTION OF SLOPES DE10276

PNT	OFFSET/		STATION/	ALIGNMENT
433	40.06	L	4021+70.35	Pinnacle Way
538	46.04	L	4021+45.08	Pinnacle Way
	ARC LENGTH = 40.04			
	CHORD BEAR = N 47°25'32.6" E			
	LATH CHORD = 40.02			
	RADIUS = 386.89			
	DEGREE = 14°48'33.6"			
540	47.54	L	4021+81.75	Pinnacle Way
433	40.06	L	4021+70.35	Pinnacle Way
	RECD EASMT AREA = 148.83 SF			

Parcel 63 EASEMENT FOR CONSTRUCTION OF SLOPES DE10277

PNT	OFFSET/		STATION/	ALIGNMENT
435	45.76	L	4024+73.00	Pinnacle Way
DE10278	57.64	L	4024+22.21	Pinnacle Way
DE10326	77.39	L	4024+25.28	Pinnacle Way
DE10286	66.55	L	4027+45.42	Pinnacle Way
DE10287	45.86	L	4027+33.18	Pinnacle Way
435	45.76	L	4024+73.00	Pinnacle Way
	RECD EASMT AREA = 6703.31 SF			

Parcel 63 RED'D R/W DE10297

PNT	OFFSET/	STATION/ DIST	ALIGNMENT BEARING
DE10287	45.86 L	4027+33.18	Pinnacle Way
		24.04	N 0°52'38.4" E
DE10286	66.55 L	4027+45.42	Pinnacle Way
		20.68	S 25°31'48.1" E
434	45.86 L	4027+45.25	Pinnacle Way
		12.17	S 60°15'15.9" W
DE10287	45.86 L	4027+33.18	Pinnacle Way

RECD R/W = 125.51 SF
RECD R/W = 0.003 ACRES
REMAINDER = +/- 14.872 ACRES

PRELIMINARY

PROPERTY AND EXISTING R/W LINE
RESVRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
RED'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
RED'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY EASEMENTS
PROJECT NO.GD-0060
COUNTY: GWINNETT COUNTY
LAND LOT #(S):5, 286
LAND DISTRICT:
SHEET #:26
DATE:03/27/2023 SH 51 OF 52
DRAWING NO. 60-0051

EXHIBIT A-2 TO RESOLUTION

--Legal Descriptions of Condemned Property—

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

LAYOUT POINTS FROM CHAIN DE10270

TO POINT	OFFSET STATION	DISTANCE
4015+65.89		46.36L

DESCRIPTION OF DE10270

; running thence S 77^30'28.4" W a distance of 26.10 feet to a point 72.46 feet left of and opposite station 4015+65.98 on said construction centerline laid out for Pinnacle Way; thence N 33^59'43.0" E a distance of 23.24 feet to a point 55.55 feet left of and opposite station 4015+81.93 on said construction centerline laid out for Pinnacle Way; thence N 14^01'13.2" W a distance of 126.52 feet to a point 58.48 feet left of and opposite station 4017+08.41 on said construction centerline laid out for Pinnacle Way; thence N 10^18'35.1" W a distance of 119.79 feet to a point 56.24 feet left of and opposite station 4018+21.66 on said construction centerline laid out for Pinnacle Way; thence northwesterly 344.53 feet along the arc of a curve (said curve having a radius of 386.89 feet and a chord distance of 333.26 feet on a bearing of N 18^28'51.6" E) to the point 54.68 feet left of and opposite station 4021+18.11 on said construction centerline laid out for Pinnacle Way; thence S 48^14'42.8" E a distance of 9.96 feet to a point 44.72 feet left of and opposite station 4021+18.23 on said construction centerline laid out for Pinnacle Way; thence northeasterly 30.36 feet along the arc of a curve (said curve having a radius of 386.89 feet and a chord distance of 30.35 feet on a bearing of N 42^12'47.5" E) to the point 46.04 feet left of and opposite station 4021+45.08 on said construction centerline laid out for Pinnacle Way; thence N 60^53'30.9" E a distance of 28.98 feet to a point 40.06 feet left of and opposite station 4021+70.35 on said construction centerline laid out for Pinnacle Way; thence S 50^35'18.1" W a distance of 2.95 feet to a point 40.05 feet left of and opposite station 4021+67.68 on said construction centerline laid out for Pinnacle Way; thence southwesterly 389.07 feet along the arc of a curve (said curve having a radius of 386.89 feet and a chord distance of 372.88 feet on a bearing of S 21^46'44.1" W) to the point 38.44 feet left of and opposite station 4018+18.04 on said construction centerline laid out for Pinnacle Way; thence S 7^01'49.9" E a distance of 111.50 feet to a point 47.26 feet left of and opposite station 4017+11.08 on said construction centerline laid out for Pinnacle Way; thence S 13^59'37.8" E a distance of 142.89 feet to a point 44.01 feet left of and opposite station 4015+68.23 on said construction centerline laid out for Pinnacle Way; thence S 32^30'31.4" W a distance of 3.31 feet back to the point of beginning.

Containing 0.219 acres more or less.

DECLARATION OF TAKING

PURSUANT TO O.C.G.A. § 32-3-1 *ET SEQ.* AND O.C.G.A. § 22-3-140

The City of Norcross, Georgia issues this declaration of taking pursuant to O.C.G.A. § 32-3-1 *et seq*. and O.C.G.A. § 22-3-140 and shows the following:

1.

The City of Norcross, Georgia, hereinafter referred to as Condemnor, is a political subdivision of the State of Georgia.

2.

The names and residence of the person(s) whose property or rights are to be taken or otherwise affected, so far known, and the interest of each person so far as known are as follows:

Owner:

OMNI GA 2021, LLC

1 Dot Way

Mount Sterling, Illinois 62353

County Tax Commissioner:

Gwinnett County Tax Commissioner

Attn: Denise R. Mitchell, MPA

75 Langley Drive

Lawrenceville, Georgia 30046

County Probate Judge:

Gwinnett County Probate Court

75 Langley Drive

Lawrenceville, Georgia 30046

3.

Condemnor is vested with the power and authority to acquire the property and interests described herein for public transportation purposes through the exercise of eminent domain pursuant to O.C.G.A. § 32-3-1 *et seq*., O.C.G.A. § 22-3-140, and all other applicable provisions of Georgia law.

4.

Said lands the lands are being taken for the use of the Condemnor, subject to the order of the court provided for in Code Section 32-3-12.

5.

Condemnor has determined that it is in the public interest and for a public purpose to construct and improve a shared-use path and related transportation facilities as part of the Norcross Greenway – LCI Shared Use Path Enhancement Project within the municipal limits of the City of Norcross, Gwinnett County, Georgia, and that such construction requires the acquisition of the property interests described herein.

6.

In order to maintain the project schedule and proceed without delay, Condemnor hereby acquires the following property interests from the property of OMNI GA 2021, LLC, located at 405 Pinnacle Court, Norcross, Georgia 30071, being in Land Lot 068 of the R6 213 District of Gwinnett County, Georgia, and being more particularly described and shown on Exhibit "1-A" & "1-B" attached hereto and incorporated herein by reference: (a) Temporary construction easement consisting of approximately 9,535.67 square feet, for construction-related activities associated with the project necessary to maintain access during construction, all such temporary easements to terminate upon completion and acceptance of the project.

7.

By Resolution, Condemnor has set forth the public purpose and/or use for this taking and has found that the circumstances in this case are such that it is necessary to proceed with condemnation under the provisions of O.C.G.A. § 32-3-1 *et seq*. and O.C.G.A. § 22-3-140. Said Resolution also specifically authorizes this declaration. A certified copy of said Resolution is attached hereto as Exhibit "2" and incorporated herein by reference.

8.

Condemnor has estimated that the sum of Fifty-One Thousand Nine Hundred and No/100 Dollars ($51,900.00) constitutes just and adequate compensation for the property interests taken herein, including any consequential damages, if any, to the remainder of the property not taken.

(See Exhibit "3", a sworn statement of the appraiser justifying the sum offered, attached hereto and incorporated herein by reference).

9.

As required by O.C.G.A. § 32-3-6, a plat showing the lands to be taken is attached hereto as Exhibit "1-A" and incorporated herein by reference.

10.

The tax collecting authority required to be served pursuant to Georgia law is the Gwinnett County Tax Commissioner, who may be served at 75 Langley Drive, Lawrenceville, Georgia 30046.

WHEREFORE, Condemnor hereby declares that the above described lands are hereby taken for the use of Condemnor for public sewer purposes, subject to order of the Court as provided by law, and with the filing of this Declaration of Taking, Condemnor hereby deposits into the Superior Court of Gwinnett County, Georgia, the sum of $51,900.00 as just compensation for the property described above.

ADOPTED by the Mayor and City Council for the City of Norcross, Georgia, this ____day of January, 2026.

_____

Craig Newton
Mayor
City of Norcross, Georgia

ATTEST:

_____
MONIQUE PHILIP
City Clerk
City of Norcross, Georgia

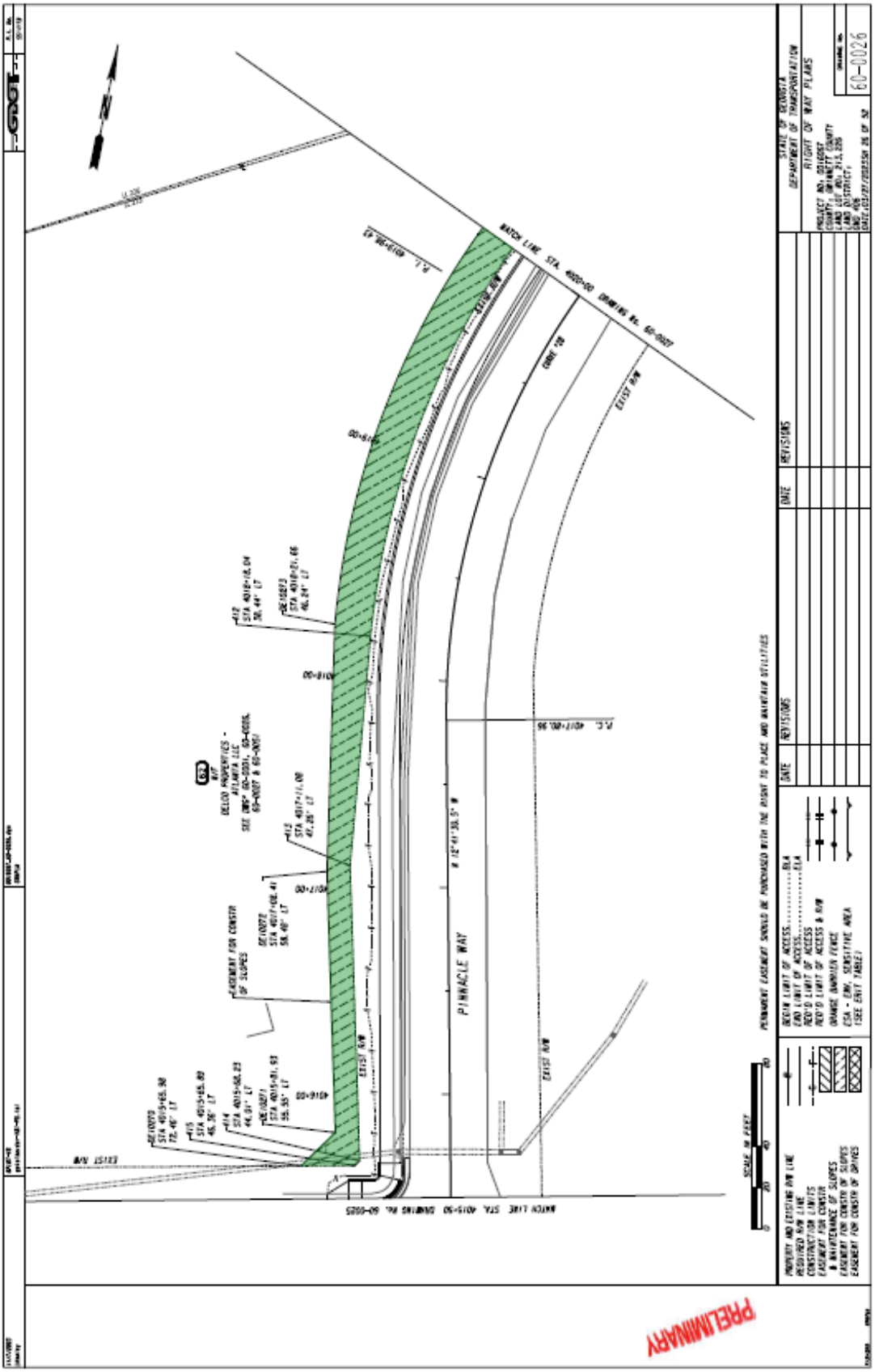
APPROVED AS TO FORM:

_____
WILLIAM J. DIEHL
City Attorney
City of Norcross, Georgia

EXHIBIT 1-A TO DECLARATION

--Plat of Condemned Property—

(Temporary Construction Easement in Green)


PRELIMINARY
PINNACLE WAY
EXIST R/W
EASEMENT FOR CONSTR OF SLOPES
MATCH LINE STA. 4019+50 DRAWING No. 60-0025
MATCH LINE STA. 4020+00 DRAWING No. 60-0027
PERMANENT EASEMENT SHOULD BE PURCHASED WITH THE RIGHT TO PLACE AND MAINTAIN UTILITIES
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS
END LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ENVT TABLE)
REVISIONS
DATE
STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLANS
60-0026

WATCH LINE STA 4023+50 DRAWING No. 60-0028
EXIST R/W
4022+00
4021+00
PINNACLE WAY
P.T. 4021+70.13
N 51°00'57.1" E
63
R/W
NORCROSS SPRINGS LP
SEE DWG* 60-0001, 60-0027, 60-0028 & 60-0051
410
STA 4021+57.68
40.05' LT
540
STA 4021+87.75
47.54' LT
433
STA 4021+70.35
40.06' LT
EASEMENT FOR CONSTR OF SLOPES
538
STA 4021+45.08
46.04' LT
DE10275
STA 4021+18.11
54.68' LT
DE10276
STA 4021+18.25
44.72' LT
62
R/W
DELCO PROPERTIES - ATLANTA LLC
SEE DWG* 60-0001, 60-0026, 60-0027 & 60-0051
EASEMENT FOR CONSTR OF SLOPES
MATCH LINE STA 4020+00 DRAWING No. 60-0026
PERMANENT EASEMENT SHOULD BE PURCHASED WITH THE RIGHT TO PLACE AND MAINTAIN UTILITIES
SCALE IN FEET
0
20
40
80
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS............BLA
END LIMIT OF ACCESS..............ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ENVT TABLE)
DATE
REVISIONS
DATE
REVISIONS
STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLANS
COUNTY: GWINNETT COUNTY
LAND DISTRICT:
DRAWING No.
60-0027
PRELIMINARY

PRELIMINARY
60-0051

EXHIBIT 1-B TO DECLARATION

--Legal Descriptions of Condemned Property—

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

LAYOUT POINTS FROM CHAIN DE10270

TO POINT	STATION	OFFSET DISTANCE
	4015+65.89	46.36L

DESCRIPTION OF DE10270

; running thence S 77^30'28.4" W a distance of 26.10 feet to a point 72.46 feet left of and opposite station 4015+65.98 on said construction centerline laid out for Pinnacle Way; thence N 33^59'43.0" E a distance of 23.24 feet to a point 55.55 feet left of and opposite station 4015+81.93 on said construction centerline laid out for Pinnacle Way; thence N 14^01'13.2" W a distance of 126.52 feet to a point 58.48 feet left of and opposite station 4017+08.41 on said construction centerline laid out for Pinnacle Way; thence N 10^18'35.1" W a distance of 119.79 feet to a point 56.24 feet left of and opposite station 4018+21.66 on said construction centerline laid out for Pinnacle Way; thence northwesterly 344.53 feet along the arc of a curve (said curve having a radius of 386.89 feet and a chord distance of 333.26 feet on a bearing of N 18^28'51.6" E) to the point 54.68 feet left of and opposite station 4021+18.11 on said construction centerline laid out for Pinnacle Way; thence S 48^14'42.8" E a distance of 9.96 feet to a point 44.72 feet left of and opposite station 4021+18.23 on said construction centerline laid out for Pinnacle Way; thence northeasterly 30.36 feet along the arc of a curve (said curve having a radius of 386.89 feet and a chord distance of 30.35 feet on a bearing of N 42^12'47.5" E) to the point 46.04 feet left of and opposite station 4021+45.08 on said construction centerline laid out for Pinnacle Way; thence N 60^53'30.9" E a distance of 28.98 feet to a point 40.06 feet left of and opposite station 4021+70.35 on said construction centerline laid out for Pinnacle Way; thence S 50^35'18.1" W a distance of 2.95 feet to a point 40.05 feet left of and opposite station 4021+67.68 on said construction centerline laid out for Pinnacle Way; thence southwesterly 389.07 feet along the arc of a curve (said curve having a radius of 386.89 feet and a chord distance of 372.88 feet on a bearing of S 21^46'44.1" W) to the point 38.44 feet left of and opposite station 4018+18.04 on said construction centerline laid out for Pinnacle Way; thence S 7^01'49.9" E a distance of 111.50 feet to a point 47.26 feet left of and opposite station 4017+11.08 on said construction centerline laid out for Pinnacle Way; thence S 13^59'37.8" E a distance of 142.89 feet to a point 44.01 feet left of and opposite station 4015+68.23 on said construction centerline laid out for Pinnacle Way; thence S 32^30'31.4" W a distance of 3.31 feet back to the point of beginning.

Containing 0.219 acres more or less.

EXHIBIT 2 TO DECLARATION

—Resolution—

EXHIBIT 3 TO DECLARATION

—Appraisal Declaration—

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

AGENDA REPORT

To: Mayor and Council

From: Helen Balch, Director of Community Development

Meeting Date: December 15, 2025

Item No.: 2025-359

Title: Abandonment of City Right of Way on Lawrenceville Street

CC: Eric Johnson, City Manager

Recommendation:
Authorize the City's abandonment of the alleyway located adjacent to 372 Lawrenceville Street, Norcross, Georgia, 30071(Parcel ID R6242 006) pursuant to O.C.G.A. § 32-7-1 *et seq.*

Background
This agenda item concerns the abandonment of an undeveloped city twenty (20) foot wide right of way that extends three hundred thirty-two (332) feet from the east side of Lawrenceville Street adjacent to 372 Lawrenceville Street (the "Subject Right of Way"). The abandonment is requested by the owner and developer of 372 Lawrenceville Street, who is in the process of redeveloping the adjoining parcel and wishes to develop the Subject Right of Way so it may be utilized within the site.

Adjoining portions to the Subject Right of Way appear to have been previously abandoned and the Subject Right of Way no longer connects to Buford Highway. Thus, the prospect of the right of way serving any future public purpose is doubtful. Should the City Council make a finding that abandonment is in the best interest of the public in accordance with Georgia Code Section 32-7-2 (c), the City needs to abandon the right of way as it is shown in the attached site plan, and as more accurately described in the attached legal description.

O.C.G.A. § 32-7-2(c) requires that the City Council make a finding that the removal of this portion of the Alleyway from public right of way is in the best interest of the public. Importantly, the right of way abandonment will not impact the property owners having access to Lawrenceville Street and Buford Highway. Each of these parcels will continue to have the existing access points along Lawrenceville Street and Buford Highway.

After abandonment, the City would explore selling the right of way to adjoining property owners in accordance with state law.

Financial Impact
None

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

1. Goal 1: Continue to define Norcross' unique sense of place, where nature-based and cultural assets are conserved and enhanced.
2. Goal 2: Continue to Strengthen Norcross as a Livable, Inclusive, and Safe Environment.

Attachments

- Letter from Adjacent Property Owner
- Resolution Authorizing Abandonment
- 25-001 - Legal Description - Northeasterly Portion Alley
- 25-001 - Legal Description - Southeasterly Portion Alley
- ROW Survey Lawrenceville St

Adrienne Holmes Construction, LLC
3379 Peachtree Rd NE, Suite 555
Atlanta, GA 30326
770-946-2024
adrienne.holmes@yahoo.com
AdrienneHolmesConstruction.com

City of Norcross – Planning and Zoning Committee
Attn: Mr. William Diehl
2 Sun Court, Suite 400
Peachtree Corners, GA 30092

Date: November 12, 2025

Dear Mr. Diehl and Committee Members,

On behalf of Adrienne Holmes Construction, LLC, we respectfully submit this letter to formally request consideration for the abandonment of the City-owned alleyway adjacent to **372 Lawrenceville Street, Norcross, GA**.

As discussed in prior correspondence, our team is committed to advancing a high-quality residential single-family home development that complements and enhances the surrounding neighborhood and aligns with the City's architectural character and long-term growth objectives.

We believe acquisition of this alleyway is integral to that vision, as it would:

- Enable proper lot configuration and access for safe, code-compliant construction;
- Support cohesive site planning and infrastructure alignment; and
- Allow the City to return a currently dormant parcel to productive, tax-generating use.

We appreciate the City's continued collaboration throughout this process and understand that your committee will be reviewing our request shortly. We are happy to provide additional materials—such as conceptual layouts, site plans, or renderings—to assist in your evaluation. Again, our intent remains to deliver **attractive, family-oriented homes** that complement the existing fabric of Lawrenceville Street.

We have already received Architectural Review Board (ARB) approval for the project design and are now awaiting the release of building permits to proceed with construction.

Please consider this letter as our **formal written request for the City to initiate review and consideration of the alleyway abandonment** adjacent to 372 Lawrenceville Street. We are fully prepared to engage in the appropriate valuation and acquisition process once the City determines the procedural next steps.

Thank you again for your time, guidance, and continued partnership. We look forward to working together to deliver a project that reflects the values and progress of the City of Norcross.

Warm regards,

La Donna Benitez-Watkins
Project Manager | Adrienne Holmes Construction, LLC
770-946-2024 | ladonnabenitezwatkins@gmail.com

Resolution _____

A RESOLUTION OF THE MAYOR AND COUNCIL FOR THE CITY OF NORCROSS; FOR THE CLOSURE AND ABANDONMENT OF THE 20-FOOT ALLEYWAY/RIGHT OF WAY IMMEDIATELY ADJACENT TO 372 LAWRENCEVILLE STREET NORCROSS, GEORGIA 30071 FROM THE CITY'S MUNICIPAL STREET SYSTEM MADE IN ACCORDANCE WITH O.C.G.A. § 32-7-2(C)

WHEREAS, the City of Norcross is vested with a right-of-way that is an undeveloped 332-foot in length, 20 feet wide alleyway immediately adjacent to 372 Lawrenceville Street Norcross, Georgia 30071 and is located entirely within the corporate boundaries of the City of Norcross (the "City Alleyway"); and

WHEREAS, a legal description of the City Alleyway is attached as Appendix A and a survey of the portions for abandonment of the City Alleyway is attached as Appendix B;

WHEREAS, the City received a request to abandon the City Alleyway attached hereto; and

WHEREAS, Section 1.14 of the Norcross City Charter, Subsection (33) states that the corporate powers of the government of the City of Norcross shall include the power to abandon or close roadways, including but not limited to roads within the corporate limits of the City; and

WHEREAS, Section 7.10 of the Norcross City Charter grants the Norcross City Council "the power and authority to lay out, open, widen, change, straighten, alter, improve, vacate, abandon and otherwise to exercise complete control of the streets, alleys, squares and sidewalks of the City"; and

WHEREAS, O.C.G.A. § 36-37-6(e)(2)(E) states that municipal property which is no longer needed for public road purposes may be abandoned and disposed of pursuant to O.C.G.A. § 32-7-4; and

WHEREAS, O.C.G.A. § 32-7-3 states, in relevant part, that whenever a municipality has acquired property for public road purposes and thereafter determines that all or part of the property is no longer needed for such purposes because of changed conditions, that the municipality is authorized to abandon and, if it deems appropriate, to dispose of such property in accordance with O.C.G.A. § 32-8-4; and

WHEREAS the City Council and Mayor for the City of Norcross considered the presentation of information, made its determination that the public interest is best served by abandonment, notified the surrounding property owners, and has otherwise met the requirements for the abandonment of the City Street of O.C.G.A. § 32-7-2(c),

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Norcross, Georgia hereby abandons the City Alleyway and that such right of way should be removed from the City's street system.

IT IS FURTHER RESOLVED that the Mayor for the City of Norcross shall have the authority to take such action and execute such documents as are necessary to memorialize the abandonment including but not limited to the execution by quit claim deed or any other instrument to perfect the abandonment and any subsequent disposition of the abandoned property.

IN WITNESS HEREOF, I have hereunto set my hand and caused this seal to be affixed,

This the ____ day of January 2026.

_____
Craig Newton, Mayor

_____
Attest: Monique Lang, City Clerk

APPENDIX A

—LEGAL DESCRIPTION OF THE ABANDONED PROTION OF THE CITY STREET—

APPENDIX B

—SURVEY OF CITY ALLEYWAY—

372 Lawrenceville Street - Alley - Northeasterly Portion
Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 242 OF THE 6TH LAND DISTRICT OF GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SUMMEROUR STREET WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAWRENCEVILLE STREET; THENCE RUNNING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAWRENCEVILLE STREET IN A NORTHEASTERLY DIRECTION FOR APPROXIMATELY 506.04 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAWRENCEVILLE STREET AND RUNNING NORTH 60 DEGREES 06 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 10.00 FEET TO A POINT;
THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAWRENCEVILLE STREET AND RUNNING SOUTH 31 DEGREES 33 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 193.30 FEET TO A POINT;
THENCE RUNNING SOUTH 60 DEGREES 06 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT;
THENCE RUNNING NORTH 31 DEGREES 33 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 193.30 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAWRENCEVILLE STREET, SAID POINT BEING THE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD, SAID PROPERTY CONTAINS 1,932.98 SQUARE FEET OR 0.0444 ACRES MORE OR LESS.

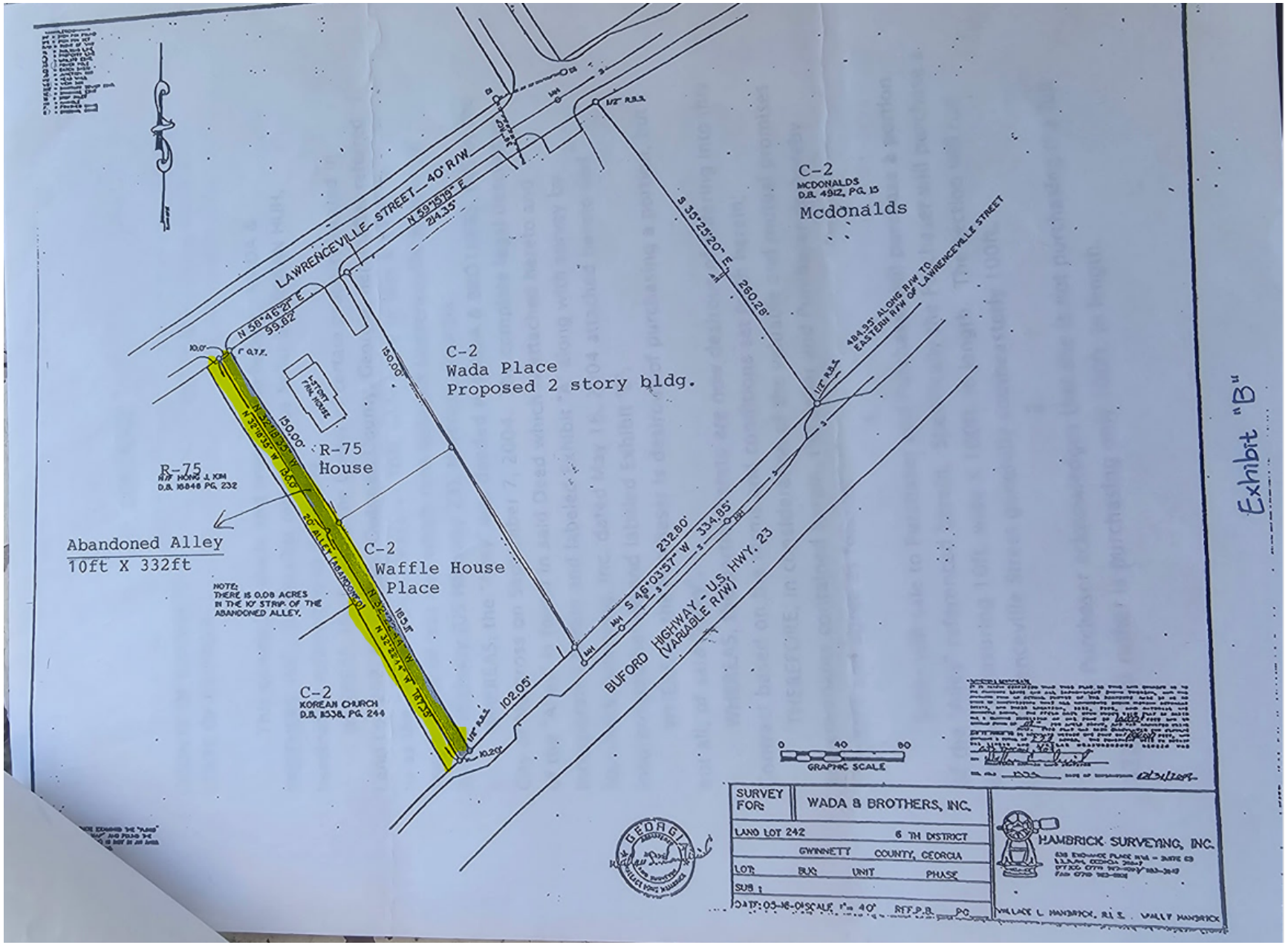
372 Lawrenceville Street - Alley - Southwest Portion
Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 242 OF THE 6TH LAND DISTRICT OF GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SUMMEROUR STREET WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAWRENCEVILLE STREET; THENCE RUNNING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAWRENCEVILLE STREET IN A NORTHEASTERLY DIRECTION FOR APPROXIMATELY 496.04 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAWRENCEVILLE STREET AND RUNNING NORTH 60 DEGREES 06 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 10.00 FEET TO A POINT;
THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAWRENCEVILLE STREET AND RUNNING SOUTH 31 DEGREES 33 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 193.30 FEET TO A POINT;
THENCE RUNNING SOUTH 60 DEGREES 06 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT;
THENCE RUNNING NORTH 31 DEGREES 33 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 193.30 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAWRENCEVILLE STREET, SAID POINT BEING THE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD, SAID PROPERTY CONTAINS 1,932.98 SQUARE FEET OR 0.0444 ACRES MORE OR LESS.


LAWRENCEVILLE STREET - 40' R/W
N 58°46'27" E
95.62'
N 59°15'15" E
214.35'
C-2
MCDONALDS
D.B. 4912, PG. 15
Mcdonalds
S 35°25'20" E
260.28'
484.35' ALONG R/W TO EASTERN R/W OF LAWRENCEVILLE STREET
C-2
Wada Place
Proposed 2 story bldg.
150.00'
R-75
House
R-75
D.B. 16848 PG. 232
Abandoned Alley
10ft X 332ft
NOTE:
THERE IS 0.08 ACRES IN THE 10' STRIP OF THE ABANDONED ALLEY.
150.00'
N 32°18'35" W
N 31°18'15" W 84.0'
20' ALLEY (ABANDONED)
N 31°22'14" W
185.7'
C-2
Waffle House
Place
C-2
KOREAN CHURCH
D.B. 8538, PG. 244
102.05'
232.80'
S 46°03'57" W 334.85'
BUFORD HIGHWAY - U.S. HWY. 23
(VARIABLE R/W)
0 40 80
GRAPHIC SCALE
SURVEY FOR: WADA & BROTHERS, INC.
LAND LOT 242 6 TH DISTRICT
GWINNETT COUNTY, GEORGIA
LOT: BLK: UNIT: PHASE:
SUB:
DATE: 05-16-01 SCALE 1" = 40' RT.P.B. PG.
HAMBRICK SURVEYING, INC.
Exhibt "B"

NORCROSS
a place to imagine

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

AGENDA REPORT

To: Mayor and Council

From: Len Housley, Public Works Director

Meeting Date: January 5, 2026 – Regular Council Meeting (RCM)

Item No.: 2025-361

Title: Expanded Downtown Parking Planning and Design

CC: Eric Johnson, City Manager

Recommendation
Approve updated planning and design progress for the Expanded Downtown Parking Project to complete 60% design.

Background
Columbia Engineering is under contract to create concepts, surveys, 60% planning and design, and cost estimates for a future expanded downtown parking project. To date, several iterations of concepts and plans have been developed and updated for ongoing review.

The following is a list of notable actions taken to date:

- Brief to Council on April 21, 2025-concept rendering
- Brief to Council on May 19, 2025-updated rendering
- Brief to Council on June 16, 2025-refined and updated rendering
- Brief to PG&T Board on June 25, 2025-gathered concerns and input
- Brief to Tree Board on July 9, 2025-gathered concerns and input
- Brief to Council on August 4, 2025-provided feedback from boards and rendering revision 6. Council approved revision 6 for civil design planning.
- Brief to Council on October 20, 2025-update on civil P&E
- Site and terrain walk on November 7, 2025, with PG&T and Tree Boards

Brief to Council on December 15, 2025. Council requested the option to save Magnolia trees. There was a follow-on staff meeting with Columbia, DDA, and City staff to discuss design. We have updated the design to retain one Magnolia Tree. As a result, we decreased the width of the plaza towards Lawrenceville Street with an option for a green space; and looked at the potential to widen the North Wingo Parking lot. Discussion revolved around making the parking spaces and/or aisles a little wider in the Wingo lot. City minimum is 17.5' depth with 24' aisles, (meets Code) but trucks are larger. We have not made this change yet but can probably add about 3' overall in this section if desired. Will impact Landscape design slightly.

As a result of the site and terrain walk, a combined response from both PG&T and the Tree Board were received for consideration. The complete response is attached (6 pages) and briefly summarized below:

- Link all Tree islands with structural soil or Silva Cells to create continuous root zones and support large canopy species. (Staff Comment: we can do this where it makes sense, probably not all due to topography and costs)
- Convert 2–3 selected islands to bioretention basins with engineered soil and native vegetation for visible infiltration and education. (Staff Comment: Concur)
- Extend permeable paving northward from Skin Alley into one primary parking bay to increase infiltration and reduce surface heat. (Staff Comment: this will be priced as options for cost estimate)
- Add irrigation infrastructure in shared trenches with electrical conduits to ensure long-term tree establishment and reduced maintenance cost. (Staff Comment: Concur)
- Install shade structures over the brick plaza and key pedestrian zones to improve thermal comfort and civic usability. (Staff Comment: Should be addressed, but not as part of this construction project)
- Add Art (statues, etc., were feasible) for enjoyment and aesthetics. (Staff Comment: Should be addressed, but not as part of this construction project)
- Add interpretive signage and QR-linked displays describing shade, stormwater, and pollinator benefits. (Staff Comment: Should be addressed, but not as part of this construction project)
- Prepare a 20-year canopy projection map verifying Tree Canopy Coverage Standard (TCCS) compliance and identify canopy replacement intervals. (Staff Comment: Intent is that trees selected will provide the best projected canopy possible based on species. This can be mapped/rendered)
- Install 6-foot landscape strip between City Hall and Plaza. (Staff Comment: This is proposed for council approval in plans)

The concept rendering version 6 approved by Council showed 70 gained parking spaces. After survey and adherence to Norcross landscape code, we are now at 63 gained parking spaces.

Financial Impact

There are no formal cost estimates at the time. Pending Council's approval/guidance of 40% design, construction cost estimates will be formulated in January 2026.

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

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

Attachments

- **Updated Design - January 5, 2026, RCM Presentation**
- **Design from December 15, 2025, PWS**
- **December staff meeting Mark-ups**
- **PG&T Commission and Tree Board input to Project**

Update

Downtown / City Hall Parking & Plaza Improvements

Introduction

The City Hall Parking & Plaza Improvements present an opportunity to deliver more than additional parking spaces—they can establish a ***high-performance civic landscape*** *that is comfortable, functional, and widely supported by the community for years to come. The enhancements recommended in this analysis—expanded shade, improved soil volumes, strategic tree placement, bioretention features, compatible lighting, and modest amenities—are* ***value-add investments*** *that reduce long-term heat impacts, extend pavement life, lower maintenance costs, and significantly increase the usability and appeal of the site.*

Integrating these features now ensures that the project aligns with the Historic District's character, responds to community expectations for quality public space, and provides a ***return on investment*** *that extends well beyond the cost of a single additional parking space. A high-performance civic landscape does more than meet functional parking requirements; it improves visitor comfort, supports downtown business activity, and strengthens public confidence that the City is investing wisely in its civic core.*

In line with Council's emphasis on cost-per-space, this analysis identifies enhancements that increase long-term value relative to their cost. *Features such as shade trees, soil connectivity, surface bioretention, and compatible lighting have measurable effects on heat reduction, pavement longevity, stormwater performance, and overall public acceptance. These upgrades improve performance without reducing parking supply and can be phased or scaled to match Council's fiscal priorities.*

To support these goals, the Tree Preservation Board and Parks, Greenspace & Trails Commission request the opportunity to participate directly with the Columbia Engineering design team. *Our aim is to help evaluate which enhancements offer the highest* ***value-per-stall*** *and to negotiate adjustments that achieve better performance within the City's budget and parking objectives. This collaborative approach aligns with Council direction and provides a clear pathway for refining the design in a way that balances cost, function, and long-term civic benefit.*

By prioritizing features that demonstrably increase value, the City Hall improvements can become a flagship example of how Norcross designs public spaces that serve the community well today and remain resilient for decades to come.

Analysis of Engineering Design Overlay (v October 2025)

This analysis compares the design's current consideration of civic-ecological performance parameters* interpreted from Norcross' PG&T&GI Plan (2024) and 2045 Comp Plan Goal #1.

***Civic-ecological performance** refers to the measurable ability of a public project to provide ecological benefits—such as shade, infiltration, carbon storage, and habitat—while simultaneously enhancing civic life through comfort, beauty, safety, and shared stewardship. It evaluates how thoughtfully designed built environments function as living infrastructure that supports the health and well-being of both the Norcross community and its ecological assets.*

Purpose: Civic-Ecological Performance Analysis of Engineering Design Overlay

To summarize the **October 2025 engineering design revisions** for the **City Hall Parking Lot Expansion** and evaluate the project's alignment with the Tree Preservation Board's *High-Performance Design & Landscape Standards* and **Town Center (CA-7) 20-Year Tree Canopy Coverage Standard (TCCS)**.

---

1. Updated Site Baseline (Oct 2025 Plan)

Parameter	Concept Plan (v Oct 2025)	Updates / Comments
Total Parking Spaces	129	Net reduction of 8 spaces improves infiltration potential. *(**Note:** with relocation of City Court, weekday and event parking gains are effectively greater than 12 spaces.)*
Net Added Spaces	+62	Adjusted scope maintains City parking goal.
Stormwater System	Underground detention (proposed)	Functionally improved but lacks visible infiltration or habitat benefit.
Permeable Pavement	Integrated in Skin Alley Extension (TYP.)	Key visible sustainability feature.
Bioretention	Retained (TYP.)	Must increase area and soil depth to perform effectively.
Tree Wells	No change	Still < 100 cu ft; expand or connect below pavement.
Pollinator Garden	Retained ("to remain")	Supports biodiversity and civic identity.

---

2. Civic-Ecological Observations & Recommendations

- **Canopy & Shade:** The current design provides approximately 18–20% projected canopy coverage, meeting the Town Center's minimum 20% standard but leaving no buffer for attrition or tree loss. Recommendation: Target 22–25% canopy coverage through the addition of 2–3 large canopy trees, expanded soil zones, and improved rooting conditions.
- **Landscape Transitions:** Create a greenspace swath (at least 4 feet) between the City Hall

exterior wall and proposed plaza to allow shade trees or understory plantings. This softens the building interface and improves the transition between civic hardscape and landscape.

- **Tree Root Zone Expansion:** Adopt structural soil trenches or Silva Cell systems beneath drive aisles and abutting parking spaces to connect root zones between tree islands (minimum 1,200 cu ft per large canopy tree).
- **Tree Sourcing and Transplanting:** Specify large-caliper trees (from a single source vendor such as Select Trees) to achieve early canopy performance and consistent form. Assess opportunities to transplant viable existing parking island trees to suitable new locations on site.
- **Irrigation & Establishment:** Include irrigation sleeves in the same trenching as electrical conduits to provide long-term tree establishment and protect the City's investment. Larger trees will require consistent watering in the first 3–5 years.
- **Stormwater & Infiltration:** Underground detention achieves compliance but lacks visible infiltration or educational value (i.e. interpretive signage). Convert selected islands to surface bioretention basins integrated with native plant palettes and curb openings.
- **Lighting & Tree Compatibility:** Street and Path Lighting: where feasible, reuse existing pole lights to reduce waste and maintain design continuity. Ensure that new or relocated lights do not conflict with tree placements, avoiding conditions that would require severe or repeated pruning. Select pole-mounted fixtures similar in height and style to existing models, allowing canopy growth to develop naturally above the light spread while maintaining adequate illumination below for public safety and security.
- **Heat & Comfort:** The brick plaza and central parking aisles remain largely unshaded. Introduce shade structures (e.g., tensile canopies similar to Thrasher Park) to reduce heat stress and improve usability.
- **Interpretive & Educational Value:** Add interpretive signage and implement elements for monitoring canopy vigor, stormwater, and pollinator performance— adding another layer of functionality to the space by transforming it into a living civic-ecology exhibit.
- **Note:** Observations and Recommendations intended to jointly guide the next phase of revisions—ensuring canopy performance, site functionality, and long-term landscape resilience consistent with Tree Canopy Coverage Standards (TCCS) and High-Performance Landscape principles.

3. Revised Proposed Strategies for Civic-Ecological Enhancements

Priority	Recommended Enhancement	Responsible Department / Partner
1	Link all tree islands with structural soil or Silva Cells to create continuous root zones and support	Public Works / Design Team

	large-canopy species.	
2	Convert 2–3 selected islands to bioretention basins with engineered soil and native vegetation for visible infiltration and education.	Public Works / Design Team
3	Extend permeable paving northward from Skin Alley into one primary parking bay to increase infiltration and reduce surface heat.	Design Team
4	Add irrigation infrastructure in shared trenches with electrical conduits to ensure long-term tree establishment and reduced maintenance cost.	Public Works / Contractor
5	Install shade structures over the brick plaza and key pedestrian zones to improve thermal comfort and civic usability.	PG&T / Public Works
6	Add interpretive signage and QR-linked displays describing shade, stormwater, and pollinator benefits.	Tree Board / PG&T / City Staff
7	Prepare a 20-year canopy projection map verifying TCCS compliance and identifying canopy replacement intervals.	Design Team / Tree Board

4. Estimated Cost & Implementation Outlook (to be verified)

Scenario	Key Upgrades	Incremental Cost	Added Value
GOOD – Visible Upgrade	Better soil mix, +8–10 trees, small rain gardens	**+$60k–$90k**	Noticeable shade & stormwater improvement
BETTER – High-Performance Hybrid	+Permeable paving (30%), partial structural soil	**+$130k–$200k**	Meets canopy & infiltration goals
BEST – Full Demonstration Lot	Soil cells (12 trees), full bioretention, interpretive signage	**+$200k–$300k** (**$3k–$4k / added space**)	Achieves model “High-Performance Civic Lot”

5. Character Area Context

Character Type	Canopy Target @ 20 yrs	Typical Application
Urban / Industrial	10–15 %	High impervious; focus on structural soil
Transitional / Institutional	20–25 %	Schools, civic corridors
Historic Residential	30 %	Mature tree preservation
Town Center (CA-7)	**20 % (minimum)**	Tree integration into plazas & parking

Prepared collaboratively by Norcross Tree Preservation Board · Parks, Greenspace & Trails Commission · Community Development Staff | Version v.2025-11-18

6. Summary Statement

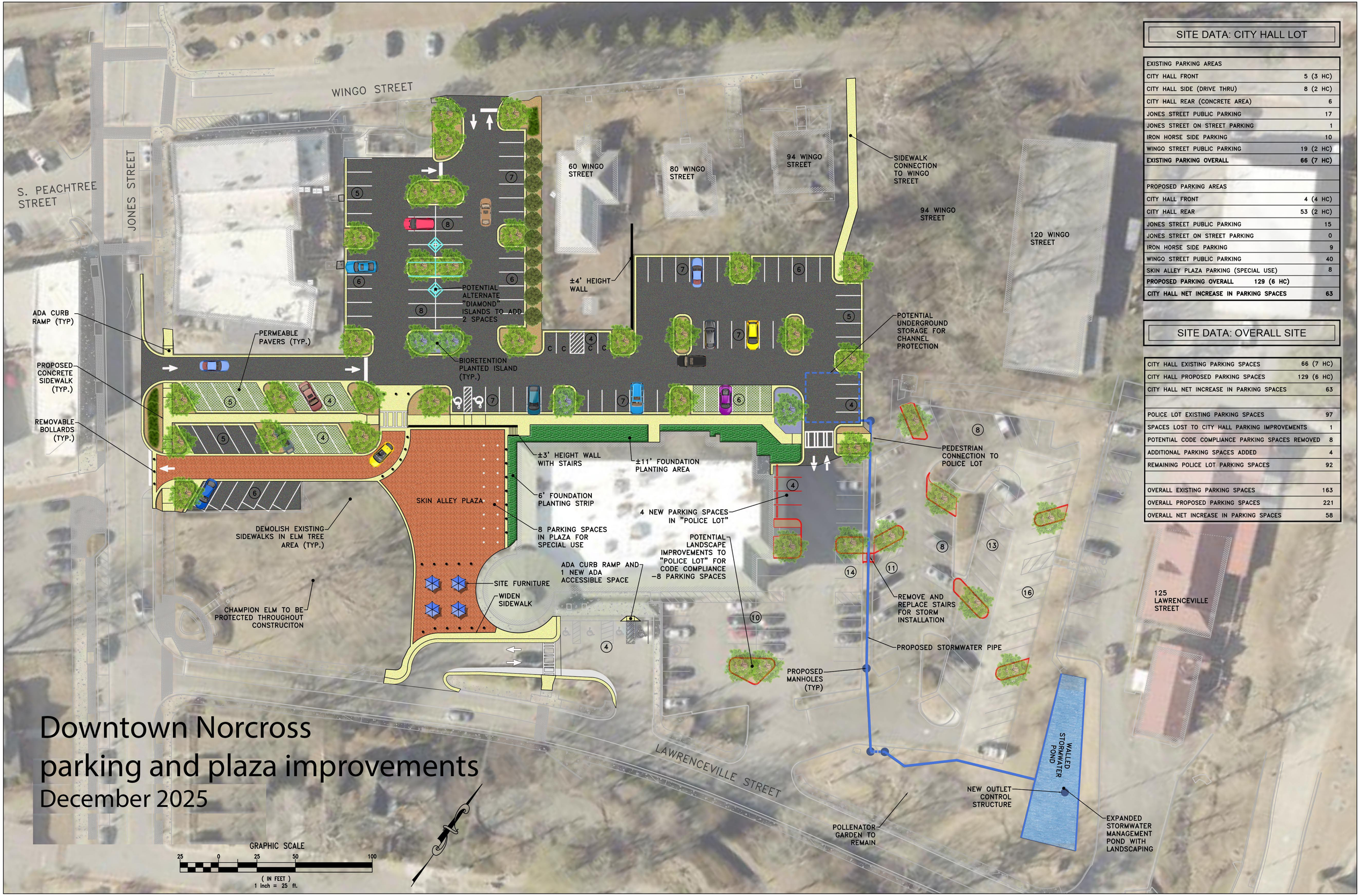
- **Tree Preservation Board:** *"The October 2025 Engineering Plan for the City Hall Parking & Plaza Improvements meets the Town Center's 20% canopy requirement and includes visible green features such as permeable paving and bioretention. With targeted enhancements—such as soil connectivity, expanded above-ground stormwater elements, and interpretive signage—the project can move beyond minimum compliance and become a high-performance civic landscape. These upgrades increase long-term value relative to their cost by improving shade, pavement longevity, stormwater performance, and overall public acceptance. We recommend working with the design team to identify which enhancements provide the greatest value per parking space in alignment with Council priorities."*
- **Norcross Community Development Staff – City Arborist:** *"Overall, the design represents progress toward a more civic-ecological approach, but there still isn't a clear and convincing balance between added parking and long-term landscape value. The proposed underground detention may meet stormwater requirements but misses the opportunity to demonstrate infiltration and surface cooling that the community can actually see.*
- *Tree placement and soil volumes remain the critical issues. The design still treats trees as decorative elements rather than as living infrastructure. Linking soil zones under the pavement would dramatically improve survival rate and canopy longevity.*
- *The inclusion of permeable paving near Skin Alley is a positive element —but these pavers will need clear maintenance commitments. Otherwise, the pervious surface will quickly lose function."*
- **Parks, Greenspace & Trails Commission:** *PG&T supports the recommendations of the Tree Preservation Board and the City Arborist and emphasizes that the **2025 Downtown Norcross Parking Study** has now been reviewed in detail. The Study shows that downtown's perceived parking shortage results from **uneven demand distribution**, **employee parking occupying high-value curbside spaces**, and **underutilized remote lots**—not entirely from a lack of total supply.*
- *In light of these findings, PG&T recommends that the City Hall Parking & Plaza Improvements be designed to strengthen the site's role within the broader downtown parking system by improving its **visibility**, **walkability**, and **overall user appeal**. Enhancements such as shade, bioretention, canopy expansion, small-scale public art, and informal seating support both **green infrastructure performance** and the Study's goal of making remote lots more intuitive and comfortable to use. These elements also advance the civic-ecological priorities identified in the **2045 Comprehensive Plan** and **2024 PG&T&GI Plan**, ensuring the site models how Norcross uses green infrastructure—shade, infiltration, and functional landscape design—to improve public and ecological health in line with the City's **Green Communities** commitments.*
- *PG&T further encourages incorporating visible civic elements—public art, shaded seating, and passive-use areas—that elevate the space beyond a standard small-town parking lot, aligning more closely with successful precedents such as Greenville, SC, where integrated green space enhances downtown identity.*
- *Finally, PG&T requests that the **2025 Downtown Parking Study** be made publicly available as part of the project record so that any proposed expansion of parking capacity is transparently grounded in the Study's data and phased recommendations.*

Prepared collaboratively by Norcross Tree Preservation Board · Parks, Greenspace & Trails Commission · Community Development Staff | Version v.2025-11-18

-

Prepared collaboratively by:

Norcross Tree Preservation Board
Parks, Greenspace & Trails Commission
Norcross Community Development Staff



Downtown Norcross parking and plaza improvements

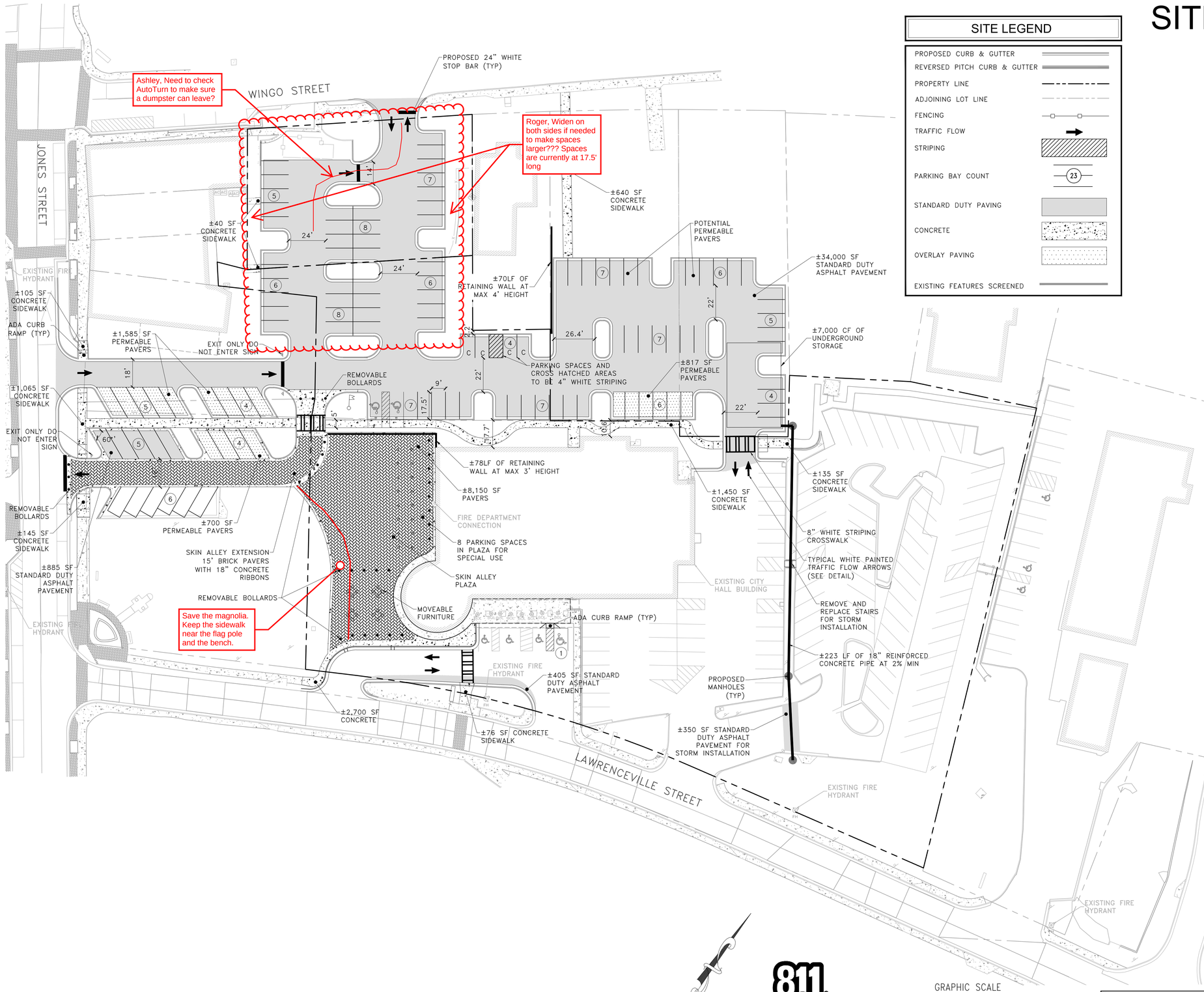
December 2025

SITE DATA: CITY HALL LOT

EXISTING PARKING AREAS	
CITY HALL FRONT	5 (3 HC)
CITY HALL SIDE (DRIVE THRU)	8 (2 HC)
CITY HALL REAR (CONCRETE AREA)	6
JONES STREET PUBLIC PARKING	17
JONES STREET ON STREET PARKING	1
IRON HORSE SIDE PARKING	10
WINGO STREET PUBLIC PARKING	19 (2 HC)
EXISTING PARKING OVERALL	**66 (7 HC)**
PROPOSED PARKING AREAS	
CITY HALL FRONT	4 (4 HC)
CITY HALL REAR	53 (2 HC)
JONES STREET PUBLIC PARKING	15
JONES STREET ON STREET PARKING	0
IRON HORSE SIDE PARKING	9
WINGO STREET PUBLIC PARKING	40
SKIN ALLEY PLAZA PARKING (SPECIAL USE)	8
PROPOSED PARKING OVERALL	**129 (6 HC)**
CITY HALL NET INCREASE IN PARKING SPACES	**63**

SITE DATA: OVERALL SITE

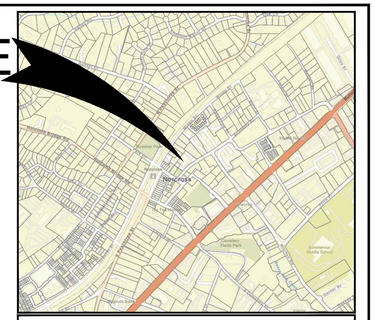
CITY HALL EXISTING PARKING SPACES	66 (7 HC)
CITY HALL PROPOSED PARKING SPACES	129 (6 HC)
CITY HALL NET INCREASE IN PARKING SPACES	63
POLICE LOT EXISTING PARKING SPACES	97
SPACES LOST TO CITY HALL PARKING IMPROVEMENTS	1
POTENTIAL CODE COMPLIANCE PARKING SPACES REMOVED	8
ADDITIONAL PARKING SPACES ADDED	4
REMAINING POLICE LOT PARKING SPACES	92
OVERALL EXISTING PARKING SPACES	163
OVERALL PROPOSED PARKING SPACES	221
OVERALL NET INCREASE IN PARKING SPACES	58



SITE LEGEND

- PROPOSED CURB & GUTTER
- REVERSED PITCH CURB & GUTTER
- PROPERTY LINE
- ADJOINING LOT LINE
- FENCING
- TRAFFIC FLOW
- STRIPING
- PARKING BAY COUNT (23)
- STANDARD DUTY PAVING
- CONCRETE
- OVERLAY PAVING
- EXISTING FEATURES SCREENED

SITE



LOCATION MAP N.T.S

SITE PARKING DATA

CITY HALL EXISTING PARKING SPACES	70 (4 HC)
CITY HALL PROPOSED PARKING SPACES	129 (6 HC)
CITY HALL PARKING SPACES REMOVED	3
CITY HALL NET INCREASE IN PARKING SPACES	59
POLICE UPPER LOT PARKING SPACES	35
POLICE UPPER LOT PROPOSED PARKING SPACES	34
POLICE UPPER LOT PARKING SPACES REMOVED	1
OVERALL EXISTING PARKING SPACES	105
OVERALL PROPOSED PARKING SPACES	163
OVERALL PARKING SPACES REMOVED	4
OVERALL NET INCREASE IN PARKING SPACES	58

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

Know what's below. Call before you dig.

CONTRACTOR TO PROVIDE 3 SETS OF "AS-BUILT" PLANS TO OWNER.

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

COLUMBIA ENGINEERING
2862 BUFORD HIGHWAY
SUITE 200
DULUTH, GEORGIA 30096
(770) 925-0357

PROJECT
DOWNTOWN NORCROSS PARKING IMPROVEMENTS
65 LAWRENCEVILLE STREET
NORCROSS, GA 30071

CLIENT
CITY OF NORCROSS
345 LIVELY AVE
NORCROSS, GA 30071

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REVISIONS | DATE

DRAWING TITLE

SITE PLAN

DRAWING FILE: Q:\6170.02\DRAWING\CIVIL\6170.02.DWG		
DRAWN BY	AH	DRAWING NO.
DATE	10/14/25	C-1
PROJECT NO.	6170.02	

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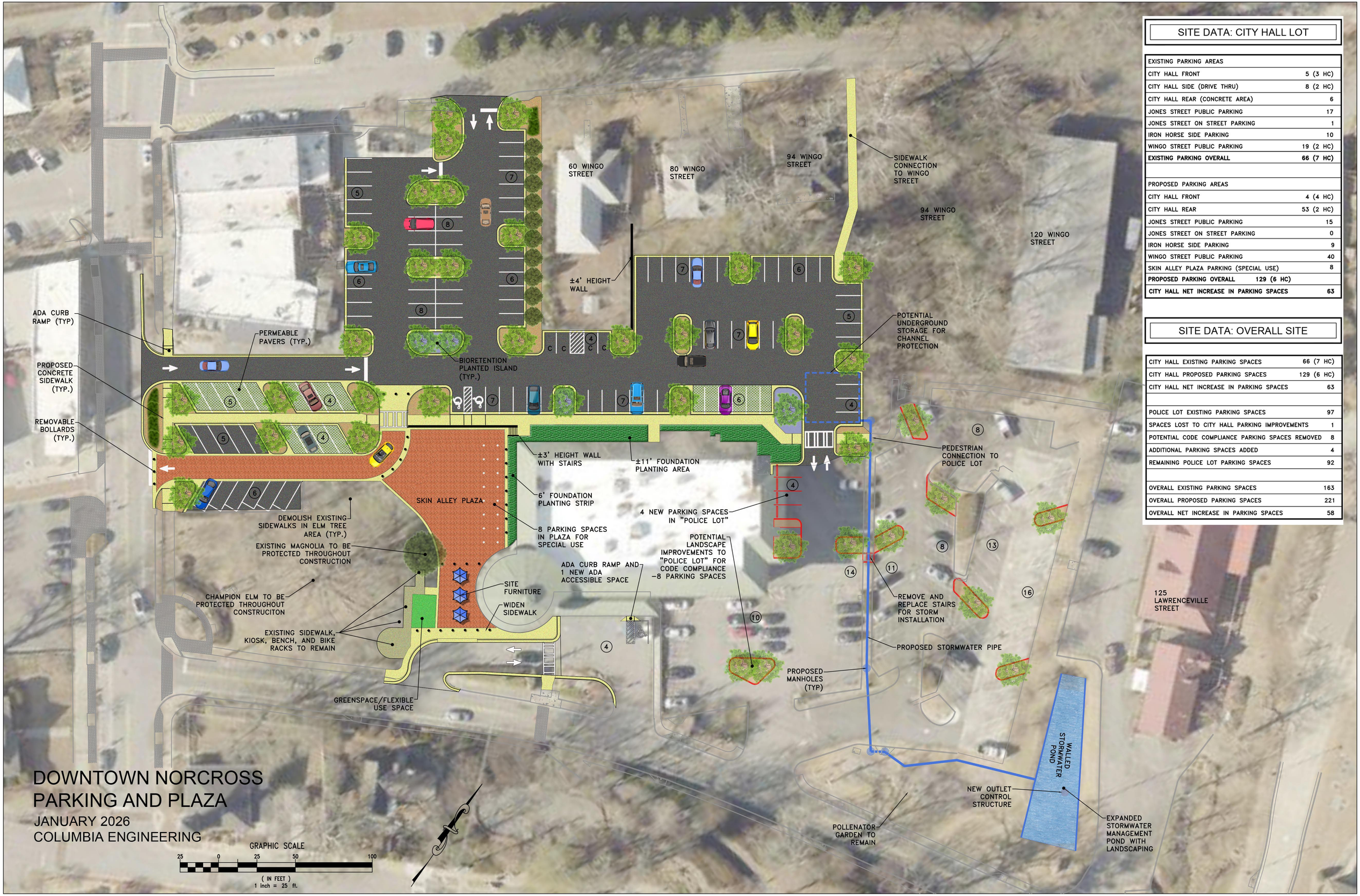
COLUMBIA ENGINEERING
CIVIL ENGINEERS * LAND PLANNERS
LANDSCAPE ARCHITECTS * SURVEYORS



DOWNTOWN NORCROSS PARKING AND PLAZA

JANUARY 2026

COLUMBIA ENGINEERING

SITE DATA: CITY HALL LOT

EXISTING PARKING AREAS	
CITY HALL FRONT	5 (3 HC)
CITY HALL SIDE (DRIVE THRU)	8 (2 HC)
CITY HALL REAR (CONCRETE AREA)	6
JONES STREET PUBLIC PARKING	17
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Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

AGENDA REPORT

To: Mayor and Council

From: William J. Diehl, Thompson, O'Brien, Kappler & Nasuti, PC

Meeting Date: January 5, 2026 – Regular Council Meeting (RCM)

Item No.: 2025-325

Title: City Council Appeal of ARB Approval of COA2025-037

CC: Eric Johnson, City Manager

Recommendation

Request for Council action to approve as presented, approved with conditions, or deny the Certificate of Appropriateness for 60 Barton Street (the "Property").

Background

This agenda item comes before the City Council as an appeal of the approval of a Certificate of Appropriateness granted by the Architectural Review Board ("ARB") pertaining to the Property. ARB's approval authority is provided by Section 103-5 of the Code of Ordinances. The City Council is an intermediate appellate body for all ARB Certificates of Appropriateness and reviews these appeals *de novo*, meaning that new evidence, testimony, and exhibits can be submitted for the Council's consideration.

A residential housing plan and architectural elevations detailing the construction of a home on the Property were presented by Stan Howington at the ARB's September 30, 2025 meeting. The ARB issued a Certificate of Appropriateness subject to certain conditions. The appeal was timely filed by Brady Rhinehart. Letters supporting his appeal have also been submitted to the Community Development Department and are enclosed.

The City Council is tasked with reviewing the application for its conformance with the City's Architectural and Site Design Standards and the Comprehensive Plan. Those standards provide guidance for site layout, building orientations, and architectural treatments. The standards are design and aesthetic standards. These standards are in addition to and do not replace technical, environmental, and engineering regulations. Such standards will be applied and analyzed when a land disturbance permit is submitted.

The appeal will be heard in a public hearing at the Councils December 1, 2025 meeting where the appellant, applicant, and the public will be offered the opportunity to present their arguments and evidence for and against approval. This policy work session may be used by Council to obtain

technical or procedural information from staff if desired. The City Council must render a decision on the appeal within thirty (30) days of the public hearing.

Financial Impact
Not applicable

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

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

Attachments
Updated Site Plan
COA2025-037 ARB Agenda Packet -9.30.25
ARB Meeting Minutes - 9.30.25
Appeal Letter
Video (not available on-line)
Letters of Support
Applicant Constitutional Objections

UPDATE:
Council concluded the public hearing and the applicant consented to waive the 30 day decision requirement. The applicant has submitted plans which are attached to this report. Staff, the applicant, and neighbors met on site to inspect the property and the retaining wall on the Barton Street right of way.

Council will be required to render an opinion on January 5, 2026. No public hearing will be required.

GRATE INLET
TOP 1039.50
INV. 1033.78 (15" RCP)
INV. 1033.20 (36" CMP OUT)

CATCH BASIN
TOP 1042.55
INV. 1038.95

BUCHANAN ST
40' R/W

BARTON STREET
40' R/W

N 34°36'27" E 209.41'

SIDEWALK

18" CMP

15" RCP

STONE INFILTRATION TRENCH 36' L x 8' W

S 55°56'53" E 255.35'

BLUE PAINT MARK

LOT 3
15,793 SQ. FT
R-100

STAMPED SLAB

COVERED PORCH

50' FRONT B/L

29.0

6

7

FFE 1064.0
BSMT FFE 1054.0

PROPOSED 4 BEDROOM RESIDENCE

10' SIDE B/L

PROPOSED DRVE CONC.

15' SIDE B/L

36.2

10.9

7 LANDSCAPE BUFFER

105.00'

N 08°01'01" W 204.97'

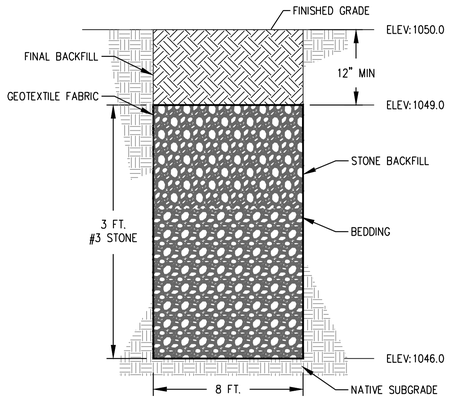
LOT 4
15,166 SQ. FT
R-100

40' REAR B/L

6 BEDROOM PROPOSED RESIDENCE

BASEMENT AREA

SLAB AREA



STONE INFILTRATION TRENCH

NOT TO SCALE

BLUE LANDWORKS
CONSULTING ENGINEERS & SURVEYORS
LICENSE # PEF005518
LICENSE # LSF001044
5019 WEST BROAD STREET
SUITE M230
SUGAR HILL, GEORGIA 30518
TELEPHONE: (678) 804-8586
INFO@BLUELANDWORKS.COM
WWW.BLUELANDWORKS.COM

PREPARED FOR:
SCH PROPERTIES

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ISSUE #	DATE	REVISIONS
1	11/14/25	SUBMIT FOR REVIEW

SCALE: 1" = 10'
0 10 20 30 feet
scale

HOLBROOK ESTATES - LOT 3
60 BARTON STREET
NORCROSS, GA 30071

6TH LAND DISTRICT | LAND LOT(S) 254
PARCEL(S) 7270 044
CITY OF NORCROSS | GWINNETT COUNTY, GA
DRAWN:CC | CHECKED:TA

SITE PLAN

PROJECT# 2025.081

SITE

V:\2025-081 - Holbrook Lot 3\30 - Construction\2025.081 - SITE.dwg, SITE 11/14/2025 3:56 PM by John Nicol

Meeting Date: 09/30/2025 at 6:00 PM

Petition Number: COA2025-037

Project Type:	Consideration of a New House
Property Location:	60 Barton Street
Tax Parcel ID:	6254 620
Petitioner:	Stan Howington
Petitioner's Request:	Consideration of New House

Vicinity Map:

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

PROPERTY INFORMATION	
Property Location	60 Barton Street
Acreage:	0.36 acres
Existing Lot Dimensions:	Lot frontage along Buchanan Street: 150.39 feet Lot frontage along Barton Street: 104.42 feet Lot Depth: 151.25 feet
Existing Building Dimensions:	N/A
Topography:	High Point: 1,044 Low Point: 1,064
Elevation:	High Point: Northern side Low Point: Southern side
Encumbrances:	N/A

Project Description

The applicant seeks to build a one (1) story residence which includes a basement and two garages, one on each side of the home on a 0.36-acre lot. The proposed four (4) bedroom home will consist of hardi-board and batten cement siding, and stone veneer architecture.

Floor plans

There is unfinished space shown on the proposed floor plan for the basement, which appears to be an internal accessory dwelling unit, but the application was submitted on 7/13/2025 prior to the accessory dwelling unit moratorium that was enacted on August 4, 2025.

Site Plan

1. The proposed site plan shows the proposed footprint of the home. The proposed home is situated on a corner lot, requiring a double front setback of 50 feet adjacent to both Barton Street and Buchanan Street. The front yard exceptions outlined in Code Section 206-8 may apply to the Barton Street front yard setback, which is proposed to be 29 feet. The front setback adjacent to Buchanan Street qualifies for an administrative variance since the proposed setback falls within the 10-foot threshold, which can be approved by staff with written notarized consent of adjoining property owners. The home complies with the side yard setback requirements adjacent to the southern and eastern property lines.
2. There is a proposed seven (7') foot landscape buffer adjacent to the eastern property line and 155 Buchanan Street.
3. To address the impervious coverage challenges, the applicant proposes pervious pavers for the driveway off Buchanan Street, which keeps the coverage at the maximum allowed 35 percent.
4. Per Code section 401.41(d), Driveway Design Standards, developments shall be limited to one driveway access. on City maintained roadways. Additional driveways may be permitted subject to the review and approval of the Public Works Department. Per the City Engineer. The applicant is proposing two access point off Buchanan Street.
5. The retaining wall along Barton Street has been constructed using soldier piles and timber lagging. Each section functions independently and may be removed. But the wall is old

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

and there are no specifications, the developer should hire a professional engineer to evaluate the wall and determine whether removing a section or sections would affect the structural integrity of the wall.

6. When the developer initially subdivided the parcel tract, he proposed to use a shared driveway for all the newly created parcels off Buchanan Street, to avoid breaching the wood timber retaining wall along Barton Street. Staff is unsure what led to the change in plans to continued access.

Landscape Plan

The applicant will be required to install the tree density units as specified by the Arborist as well as all other landscaping and foundation plantings as required by the Architectural Design Standards and the Unified Development Ordinance, if applicable. It appears that the paver driveway may impact the critical root zone of the trees that are proposed to be saved. Further evaluation of the driveway and site plan by both the City Engineer and Arborist will occur during plan review at the permitting phase.

Pervious Pavers

Management of the use of pervious pavers is continuous to ensure that materials do not compact and cause more issues with runoff. Further review by the City Engineer will be necessary for successful management of stormwater runoff and additional measures for site development may be necessary.

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

Applicable Building Standards:

3.5.3.1 All residential construction shall include a combination of architectural treatments, such as brick or stone masonry, stucco, wood, or other durable materials. If masonry materials are used a minimum of (3) three facades must use the masonry material.

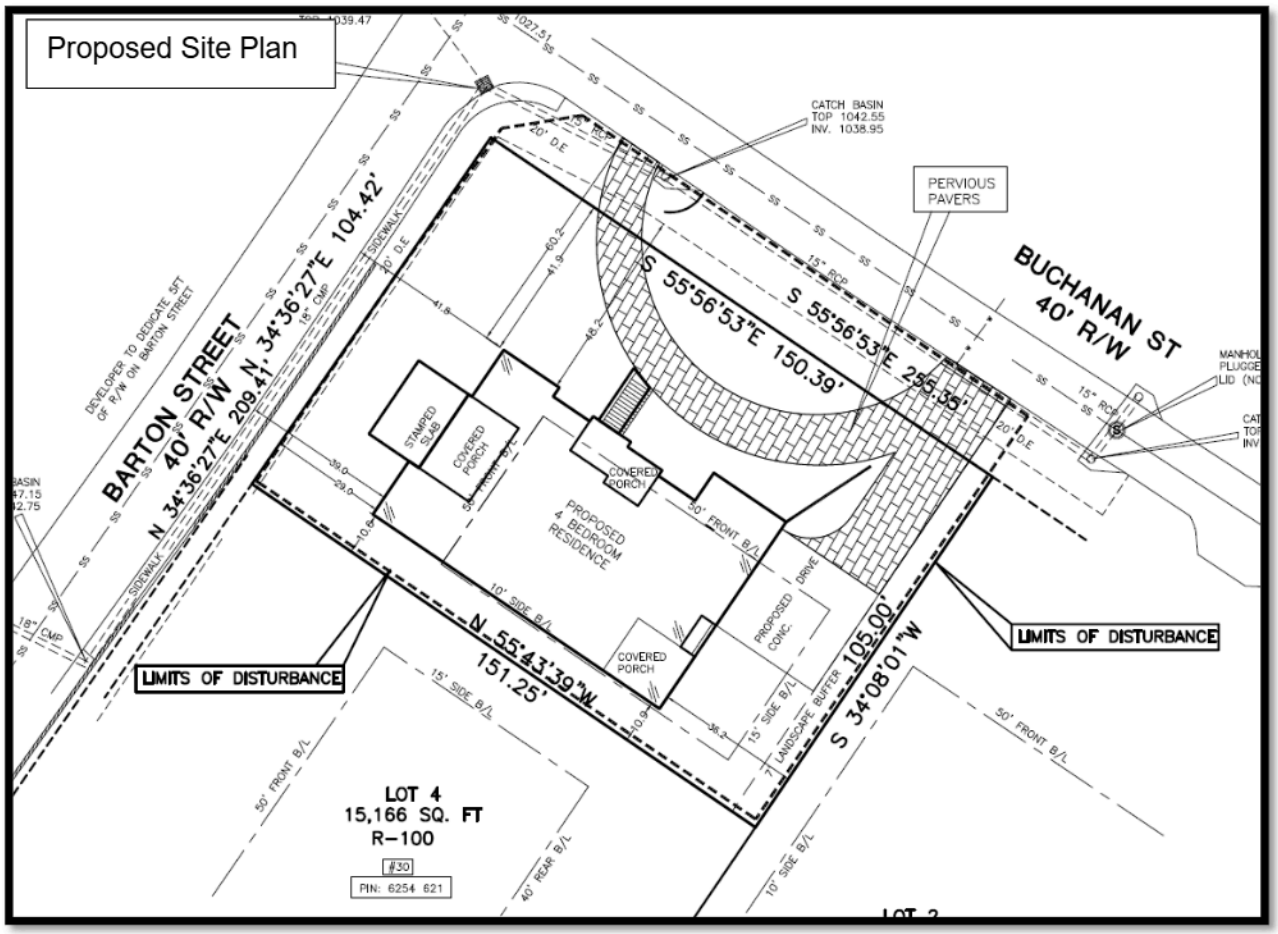
3.5.1.9 Approved building materials include brick, stone, wood, and wood shakes/shingles.

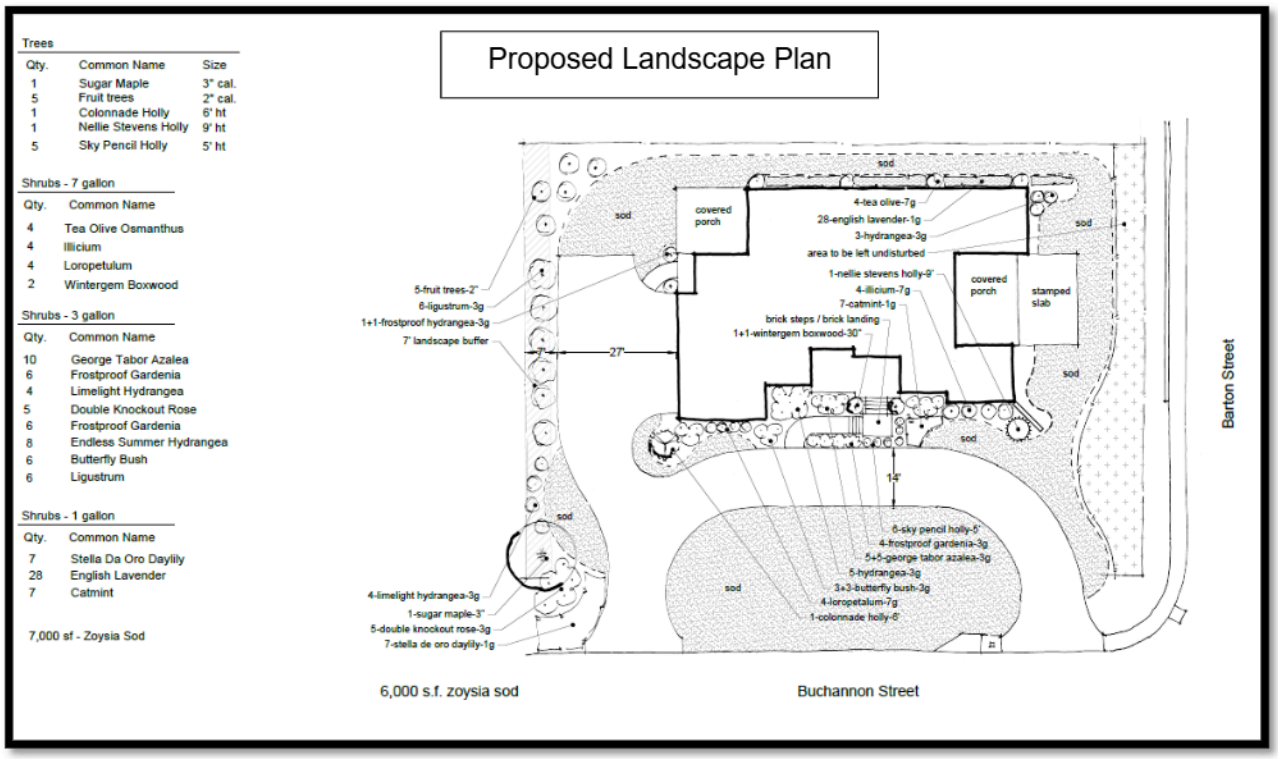
3.5.1.25 All construction shall include a combination of architectural treatment of brick or stone masonry, stucco, wood, or other durable materials.

3.5.3.2 The reveal (exposed portion) of siding will be a minimum of four inches and shall not exceed six (6) inches.

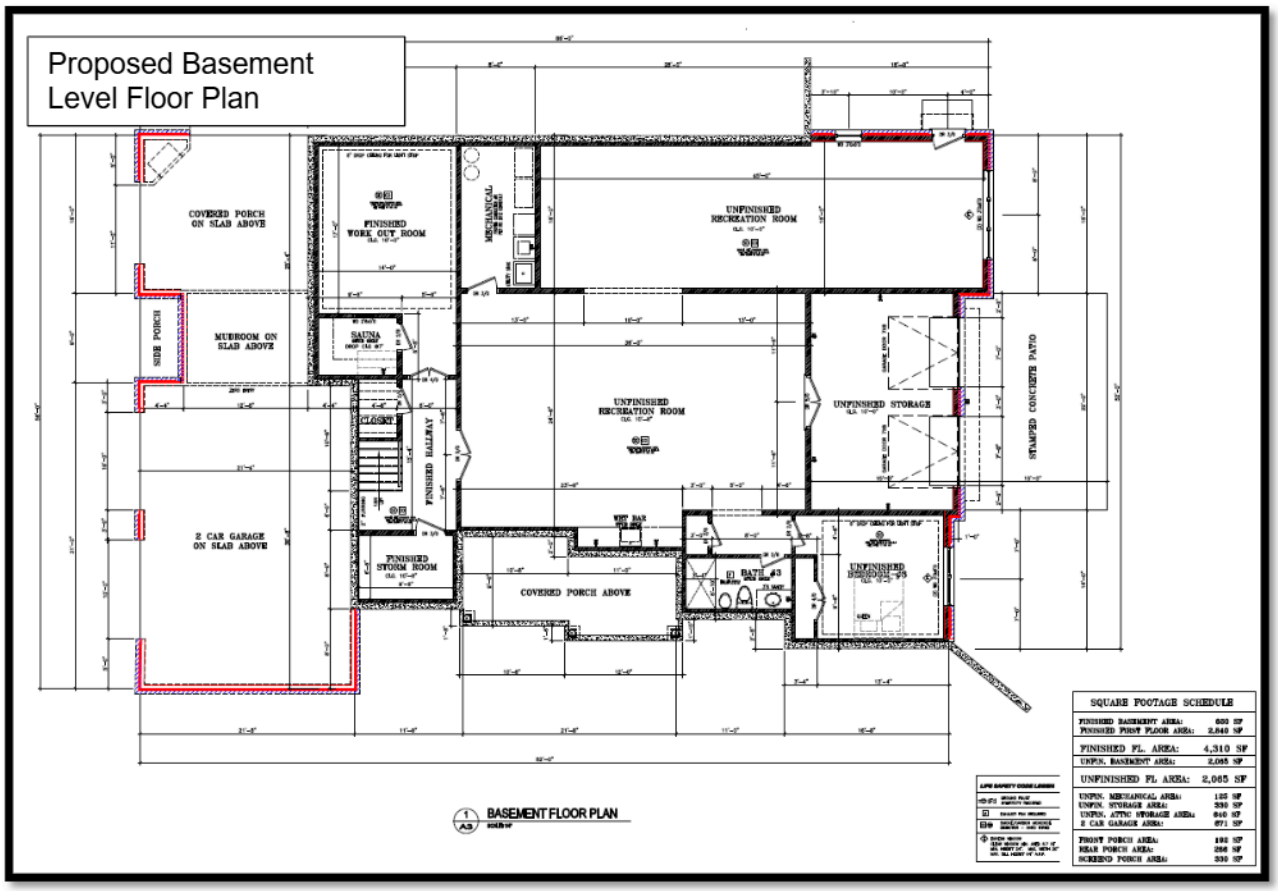
3.5.3.3 Corner boards should have the same width and depth as the siding reveal, and are not permitted to be greater than two inches of the siding reveal, or less than one inch of the siding reveal.

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)



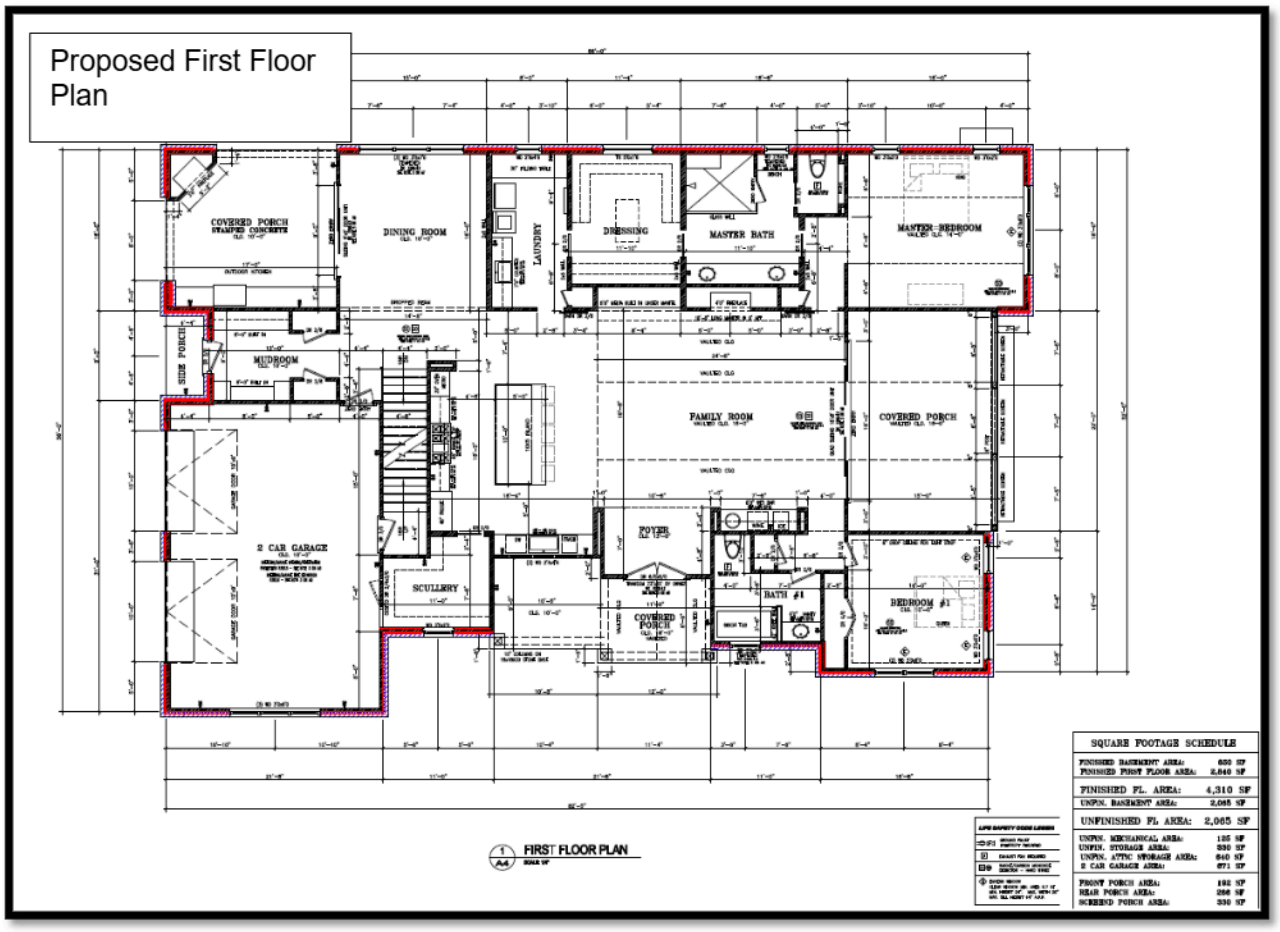


Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)



Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

Proposed First Floor Plan



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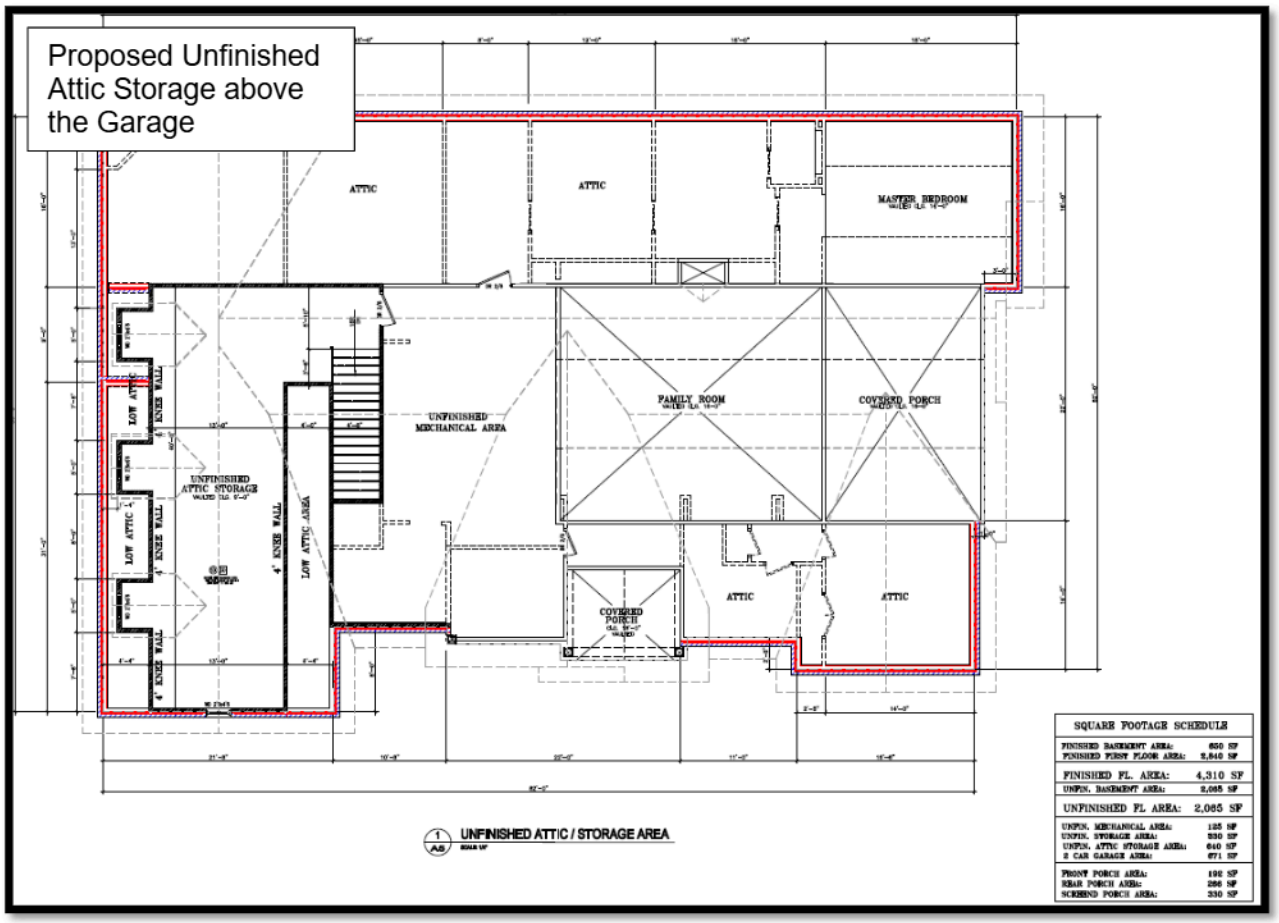
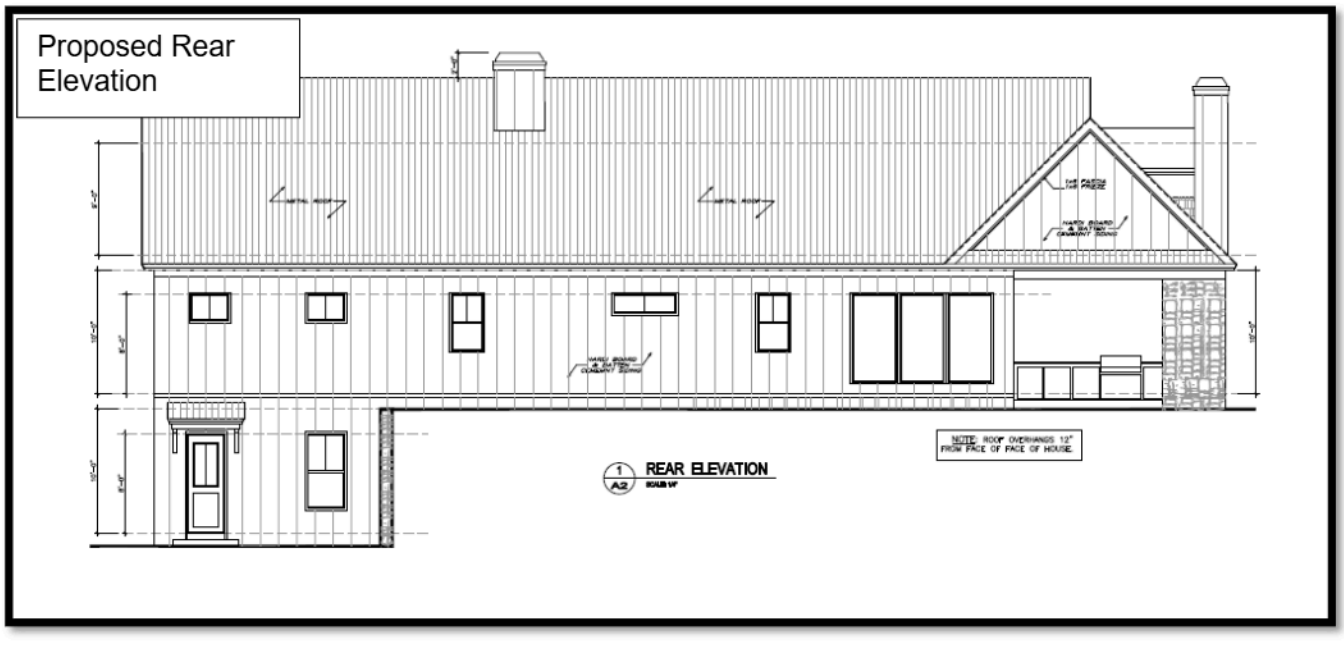


Square Footage Breakdown

FINISHED BASEMENT AREA:	650 SF
FINISHED FIRST FLOOR AREA:	2,840 SF
FINISHED FL. AREA:	**4,310 SF**
UNFIN. BASEMENT AREA:	2,065 SF
UNFINISHED FL AREA:	**2,065 SF**
UNFIN. MECHANICAL AREA:	125 SF
UNFIN. STORAGE AREA:	330 SF
UNFIN. ATTIC STORAGE AREA:	640 SF
2 CAR GARAGE AREA:	671 SF
FRONT PORCH AREA:	192 SF
REAR PORCH AREA:	266 SF
SCREEND PORCH AREA:	330 SF

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

Description of Proposed Front Elevation: The proposed front elevation's architecture consists of hardi board and batten cement siding, along with stone veneer. The proposed roof is metal and there is a truss above the main entrance. The proposed columns are 10". There is one center double gable and single gables on each side.



Description of Proposed Rear Elevation: The proposed rear elevation's architecture consists of hardi board and batten cement siding along with a fenestration of windows and a chimney on the roof. The basement level is shown with a window and door with an awning. Stone veneer and a chimney is situated off to the right side of the proposed rear elevation.

Discussion Item for Rear Elevation: Provide architectural details for the awning.

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

Description of Proposed Left Elevation: The proposed left side elevation shows hardi board and batten cement siding and stone veneer. A two (2) car garage and a porch is shown here along with three (3) dormer windows on the attic level. A chimney made of hardi board and batten cement siding is also shown here.

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

Description of Proposed Right Elevation: The proposed right-side elevation shows hardi board and batten siding cement siding and stone veneer. The basement level shows a two (2) car garage with an awning attached with brackets and windows. The first floor or main level shows a covered/screen in porch and windows.

Discussion Item for Proposed Right Elevation: Provide architectural details for the awning.

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

Recommendations

Should the ARB decide to grant approval, Staff recommends the following conditions:

1. City Arborist to approve final landscape plan;

2. City Engineer to approve final driveway, which shall be limited to one driveway access off Buchanan Street per Code Section 401.41(d), Driveway Design Standards; unless otherwise approved by the City Engineer during plan review and permitting.

3. Any future conversions of unconditioned space into conditioned space will require a permit;

4. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval;

5. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing; and

6. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

NORCROSS
a place to imagine

Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

JOB LOCATION		
Job Site Address: 60 North Barton ST	Lot # 3	Tax Parcel ID: 6-254-620

LANDOWNER OF RECORD

If applicant is not the owner, as listed on the property deed, a letter from the owner authorizing the proposed work must be included along with the owner's phone number and address.

Name: Mathew Wengler	Phone: 404-903-6091		
Address:	City:	State:	Zip Code:

APPLICANT

Applicant Name: Stan Howington	Phone: 678-758-3828		
Company Name: SCH Properties, Inc	Email: stanhowington@schproperties.net		
Address: 704 Dogwood Circle	City: Norcross	State: GA	Zip Code: 30071

DESCRIPTION OF PROJECT

Project Type □ Residential □ Commercial □ Industrial □ Other project

Briefly, yet accurately, describe all new construction, alterations, repairs or other changes to the exterior appearance or site for the property under consideration. Use additional pages as needed:

Construction of a new home

STATEMENT

Has this property been before the Mayor and Council, Downtown Development Authority, Architectural Review Board, Board of Appeals or Board of Planning and Zoning within the last 24 months?

☐ Yes ☑ No

If yes, please list the board and reference number:

_____

OWNER'S SIGNATURE

Signature: Mat Wengler Date: 3 June 2025

NOTE: Please submit electronic copies online of site plan, landscape plan, floor plans, paint palettes, as well as photos for all proposed building materials, light fixtures, windows, and doors, along with this application form by creating an account with https://eplansolution.com/norcrossga **Hard copies of application materials will not be accepted.**

REVISED JAN 2024

Attachment: COA2025-037 Application (25-7458 : COA2025-037 60 Barton Street)

NORCROSS
a place to imagine

Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

Foundation Type: (Circle One)		
Slab	Crawl Space	Basement
Building Dimensions:		
Width: 8656	Length: 56	Height * 34
Area Dimensions:		
First Floor: 2840	Second Floor: 0	Third Floor: 0
Basement**: 2715	Front Porch: 266	Rear Porch: 266
Patio: 330	Garage: 671	
Primary Roof System: (Circle One)		
Gable	Hip	Grambel
Mansard	Jerkinhead	Flat
Saltbox	Shed	Other:
Roof Pitches:		
Primary Roof Pitch: 9/12		
Secondary Roof Pitch: 12/12		
Additional Roof Pitch: 5/12		
Floor and Elevation Plan information to be included on each		
Street Address and Lot Number	Scale with scale bar	Scaled measurement for each floor level and building elevation
Site Plan and Landscape Plan information to be included on each		
Scale with scale bar and North Arrow	Building and driveway foot print	HVAC and utility equipment
Location and type of plantings	List of planting materials	

*Height of building means the vertical distance measured from grade to the highest finished roof surface in the case of flat roofs or to a point at the average height of the highest roof having a pitch.

**Dwellings with a basement and a third story must submit a grade plan elevation to determine if the residential building has a fourth floor.

Attachment: COA2025-037 Application (25-7458 : COA2025-037 60 Barton Street)

NORCROSS
a place to imagine

Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

ELEVATION COLOR AND MATERIAL PLACEMENT ADDENDUM (Façade and sides)		
Component	**Color** (Include manufacturer's ID)	**Material**
Primary Façade: First		Natural stone
Primary Façade:	Ghosted SW9545	B&B Hardie
Primary Façade: Third		
Left Side:		Natural Stone
Left Side: Second	Ghosted SW9545	B&B Hardie
Left Side: Third		
Left Side:		
Right Side:	Ghosted SW9545	B&B Hardie
Right Side: Second		Natural Stone
Right Side:		
Right Side:		
Rear: First	Ghosted SW9545	B&B Hardie
Rear: Second		Natural Stone
Rear: Third		
Rear: Basemnt		

Attachment: COA2025-037 Application (25-7458 : COA2025-037 60 Barton Street)

NORCROSS
a place to imagine

Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

COLOR AND MATERIAL PLACEMENT ADDENDUM (Exterior Components)		
Component	**Color (Include manufacturer's ID)**	**Material**
Masonry	Ashlar centurion stone	Stone
Garage Doors	Whirlwind SW9576	wood
Trim	Whirlwind SW9576	Hardie
Mortar		
Gutters	medium bronze or grey	Aluminum
Corner Board	Whirlwind SW 9576	Hardie
Railings	if wood Dark Walnut	Wood or wrought Iron
Windows	Bronze	Vinyl
Window Sills	Dark Walnut SW 2716	
Window Muntin/Mulli		
Columns	Dark Walnut SW 2716	Wood
Other Architectural Features		
Other Architectural		

Attachment: COA2025-037 Application (25-7458 : COA2025-037 60 Barton Street)

NORCROSS
a place to imagine

Owner Affidavit

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

Section I. Land Ownership

I, [redacted], hereby attest to ownership of the property located at [redacted], Parcel ID# [redacted] for which this Application is submitted.
The Ownership, as recorded on the deed, is in the name of [redacted].

Section II. Type of Ownership

■ Individual ■ Corporation/LLC ■ Partnership ■ Government [redacted]

Corporation/LLC/Partnership Name:	Secretary of State Registration Number:
[redacted]	[redacted]
	Registered Agent Name:
Provide Names of all Officers/Members/General Partners (If applicable):	
Registered Agent Address:	Registered Agent Phone #:

COMPLETE BY OWNER

As the owner of the above designated property for which this affidavit is submitted, I wish to allow SEAN HOWINGTON (applicant's name) to apply for a ARBOR VARIANCE for the address mentioned in Section I of this form. I attest that the application is made in good faith and that any information contained in the application is accurate and complete to the best of my knowledge and belief.

NOTARY

Owner states under oath that he/she is the owner of the property described under Section I, which is made part of this Application.

Name: Matthew S. Wrangle
Address: 1279 Meadow View Dr
City, State, Zip Code: Olive Branch MS 38654
Email address: toucanfib@gehoo.com
Phoner Number: 404-903-6091
Owner's signature: Matt S. Wrangle

Sworn and subscribed before me this 14 day of July, 2025.
Notary Public:
Seal: SANAZJALILPOUR Gwinnett County Notary Public Expires 11-01-2027 STATE OF GEORGIA
Commission expires: 11,1,27

REVISED JAN 2024

Attachment: COA2025-037 Application (25-7458 : COA2025-037 60 Barton Street)

Department of Community Development

TO: Architectural Review Board
FROM: LeDarius Scott
DATE: September 30, 2025
SUBJECT: COA2025-043 505 Cochran Drive
CC:

Please review attached Staff Reports and supporting documents for submitted application.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

Meeting Minutes

Tuesday, September 30, 2025
6:00 PM

2nd Floor Conference Room

Architectural Review Board

Jeff Hopper, Chair
Bill McLees
Barbara Grayson
Naim Harrison
Hugh Cooper

A. Call To Order

A Special Called Meeting was called to order at 6:00 PM by Chair Jeff Hopper

Attendee Name	Title	Status	Arrived
Jeff Hopper	Chair	Present	
Bill McLees	Board Member	Present	
Barbara Grayson	Board Member	Present	
Naim Harrison	Board Member	Present	
Hugh Cooper	Board Member	Present	

B. Minutes Approval

C. New Business

1. 25-7460: COA2025-044 76 Buchanan Street

Discussion Notes

- The applicant, David Murray, spoke briefly about the request and the need to create additional living space in the home by enclosing the side porch.

A motion to Approve Application COA2025-044 to enclose a side porch at 76 Buchanan Street, with the following conditions:

- Paint color to match the existing home with color code provided during building permit phase;
- Changes to proposed doors and windows to be approved administratively;
- The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval;
- Any changes from the Architectural Review Board-approved component shall require ARB approval at another public hearing; and
- An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

RESULT:	**APPROVED WITH CONDITIONS [UNANIMOUS]**
MOVER:	Barbara Grayson, Board Member
SECONDER:	Hugh Cooper, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

2. 25-7457: COA2025-040 704 Dogwood Circle

Discussion Notes

- Paint color of structure to match the existing home.
- The rear elevation windows that are located on the second floor will be removed to accommodate the adjacent property owner at 549 Longview Drive, who had a concern about their rear yard privacy.
- Column sizes are referenced on the floor plan.

A Motion to approve Application COA2025-040 for the construction of a Garage/Accessory Dwelling Unit at 704 Dogwood Circle, with the following conditions:

- Remove 2nd story windows on rear elevation.
- The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval.
- Any changes from the Architectural Review Board-approved component shall require ARB approval at another public hearing.
- An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.
- Approval by the Architectural Review Board is subject to and conditioned upon variances for the height and placement of the accessory structure as required by the UDO as may be considered in accordance with the UDO.

RESULT:	**APPROVED WITH CONDITIONS [UNANIMOUS]**
MOVER:	Jeff Hopper, Chair
SECONDER:	Hugh Cooper, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

3. 25-7458: COA2025-040 60 Barton Street

Discussion Notes

- Standing seam metal roof is proposed.
- Some citizens in attendance felt the proposed home did not fit the character of the area.
- Topography was discussed as well, and the steepness of the driveway.

Motion to Approve Application COA2025-037 for the construction of a new house at 60 N. Barton Street, with the following conditions:

- City Arborist to approve final landscape plan.
- City Engineer to approve final driveway, which shall be limited to one driveway access off Buchanan Street per Code Section 401.41(d), Driveway Design Standards; unless otherwise approved by the City Engineer during plan review and permitting.
- Any future conversions of unconditioned space into conditioned space will require a permit.
- The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval.
- Any changes from the Architectural Review Board-approved component shall require ARB approval at another public hearing.
- An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

RESULT:	**APPROVED WITH CONDITIONS [UNANIMOUS]**
MOVER:	Barbara Grayson, Board Member
SECONDER:	Jeff Hopper, Hugh Cooper
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

4. **25-7459: COA2025-043 505 Cochran Drive**

Discussion Notes

- Water flow and impervious challenges were discussed.
- Adam's vineyard HOA had concerns with water flow and drainage.
- Catch basins are being proposed in the front yard to mitigate the stormwater challenges for the property.

Motion to Approve Application COA2025-043 for the construction of a new house at 505 Cochran Drive, with the following conditions:

- Any future conversions of unconditioned space into conditioned space will require a permit.
- The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval.
- Any changes from the Architectural Review Board-approved component shall require ARB approval at another public hearing.
- An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

RESULT:	**APPROVED WITH CONDITIONS [UNANIMOUS]**
MOVER:	Jeff Hopper, Chair
SECONDER:	Hugh Cooper, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

D. Additional Input

E. Adjourn

Jeff Hopper moved to adjourn the meeting at 7:16 PM, seconded by Naim Harrison. The vote was unanimous, 5-0.

Signed by _____ Jeff Hopper, Chair

Signed by _____ LeDarius Scott, Senior Planner

Brady Rinehart
61 N. Barton Street
Norcross, GA 30071
[redacted]

10/20/2025

Norcross City Council
65 Lawrenceville St.
Norcross, GA 30071

To: Norcross City Council

Under section 103.5.D of the city code, I am writing to appeal the ARB ‘s decision for petition number COA2025-037 as I am adversely affected with the current approved version of this proposed consideration of a new house at 60 Barton Street. The decision of the ARB does not consider the engineering restrictions that this property and adjacent property are restricted to.

My property is situated directly downhill and downstream of this proposed house. Since the land has been cleared and the first house at parcel R6254 619 has been developed, I have noticed a significant rise in water flow in the stream downhill of this development and in the street below that floods often. Prior to this ARB petition, Mr. Howington and the city had agreed to one shared driveway serving both parcel R6254 620 and parcel R6254 621. The design of a shared driveway coming from Buchanan preserved the retention wall and surrounding trees—both of which are crucial for managing stormwater runoff from the hill and flooding. Without a shared driveway from Buchanan, the parcel R6254 621 will be forced to breach the retaining wall and remove significant trees in the process. Any alternative that removes more trees or alters the retention wall will only worsen runoff and flooding issues and will put property and the adjacent nature preserve at risk.

Even with the proposed rain gardens, flow wells, and other measures, I remain concerned about the increased water flow and environmental impact that these two additional houses will bring. I am worried about further runoff into the forest and the potential for flooding in my basement, as you can see from the attached video evidence of flooding.

I would also ask that the land disturbance permit and hydrology study for this project be reviewed for any discrepancies. Lastly, Mr. Howington should be held to the agreed-upon terms regarding the shared driveway and tree preservation.

Thank you for your attention to this matter,

Brady Rinehart

Brady Rinehart
61 N. Barton Street
Norcross, GA 30071
[redacted]

10/20/2025

Norcross City Council
65 Lawrenceville St.
Norcross, GA 30071

To: Norcross City Council

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I would also ask that the land disturbance permit and hydrology study for this project be reviewed for any discrepancies. Lastly, Mr. Howington should be held to the agreed-upon terms regarding the shared driveway and tree preservation.

Thank you for your attention to this matter,

Brady Rinehart

Tixie Fowler
37 N. Barton Street
Norcross, GA 30071

October 20, 2025

To: City of Norcross Mayor & Council,

On September 30, 2025, I attended a Special Called Meeting held by the City's Architectural Review Board (ARB) during which two residences proposed by the developer, Stan Howington, were being reviewed. One of these proposed residences is across the street from my home at 37 N. Barton Street; the second is proposed for Cochran St. Unfortunately, there is no record of this meeting on the City website, or I would confirm street addresses.

I am supporting Brady Rinehart's request to appeal the ARB's decision for petition number COA2025-037 under section 103.5.D of the city code based on the following concerns:

1. The construction drawings submitted to the ARB did not address site topography which will significantly alter the final design (so ARB didn't actually approve final design).
2. The design was accepted without prior site engineering review which means there are significant stormwater impact concerns that are not being considered when approving the mass and scale of this home on that site.
3. The proposed house does not fit the *neighborhood* character.
4. This approval effectively breaches a verbal agreement between the City and the developer re how this and an adjacent site would be developed (via a shared driveway).

I find it egregious on the City's part that site engineering is not done prior to construction plans being submitted to the ARB. I also find it egregious that the ARB no longer reviews landscaping plans. Topography and green infrastructure play a key factor in site development and any alteration of these natural features should be carefully considered in architectural design. On a house this size, the roof alone will produce a significant amount of stormwater runoff. Significant stormwater mitigation structures will be needed to protect downstream properties like Mr. Rinehart's and the City-owned Johnson Dean Forest Preserve. These impacts have already increased exponentially as you can see from the video submitted by Mr. Rinehart which illustrates pressures on the local environment due to increased stormwater runoff levels generated by another of Howington's houses built upstream. “Minimum” is not effective stormwater management.

In addition, approval of this residence's driveway design is in direct violation of a verbal agreement reportedly made between the City and the developer, an agreement which the developer has noted was not recorded by the City. (Research confirms that verbal agreements are legally binding contracts that can be enforced in a court of law; I am sure City Council can expand upon that).

It was my neighborhood's understanding that the City and developer had mutually agreed to a shared driveway coming off of Buchanan Street that would serve both R6254 620 and R6254 621 parcels. However, ARB approved a design for parcel R6254 620 that has a private driveway. This effectively breaches the earlier agreement, isolates parcel R6254 621 and forces future construction of a private driveway off North Barton. This in turn compromises the integrity of the site's remaining green infrastructure as it will require removal of established tree canopy and the retaining wall along N. Barton (which affects slope). Inevitable site grading and large tree removal will exponentially increase stormwater runoff, not only impacting Mr. Rinehart's property, but also the creek that runs through Johnson Dean Forest Preserve. Increased impact on this little creek will increase erosion in the City's nature preserve and eventually cost the City money to mitigate damage or restore. It's a domino effect and the damage is permanent, whether construction is on Barton, Cochran, or anywhere in our City.

The ecological and economical **value** of our City's green infrastructure in general is stressed in both the Norcross Comprehensive Plan, and The Parks, Greenspaces, Trails & Green Infrastructure Plan (PGT&GI Plan). The City's historical lack of respect for these assets was illustrated when I asked the developer how he planned to address construction relevant to the 75' stream buffer protecting State waters adjacent to the proposed Cochran St. residence. He reminded me that Council has a precedence for giving developers variances to municipal ordinances regarding buffer zones – sadly, he is correct, and apparently counting on the same result when he applies for one.

Finally, I also mentioned concern that the proposed residence doesn't align with the neighborhood's character. Per the City's *"Architectural and Site Design Standards":*

- *"It is important that the character established by existing buildings be continued in new construction through appropriate massing, scale, setback and building form."* (Section 1.1)

- *"New residential buildings must be compatible with surrounding buildings in terms of form, scale, height, massing, proportion and roof shape."* (supported by Sections 1.3.2; 2.1.3; 2.1.10)

- *"Architectural details must reflect features within the district or within the area of influence of the project, and will be appropriately scaled to the new construction utilizing historic precedent."* (Section 2.1.1)

- *"Historic elements such as retaining walls, fences and the like are to remain when feasible to preserve the character of the area."* (Section 2.3.3)

In short, the proposed house does not reflect the neighborhood's traditional or historic massing and scale. And while it does not impact the existing retaining wall, the ARB's approval of this design means the house inevitably proposed for the second parcel, will. While the definition of "historic" regarding the existing retaining wall could be argued, it is a defining feature of the neighborhood and makes an important contribution to stormwater mitigation along N. Barton into Johnson Dean Forest Preserve.

Gentlemen: If the City is going to invest time and money in studies like the Norcross Comprehensive Plan, and the Parks, Greenspaces, Trails Master Plan, I feel whenever possible and appropriate, Council and Community Development recognize and enforce what those plans recommend. There may be a precedence for requiring only minimal stormwater management in new construction, for not taking a strong stance on tree removal and clear cutting, and for giving stream buffer variances to developers. Now is a chance to begin supporting the laws and development plans that Council and Norcross citizens have endorsed. I realize development is inevitable – what I hope is not inevitable is the mediocrity that comes from poor development choices, disregard for the economic value of our ecological assets, and low prioritization of City ordinances and development recommendations. These are key in Norcross' vision for preserving its past and sustaining its future.

Respectfully,

Tixie Fowler
Resident: 37 North Barton Street, Norcross
Chairperson: Norcross Parks, Greenspaces & Trails Commission
770.842.2551

Subject: Support for Appeal COA2025-037 — Conservation-Oriented Development in the Norcross Historic District

Dear Members of Council,

I write in support of **Brady Rinehart's** appeal **COA2025-037** regarding the recent driveway approval within the Historic District. The issue at hand— the ARB's decision that supports a private driveway rather than the originally agreed upon shared driveway —has implications that extend well beyond this single property. It touches directly on the City's adopted goals for **conservation-oriented new development** and the protection of **cultural and nature-based assets** identified in both the **Comprehensive Plan** and the **Parks, Greenspace & Trails (PG&T) Master Plan**.

Conservation-Oriented Development and the Historic District
Our guiding documents are clear: Norcross's growth should *conserve and restore* the environmental and cultural qualities that define our city's identity. Within the Historic District, this means redevelopment should integrate tree preservation, stormwater management, and respect for the neighborhood's historic character. The PG&T Plan calls for **low-impact design, reduced impervious surface, and protection of mature trees and slope stability**—all principles aligned with the shared driveway originally proposed.

Why Shared Driveways Matter
A shared driveway is more than a design preference; it represents a practical, measurable expression of conservation-oriented development. It would:

- **Reduce paved surface area**, lowering stormwater runoff and heat-island effects.
- **Preserve mature trees and soil structure**, which stabilize slopes and filter runoff.
- **Maintain the historic rhythm and appearance** of Barton and Buchanan Streets.
- **Protect walkability and safety** by minimizing curb cuts and pedestrian conflicts.
- **Strengthen neighborhood trust** by upholding precedents consistent with adopted City plans.

By contrast, multiple independent driveways would require breaching an existing retaining wall, removing several large trees, and accelerating runoff toward downhill homes and stream corridors—all contrary to the City's stated conservation and canopy-preservation goals.

Alignment with City Vision
The PG&T Master Plan envisions Norcross as a community where cultural heritage and natural systems are conserved together. Thrasher, Lillian Webb, Discovery Garden,

Heritage Park, and the Historic Cemetery are all examples of this integrated approach—projects where the City is choosing restoration over fragmentation. The same standard should apply to private redevelopment within the Historic District.

For these reasons, I respectfully urge the Council to uphold Brady's appeal and reconsider the current driveway approval in light of our shared commitment to conservation-oriented design and the protection of Norcross's historic landscape.

I am copying Stan as a courtesy and in the spirit of collaboration, trusting that we all share the same long-term interest in building a resilient, beautiful, and historically grounded Norcross.

With appreciation for your consideration,

Terry Sutton
Tree Preservation Board Member
37 N. Barton Street
Norcross, Georgia

cc: Stan Howington / SCH Properties, Inc.

IAN P. LACROIX
Email: ilacroix@atclawfirm.com

Telephone: 770.822.0900
Direct Dial: 678.518.6858

November 17, 2025

Via Email: wdiehl@tokn.com

City of Norcross
C/O: William J. Diehl
Thompson, O'Brien, Kappler & Nasuti, P.C.
Peachtree Corners, GA 30092

Re: Supplemental Support of ARB Approval of COA2025-037
City of Norcross Policy Work Session – November 17, 2025

Mr. Diehl and To Whom It May Concern:

This letter is sent on behalf of Stan Howington (hereinafter, "Applicant") following the City of Norcross Architectural Review Board's approval of Applicant's Certificate of Appropriateness pertaining to the property located at 60 Barton Street (hereinafter, the "Subject Property"). This letter is sent ahead of the City of Norcross Policy Work Session held on November 17, 2025 whereas the appeal of Applicant's Certificate of Appropriateness is being discussed and reviewed.

Following the approval of Applicant's Certificate of Appropriateness of the Subject Property with conditions, nearby property owner Brady Rinehart appealed the ARB's decision to grant Applicant's Certificate of Appropriateness pursuant to Section 103-5(d) of the City of Norcross Code of Ordinances (hereinafter, "the Code"). Another important note is that another property owner, Tixie Fowler, filed a letter in support of Mr. Rinehart's Appeal, however, Ms. Fowler did not file an appeal herself. *See* the Letter from Tixie Fowler ("I am supporting Brady Rinehart's request to appeal the ARB's decision for petition number COA2025-037 under section 103-4(d) of the city code . . ."). Nothing within Ms. Fowler's appeal indicated that she was filing an appeal herself.

The Code is clear about what powers the ARB holds. Section 103-5 of the Code states:

(a) *ARB powers.*

(1) The Architectural Review Board (ARB) is hereby created.
(2) The ARB shall be the review authority of permit applications related to the following:
  a. New construction residential facades, including paint color;
  b. New construction commercial facades;
  c. Modifications to existing commercial facades;
  d. Public building facades;
  e. Public monuments and pavilions;

f. Solar panel landscape screening and any other applicable landscape regulations in this UDO.

(3) The authority of the ARB shall encompass all areas within the city limits except where the property in question fall under the authority of the Historic Preservation Commission.

See Sec. 103-5 of the Code.

The Appeal filed by Mr. Rinehart does not appear to address any architectural concern, nor does it address any concerns that are within the ARB's power to address. Mr. Rinehart's Appeal appears to be entirely focused on engineering concerning which focusses on water runoff. In support of Mr. Rinehart Appeal he does not cite to any applicable provision within the City Code which would call for the reversal of an ARB granted Certificate of Appropriateness on the basis of engineering and water runoff concerns. As to the video cited in Mr. Rinehart's Appeal, the video showed a 25–50 year rainfall event, and not the typical rainfall event akin to the area. Further, if there are stormwater issues with Mr. Rinehart's property, it is very likely that these issues predate the development of the Subject Property, and thus are issues that should be addressed by the City of Norcross and not something the Applicant should have to pay out of pocket to address. The Applicant has clearly demonstrated that the proposed development meets the architectural design criteria for the character area and there are no issues raised in this appeal which would rebut that – only engineering concerns which the Applicant contends are not within the province of the ARB to deny a property owner their right to build on their property when they have demonstrated compliance with design criteria.

With regard to the issues raised concerning a shared driveway in the rear of the Subject Property, the Applicant contends that he merely requested permission from the City of Norcross to build a shared driveway if Applicant desired to, and was granted permission to do same. There was no contract, written or oral, to do or forbear from doing anything, nor was there a bargained for exchange. Regardless, even if there ever was a contract between Applicant and the City of Norcross, nearby property owners would not have standing to enforce a contract where they were not parties, and were not intended third party beneficiaries of same.

As the City of Norcross mentions in the meeting minutes for the November 17, 2025 Policy Work Session, the ARB standards "provide guidance for site layout, building orientation, and architectural treatments. ***The standards are design and aesthetic standards***. These standards are in addition to and do not replace technical. Environmental, and engineering regulations. ***Such standards will be applied and analyzed when a land disturbance permit is submitted***." See the City of Norcross November 17, 2025 Policy Work Session Meeting Agenda Enclosed herewith.

Applicant intends to (and reserves the right to) file a more thorough and comprehensive constitutional objection letter raising Applicant's rights as it relates to the Subject Property ahead of the December 1, 2025 meeting. Based on the foregoing reasons, the ARB correctly granted Applicant's Certificate of Appropriateness and the City of Norcross should uphold the ARB's decision based on the design standards of the property which have all been met by the Applicant.

Your immediate attention to this matter is appreciated.

Sincerely,

ANDERSEN, TATE & CARR, P.C.

IAN P. LACROIX, ESQ.

Enclosures
CC: Stan Howington

City of Norcross

65 Lawrenceville Street

Norcross, GA 30071

Meeting Agenda

Monday, November 17, 2025

6:30 PM

2nd Floor Conference Room

Policy Work Session

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

Livestream Here:
https://norcrossga.portal.civicclerk.com/event/179/media

A. Roll Call (recorded)

B. Citizen Input

C. Board Updates

D. General Updates

* Solid Waste Recycling – Steve Edwards
* Artwork for Utility Box Wraps - Elizabeth Simpson, NPAC

E. Council- General Discussions

F. City Manager's Report

G. Board Appointments

The Mayor and Council will consider appointments and reappointments to the following Boards, Commissions, or Authorities:

* Downtown Development Authority
* Norcross Housing Authority
* Norcross Public Arts Commission

H. Items for Discussion

1. 2025-317: Consideration Adopting the Buford Highway Safe Streets for All (SS4A) Safety Action Plan Created by the City of Doraville GA

Adopt the Buford Highway Safe Streets for All (SS4A) Safety Action Plan created by the City of Doraville.

Attachments:

1. Agenda Report - Adoption of Buford Highway Safety Action Plan Prepared by City of Doraville

2. 2025-320: SUP2025-005 Consideration of an Adult Daycare in a M1 Light Industry Zoning

Consideration of a Special Use for an Adult Daycare in M1 Light Industry ZoningConsideration of a request for a Special Use Permit (SUP2025-005) to allow an Adult Day Care Center at 2211 Beaver Ruin Road, Suite 190, with conditions as recommended by staff and the Planning and Zoning Board.

Attachments:

1. Agenda Report - SUP2025-005 Consideration of an Adult Daycare in a M1 Light Industry
2. SUP2025-005 - Staff Report
3. Impact Analysis
4. SUP2025-005 - Application

3. 2025-321: RZ2025-005; Consideration of a Rezoning to the M1 (Light Industry) District

Consideration of a request to rezone approximately 5.24 acres to the M1 (Light Industry) District to allow for light industrial-related uses and outdoor storage, with five (5) conditions as recommended by the Community Development and Planning Department and supported by the Planning and Zoning Board.

Attachments:

1. Agenda Report - RZ2025-005; Consideration of a rezoning to the M1 (Light Industry) District
2. RZ2025-005 - Staff Report
3. RZ2025-005 - Application

4. 2025-322: RZ2025-004; Consideration of Rezoning to BH (Buford Highway) District

Consider the rezoning request from its current zoning to BH (Buford Highway) District, with consideration of the conditions recommended by staff and the Planning and Zoning Board.

Attachments:

1. Agenda Report - RZ2025-004; Consideration of Rezoning to BH (Buford Highway) District
2. RZ2025-004 - Staff Report
3. RZ2025-004 - Application
4. Letter of Intent
5. Georgia Historic Resources Survey

5. 2025-324: COA2025-027; Consideration of a Historic Demolition and New Home

Consideration of the applicant's request for the demolition of a historic contributing structure and construction of a new single-family residence, with conditions as outlined by the Community Development and Planning Department and the Architectural Review Board.

Attachments:

1. Agenda Report - COA2025-027; Consideration of a Historic Demolition and New Home
2. COA2025-027 - Staff Report
3. COA2025-027 - Application
4. Engineer Report from Michael Quinn and Associates, P.C.
5. COA2025-027 - Financial Statement
6. Georgia Historic Resources Survey
7. Historic Demolition Questionnaire

6. 2025-325: City Council Appeal of ARB Approval of COA2025-037

Consider appeal of the Architectural Review Boards' approval of a Certificate of Appropriateness (COA2025-037) for 60 Barton Street.

Attachments:

1. Agenda Report - City Council Appeal of ARB Approval of COA2025-037
2. ARB Agenda Packet 10.21.2025
3. Draft ARB Meeting Minutes
4. Letters of Support

7. 2025-330: Amendment to the Unified Development Ordinance

Staff recommends review of several proposed changes to the Unified Development Ordinance (UDO). Items to be removed are in red strike through, items to be added are in bold, underlined italics and highlighted in yellow on the attached documents.

Attachments:

1. Agenda Report - Amendment to the Unified Development Ordinance
2. Chapter 100 & 200 Changes

8. 2025-328: Public Safety Building – Motorola 911 Radio Equipment Agreement

Approve an agreement with Motorola to move/upgrade/add 911 radio equipment in the new public safety building, subject to legal's review and approval.

Attachments:

1. Agenda Report - Public Safety Building – Motorola 911 Radio Equipment Agreement
2. Reimbursement Approval Letter from Gwinnett County
3. City of Norcross New 911 Center Relocation Contract with Motorola

9. 2025-281: GEMA Cybersecurity Grant Opportunity

Request approval to move forward with accepting a State and Local Cybersecurity Grant Agreement for FY22 between the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) and the City of Norcross in the amount of $417,000.

Attachments:

1. Agenda Report - GEMA Cybersecurity Grant Opportunity
2. State and Local Cybersecurity FY22 Grant Agreement
3. MOU between GEMA_Homeland Security and Norcross

10. 2025-326: Residential Decorative Streetlighting

Approve continuing the current practice of replacing decorative streetlights with similar LED fixtures (acorn or colonial style) and adding light shields on all new residential LED lights to reduce glare.

Attachments:

1. Agenda Report - Residential Decorative Streetlighting
2. Pictures of Decorative Streetlights

11. 2025-319: Accept and Appropriate Grant Funds from Norfolk Southern

Accept and appropriate grant funding in the amount of $30,000.00 received from Norfolk Southern to complete two City of Norcross Historic Downtown Enhancement projects: 1. Skin Alley Improvements and 2. Cultural Arts Center Improvements.

Attachments:

1. Agenda Report - Accept and Appropriate Grant Funds – Norfolk Southern
2. Grant Funding Approval
3. Grant Request from NFS RR-Norcross
4. Budget Amendment/Appropriation

12. 2025-327: Amendment to Purchasing Provisions within the Norcross Code of Ordinances and Financial Policy

Adopt the attached updates/revisions to the City of Norcross Financial Policy, Section III – Purchasing and the attached amendment to the City Code of Ordinances to amend provisions related to Chapter 16, Article III – Purchasing and Contracts.

Attachments:

1. Agenda Report - Amendment to Purchasing Provisions within the Norcross Code of Ordinances and Financial Policy
2. Amended – PART III (Purchasing) Policy – City of Norcross

13. 2025-318: Brick Paver Repair on Jones St. and South Peachtree St

Approve a cost-effective approach for resetting of brick pavers on Jones St. and South Peachtree St. due to uneven areas.

Attachments:

1. Agenda Report - Brick Paver Repair on Jones St. and South Peachtree St.

14. 25-7453: Ability to Vote on Select Items at Policy Work Sessions Direct the City Manager and City Attorney to bring back a recommendation on ordinance changes that would allow the City Council to vote on select items at its monthly Policy Work Session rather than carry them forward to the monthly Regular Mayor and Council Meeting or hold a special called meeting for the same purpose.

Attachments:

1. Agenda Report - Ability To Vote On Select Items At Policy Work Sessions
2. Draft Ordinance for 2-36 Amendment
3. Sec 2-36 Redlines

15. 2025-323: Policy on Use of Artificial Intelligence (AI)

Direct the City Manager, working with the City Attorney, to develop a proposed policy for Council consideration on the use of Artificial Intelligence (AI) by City employees.

Attachments:

1. Agenda Report - Policy on Use of Artificial Intelligence (AI)

16. 2025-329: Adopt Publication of News and Newsletters Using RoughDraft Publication

Approve a change in the City's newsletter publication to a set of mailed and online materials distributed by RoughDraft in lieu of the current monthly newsletter and authorize the Mayor to sign an agreement.

Attachments:

1. Agenda Report - Adopt Publication of News and Newsletters using RoughDraft Publication
2. Sample Monthly Content for City of Brookhaven and Sample Newsletter
3. Draft Agreement

17. 25-7365: **City Manager Follow-Up and Prioritization on Mayor and Council-Initiated Requests**

A discussion allowing the Mayor and Council the opportunity to share any outstanding requests, expectations, or follow-up items they would like the City Manager to be aware of or prioritize.

Attachments:

1. Agenda Report - Monthly Report on Requests and Inquiries - NOV PWS

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

J. Signed by _____ Mayor Craig Newton

K. Attest _____ Monique Philip, City Clerk

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

AGENDA REPORT

To: Mayor and Council

From: Tracy Rye, Assistant City Manager

Meeting Date: November 17, 2025 Policy Work Session (PWS)

Item No.: 2025-317

Title: Consideration Adopting the Buford Highway Safe Streets for All (SS4A) Safety Action Plan Created by the City of Doraville GA

CC: Eric Johnson, City Manager

Recommendation

Adopt the Buford Highway Safe Streets for All (SS4A) Safety Action Plan created by the City of Doraville.

Background

In September 2022, the City of Doraville applied to the Federal Highway Administration (FHWA) for a Safe Streets for All (SS4A) grant in order to develop a Safety Action Plan (SAP) for Buford Highway. The study area was a 13-mile stretch of Buford Highway (also known as State Route 13) from Brookhaven to Norcross. Doraville partnered with the cities of Brookhaven, Chamblee, and Norcross, as well as Gwinnett County, the Chamblee Doraville Community Improvement District (CID), the Atlanta Regional Commission (ARC), and GDOT on the application and the development of the Safety Action Plan through a Governance Committee which met for roughly one year. The Doraville project management team participated in public information sessions within each jurisdiction including presenting at the PDC and tabling at the Norcross Dia de los Muertos festival in 2024, along with hosting a walking tour of the corridor within Norcross in early 2025.

The SAP covers Buford Highway from the Fulton-DeKalb limits through Brookhaven, Chamblee, Doraville, unincorporated Gwinnett County, all the way to Norcross just beyond the intersection of Langford Road and Buford Highway with the Vision to: *"(b)uild a safer, more livable Buford Highway through interventions that prioritize the safety and comfort of vulnerable road users."* Ultimately, *"(t)he Buford Highway Safety Action Plan (SAP) focuses on the infrastructure of the roadway and large and small actions that will improve the safety of the roadway and quality of life for people walking, bicycling, riding transit, or driving cars…(and) advances bold, generational visions for reimagining one of metropolitan Atlanta's signature corridors. It also highlights small actions that will make the road better tomorrow. In both cases, it encourages action."*

The intent of the plan is to create safety improvement projects that can be quickly tackled by the local municipalities on Buford Highway, as well as medium and long-term projects This includes

everything from basic maintenance like trimming foliage and sidewalk repair, to policy decisions like maintenance agreements with GDOT, and major capital projects like intersection improvements.

Due to the involvement of many jurisdictions in helping Doraville create this plan, and due to the number of local jurisdictions receiving funds to create their own city-wide SAPs through the SS4A program, the City of Doraville has asked that those jurisdictions involved with the Governance Committee consider adopting the Buford Highway Safety Action Plan. The plan will also complement the Norcross city-wide Safety Action Plan which is currently in the contract phase with FHWA awaiting signature.

Gwinnett County will consider adopting after completion of their own Safety Action Plan;
Brookhaven is planning to consider adoption at their November 18th meeting;
Chamblee is discussing internally;
Doraville adopted in August 2025

Financial Impact
None in the short term. However, adoption of the SAP opens the City up to be able to apply for demonstration and implementation grants from FHWA for any of the projects or strategies listed in the plan.

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
6. Further the City's tradition of strong representational leadership and a high level of quality services.

Attachments

NA Due to document size, the Doraville Buford Highway Safety Action Plan is linked here for review, please scroll to the bottom of the linked page to access the final document.

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

AGENDA REPORT

To: Mayor and Council

From: LeDarius Scott, Senior Planner

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-320

Title: SUP2025-005 Consideration of an Adult Daycare in a M1 Light Industry Zoning

CC: Eric Johnson, City Manager

Recommendation

COMMUNITY DEVELOPMENT AND PLANNING DEPT. RECOMMENDATIONS

Based on the analysis of this case, Staff recommends **APPROVAL** of a Special Use Permit to allow an Adult Day Care Center at the subject property, subject to the following conditions:

1. Hours of operation for the adult day care center to be Monday through Friday 8:30 AM to 1:30 PM, with hours of operation for administrative offices to be Monday through Friday 8:00 AM to 4:00 PM.
2. Shall comply with all state requirements.
3. Shall comply with all health department requirements.
4. Peddlers and/or parking lot sales shall be prohibited.
5. The owner of the establishment shall repair any graffiti or vandalism within 72 hours of notice from the City.

PLANNING AND ZONING BOARD'S RECOMMENDATIONS

At their November 5th, 2025 hearing, the Planning and Zoning Board recommended **APPROVAL** of SUP2025-005 with staff's five (5) recommendations listed above.

Background

The applicant is requesting a special use permit for an adult day care center in Suite 190 at 2211 Beaver Ruin Road, which is a M1-(Light Industry) zoned property, which is 10.8 acres. Proposed hours and days of operation for the day care program will be 8:30 am to 1:30 pm, Monday through Friday and the administrative office 8:00 am to 4:00 pm, Monday through Friday. The proposed floor plan includes a main activity room, exercise room, rest area, media room, kitchen, dining room, reading room, and administrative offices. Of the 520 parking spaces available, 148 spaces are allocated to the day care center. Projected membership is approximately 200 seniors with most of the members arriving via non-emergency transportation pick-up and drop-off services.

Financial Impact

N/A

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

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

Attachments

1. Staff Report
2. Impact Analysis
3. Application

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

AGENDA REPORT

To: Mayor and Council

From: LeDarius Scott, Senior Planner

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-321

Title: RZ2025-005; Consideration of a Rezoning to the M1 (Light Industry) District

CC: Eric Johnson, City Manager

Recommendation

COMMUNITY DEVELOPMENT AND PLANNING DEPT. RECOMMENDATIONS

Based on the analysis of this case, Staff recommends **APPROVAL** of rezoning to M1 (Light Industry District), subject to the following:

1. The property shall be developed in general conformance with the site plan dated receipt 08/19/2025; and in conformity with the City of Norcross Unified Development Ordinance.
2. Provide a ten (10) foot landscape strip adjacent to all public rights-of-way.
3. Provide a 40-foot buffer adjacent to residentially zoned properties. This buffer depth may be reduced by 50 percent if they include an eight-foot-high screening wall. If the buffer cannot be met, applicant must submit an application for a variance.
4. Provide a 20-foot buffer adjacent to the OI, Office-Institutional, zoned properties. This buffer depth may be reduced by 50 percent if they include an eight-foot-high screening wall. If the buffer cannot be met, applicant must submit an application for a variance.
5. No auto-oriented commercial use allowed.

PLANNING AND ZONING BOARD'S RECOMMENDATIONS

At their November 5th, 2025 hearing, the Planning and Zoning Board recommended **APPROVAL** of rezoning to M1 with staff's five (5) recommendations.

Background

The applicant is requesting to rezone to the M1 (Light Industry) zoning district on a 5.24-acre lot to allow for light industrial related uses, and outdoor storage. The property is currently used for a landscaping service business. The property owner is actively searching for a new tenant, so there is no proposed use currently. The property owner is considering equipment rental, auto-sales, fleet vehicle rental and parking, landscaping services and a building material use. All seven existing buildings will remain.

Financial Impact

N/A

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

1. Continues to define Norcross' sense of place
2. Maintains a Vibrant Economy and Continue to Facilitate Job Growth

Attachments

1. Staff Report
2. Application

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

AGENDA REPORT

To: Mayor and Council

From: LeDarius Scott, Senior Planner

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-322

Title: RZ2025-004; Consideration of rezoning to BH (Buford Highway) District

CC: Eric Johnson, City Manager

Recommendation

COMMUNITY DEVELOPMENT AND PLANNING DEPT. RECOMMENDATIONS

Based on the analysis of this case, Staff recommends **APPROVAL** of rezoning to BH (Buford Highway District), subject to the following conditions:

1. The property shall be developed in general conformance with the site plan dated receipt 10/26/2021.
2. Limited to office and retail uses only.
3. No auto-oriented commercial use allowed.
4. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited.
5. Dumpsters/trash bins shall be screened per the review and approval of the Community Development & Planning Department.
6. Staff identified variance to allow the placement of an existing approximately 640-square-foot accessory garage on a lot that does not have a rear yard.

PLANNING AND ZONING BOARD'S RECOMMENDATIONS

At their November 5th, 2025 hearing, the Planning and Zoning Board recommended **APPROVAL** of rezoning to BH (Buford Highway), removing conditions #1 and #2.

Background

The applicant is requesting to rezone to BH (Buford Highway) zoning district on a 0.34-acre lot. The applicant is requesting to have the same zoning classification as the five parcels located at the intersection of Magnolia Street and Holcomb Bridge Road, north of Carlyle Street, and east of Buford Highway. The existing, approximately 1,983 square-foot, one (1) story structure will be utilized for a professional office or retail use for one (1) tenant. Hours and days of operation will be standard. The existing approximately 640 square foot accessory garage will be utilized for parking and/or storage. The site has 8 parking spaces according to the applicant. There will be no modifications made to the two (2) existing structures or the site itself. The property has two (2) driveway access points off Holcomb Bridge Road which leads to surface level parking spaces. On the Magnolia Street side of the property is a second entry point to the principal building, which includes off-street parking for two (2) vehicles, one of which is a designated handicap stall.

Financial Impact
N/A

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

Continues to define Norcross' sense of place

Attachments

1. Staff Report
2. Application
3. Letter of Intent
4. Georgia Historic Resources Survey

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

AGENDA REPORT

To: Mayor and Council

From: LeDarius Scott, Senior Planner

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-324

Title: COA2025-027; Consideration of a Historic Demolition and New Home

CC: Eric Johnson, City Manager

Recommendation

COMMUNITY DEVELOPMENT AND PLANNING DEPT. RECOMMENDATIONS

Should the ARB decide to grant approval, Staff recommends the following conditions:

1. The applicant shall recycle the bricks and windows at a minimum and provide documentation of where or who recycled them through presentation of receipt.
2. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval.
3. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing.
4. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

ARCHITECTURAL REVIEW BOARD RECOMMENDATIONS

At their October 21, 2025 Hearing, The Architectural Review Board considered the existing building to be a ***contributing structure*** but could not be feasibly rehabilitated and therefore meets the criteria for demolition. The ARB recommended approval of the historic demolition subject to the following conditions:

1. Brick facade type and color to be submitted for administrative approval;
2. On both left and right elevation the top gable will contain an architectural pediment matching the front elevation architectural pediments;
3. Second story middle window on the left elevation to align with the other second story windows and be 1 over 1 instead of single pane.
4. Trim on second story windows to have consistent dimensions (1x4 or 1x6);
5. Door with pathway to be added on the left side of the rear elevation;

6. The applicant shall recycle the bricks and windows at a minimum and provide documentation of where or who recycled them through presentation of receipt;
7. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval;
8. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing; and
9. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

Background

The applicant proposes to demolish a historic home built in 1920 with the intent of rebuilding a two (2) story, approximately 3,800 square foot, five (5) bedroom, two (2) garage residence on a 0.30-acre lot. The proposed architecture will consist of brick, hardiplank shingle siding and horizontal hardiplank siding on the primary façade, with brick and horizontal hardie plank siding on the side and rear elevations. According to the application, Sea Sand (6885-1) and Balsam Blue (7041-1) are two of the proposed colors for the new residence. The accessory architectural components' colors will be Sea Sand and White. The proposed doors and windows on the first floor will feature brick soldier course headers, with windows on the second floor featuring a trim border. Proposed windows feature diamond grills. The home will feature a six (6) foot deep front porch with 8-inch box columns.

Financial Impact

N/A

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

Continues to define Norcross' sense of place

Attachments

1. Staff Report
2. Application
3. Engineer Report from Michael Quinn and Associates, P.C.
4. Financial Statement
5. Georgia Historic Resources Survey
6. Historic Demolition Questionnaire

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

AGENDA REPORT

To: Mayor and Council

From: William J. Diehl, Thompson, O'Brien, Kappler & Nasuti, PC

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-325

Title: City Council Appeal of ARB Approval of COA2025-037

CC: Eric Johnson, City Manager

Recommendation

Request for Council action to approve as presented, approve with conditions, or deny the Certificate of Appropriateness for 60 Barton Street (the "Property").

Background

This agenda item comes before the City Council as an appeal of the approval of a Certificate of Appropriateness granted by the Architectural Review Board ("ARB") pertaining to the Property. ARB's approval authority is provided by Section 103-5 of the Code of Ordinances. The City Council is an intermediate appellate body for all ARB Certificates of Appropriateness and reviews these appeals *de novo*, meaning that new evidence, testimony, and exhibits can be submitted for the Council's consideration.

A residential housing plan and architectural elevations detailing the construction of a home on the Property were presented by Stan Howington at the ARB's September 30, 2025, meeting. The ARB issued a Certificate of Appropriateness subject to certain conditions. The appeal was timely filed by Brady Rhinehart. Letters supporting his appeal have also been submitted to the Community Development Department and are enclosed.

The City Council is tasked with reviewing the application for its conformance with the City's Architectural and Site Design Standards and the Comprehensive Plan. Those standards provide guidance for site layout, building orientations, and architectural treatments. The standards are design and aesthetic standards. These standards are in addition to and do not replace technical, environmental, and engineering regulations. Such standards will be applied and analyzed when a land disturbance permit is submitted.

The appeal will be heard in a public hearing at the Council's December 1, 2025, meeting, where the appellant, applicant, and the public will be offered the opportunity to present their arguments and evidence for and against approval. This policy work session may be used by Council to obtain

technical or procedural information from staff if desired. The City Council must render a decision on the appeal within thirty (30) days of the public hearing.

Financial Impact

Not applicable

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

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

Attachments

ARB Agenda Packet
ARB Minutes (draft)
Appeal Letter
Letters of Support

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

AGENDA REPORT

To: Planning & Zoning Board

From: Helen Balch, AICP
Community Development & Planning Director

Meeting Date: November 17, 2025 – Amendment to the Unified Development Ordinance

Item No.: 2025-330

Title: Amendment to the Unified Development Ordinance

CC: Eric Johnson, City Manager
Tracy Rye, AICP, Assistant City Manager

Recommendation
Staff recommends review of several proposed changes to the Unified Development Ordinance (UDO). Items to be removed are in red strike through, items to be added are in bold, underlined italics and highlighted in yellow on the attached documents.

Planning & Zoning Board Recommendation

Approval of sections:

Chapter 100 General and Administrative Provisions, Article III. Review Authority

Chapter 100 General and Administrative Provisions, Article IV. Procedures

Chapter 200 Land Use and Zoning, Article I, Division 2

Chapter 200 Land Use and Zoning, Article II Supplemental and Accessory Use Standards

Chapter 200 Land Use and Zoning, Article IV Sign Regulations

Chapter 200 Land Use and Zoning, Article VI Nonconforming situations

Table of sections:

Chapter 100 General and Administrative Provisions, Article II. Definitions

Chapter 200 Land Use and Zoning, Article II Supplemental and Accessory Use Standards:

Sec. 202-2 Supplemental use standards(aa)(3)

Chapter 200 Land Use and Zoning, Article III Parking and Loading

Background
The Community Development and Planning Department continues its ongoing effort to improve the clarity and usability of the Unified Development Ordinance (UDO). The proposed amendments focus on refining definitions, updating procedural standards, and clarifying existing regulations.

Amendments are proposed to the following sections of the UDO:

Chapter 100 General and Administrative Provisions, Article III. Review Authority

Sec. 103-9(c) ZBA rules and standards

Clarify time the Community Development & Planning Department must publish and post notifications regarding a variance application, from 15 days to 30 days.

Chapter 100 General and Administrative Provisions, Article IV. Procedures

Sec. 104-3(d) Administrative Action Process

Clarify note #3 that the Zoning Administrator is responsible for reviewing demolition only when the property is within the historic district.

Sec. 104-6(l)(2) Quasi Judicial Review

Edit the days the department must provide an appellate board decision to the applicant from three (3) days to five (5) days.

Sec. 104-7(a) Administrative Variances

Include additional circumstances that call for an administrative variance under (a)(2) such as compact spaces, excess parking, new construction of a new porch or modifications to an existing porch, and roof mounted solar panels outside the historic district.

Chapter 200 Land Use and Zoning, Article I, Division 2

Sec. 201-6(b) R-100 single family residence lot development standards

Adding "Accessory Dwelling Unit" to Lot Development Standards; Minimum setbacks to refer to Section 202-3(b) for applicable development.

Sec. 201-7(b) R-75 single family residence lot development standards

Adding "Accessory Dwelling Unit" to Lot Development Standards; Minimum setbacks to refer to Section 202-3(b) for applicable development.

Sec. 201-8(b) R-65 single family residence lot development standards

Adding "Accessory Dwelling Unit" to Lot Development Standards; Minimum setbacks to refer to Section 202-3(b) for applicable development.

Sec. 202-3 Accessory uses or structures

Adding language to the accessory dwelling unit (ADU) subsection to clarify and expand existing requirements. These updates are intended to improve the clarity, enforceability, and design consistency of ADUs within residential districts.

Chapter 200 Land Use and Zoning, Article IV Sign Regulations

Sec. 204-5 Signs exempt from having a permit

The addition to item #7 is to clarify that signs which comply with the specific standards outlined in Section 204-18 are automatically exempt from permitting requirements under this section. The amendment provides consistency across the sign regulations, eliminates potential conflicts between sections, and ensures that sign types explicitly regulated in Section 204-18 are treated uniformly.

Sec. 204-12 Temporary signs

Revise this section to clarify that the banner size allowance for temporary signs (up to 32 square feet) applies to institutional uses located within residential zoning districts, such as places of worship and schools.

Chapter 200 Land Use and Zoning, Article VI Nonconforming situations

Sec. 206-8(b) Exceptions

Modify language to include "and uncovered" in Permitted encroachments upon required setbacks. The amendment clarifies the intent of the existing provision by distinguishing between covered and uncovered structures.

Proposed to be Tabled:

Chapter 100 General and Administrative Provisions, Article II. Definitions

Sec. 102-2 Defined terms

Add definition for Service Bay (within an automobile repair facility)

Chapter 200 Land Use and Zoning, Article II Supplemental and Accessory Use Standards

Sec. 202-2 Supplemental use standards(aa)(3)

Adding language to include CX Community Mixed Use and BH Buford Highway zoning districts to subsection (aa)(3).

Chapter 200 Land Use and Zoning, Article III Parking and Loading

Sec. 203-9 Parking. Minimum Number of spaces required

Revise the minimum number of parking spaces for auto repair to 2 per repair station for uses including: motor vehicle repair shop; motor vehicle (auto) sales and rental; motor vehicle sales and service: trucks and heavy equipment; motor vehicle service and fuel station.

Financial Impact
N/A

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

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

Attachments

UDO Chapter 100 & 200 changes

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

AGENDA REPORT

To: Mayor and Council

From: Bill Grogan, Chief of Police

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-328

Title: Public Safety Building – Motorola 911 Radio Equipment Agreement

CC: Eric Johnson, City Manager

Recommendation

Approve an agreement with Motorola to move/upgrade/add 911 radio equipment in the new public safety building, subject to legal's review and approval.

Background

On July 7th, 2025, Council approved funding for FFE (furniture, fixtures, equipment) in the new building. Included in the FFE budget was $265,000 for moving/upgrading Motorola 911 radio equipment. The final cost is slightly below that at $257,703.24. Support Services Manager Taylor Johnson obtained approval from Gwinnett County E911/Finance to reimburse the full amount.

Financial Impact

None. We will pay the invoice then submit it to Gwinnett County for reimbursement with proof of payment and installation.

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

Attachments

1) Motorola Agreement
2) Reimbursement approval letter from Gwinnett County

Update

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

AGENDA REPORT

To: Mayor and Council

From: Andre M. Gima, Chief Information Officer

Meeting Date: November 17, 2025 Policy Work Session (PWS)

Item No.: 2025-281

Title: GEMA Cybersecurity Grant Opportunity

CC: Eric Johnson, City Manager

Recommendation
Request approval to move forward with accepting the previously awarded FY22 State and Local Cybersecurity Grant Agreement between the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) and the City of Norcross in the amount of $417,000.

Background
The FY22 State and Local Cybersecurity Grant Program (SLCGP) was the first-of-its-kind initiative by the Department of Homeland Security (DHS), administered collaboratively with the Cybersecurity and Infrastructure Security Agency (CISA) and the Federal Emergency Management Agency (FEMA). Our Georgia Emergency Management Agency (GEMA) and the Department of Homeland Security are the approved state administrative agencies of Georgia through which the City of Norcross applied for the grant. The total program funding is spread across the four fiscal years (FY 2022 – FY 2025).

The City's previous IT Director applied for and was awarded a cybersecurity grant to support enhancements to the City of Norcross's IT infrastructure. The awarded grant operates on a 90/10 reimbursement structure, meaning the City must initially fund the full $417,000 in project costs.

Upon completion of all work, including equipment purchase, installation, and configuration, the City will be reimbursed for 90% of eligible costs ($375,300). The remaining 10% ($41,700) represents the City's required contribution toward the project.

Financial Impact
The City will need to allocate the full $417,000 upfront to initiate the project and later submit documentation for reimbursement of the 90% portion. The City's net cost will be $41,700, representing its 10% match.

This approach ensures the City can strengthen its cybersecurity infrastructure with significant financial support from state and federal resources, while maintaining compliance with the grant's reimbursement terms.

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

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

Attachments
State and Local Cybersecurity FY22 Grant Agreement
MOU between GEMA Homeland Security and Norcross

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

AGENDA REPORT

To: Mayor and Council

From: Bruce Gaynor, Councilmember
Jim Trupiano, President of Norcross Power

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-326

Title: Residential Decorative Streetlighting

CC: Eric Johnson, City Manager

Recommendation

Business as usual. Continue to replace decorative streetlights with like LED fixtures (We replace acorn with acorn and colonial with colonial). Install light blocking shields on all new residential LED decorative streetlights to focus the brighter LED light away from homes and towards the street. Norcross Power tries to be flexible and accommodate residential requests and preferences between acorn and colonial decorative streetlights when there is minimal to no additional material or labor cost, and it provides a consistent look for an entire roadway.

Background

There are approximately 360 decorative streetlights located on City of Norcross maintained roads. Additionally, we have decorative streetlights in Thrasher Park and Lillian Webb Park. Decorative acorn streetlight fixtures are consistent throughout downtown Norcross and both parks. There is currently a mix of colonial style and acorn style decorative streetlight fixtures in residential neighborhoods. (See attached pictures differentiating acorn and colonial streetlights)

Residents across the country have been adjusting to brighter LED streetlights in residential areas now that High-Intensity Discharge (HID) streetlights are no longer available. Norcross Power has been consistent with other utilities by trying to minimize the kelvins, lumens and wattage to assist residents with the transition. In addition, we are now using tempered glass and installing shields inside the fixtures to block bright lights from the front of homes. In response to feedback from the residents on Dogwood Walk Lane, we recently completed a 2-week pilot where we installed 8 acorn lights with shields inside the globe. We were able to bend the shields inside the round globe, which provided additional light blockage for homes located on a higher elevation from the street.

Norcross Power leverages ECG's volume procurement agreements to order decorative streetlights. We currently order acorn and colonial style fixtures. They are similar in cost for material and labor to install.

Financial Impact

No financial impact to existing streetlight maintenance and LED replacement initiative.

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

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

1. Pictures of Decorative Streetlights

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

AGENDA REPORT

To: Mayor and Council

From: Jon Robinson, Finance Director

Meeting Date: November 17, 2025 Policy Work Session (PWS)

Item No.: 2025-319

Title: Accept and Appropriate Grant Funds – Norfolk Southern

CC: Eric Johnson, City Manager

Recommendation To accept and appropriate grant funding in the amount of $30,000.00 received from Norfolk Southern to complete two City of Norcross Historic Downtown Enhancement projects: 1. Skin Alley Improvements and 2. Cultural Arts Center Improvements.

Background In September 2025, the City was awarded through the Public Works department grant funds from Norfolk Southern Corporation. Per the agreement of the Grant, these funds should be used for direct programs or project support only (i.e., the grant funds should not be used towards expenses such as salaries, overhead, rent, or utility bills). The Director of Public Works has estimated cost for each project to be as follows: $20,000.00 – Skin Alley Improvements and $10,000.00 – Cultural Arts Center Improvements.

Project justification for the Grant award is to install an automated crossing arm with decorative stone or brick around the base to close Skin Alley instead of using planters. Also includes enhancing some landscape and beautification, adding 2 benches and pavers. Remaining funds will be used to repair exterior areas to the Cultural Arts Center.

Financial Impact This grant of $30,000.00 will support cost estimates for the projects mentioned above. We request appropriation of funds to increase the project budgets as outlined in the attached titled "Budget Amendment/Appropriation".

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
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Attachments

Grant Funding Approval
Grant Request from NFS RR-Norcross
Budget Amendment/Appropriation

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

AGENDA REPORT

To: Mayor and Council

From: Jon Robinson, Finance Director

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-327

Title: Amendment to Purchasing Provisions within the Norcross Code of Ordinances and Financial Policy

CC: Eric Johnson, City Manager

Recommendation Adopt the attached updates/revisions to the City of Norcross Financial Policy, Section III – Purchasing and the attached amendment to the City Code of Ordinances to amend provisions related to Chapter 16, Article III – Purchasing and Contracts

Background The City, like most local government jurisdictions in the state, rely on Procurement laws and regulations to purchase goods and services of the highest quality at the best possible price. This objective can only be accomplished if all departments are familiar with proper purchasing policies and procedures as required by law and local guidelines. Additionally, it is best practice to review the City's policies and procedures from time to time and make amendments as necessary to ensure its policies and procedures remain in compliance with state and local statues. The City has not completed a review or amendments to the policies or procedures since 2015. These amendments are recommended to remain compliant, ensure the City's procedures are relevant to current business operations and technology, and effectively manage risks.

Financial Impact None

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

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
6. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments
Amended – PART III (Purchasing) Policy – City of Norcross

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

AGENDA REPORT

To: Mayor and Council

From: Len Housley, Public Works Director

Meeting Date: November 17, 2025 – Policy Work Session

Item No.: 2025-318

Title: Brick Paver Repair on Jones St. and South Peachtree St.

CC: Eric Johnson, City Manager

Recommendation
Council approves a cost-effective approach for resetting of brick pavers on Jones St. and South Peachtree St. due to uneven areas.

Background
We have sinking and uneven brick pavers all around the Historic Downtown Area. PW has been spot fixing these areas and some areas have been repaired by vendors. This brick paver work was done many years ago. There are many areas that require to have the brick pavers completely removed, filled, and reset with new aggregate. On October 14, we did a walk-thru with Curb Tech (our on-call vendor) to assess scope. The total cost estimate for all areas is $110,000.00 based on the phased approach below:

- Phase 1: Jones Street from Wingo to College Street. This would end at the Brick Paver Pedestrian Crosswalk at the intersection of Jones and College. This crosswalk is also sinking and uneven.
- Phase 2: South Peachtree Street from Jones to Holcomb Bridge
- Phase 3: South Peachtree Street from Holcomb Bridge to Carlyle. The Brick Paver Crosswalk at Carlyle is sinking and uneven.

We also received a cost per linear foot to repair areas of most concern that are uneven and sinking. These areas identified total $10,000 to $12,000. This is the recommended COA.

Financial Impact: $12,000 using Sidewalk Maintenance Budget, 100-5.4100.522205.

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

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

Attachments
None

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

Agenda Report

To: Mayor and Council

From: Mayor Pro Tem Marshall Cheek

Meeting Date: November 17, 2025 Policy Work Session (PWS)

Item No.: 25- 7453

Title: Ability To Vote On Select Items At Policy Work Sessions

CC: Eric Johnson, City Manager

Recommendation: Direct the City Manager and City Attorney to bring back a recommendation on ordinance changes that would allow the City Council to vote on select items at its monthly Policy Work Session rather than carry them forward to the monthly Regular Mayor and Council Meeting or hold a special called meeting for the same purpose.

Background Some items brought before the City Council for approval are routine in nature and may not warrant a discussion at the monthly Policy Work Session followed two or three weeks later by approval at the Regular Mayor and Council meeting without further discussion (i.e., approved on the Consent Agenda). Section 2-36. – Rules of Procedures identifies the purpose of both a Policy Work Session (Sec. 2-36 (b)(1)), and a Regular Mayor and Council meeting (Sec. 2-36 (b)(3)). The Regular Mayor and Council meeting is "the only meeting (other than a special called meeting) that official actions are taken." In the absence of changing Section 2-36 to allow voting at the Policy Work Session, the City would need to schedule special called meetings to facilitate votes on what Section 2-36 (4) allows for "time sensitive" issues. There are items that may not be considered "time sensitive" but are non-controversial, are determined by Mayor and Council not to require policy consideration, but simply require approval by vote of the City Council and for which delay in approval is deemed unnecessary.

Financial Impact: None.

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

UPDATES: Attached are drafts of the ordinance revisions which allow for voting at PWS on certain limited subjects. The amendments also remove some uncertainties regarding the parliamentary procedure applicable to Mayor and Council meetings while preserving the general rhythm of council meetings.

Attachments
Ordinance for 2-36 Amendment

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Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

AGENDA REPORT

To: Mayor and Council

From: Councilmember Josh Bare

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-323

Title: Policy on Use of Artificial Intelligence (AI)

CC: Eric Johnson, City Manager

Recommendation: Direct the City Manager, working with the City Attorney, to develop a proposed policy for Council consideration on the use of Artificial Intelligence (AI) by City employees.

Background: AI is increasingly being used in the workplace. City Council should provide policy direction on what AI tools can be used, by whom, and for what purposes. As a start, direction should be given that employees do not use a free version of AI.

Financial Impact: N/A

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

Attachments: N/A

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

AGENDA REPORT

To: Mayor and Council

From: Councilmember Bruce Gaynor

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-329

Title: Adopt Publication of News and Newsletters using RoughDraft Publication

CC: Eric Johnson, City Manager

Recommendation: Approve a change in the City's newsletter publication to a set of mailed and online materials distributed by RoughDraft in lieu of the current monthly newsletter and authorize the Mayor to sign an agreement.

Background: RoughDraft produces communications materials for several communities in Fulton and Dekalb (Tucker, Dunwoody, Brookhaven, Sandy Springs, and Buckhead) with a total circulation of 63,000. Materials include online weekly updates, a combined (all jurisdictions) monthly mailed publication that contains articles for each community written by writers assigned by RoughDraft, and an advertisement of monthly City events purchased by the City, as well as the opportunity for the City to produce a newsletter that can be inserted in copies of a monthly RoughDraft mailed to City residents. The online material, monthly report, and quarterly insert will be badged for Norcross.

The proposed change will replace the City's monthly newsletter distributed with electric bills and to those who have signed up for mailed distribution, and which the City posts online in English and Spanish. The RoughDraft materials will be available online as well.

An initial proposal by RoughDraft anticipates distribution to about 4,000 Norcross households using carrier route mailing, and provision of 500 additional copies to be distributed through designated retailers.

Additional details to the proposed agreement are being discussed, such as the circulation within Norcross.

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Councilmember: Matt Myers • **Councilmember:** Bruce Gaynor • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: November 17, 2025 Policy Work Session (PWS)

Item No.: 25-7365

Title: Monthly report on Requests and Inquiries - October PWS

Recommendation Receive monthly report from City Manager regarding Mayor and Council requests/inquiries.

Background At the June 2025 Policy Work Session, it was suggested that the City Manager schedule a monthly agenda item to be discussed at the end of the agenda identifying individual requests and inquiries from the Mayor and from individual City Councilmembers. A list will be provided for discussion at the meeting. The format/software used to produce and track the list may change over time.

Financial Impact: No added cost is anticipated.

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

Next Steps A list will be provided monthly at the Policy Work Session.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

Meeting Agenda

Tuesday, September 30, 2025
6:00 PM

2nd Floor Conference Room

Architectural Review Board

Jeff Hopper, Chair
Bill McLees
Barbara Grayson
Naim Harrison
Hugh Cooper

A. Call To Order

PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES

B. Minutes Approval

C. New Business

1. 25-7457 **COA2025-040 704 Dogwood Circle**

   Consideration of a Garage/Accessory Dwelling Unit

   COA2025-040 Staff Report

   COA2025-040 Application

2. 25-7458 **COA2025-040 60 Barton Street**

   Consideration of New House.

   COA2025-037 Staff Report

   COA2025-037 Application

3. 25-7459 **COA2025-043 505 Cochran Drive**

   Consideration of New House.

   COA2025-043 Staff Report

   COA2025-043 Application

4. 25-7460 **COA2025-044 76 Buchanan Street**

   Enclosure of Existing Side Porch/Addition

   COA2025-044 Staff Report

   COA2025-044 Application

D. Additional Input

E. Adjourn

Signed by _____ **Jeff Hopper, Chair**

Signed by _____ **, LeDarius Scott, Senior Planner**

Department of Community Development

TO: Architectural Review Board
FROM: LeDarius Scott
DATE: September 30, 2025
SUBJECT: COA2025-040 60 Barton Street
CC:

Please review attached Staff Reports and supporting documents for submitted application.

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Meeting Date: 09/30/2025 at 6:00 PM

Petition Number: COA2025-037

Project Type:	Consideration of a New House
Property Location:	60 Barton Street
Tax Parcel ID:	6254 620
Petitioner:	Stan Howington
Petitioner's Request:	Consideration of New House

Vicinity Map:

City of Norcross Architectural Review Board Meeting for September 30, 2025, at 6:00

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

PROPERTY INFORMATION	
Property Location	60 Barton Street
Acreage:	0.36 acres
Existing Lot Dimensions:	Lot frontage along Buchanan Street: 150.39 feet Lot frontage along Barton Street: 104.42 feet Lot Depth: 151.25 feet
Existing Building Dimensions:	N/A
Topography:	High Point: 1,044 Low Point: 1,064
Elevation:	High Point: Northern side Low Point: Southern side
Encumbrances:	N/A

Project Description

The applicant seeks to build a one (1) story residence which includes a basement and two garages, one on each side of the home on a 0.36-acre lot. The proposed four (4) bedroom home will consist of hardi-board and batten cement siding, and stone veneer architecture.

Floor plans

There is unfinished space shown on the proposed floor plan for the basement, which appears to be an internal accessory dwelling unit, but the application was submitted on 7/13/2025 prior to the accessory dwelling unit moratorium that was enacted on August 4, 2025.

Site Plan

1. The proposed site plan shows the proposed footprint of the home. The proposed home is situated on a corner lot, requiring a double front setback of 50 feet adjacent to both Barton Street and Buchanan Street. The front yard exceptions outlined in Code Section 206-8 may apply to the Barton Street front yard setback, which is proposed to be 29 feet. The front setback adjacent to Buchanan Street qualifies for an administrative variance since the proposed setback falls within the 10-foot threshold, which can be approved by staff with written notarized consent of adjoining property owners. The home complies with the side yard setback requirements adjacent to the southern and eastern property lines.
2. There is a proposed seven (7') foot landscape buffer adjacent to the eastern property line and 155 Buchanan Street.
3. To address the impervious coverage challenges, the applicant proposes pervious pavers for the driveway off Buchanan Street, which keeps the coverage at the maximum allowed 35 percent.
4. Per Code section 401.41(d), Driveway Design Standards, developments shall be limited to one driveway access. on City maintained roadways. Additional driveways may be permitted subject to the review and approval of the Public Works Department. Per the City Engineer. The applicant is proposing two access point off Buchanan Street.
5. The retaining wall along Barton Street has been constructed using soldier piles and timber lagging. Each section functions independently and may be removed. But the wall is old

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

and there are no specifications, the developer should hire a professional engineer to evaluate the wall and determine whether removing a section or sections would affect the structural integrity of the wall.

6. When the developer initially subdivided the parcel tract, he proposed to use a shared driveway for all the newly created parcels off Buchanan Street, to avoid breaching the wood timber retaining wall along Barton Street. Staff is unsure what led to the change in plans to continued access.

Landscape Plan

The applicant will be required to install the tree density units as specified by the Arborist as well as all other landscaping and foundation plantings as required by the Architectural Design Standards and the Unified Development Ordinance, if applicable. It appears that the paver driveway may impact the critical root zone of the trees that are proposed to be saved. Further evaluation of the driveway and site plan by both the City Engineer and Arborist will occur during plan review at the permitting phase.

Pervious Pavers

Management of the use of pervious pavers is continuous to ensure that materials do not compact and cause more issues with runoff. Further review by the City Engineer will be necessary for successful management of stormwater runoff and additional measures for site development may be necessary.

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

Applicable Building Standards:

3.5.3.1 All residential construction shall include a combination of architectural treatments, such as brick or stone masonry, stucco, wood, or other durable materials. If masonry materials are used a minimum of (3) three facades must use the masonry material.

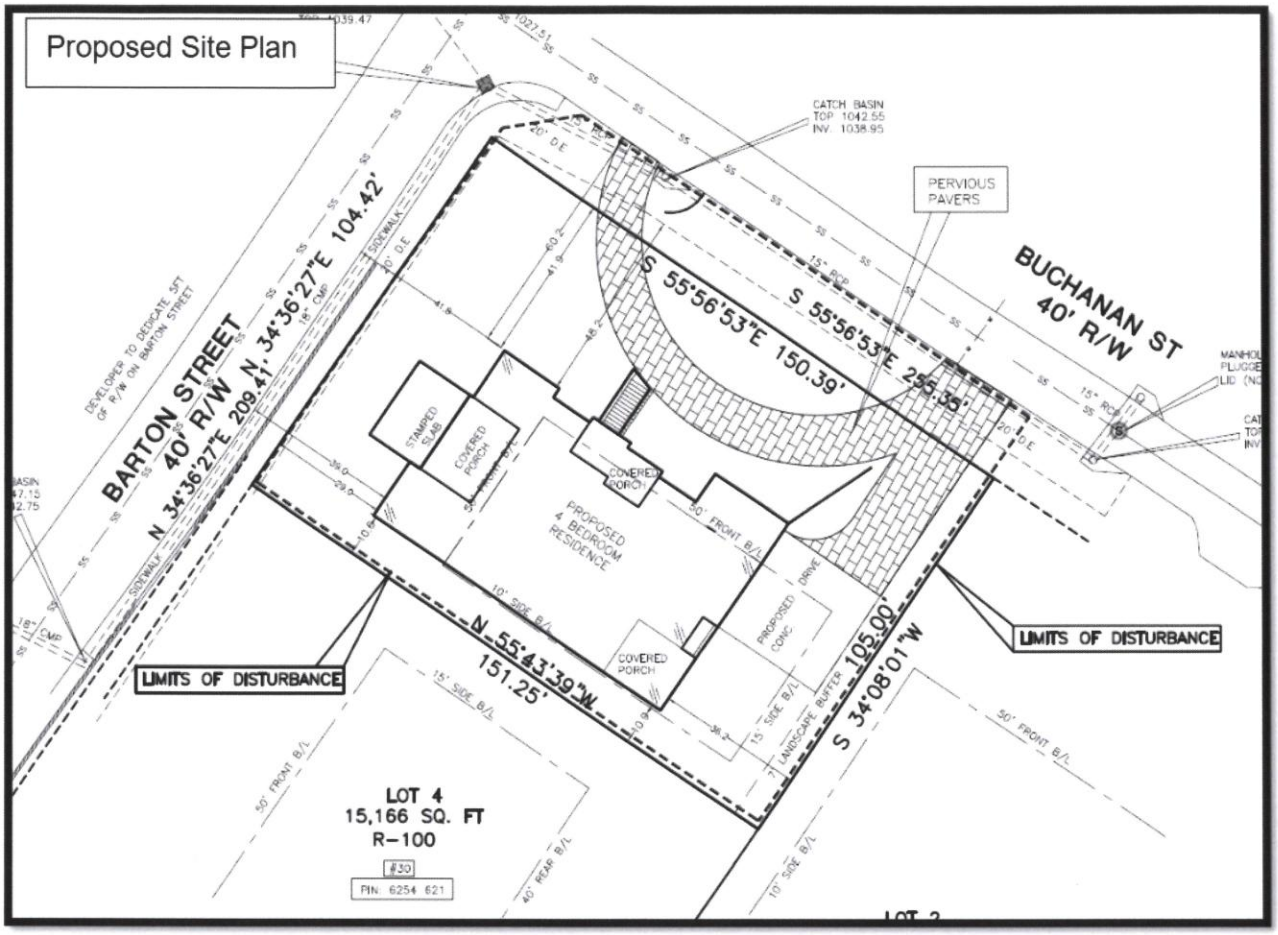
3.5.1.9 Approved building materials include brick, stone, wood, and wood shakes/shingles.

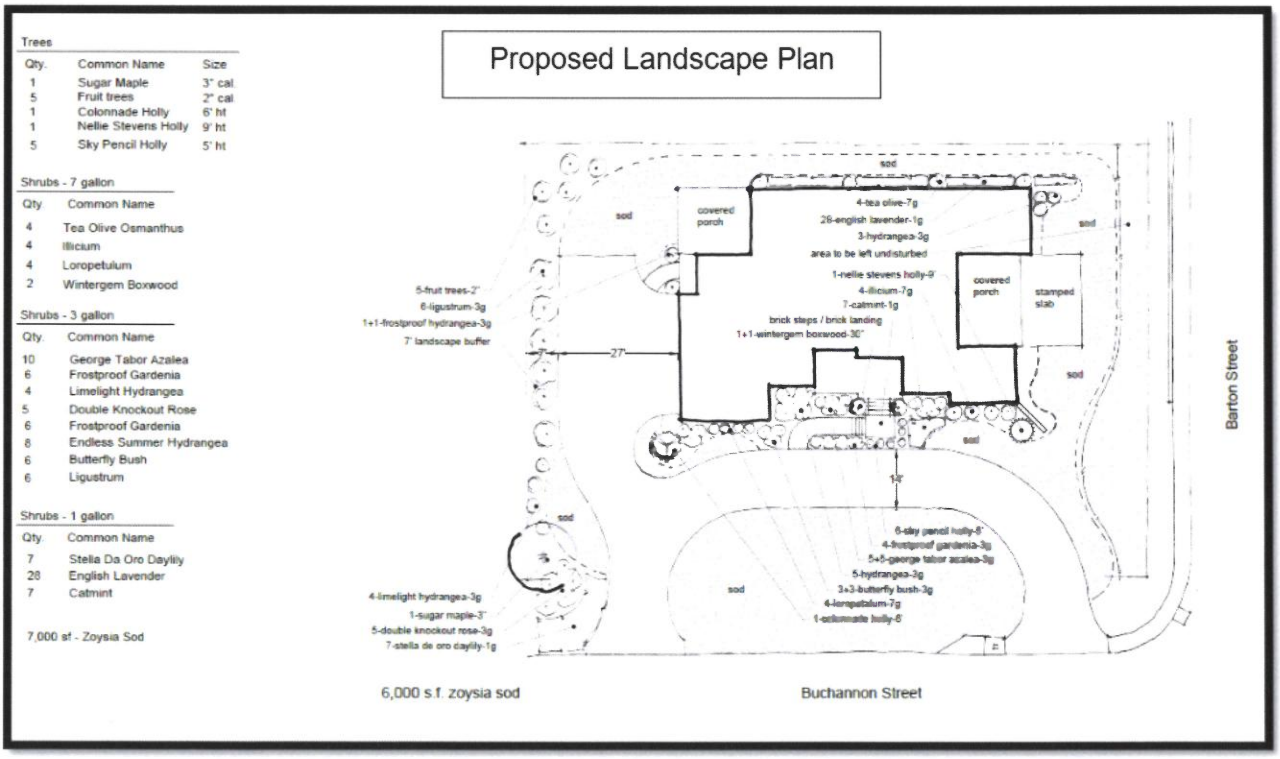
3.5.1.25 All construction shall include a combination of architectural treatment of brick or stone masonry, stucco, wood, or other durable materials.

3.5.3.2 The reveal (exposed portion) of siding will be a minimum of four inches and shall not exceed six (6) inches.

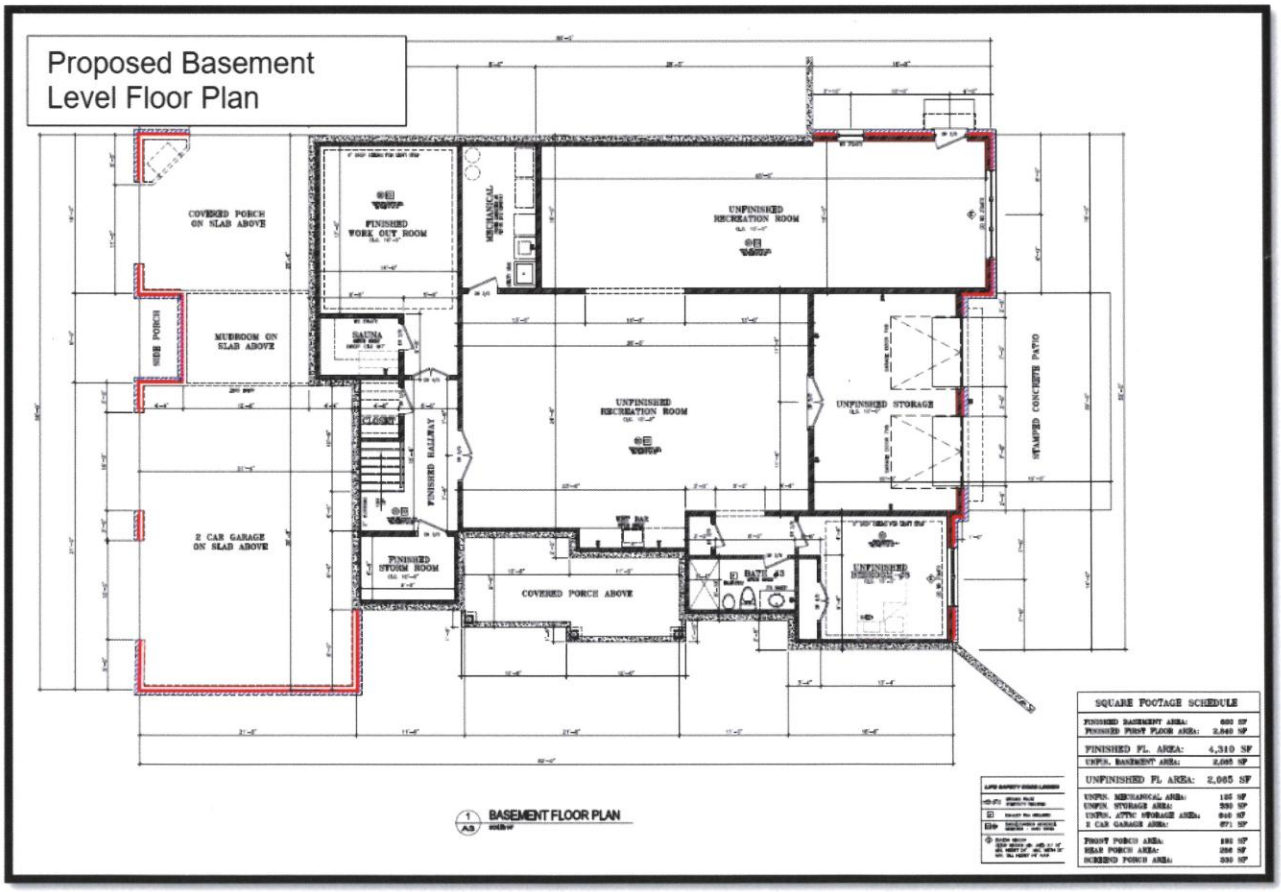
3.5.3.3 Corner boards should have the same width and depth as the siding reveal, and are not permitted to be greater than two inches of the siding reveal, or less than one inch of the siding reveal.

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)





Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)



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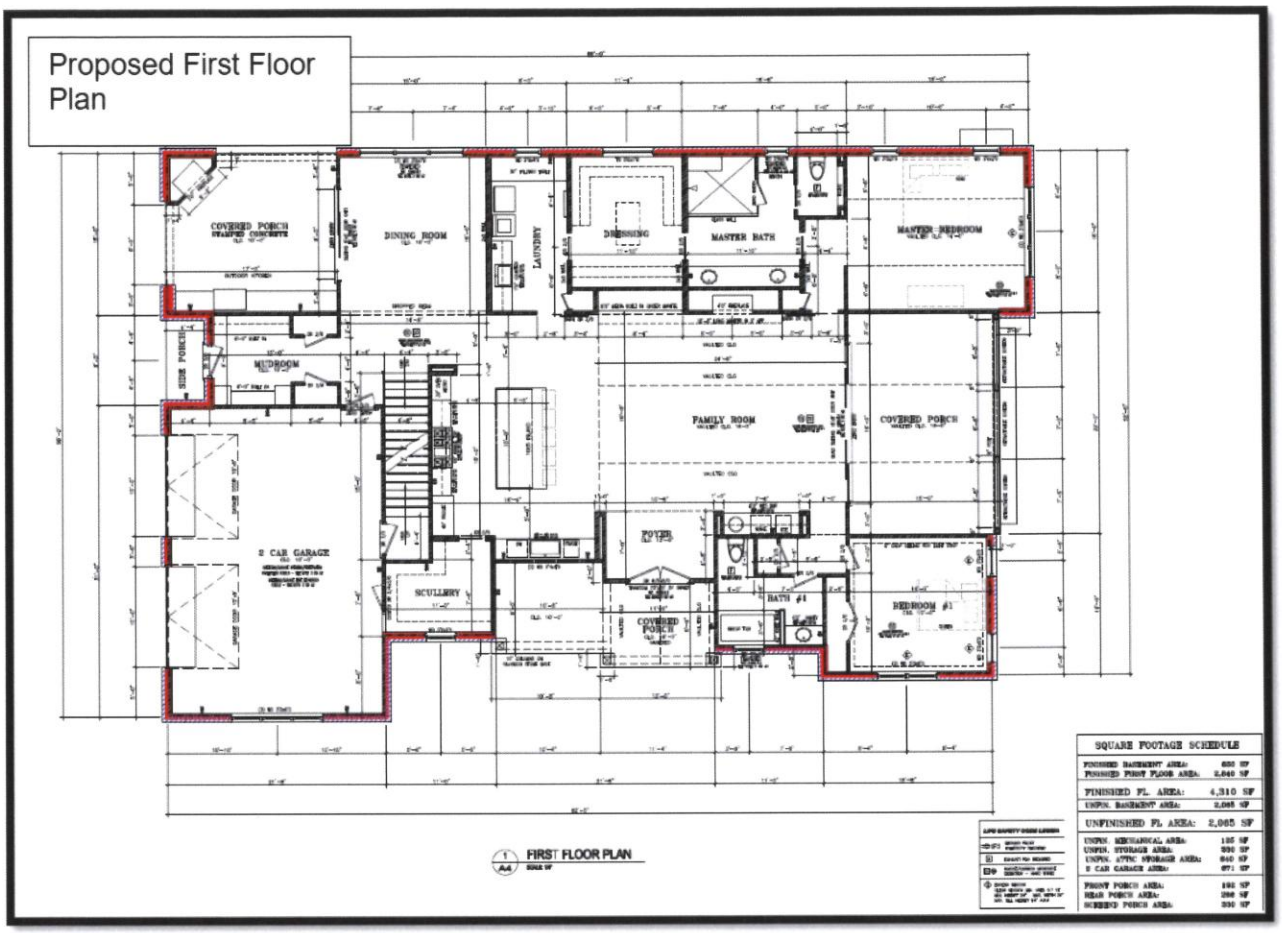
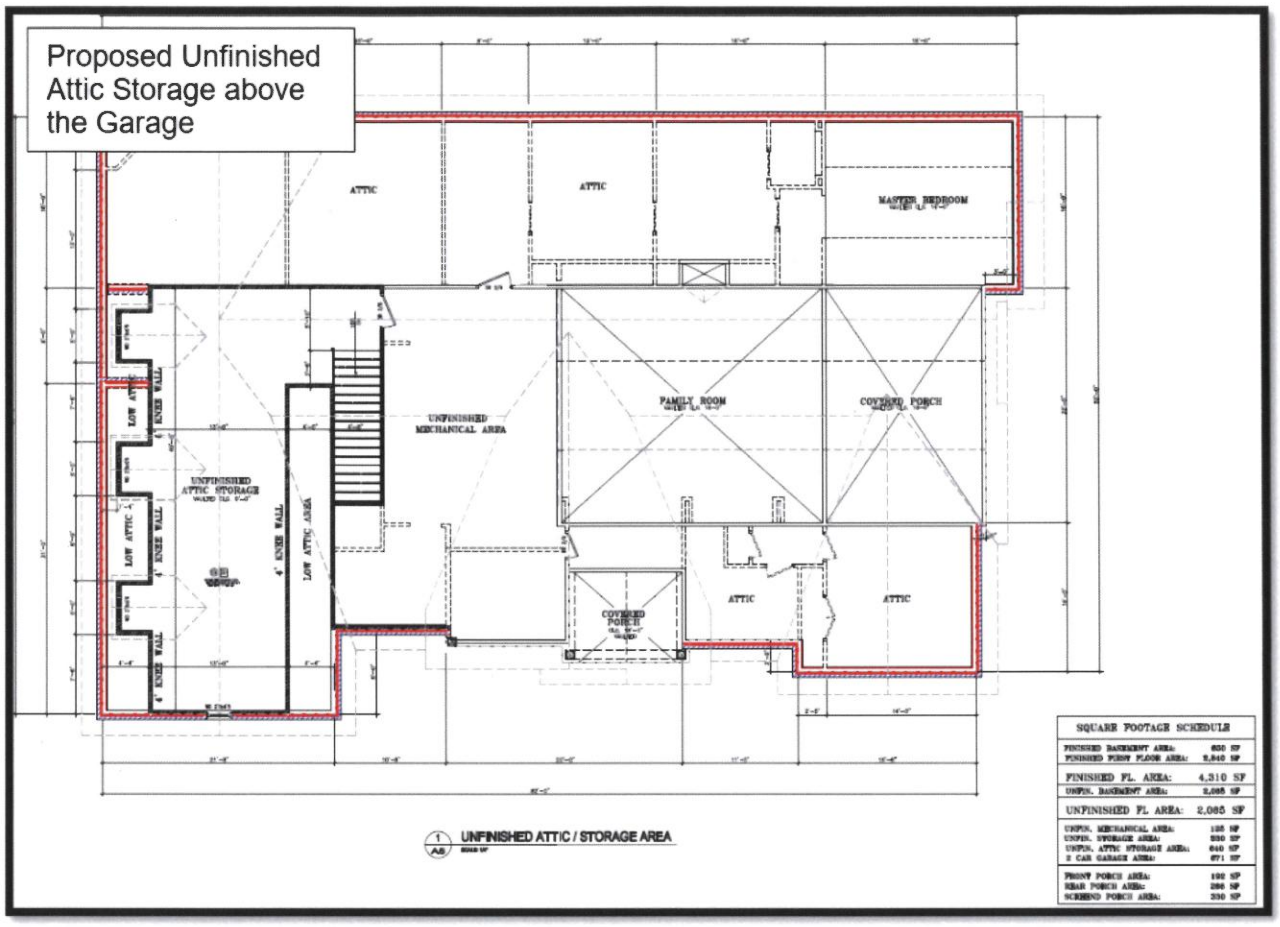


Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

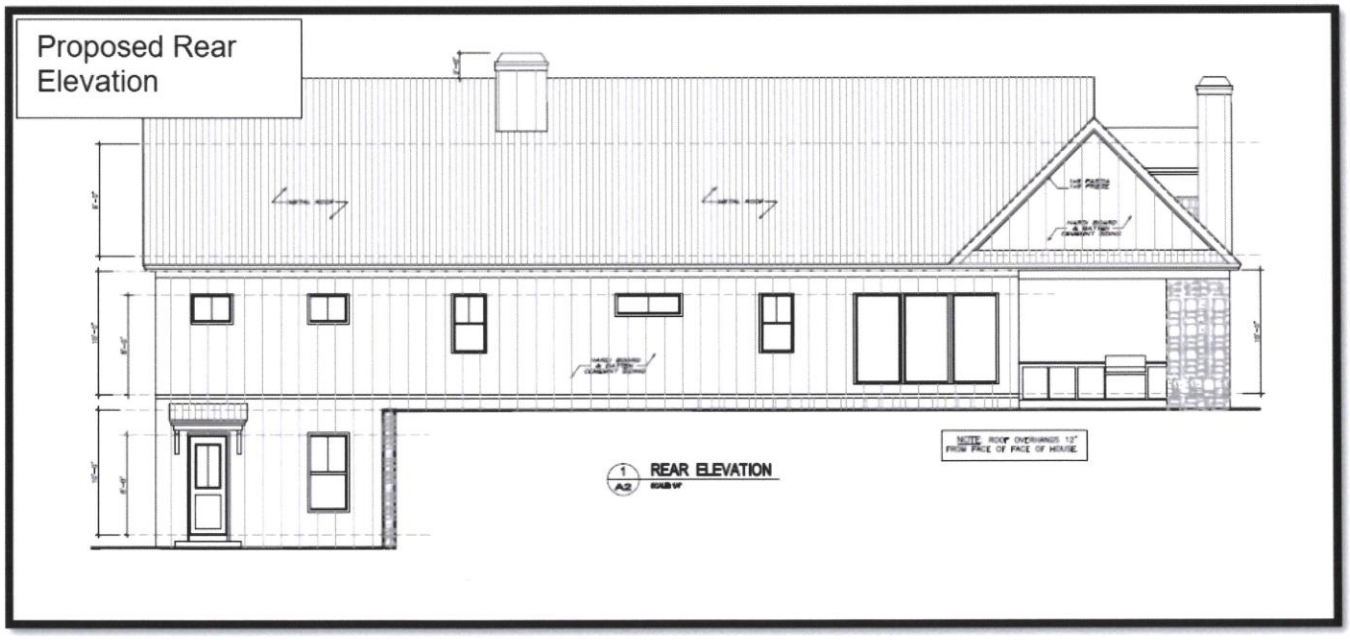


Square Footage Breakdown

FINISHED BASEMENT AREA:	650 SF
FINISHED FIRST FLOOR AREA:	2,840 SF
FINISHED FL. AREA:	**4,310 SF**
UNFIN. BASEMENT AREA:	2,065 SF
UNFINISHED FL AREA:	**2,065 SF**
UNFIN. MECHANICAL AREA:	125 SF
UNFIN. STORAGE AREA:	330 SF
UNFIN. ATTIC STORAGE AREA:	640 SF
2 CAR GARAGE AREA:	671 SF
FRONT PORCH AREA:	192 SF
REAR PORCH AREA:	266 SF
SCREEND PORCH AREA:	330 SF

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

Description of Proposed Front Elevation: The proposed front elevation's architecture consists of hardi board and batten cement siding, along with stone veneer. The proposed roof is metal and there is a truss above the main entrance. The proposed columns are 10". There is one center double gable and single gables on each side.



Description of Proposed Rear Elevation: The proposed rear elevation's architecture consists of hardi board and batten cement siding along with a fenestration of windows and a chimney on the roof. The basement level is shown with a window and door with an awning. Stone veneer and a chimney is situated off to the right side of the proposed rear elevation.

Discussion Item for Rear Elevation: Provide architectural details for the awning.

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

Description of Proposed Left Elevation: The proposed left side elevation shows hardi board and batten cement siding and stone veneer. A two (2) car garage and a porch is shown here along with three (3) dormer windows on the attic level. A chimney made of hardi board and batten cement siding is also shown here.

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

Description of Proposed Right Elevation: The proposed right-side elevation shows hardi board and batten siding cement siding and stone veneer. The basement level shows a two (2) car garage with an awning attached with brackets and windows. The first floor or main level shows a covered/screen in porch and windows.

Discussion Item for Proposed Right Elevation: Provide architectural details for the awning.

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

Recommendations

Should the ARB decide to grant approval, Staff recommends the following conditions:

1. City Arborist to approve final landscape plan;

2. City Engineer to approve final driveway, which shall be limited to one driveway access off Buchanan Street per Code Section 401.41(d), Driveway Design Standards; unless otherwise approved by the City Engineer during plan review and permitting.

3. Any future conversions of unconditioned space into conditioned space will require a permit;

4. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval;

5. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing; and

6. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

Attachment: COA2025-037 Staff Report (25-7458 : COA2025-037 60 Barton Street)

NORCROSS
a place to imagine

Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

JOB LOCATION		
Job Site Address: 60 North Barton ST	Lot # 3	Tax Parcel ID: 6-254-620

LANDOWNER OF RECORD

If applicant is not the owner, as listed on the property deed, a letter from the owner authorizing the proposed work must be included along with the owner's phone number and address.

Name: Mathew Wengler	Phone: 404-903-6091		
Address:	City:	State:	Zip Code:

APPLICANT

Applicant Name: Stan Howington	Phone: 678-758-3828		
Company Name: SCH Properties, Inc	Email: stanhowington@schproperties.net		
Address: 704 Dogwood Circle	City: Norcross	State: GA	Zip Code: 30071

DESCRIPTION OF PROJECT

Project Type □ Residential □ Commercial □ Industrial □ Other project

Briefly, yet accurately, describe all new construction, alterations, repairs or other changes to the exterior appearance or site for the property under consideration. Use additional pages as needed:

Construction of a new home

STATEMENT

Has this property been before the Mayor and Council, Downtown Development Authority, Architectural Review Board, Board of Appeals or Board of Planning and Zoning within the last 24 months?

☐ Yes ☑ No

If yes, please list the board and reference number:

OWNER'S SIGNATURE

Signature: Mat Wengler Date: 3 June 2025

NOTE: Please submit electronic copies online of site plan, landscape plan, floor plans, paint palettes, as well as photos for all proposed building materials, light fixtures, windows, and doors, along with this application form by creating an account with https://eplansolution.com/norcrossga Hard copies of application materials will not be accepted.

REVISED JAN 2024

Attachment: COA2025-037 Application (25-7458 : COA2025-037 60 Barton Street)

NORCROSS
a place to imagine

Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

Foundation Type: (Circle One)		
Slab	Crawl Space	Basement
Building Dimensions:		
Width: 8656	Length: 56	Height * 34
Area Dimensions:		
First Floor: 2840	Second Floor: 0	Third Floor: 0
Basement**: 2715	Front Porch: 266	Rear Porch: 266
Patio: 330	Garage: 671	
Primary Roof System: (Circle One)		
Gable	Hip	Grambel
Mansard	Jerkinhead	Flat
Saltbox	Shed	Other:
Roof Pitches:		
Primary Roof Pitch: 9/12		
Secondary Roof Pitch: 12/12		
Additional Roof Pitch: 5/12		
Floor and Elevation Plan information to be included on each		
Street Address and Lot Number	Scale with scale bar	Scaled measurement for each floor level and building elevation
Site Plan and Landscape Plan information to be included on each		
Scale with scale bar and North Arrow	Building and driveway foot print	HVAC and utility equipment
Location and type of plantings	List of planting materials	
*Height of building means the vertical distance measured from grade to the highest finished roof surface in the case of flat roofs or to a point at the average height of the highest roof having a pitch.		
**Dwellings with a basement and a third story must submit a grade plan elevation to determine if the residential building has a fourth floor.		

Attachment: COA2025-037 Application (25-7458 : COA2025-037 60 Barton Street)

NORCROSS
a place to imagine

Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

ELEVATION COLOR AND MATERIAL PLACEMENT ADDENDUM (Façade and sides)		
Component	**Color** (Include manufacturer's ID)	**Material**
Primary Facade: First		Natural stone
Primary Facade:	Ghosted SW9545	B&B Hardie
Primary Facade: Third		
Left Side:		Natural Stone
Left Side: Second	Ghosted SW9545	B&B Hardie
Left Side: Third		
Left Side:		
Right Side:	Ghosted SW9545	B&B Hardie
Right Side: Second		Natural Stone
Right Side:		
Right Side:		
Rear: First	Ghosted SW9545	B&B Hardie
Rear: Second		Natural Stone
Rear: Third		
Rear: Basemnt		

Attachment: COA2025-037 Application (25-7458 : COA2025-037 60 Barton Street)

NORCROSS
a place to imagine

Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

COLOR AND MATERIAL PLACEMENT ADDENDUM (Exterior Components)			
Component	**Color (Include manufacturer's ID)**		**Material**
Masonry	Ashlar centurion stone	Stone	
Garage Doors	Whirlwind SW9576	wood	
Trim	Whirlwind SW9576	Hardie	
Mortar			
Gutters	medium bronze or grey	Aluminum	
Corner Board	Whirlwind SW 9576	Hardie	
Railings	if wood Dark Walnut	Wood or wrought Iron	
Windows	Bronze	Vinyl	
Window Sills	Dark Walnut SW 2716		
Window Muntin/Mulli			
Columns	Dark Walnut SW 2716	Wood	
Other Architectural Features			
Other Architectural			

Attachment: COA2025-037 Application (25-7458 : COA2025-037 60 Barton Street)

NORCROSS
a place to imagine

Owner Affidavit

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

Section I. Land Ownership

I, [redacted], hereby attest to ownership of the property located at [redacted], Parcel ID# [redacted] for which this Application is submitted.
The Ownership, as recorded on the deed, is in the name of [redacted].

Section II. Type of Ownership

■ Individual ■ Corporation/LLC ■ Partnership ■ Government [redacted]

Corporation/LLC/Partnership Name:	Secretary of State Registration Number:
[redacted]	[redacted]
	Registered Agent Name:

Provide Names of all Officers/Members/General Partners (If applicable):

Registered Agent Address:	Registered Agent Phone #:

COMPLETE BY OWNER

As the owner of the above designated property for which this affidavit is submitted, I wish to allow SEAN HOWINGTON (applicant's name) to apply for a ARBOR VARIANCE for the address mentioned in Section I of this form.
I attest that the application is made in good faith and that any information contained in the application is accurate and complete to the best of my knowledge and belief.

NOTARY

Owner states under oath that he/she is the owner of the property described under Section I, which is made part of this Application.

Name: Mathew S. Wrangle
Address: 1674 Meadow View Dr
City, State, Zip Code: Olive Branch MS 38654
Email address: toucanfib@gehoo.com
Phoner Number: 404-903-6091
Owner's signature: Matt S. Wrangle

Sworn and subscribed before me this 14 day of July, 2025.
Notary Public:
Seal: SANAZ JALILPOUR Gwinnett County Notary Public 11-01-2027 STATE OF GEORGIA
Commission expires: 11/1/27

REVISED JAN 2024

Attachment: COA2025-037 Application (25-7458 : COA2025-037 60 Barton Street)

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

September 30, 2025

Stan Howington
704 Dogwood Circle
Norcross, GA 30071

RE: COA2025-037: 60 N. Barton Street

Dear Stan,

Your application, COA2025-037, a consideration for construction of a new house has been reviewed by the City of Norcross Planning Staff, and heard by the Architectural Review Board on September 30, 2025. After careful review and consideration, your application was **approved**, with the following conditions:

1. City Arborist to approve final landscape plan.
2. City Engineer to approve final driveway, which shall be limited to one driveway access off Buchanan Street per Code Section 401.41(d), Driveway Design Standards; unless otherwise approved by the City Engineer during plan review and permitting.
3. Any future conversions of unconditioned space into conditioned space will require a permit.
4. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval.
5. Any changes from the Architectural Review Board approved component shall

require ARB approval at another public hearing.

6. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

Compliance with the UDO shall be shown when submitting construction documents as part of the building permit process. If you have any questions, contact our office at 678-421-2027.

Sincerely,

LeDarius Scott

LeDarius Scott, Senior Planner
City of Norcross

Brady Rinehart
61 N. Barton Street
Norcross, GA 30071
BradyRinehart@gmail.com

10/20/2025

Norcross City Council
65 Lawrenceville St.
Norcross, GA 30071

To: Norcross City Council

Under section 103.5.D of the city code, I am writing to appeal the ARB 's decision for petition number COA2025-037 as I am adversely affected with the current approved version of this proposed consideration of a new house at 60 Barton Street. The decision of the ARB does not consider the engineering restrictions that this property and adjacent property are restricted to.

My property is situated directly downhill and downstream of this proposed house. Since the land has been cleared and the first house at parcel R6254 619 has been developed, I have noticed a significant rise in water flow in the stream downhill of this development and in the street below that floods often. Prior to this ARB petition, Mr. Howington and the city had agreed to one shared driveway serving both parcel R6254 620 and parcel R6254 621. The design of a shared driveway coming from Buchanan preserved the retention wall and surrounding trees—both of which are crucial for managing stormwater runoff from the hill and flooding. Without a shared driveway from Buchanan, the parcel R6254 621 will be forced to breach the retaining wall and remove significant trees in the process. Any alternative that removes more trees or alters the retention wall will only worsen runoff and flooding issues and will put property and the adjacent nature preserve at risk.

Even with the proposed rain gardens, flow wells, and other measures, I remain concerned about the increased water flow and environmental impact that these two additional houses will bring. I am worried about further runoff into the forest and the potential for flooding in my basement, as you can see from the attached video evidence of flooding.

I would also ask that the land disturbance permit and hydrology study for this project be reviewed for any discrepancies. Lastly, Mr. Howington should be held to the agreed-upon terms regarding the shared driveway and tree preservation.

Thank you for your attention to this matter,

Brady Rinehart

Tixie Fowler
37 N. Barton Street
Norcross, GA 30071

October 20, 2025

To: City of Norcross Mayor & Council,

On September 30, 2025, I attended a Special Called Meeting held by the City's Architectural Review Board (ARB) during which two residences proposed by the developer, Stan Howington, were being reviewed. One of these proposed residences is across the street from my home at 37 N. Barton Street; the second is proposed for Cochran St. Unfortunately, there is no record of this meeting on the City website, or I would confirm street addresses.

I am supporting Brady Rinehart's request to appeal the ARB's decision for petition number COA2025-037 under section 103.5.D of the city code based on the following concerns:

1. The construction drawings submitted to the ARB did not address site topography which will significantly alter the final design (so ARB didn't actually approve final design).
2. The design was accepted without prior site engineering review which means there are significant stormwater impact concerns that are not being considered when approving the mass and scale of this home on that site.
3. The proposed house does not fit the *neighborhood* character.
4. This approval effectively breaches a verbal agreement between the City and the developer re how this and an adjacent site would be developed (via a shared driveway).

I find it egregious on the City's part that site engineering is not done prior to construction plans being submitted to the ARB. I also find it egregious that the ARB no longer reviews landscaping plans. Topography and green infrastructure play a key factor in site development and any alteration of these natural features should be carefully considered in architectural design. On a house this size, the roof alone will produce a significant amount of stormwater runoff. Significant stormwater mitigation structures will be needed to protect downstream properties like Mr. Rinehart's and the City-owned Johnson Dean Forest Preserve. These impacts have already increased exponentially as you can see from the video submitted by Mr. Rinehart which illustrates pressures on the local environment due to increased stormwater runoff levels generated by another of Howington's houses built upstream. "Minimum" is not effective stormwater management.

In addition, approval of this residence's driveway design is in direct violation of a verbal agreement reportedly made between the City and the developer, an agreement which the developer has noted was not recorded by the City. (Research confirms that verbal agreements are legally binding contracts that can be enforced in a court of law; I am sure City Council can expand upon that).

It was my neighborhood's understanding that the City and developer had mutually agreed to a shared driveway coming off of Buchanan Street that would serve both R6254 620 and R6254 621 parcels. However, ARB approved a design for parcel R6254 620 that has a private driveway. This effectively breaches the earlier agreement, isolates parcel R6254 621 and forces future construction of a private driveway off North Barton. This in turn compromises the integrity of the site's remaining green infrastructure as it will require removal of established tree canopy and the retaining wall along N. Barton (which affects slope). Inevitable site grading and large tree removal will exponentially increase stormwater runoff, not only impacting Mr. Rinehart's property, but also the creek that runs through Johnson Dean Forest Preserve. Increased impact on this little creek will increase erosion in the City's nature preserve and eventually cost the City money to mitigate damage or restore. It's a domino effect and the damage is permanent, whether construction is on Barton, Cochran, or anywhere in our City.

The ecological and economical **value** of our City's green infrastructure in general is stressed in both the Norcross Comprehensive Plan, and The Parks, Greenspaces, Trails & Green Infrastructure Plan (PGT&GI Plan). The City's historical lack of respect for these assets was illustrated when I asked the developer how he planned to address construction relevant to the 75' stream buffer protecting State waters adjacent to the proposed Cochran St. residence. He reminded me that Council has a precedence for giving developers variances to municipal ordinances regarding buffer zones – sadly, he is correct, and apparently counting on the same result when he applies for one.

Finally, I also mentioned concern that the proposed residence doesn't align with the neighborhood's character. Per the City's *"Architectural and Site Design Standards":*

- *"It is important that the character established by existing buildings be continued* ***in new construction through appropriate massing, scale, setback and building form."*** (Section 1.1)

- *"New residential buildings must be compatible with surrounding buildings in terms of form,* ***scale, height, massing, proportion and roof shape."*** (supported by Sections 1.3.2; 2.1.3; 2.1.10)

- *"Architectural details must reflect features within the district or within the area of* ***influence of the project, and will be appropriately scaled to the new construction utilizing historic precedent."*** (Section 2.1.1)

- *"Historic elements such as retaining walls, fences and the like are to remain when feasible* ***to preserve the character of the area."*** (Section 2.3.3)

In short, the proposed house does not reflect the neighborhood's traditional or historic massing and scale. And while it does not impact the existing retaining wall, the ARB's approval of this design means the house inevitably proposed for the second parcel, will. While the definition of "historic" regarding the existing retaining wall could be argued, it is a defining feature of the neighborhood and makes an important contribution to stormwater mitigation along N. Barton into Johnson Dean Forest Preserve.

Gentlemen: If the City is going to invest time and money in studies like the Norcross Comprehensive Plan, and the Parks, Greenspaces, Trails Master Plan, I feel whenever possible and appropriate, Council and Community Development recognize and enforce what those plans recommend. There may be a precedence for requiring only minimal stormwater management in new construction, for not taking a strong stance on tree removal and clear cutting, and for giving stream buffer variances to developers. Now is a chance to begin supporting the laws and development plans that Council and Norcross citizens have endorsed. I realize development is inevitable – what I hope is not inevitable is the mediocrity that comes from poor development choices, disregard for the economic value of our ecological assets, and low prioritization of City ordinances and development recommendations. These are key in Norcross' vision for preserving its past and sustaining its future.

Respectfully,

Tixie Fowler
Resident: 37 North Barton Street, Norcross
Chairperson: Norcross Parks, Greenspaces & Trails Commission
770.842.2551

Sec. 103-5. - Architectural Review Board (ARB).

(a) *ARB powers.*

(1) The Architectural Review Board (ARB) is hereby created.

(2) The ARB shall be the review authority of permit applications related to the following:

a. New construction residential facades, including paint color;

b. New construction commercial facades;

c. Modifications to existing commercial facades;

d. Public building facades;

e. Public monuments and pavilions;

f. Solar panel landscape screening and any other applicable landscape regulations in this UDO.

(3) The authority of the ARB shall encompass all areas within the city limits except where the property in question fall under the authority of the Historic Preservation Commission.

(b) *ARB membership and terms.*

(1) The ARB shall consist of five members appointed by the Mayor and City Council. A minimum of three members must be citizens of the city.

(2) The ARB membership shall include at least one architect or engineer, and one citizen at large.

(3) The ARB shall elect its chairperson and vice-chairperson from among its members. The chairperson and vice-chairperson shall serve for one year or until they are re-elected, or their successors are elected.

(4) The term of office of each member of the ARB shall be three years with staggered terms, as determined by the Council upon initial appointment. Members shall serve at the pleasure of the City Council.

(5) Any member of the ARB shall be disqualified to act upon a matter in which the member has an interest.

(c) *ARB rules and standards.*

(1) The ARB shall set a meeting date which will recur each month for the purposes of reviewing applications for certificate of appropriateness.

(2) The standards that the ARB shall use as the basis of its approvals are the architectural design guidelines of the city, and the policies of the adopted comprehensive plan. Current copies of such standards shall be printed and maintained at the Community Development Department and shall be made available to the public for distribution, inspection and copying to the general public during normal business hours.

(3)

The rules governing the calling and conducting of ARB meetings are set forth in section 103-3, general rules of procedure; meetings; minutes, and records.

(d) Appeal of ARB decision. Appeals of decisions of the ARB shall be taken to the City Council in the following manner.

(1) Any person, jointly or severally, aggrieved or adversely affected by any decision of the ARB may within 30 calendar days of the decision request in writing an appeal to the City Council.

(2) The city shall fix a reasonable time for the hearing of the appeal by the City Council and give at least 15 calendar days public notice thereof and due notice to the parties in interest.

(3) City Council shall decide within 30 calendar days from the date of the hearing unless such time is extended with the approval of the appealing party.

(Ord. No. 08-2019, § I, 6-3-2019)

EXISTING CONDITION
BARTON ST CULVERT
A = 3.2 AC TC = 10 MIN C = 0.42
ONSITE IMPERVIOUS = 1.1 AC C = 0.95
ONSITE WOODS = 2.1 AC C = 0.15

FLOW CALCULATION Q = C_FCIA, USE 10.0 MIN T_C:
Q_{25} = C_FCIA = 1.1 X 0.42 X 6.84 X 3.2 = 10.1 CFS
Q_{50} = C_FCIA = 1.2 X 0.42 X 7.68 X 3.2 = 12.4 CFS
Q_{100} = C_FCIA = 1.25 X 0.42 X 8.58 X 3.2 = 14.4 CFS

EXISTING CONDITION - LOT 3
BARTON ST SHEET FLOW
A = 0.51 AC TC = 10 MIN C = 0.15
ONSITE WOODS = 0.51 AC C = 0.15

FLOW CALCULATION Q = C_FCIA, USE 10.0 MIN T_C:
Q_{25} = C_FCIA = 1.1 X 0.15 X 6.84 X 0.51 = 0.6 CFS
Q_{50} = C_FCIA = 1.2 X 0.15 X 7.68 X 0.51 = 0.7 CFS
Q_{100} = C_FCIA = 1.25 X 0.15 X 8.58 X 0.51 = 0.8 CFS

EXISTING CONDITION - LOT 3
BUCHANAN ST SHEET FLOW
A = 0.65 AC TC = 10 MIN C = 0.15
ONSITE WOODS = 0.65 AC C = 0.15

FLOW CALCULATION Q = C_FCIA, USE 10.0 MIN T_C:
Q_{25} = C_FCIA = 1.1 X 0.15 X 6.84 X 0.65 = 0.7 CFS
Q_{50} = C_FCIA = 1.2 X 0.15 X 7.68 X 0.65 = 0.9 CFS
Q_{100} = C_FCIA = 1.25 X 0.15 X 8.58 X 0.65 = 1.0 CFS

BLUE LANDWORKS
CONSULTING ENGINEERS & SURVEYORS
LICENSE # PEF005518
LICENSE # LSF001044
5019 WEST BROAD STREET
SUITE M230
SUGAR HILL, GEORGIA 30518
TELEPHONE: (678) 804-8586
INFO@BLUELANDWORKS.COM
WWW.BLUELANDWORKS.COM

PREPARED FOR:
SCH PROPERTIES

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ISSUE #	DATE	REVISIONS
1	11/14/25	SUBMIT FOR REVIEW

SCALE: 1" = 40'
0 40 80 120 feet

HOLBROOK ESTATES - LOT 3
60 BARTON STREET
NORCROSS, GA 30071

6TH LAND DISTRICT — LAND LOT(S) 254
PARCEL(S) 7270 044 — GWINNETT COUNTY, GA
CITY OF NORCROSS — CHECKED: FA
DRAWN: CC

DRAINAGE AREA MAP

PROJECT# 2025.081

DA MAP

V:\2025-081 - Holbrook Lot 3\3.0 - Construction\2025.081 - DA.dwg, DA MAP 11/14/2025 2:56 PM by John Nicol

GRATE INLET
TOP 1039.50
INV. 1033.78 (15" RCP)
INV. 1033.20 (36" CMP OUT)

CATCH BASIN
TOP 1042.55
INV. 1038.95

BUCHANAN ST
40' R/W

BARTON STREET
40' R/W

N 34°36'27" E 209.41'

SIDEWALK

18" CMP

15" RCP

STONE INFILTRATION TRENCH 36' L x 8' W

S 55°56'53" E 255.35'

BLUE PAINT MARK

LOT 3
15,793 SQ. FT
R-100

STAMPED SLAB

COVERED PORCH

50' FRONT B/L

29.0

6

7

FFE 1064.0
BSMT FFE 1054.0

PROPOSED 4 BEDROOM RESIDENCE

10' SIDE B/L

PROPOSED DRVE CONC.

15' SIDE B/L

36.2

10.9

7' LANDSCAPE BUFFER

105.00'

N 08°01'01" W 204.97'

50' FRONT B/L

COVERED PORCH

6 BEDROOM PROPOSED RESIDENCE

SLAB AREA

BASEMENT AREA

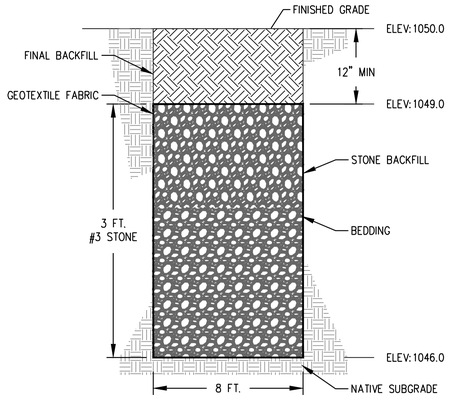
10' SIDE B/L

15' SIDE B/L

LOT 4
15,166 SQ. FT
R-100

50' FRONT B/L

40' REAR B/L



STONE INFILTRATION TRENCH

NOT TO SCALE

BLUE LANDWORKS
CONSULTING ENGINEERS & SURVEYORS
LICENSE # PE010051B
LICENSE # LSF001044
5019 WEST BROAD STREET
SUITE M230
SUGAR HILL, GEORGIA 30518
TELEPHONE: (678) 804-8586
INFO@BLUELANDWORKS.COM
WWW.BLUELANDWORKS.COM

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ISSUE #	DATE	REVISIONS
1	11/14/25	SUBMIT FOR REVIEW

SCALE: 1" = 10'
0 10 20 30 feet
scale

HOLBROOK ESTATES - LOT 3
60 BARTON STREET
NORCROSS, GA 30071

6TH LAND DISTRICT | LAND LOT(S) 254
PARCEL(S) 7270 044 | GWINNETT COUNTY, GA
CITY OF NORCROSS | CHECKED: TA
DRAWN: CC

SITE PLAN

PROJECT# 2025.081

SITE

V:\2025-081 - Holbrook Lot 3\30 - Construction\2025-081 - SITE.dwg, SITE 11/14/2025 3:56 PM by John Vicol

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

AGENDA REPORT

To: Mayor and Council

From: Councilmember Matt Myers

Meeting Date: January 5, 2026 – Regular Council Meeting (RCM)

Item No.: 2025-357

Title: Budget Amendment for Norcross Elementary Paint Love Mural Sponsorship

CC: Eric Johnson, City Manager

Recommendation
Approve a budget amendment reallocating $2,000 for the Norcross Elementary School Paint Love mural project, with funding to come from the Mayor and Council Contingency Fund.

Background
In September 2025, Norcross Elementary Art Teacher and former NPAC board member Bobbie Adamczyk submitted a sponsorship request for a new Paint Love mural at Norcross Elementary School. The request was placed on the September Policy Work Session agenda and advanced to the November Regular Council Meeting for approval.

NPAC's role in the project was supportive, recognizing the mural's community value, but its fiscal-year budget had already been allocated to previously approved projects and did not include capacity for an additional $2,000 expenditure.

Upon approval at the October Regular Council Meeting, the sponsorship was allocated to NPAC's budget. A budget amendment reallocating $2,000 from the Mayor and Council Contingency Fund will align the funding source with the original intent and ensure the project proceeds without impacting NPAC's existing fiscal commitments.

Financial Impact
$2,000 to be funded from the Mayor and Council Contingency Fund.

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

Attachments
CON Community Request for Funding Form
Norcross Elementary Mural Project – Paint Love
NES Wall Photo
Agenda Report – October 7 RCM
Budget Amendment

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

City of Norcross Community Request for Funding Form

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

Section 1: Contact Information

Name of organization:	Norcross Elementary School (Art Club)
Address:	150 Hunt Street, Norcross GA 30071
Main contact:	Bobbie Adamczyk
Position in organization:	Art Education Specialist
Address (if different from above):	
Email:	bobbie.adamczyk@gcpsk12.org
Daytime telephone number:	770-789-3231

Section 2: About your organization

2.1 Is this organization a registered non-profit organization? Yes ◯ No ◯
If not, does your organization have a constitution/rules that it follows? Yes* ◯ No ◯
If yes, please include a copy with your application.

2.2 Who does this organization support/benefit?

The elementary students of Norcross

Note: The City of Norcross aims to support charities, non-profit organizations, and community groups.

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

Norcross Elementary School aims to create a learning environment that encourages creativity, critical thinking, and academic excellence. The school's vision is to be a world-class institution where educators cultivate successful, motivated, lifelong learners who become responsible citizens. Norcross Elementary Art Club is a group of fourth and fifth graders who practice using their time and talents in their own learning

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

This initiative is designed to engage our students, driven by our fourth and fifth grade art club members, Ms. Adamczyk and Paint Love, in the co-creation of a nature-themed mural on one of our outdoor retaining walls. The mural will reflect the heart of our school community, emphasizing student voice, belonging, and pride. It is a project rooted in healing, collaboration, and creative empowerment not only for our students

Section 3: The Need

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

2000.00

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

If yes, please explain the current sponsorship display format:

Section 4: Confirmation

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

An e-mail

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

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

By signing below, you are confirming:

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

Signature	Print Name	Date
	Roberta (Bobbie) Adamczyk	9/12/2025

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

Signature	Print Name	Date

Norcross Elementary School
Schoolwide Collaborative Mural

PROJECT PROPOSAL OVERVIEW

Norcross Elementary School, a Title I public school in Gwinnett County serving over 800 students in grades Pre-K through 5, wishes to transform a 175-foot retaining wall near its bus port into a vibrant exterior mural that reflects the heart of its community. To bring this vision to life, Norcross Elementary hopes to partner with Paint Love, an Atlanta-based nonprofit that provides trauma-informed, accessible arts programming for youth facing poverty and adversity. Paint Love collaborates with schools and community organizations to design inclusive art experiences that center student voice, foster belonging, and build lasting impact.

Through this partnership, students will co-design the mural, sharing ideas, exploring themes, and contributing to the creative direction. Once the design is finalized, every student will have the opportunity to participate in painting the mural, transforming the wall into a living legacy of creativity, pride, and shared ownership.

As a Title I school with an incredibly diverse population, creativity and connection are vital. The final mural will feature uplifting messages and natural elements that celebrate the school's values and cultural richness. By engaging students in both the design and creation process, Norcross Elementary aims to cultivate a sense of belonging and empowerment that will echo far beyond the wall itself.

KEY PARTNERS

Norcross Elementary School art teacher Bobbie Adamczyk, Ed.S. will lead the project. She has made a lasting impact in Norcross through her leadership of the Mitchell Road Mosaic Mural project, which united over 1,000 students, families, and community members in a vibrant celebration of art and connection. Spanning 130 feet and featuring more than 125 mosaic disks, the mural showcases seasonal colors and local wildlife, with each piece created through inclusive workshops across schools and community spaces.

Paint Love is a nonprofit organization bringing extraordinary arts programming to schools and nonprofit partners, empowering kids through creative projects that are artist-led and shaped by trauma-informed standards. Since 2014, Paint Love has served more than 45,000 young people together with 150+ schools and community partners. While art is the vehicle, the soul of our work is showing children that their voice matters, their ideas are important, and their actions can make a difference in shaping the future.

PROPOSED TIMELINE

- Fundraising & Planning - Fall 2025
- Mural Installation & Celebration - Spring 2026

PROPOSED PROJECT BUDGET

$10,000*

** Price estimate includes design concept, design mural execution, student involvement, facilitation and overall project management by Paint Love as well as all supplies, equipment and installation.*

Finance Department Budget Adjustment Entry

Purpose: Item 26-357: Budget Amendments for Norcross Elementary Paint Love Mural

Effective Date: 2/5/2026

Description	Account Number	Increase	Decrease
NPAC, Professional Services - Other	100-5.1519.521305	2,000	
Mayor & Council, Contingencies	100-5.1310.579000		2,000
	Totals	2,000	2,000

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

AGENDA REPORT

To: Mayor and Council

From: Bobbie Adamczyk – Art Teacher at Norcross Elementary School
Liz Simpson – Chair of Norcross Public Arts Commission

Meeting Date: October 7, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7442

Title: Norcross Elementary – Seeking Sponsorship for Paint Love Mural

CC: Eric Johnson, City Manager

Recommendation
A recommendation that the City of Norcross contribute $2,000 in sponsorship of the Paint Love mural at Norcross Elementary, supporting both the students' creativity and the city's legacy of community pride.

Background
Norcross Elementary, located in the heart of Historic Norcross and proudly carrying the city's name, plays a vital role in shaping the lives of our youngest residents. Yet, there is often a sense of distance between the school and the broader community, as many citizens are unaware of the important work taking place just next door.

To help bridge this gap, Norcross Elementary Art Teacher and former NPAC board member, Bobbie Adamczyk, is partnering with Paint Love to create a legacy mural designed and inspired by the students. The mural, prominently visible from Born Street, will not only stand as a bright and welcoming beacon to the community but will also provide the students with a daily source of pride, joy, and inspiration as they see their creativity reflected in their school environment.

Financial Impact
A contribution of $2,000 from the City of Norcross will help make the student-designed mural a reality, ensuring the children of Norcross Elementary can enjoy their artwork for years to come. Beyond covering project costs, this investment will strengthen the bond between the city and its youngest residents, closing cultural and socioeconomic divides while showcasing the city's commitment to creativity, inclusivity, and community pride. The partnership with Paint Love will also bring positive visibility and recognition to the City of Norcross. https://www.gopaintlove.org/projects

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

Attachments
CON Community Request for Funding Form
Norcross Elementary Mural Project - Paint Love
Wall Photo View 1
Wall Photo View 2

NORCROSS
a place to imagine

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

AGENDA REPORT

To: Mayor and Council

From: Charlene Marsh, Procurement & Capital Projects Manager

Meeting Date: January 5, 2026 – Regular Council Meeting (RCM)

Item No.: 2025-410

Title: Award of Contract for Lillian Webb Park Railing

CC: Eric Johnson, City Manager
Len Housley, Director of Public Works

Recommendation
Approve award of contract for Lillian Webb Park railing between the City of Norcross CGS LLC.

Background
Funding was included in the adopted FY26 capital improvement plan for Lillian Webb Park replacement railing. The structure was first constructed between 2009-2011, and the city has hired contractors over the years to make small repairs. Complete removal and replacement were recommended out of concern for public use.

The project is intended to increase the structure's lifespan. The scope includes mobilization, removal of existing railing, construction of new railing, and finishing/clean up (to include protective coatings and compliance with all applicable codes and safety standards) for approximately 1,400 linear feet.

The Public Works department issued a request for proposals (RFP PW 26-01), and submissions were due on Friday, December 5, 2025, at 11:00 a.m. The city received 2 responsive proposals (1 non-responsive). An evaluation committee comprised of City staff reviewed and scored the proposals based on the following criteria:

Experience & Qualifications – up to 20 points
Project Approach – up to 25 points
References – up to 15 points

Following the committee's review, weights were allocated to each firm's score based on the sealed cost proposal (maximum of 40 points). Final scores were calculated based on a combination of the technical proposal scores and the cost proposal score. CGS LLC received the highest total score and is recommended for the contract award. An evaluation summary is provided.

Financial Impact
$103,840 ($120,000 in FY26 funds are budgeted in SPLOST—Recreation)

Consistent with Comprehensive Plan?

1. Continues to define Norcross' sense of place

Attachments
Evaluation Summary – RFP PW 26-01
Contract Agreement – CGS LLC
RFP PW 26-01 Packet

EVALUATION SUMMARY

RFP PW 26-01

LILLIAN WEBB PARK RAIL REPLACEMENT

Responsive Proposals –Submission Tabulation:

FIRM	COST PROPOSAL
CGC LLC	$103,840.00
Mutiplex LLC	$243,000.00

Evaluation Committee Average Scores:

CRITERIA	CGS LLC	MULTIPLEX LLC	MAX POINTS
Experience & Qualifications	16	13	20
Project Approach & Timeline	21	9	25
References	14	12	15
Proposal Subtotal (before price)	*51*	*34*	*60*
Price Score	*40*	*17*	*40*
FINAL SCORE	**91**	**51**	**100**

Cost Proposal Scores:

ITEM	CGS LLC	MULTIPLEX LLC	LOWEST PRICE & MAX POINTS
Sum of all tasks	$103,840.00	$ 243,000.00	$ 103,840.00
Cost proposal score	40	17	40

CONTRACT AGREEMENT

BETWEEN CGS LLC

AND

THE CITY OF NORCROSS

FOR LILLIAN WEBB PARK RAILING

Contents

Agreement for LILLIAN WEBB PARK RAILING 3
ARTICLE 1 – GENERAL OBLIGATIONS OF CONTRACTOR 3
ARTICLE 2 – COMPENSATION 3
ARTICLE 3 – PAYMENTS 3
ARTICLE 4 – PERIOD OF SERVICE 3
ARTICLE 5 – CHANGES IN SCOPE OF SERIVCES 3
ARTICLE 6 – STANDARD OF CARE 4
ARTICLE 7 – INDEMNIFICATION 4
ARTICLE 8 – LIMITATION OF LIABILITY 4
ARTICLE 9 – INSURANCE 5
ARTICLE 10 – RELATIONSHIP OF CONTRACTOR TO CLIENT 5
ARTICLE 11 – PERSONNEL 5
ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA 6
ARTICLE 13 – PERMITS AND LICENSES 6
ARTICLE 14 – ADHERENCE TO LAWS 6
ARTICLE 15 – NONDISCOLSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS 6
ARTICLE 16 – CERTIFICATION OR CEILING OF INSTRUMENTS OF SERVICE BY PROFESSIONAL CONTRACTOR 7
ARTICLE 17 – FORCE MAJEURE 7
ARTICLE 18 – PROJECT DELAY 7
ARTICLE 19 – [RESERVED] 8
ARTICLE 20 – GOVERNING LAW 9
ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION 9
ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS 10
ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS 12
ARTICLE 24 – MISCELLANEOUS 12
APPENDIX A – SCOPE OF SERVICES FOR LILLIAN WEBB PARK RAILING 14
APPENDIX B – COMPENSATION FOR LILLIAN WEBB PARK RAILING 19

Agreement for LILLIAN WEBB PARK RAILING

This Agreement, made and executed as of the___day of _____,**2025** by and between **CGS LLC** with a place of business at **6040 Dawson Blvd Suite K Norcross, GA 30093** (hereinafter called "Contractor") and **the City of Norcross, Georgia,** having its principal place of business at **65 Lawrenceville St., Norcross, Georgia 30071** (hereinafter called "Client"), collectively referred to herein as "Parties", provides as follows:

ARTICLE 1 – GENERAL OBLIGATIONS OF CONTRACTOR

The description of the Client's project (The "Project") and the Scope of Services as they relate to LILLIAN WEBB PARK RAILING (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Contractor on **December 5, 2025** (the "Proposal"). The Proposal is made a part of this Agreement by reference. The Proposal includes the scope of services which complies with the requirements of the Request for Proposal (RFP PW 26-01, Lillian Webb Park Railing).

ARTICLE 2 – COMPENSATION

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

ARTICLE 3 – PAYMENTS

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

ARTICLE 4 – PERIOD OF SERVICE

The Contractor shall make reasonable efforts to complete its services for the project within the time period set forth in the RFP. The agreement shall remain in effect through project completion and fulfillment of the final invoice for payment.

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, give Client notification of any potential change in price for the Services.

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

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

ARTICLE 6 – STANDARD OF CARE

A. Contractor shall perform the services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Contractor shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of *[the execution of this Agreement, submission to building authorities, or other appropriate date].* Changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Contractor to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

B. Following completion of its Services, if the Services provided hereunder do not conform to the applicable Standard of Care, and the same is reported to Contractor by Client in writing promptly after recognition thereof, Contractor shall, at no cost to Client, furnish all remedial services required, to the extent caused by Contractor's negligence therewith as soon as reasonably possible after receipt of such report from Client.

ARTICLE 7 – INDEMNIFICATION

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

ARTICLE 8 – LIMITATION OF LIABILITY

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

ARTICLE 9 – INSURANCE

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

ARTICLE 10 – RELATIONSHIP OF CONTRACTOR TO CLIENT

The Contractor shall be and shall operate as an independent contractor with respect to the Services performed under this Agreement and shall not be nor operate as an agent, fiduciary or employee of Client. This Agreement is not intended to be one of hiring under the provisions of a Worker's Compensation 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 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 – CERTIFICATION OR CEILING OF INSTRUMENTS OF SERVICE BY PROFESSIONAL CONTRACTOR

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

ARTICLE 17 – FORCE MAJEURE

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

ARTICLE 18 – PROJECT DELAY

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

ARTICLE 19 – [RESERVED]

ARTICLE 20 – GOVERNING LAW

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

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

A. Client and Contractor understand and appreciate that their long-term mutual interests will be best served by affecting a rapid and fair resolution of any claims or disputes which may arise out of this Agreement. Therefore, both Parties agree to use their best efforts to resolve all such disputes as rapidly as possible on a fair and equitable basis. Towards this end, both Parties agree to develop and follow a process for presenting, rapidly assessing, and settling claims on a fair and equitable basis.

B. Any dispute or claim arising under this Agreement cannot be resolved by the project managers for the Parties within thirty (30) days after they identified the problem, the Parties agree that either of them may refer the matter to a panel consisting of one (1) executive from each party not directly involved in the claim or dispute for review on resolution. A copy of the Agreement, agreed upon facts (and areas of disagreement), and coincides summary of the basis for each side's contentions will be provided to both executives who shall review the same, confer, and attempt to reach a mutual resolution of the issue.

C. If the dispute cannot be resolved under the process set forth in Section B, the Parties may elect to resolve the dispute through non-binding mediation. If mediation is to be utilized, the Parties shall select a single unrelated but qualified Mediator who shall hold a hearing (not to exceed half a day) during which each party shall present its version of the facts (support, if desired, by sworn, written testimony, and other relevant documents), its assessment of damages, and its argument periods. The Parties shall provide the Mediator with copies of all documents provided to their senior executives under Section B at least ten (10) days prior to the scheduled date of the mediation hearing. The Parties may also provide the Mediator with copies of any laws or regulations that they feel are relevant to the dispute. A copy of the Agreement and any disputed purchase orders will be provided to the Mediator. Formal written arguments, legal memorandum, and live testimony are discouraged but may be permitted at the discretion of the Mediator. Both Parties agree to make any involved employees or documents available to the other party for its review and use in preparing its position under this clause without the need for subpoena or other court order.

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

ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS

A. All work shall be completed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

B. Contractor may at its discretion engage subcontractors to perform work hereunder provided Contractor shall promptly and fully pay said subcontractor and, in all instances, remain responsible for the proper completion of this contract.

C. Contractor agrees to carry and pay for all workers compensation, public liability, property damage, unemployment compensation insurance and payroll taxes as required by law. Contractor warrants it is insured for injury to its employees and others working on the project through a worker's compensation policy. Contractor further warrants it maintains a comprehensive liability policy insuring against any damages or claims as a result of the acts of the Contractor or its employees and subcontractors in the amount of one million dollars ($1,000,000) per occurrence. Contractor shall supply current declaration pages for such insurance at the execution of this Agreement.

D. Contractor shall at its own expense obtain all permits necessary for the work to be performed.

E. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or unavailability of materials.

F. Contractor warrants all work for a period of thirty-six (36) 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:	_____
Position:	_____	Position:	_____
Address:	_____	Address:	_____
	_____		_____
Copy to:	_____	Copy to:	_____
Position:	_____	Position:	_____
Address:	_____	Address:	_____
	_____		_____

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

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

ARTICLE 24 – MISCELLANEOUS

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

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

Contractor

_____
(Signature)

_____
(Printed name)

_____
(Title)

_____
(DATE)

Client (City of Norcross)

_____
Craig Newton, Mayor
(Signature)

_____
Craig Newton, Mayor
(Printed name)

Attest:

_____
Monique Lang, City Clerk

_____
(DATE)

_____
(SEAL)

APPENDIX A – SCOPE OF SERVICES FOR LILLIAN WEBB PARK RAILING

LILLIAN WEBB PARK RAILING RFP PW 26-01

6040 Dawson Blvd Suite K, Norcross, GA 30093
***Email*:**Info@cgscontractors.com
***Phone*:** 404-234-0248
***Web*:** www.cgscontractors.com

Primary Contact: Joaquin Contreras - 678-755-8892 - Joaquin@cgscontractors.com

NORCROSS
a place to imagine

CGS LLC
6040 Dawson Blvd. Suite K
Norcross GA 30093
404-234-0248
www.cgscontractors.com
www.cgswaterproofing.com

Cover Letter & Statement of Interest

CGS LLC is pleased to submit our proposal for the **Lillian Webb Park Railing Replacement Project (RFP PW 26-01)** for the City of Norcross. As a licensed, insured, and highly experienced contractor specializing in metal railing systems, structural metalwork, concrete improvements, and municipal construction, CGS LLC is fully committed to delivering this project safely, on schedule, and in accordance with all City requirements and industry standards.

Our team has extensive experience performing **large-scale railing removal and replacement**, including stair railings, guardrails, balcony railings, steel posts, and exterior metal assemblies for cities, counties, multifamily complexes, and public buildings. CGS has successfully completed railing and metalwork projects similar in size and complexity—many within occupied public spaces and landscaped areas where safety, accessibility, and minimal disruption are priorities.

We are fully prepared to execute the **1,300–1,400 linear feet of iron railing removal and replacement** within the required **60-day construction window** following the Notice to Proceed. CGS has the staff, equipment, fabrication capabilities, and project management structure in place to meet or exceed these scheduling requirements.

We value our long-standing relationship with the City of Norcross and have completed multiple successful municipal projects within Gwinnett County and surrounding regions. Our team understands the City's expectations for quality workmanship, clear communication, and proper coordination with Public Works and Parks staff.

CGS LLC appreciates the opportunity to submit this proposal and is enthusiastic about partnering with the City to enhance safety, aesthetics, and longevity at Lillian Webb Park. We are confident that our experience, craftsmanship, and commitment to excellence make CGS the ideal contractor for this project.

Thank you for your consideration. We welcome the opportunity to discuss our proposal further and to contribute to the improvement of one of the City's landmark public spaces.

Sincerely,
Joaquin Contreras
Owner / CEO
CGS LLC
6040 Dawson Blvd Suite K
Norcross, GA 30093
info@cgscontractors.com | 404-234-0248

Business Information

CGS is a minority certified family owned construction company with over ten years of experience. For the past ten years, we have been the “go to” contractors for the private sector, governmental agencies and individuals across Georgia. We have multiple crews available to complete everything from little repairs to a complete building remodel. While our foreman have many years of experience, we always make sure they have a project manager assign to every worksite to oversee the project. Our project manager will work alongside our foremen to complete all given projects in an efficient and exceeding manner. CGS provides more than just cutting-edge service. We deliver quality materials, efficient time management, sustainable practices, fair pricing, and an unbeatable experience.

Point of Contact: Joaquin Contreras
Info@cgscontractors.com
404-234-0248

Certifications: Certified Structural Repair Specialists (CSRS), Master Contractor by GAF, IKO, Certified Installer TREMCO Commercial Sealant and Waterproofing, HABE (Hispanic american business), SBE (small business enterprise), MSDC

E-mail: Info@cgscontractors.com
Telephone: 404-234-0248
Address: 6040 Dawson Blvd Suite K Norcross, GA 30093
Number of years in business: 10
Contractor License Number: GCQA003051
Utility Contractor: UC301817
E-verify: 1414547
GDOT Number: 2992970
D-U-N-S® Number: 106601835
State: Georgia
Ownership: Domestic Limited Liability Company

Control No.: 15015533

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

CERTIFICATE OF ORGANIZATION

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

CGS LLC
a Domestic Limited Liability Company

is hereby issued a CERTIFICATE OF ORGANIZATION under the laws of the State of Georgia on **January 30, 2015** by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on February 13, 2015

Brian P. Kemp
Secretary of State

Only valid at this location and when location conforms to Gwinnett County Ordinance

Gwinnett County Licensing and Revenue
446 W. Crogan Street, Suite 300, Lawrenceville, GA 30046

DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued: February 3, 2025
Expires: March 31, 2026
Certificate Number: 2025190190
Fee: $860.00
Business Name: CGS LLC
Description: All Other Specialty Trade Contractors

2025
Not Transferable

Business Location
6040 DAWSON BLVD
STE F
NORCROSS GA 30093-1258

MAIL TO:
CGS LLC
6040 DAWSON BLVD K
NORCROSS GA 30093-1249

Project Team/ Project Manager

Carlos Andres Villa Rodriguez - Masonry Project Superintendent
Bachelors in International Business
University of Medellin

Certifications:

- **OSHA 30**
- **GDOT Prime Contractor**
- **ATSSA Flagger Certification**

Qualifications:
Carlos Andrés Villa is a skilled Construction Superintendent and Project Manager with proven experience leading commercial, municipal, and educational facility projects for CGS LLC. He specializes in **metal fabrication and installation**, including structural metal columns and complex metalwork integration, demonstrated notably in the **Polk Barn historic rehabilitation project**, where he oversaw precise metal roof and structural component installation. Carlos also brings extensive experience in **concrete construction**, managing sidewalk installations, ADA upgrades, slabs, retaining walls, and structural concrete repairs across multiple county and city projects.

Known for his strong field leadership, Carlos ensures every project meets safety, quality, and schedule requirements. He is proficient in coordinating subcontractors, overseeing inspections, reading construction plans, and managing day-to-day operations on active job sites.

Notable Projects:

1016 Howell Mill Rd – Metal Railings & Step Restoration
Client: *Watermark Restoration*
Andres supervised a comprehensive metal restoration project involving **removal and replacement of 85 metal/concrete steps**, installation of **new metal angles, nuts, and washers**, and execution of **15 structural metal repairs** around stair assemblies. He also managed full **metal surface preparation**, including sanding rusted areas, followed by **painting of metal railings, metal pans, and new metal step components**. His oversight ensured quality finish, structural stability, and seamless coordination of debris removal and dumpster services.

City of Lawrenceville – B001-24 Replacement of Parking Deck Stairs, Stringers & Railings
Andres served as on-site superintendent for the structural renovation of the Lawrenceville Parking Deck, overseeing the **removal and replacement of five flights of metal stairs and associated railings**. His responsibilities included coordinating demolition, verifying new **metal stringer alignment**, supervising installation of new stair assemblies, ensuring proper anchoring, and maintaining strict safety compliance in an active municipal facility. His leadership ensured high-quality metalwork and minimized disruption to public parking operations.

Brookhaven ADA/Sidewalk Project: CGS was awarded by The City of Brookhaven to undergo ADA/sidewalk improvements throughout the city of Brookhaven. Andres was the lead project manager and completed the 125k job. Andres kept clear communication with the City officials and the sidewalks were completed well within the deadline of the city.

Project Team

Joaquin Contreras

6040 Dawson Blvd Suite K
Norcross, GA 30093
678-755-8892
Joaquin@cgscontractors.com

EXPERIENCE

CGS LLC , Georgia (Norcross) — *Owner*

2015- Present

CGS LLC is a general contracting company. Our main priority is ensuring we offer the best prices and quality work for our customers. In my career, spanning over 10 years, I have amassed extensive experience working on a wide range of residential and commercial projects. From the foundations to the rooftops, my expertise encompasses various facets of the construction industry, including concrete, masonry, roofing, and a diverse array of other jobs.

EDUCATION

Georgia State University, Georgia (Atlanta) 2013-

Bachelors in Business Administration

PROJECTS:

General Contractor – Sundance Bay LLC (2022–Present)
Joaquin leads the ongoing capital improvement program for Sundance Bay's multifamily portfolio, overseeing **full-scale exterior and structural renovations** across multiple apartment communities. Work performed under his leadership includes:

- **Concrete projects:** sidewalk replacements, slab repairs, stairs and landing reconstruction, ADA upgrades, retaining wall repairs, curb & gutter work.
- **Stair and railing replacements:** removal and installation of **metal stair systems, steel stringers, balcony railings**, and safety-compliant guardrails throughout multi-building complexes.
- **Metal works:** fabrication and installation of
  - balcony guardrails
  - stair railings
  - metal pans and treads
  - structural steel supports
  - metal posts and brackets
  - welding repairs and reinforcement plates
  - repainting and corrosion protection of metal assemblies
- **Exterior painting:** stairwells, railings, balcony structures, trim, doors, and common-area components.

SKILLS

- Roofing Systems (Shingle, TPO, Metal, Standing Seam) Concrete Construction (
- Slabs, Sidewalks, ADA Upgrades, Pads, Retaining Walls
- Metal Fabrication & Installation
- Drainage & Waterproofing Systems
- Estimating, Scheduling & Budget Control
- Quality Assurance & Safety Oversight
- Client Communication & Contract Administration

AWARDS

- **CGS - Contractor of the Year 2021 (GHCA)**
- **GSC Minority Affairs Academic award - (2008)**
- **Latino Student Services and outreach program (2013)**
- **Minority Supplier Development Council**

LANGUAGES

- **English**
- **Spanish**

Project Team

Valeria Contreras - Project Coordinator / Office Manager
Bachelors in Computer Information Systems
Georgia State University

- Valeria is a highly organized and detail-oriented Construction Project Coordinator with a strong background in project coordination and optimization of workflows. Possesses extensive experience in managing construction projects, focusing on concrete and exterior work, and considering factors such as weather conditions, crew management, and material shipments.

- Demonstrates a commitment to ensuring projects are executed efficiently, on time, and within budget, while maintaining high standards of quality and safety.

- Once Valeria thoroughly reviews the assigned job scope, and understands its requirements and timelines she researches local weather patterns, considers key elements, determines optimal conditions, and develops contingency plans if needed. Once that is completed she assesses logistics, timing, and coordinates with purchasing and logistics team to ensure smooth material shipments aligned with the project schedule. Finally she collaborates with human resources, matches worker availability with project needs, and communicates schedules effectively.

Natalie Serna- Purchasing Director
Bachelors in Business Administration
University of West Georgia

-Natalie Serna holds the critical role of Purchasing Manager for all construction jobs, overseeing the procurement of residential and commercial-grade materials such as wood, machine rentals, masonry and concrete. In this pivotal position, Natalie ensures the smooth and efficient acquisition of the necessary resources to support construction projects.

-Natalie's role is crucial in maintaining efficient inventory management, preventing delays in construction projects due to material shortages or delays. She monitors inventory levels, tracks deliveries, and coordinates with project managers to anticipate material needs, facilitating seamless operations and avoiding disruptions in the construction timeline.

List of Clients

1. Gwinnett County
   Thomas Cook - Project Manager
   Thomas.Cook@gwinnettcounty.com
   470-913-3522

2. City Schools of Decatur
   Dewayne Sherman- Facilities Director
   dsherman@csdecatur.net
   404-319-7961

3. City of Norcross
   John Davis - Public Works
   jdavis@norcrossga.net
   770-550-2931

4. City of Decatur
   Felix Floyd - Facilities Superintendent
   felix.floyd@decaturga.com
   404-597-3217

5. Sundance Bay Properties
   Bogdan Manoli
   bogdan.manoli@sundancebay.com
   305.753.0413

6. Gwinnett County
   Jeremy Vanoy - Construction Manager
   jeremy.vanoy@gwinnettcounty.com
   770-653-0054

7. City of Covington
   Luther Bouchillon - Facility Manager
   lbouchillon@cityofcovington.org
   678-725-0448

8. Cobb County School District
   Roy Collis - Maintenance Supervisor
   roy.collis@cobbk12.org
   770-231-9567

9. Dalton Public School
   Rusty Lount - Director of Operations
   rusty.lount@dalton.k12.ga.us
   706-271-6308

10. Oconee County Schools
    Fred W. Ricketson - Director of Facilities
    fricketson@oconeeschools.org
    706-201-3016

11. Watermark Restoration
    Dennis Gerber - Manager
    dgerber@watermark.us
    404-858-6968

12. City of Dunwoody
    Todd Meadows - PE
    todd.meadows@dunwoodyga.gov
    678-469-5614

13. Lichty Commercial
    Jeff Hackney
    jhackney@lichtycommercial.com
    770-231-6500

14. Dekalb County Schools
    Christopher Young - Facilities
    cyoung@csdecatur.net
    470-889-3189

15. Dekalb CSB
    Keith Andrews - Lead Facilities
    keitha@dekcsb.org
    470-907-2413

16. Henry County
    Chris Mathews -Assistant Director
    chrismatthews@co.henry.ga.us
    770-288-6516

17. Forsyth County
    Melody L. Fontana - Project Manager
    mlfontana@forsythco.com
    470-622-9695

List of Similar Projects

Watermark Restoration:
Dennis Gerber - Manager dgerber@watermark.us 404-858-6968
CGS LLC provided a comprehensive overhaul of the stair system, addressing metal deterioration, structural deficiencies, and aesthetic upgrades. The scope included the **removal and replacement of 85 concrete/metal steps**, installation of **new metal angles, nuts, and washers**, and performance of **15 targeted metal repairs** throughout the stair assemblies to restore stability and prolong system life. The crew also completed full **metal preparation and refinishing**, including sanding all rusted areas, **painting metal railings, stair pans, and newly installed metal steps**, ensuring uniform protection and an improved visual appearance. All debris generated during demolition and repairs was removed, with **dumpster services included** to maintain a clean and safe work environment.

Polk County- Pole Barn
Connor Hopper - CHooper@polkga.org
$18,400.00
CGS LLC completed a metal restoration and upgrade project for the Polk County pole barn facility, which included installing approximately **1,000 square feet of new metal wall panels** and constructing a surrounding structural frame to reinforce the existing barn walls. The scope also included the installation of a **16' x 12' roll-up door** to improve access and functionality, as well as the installation of a **commercial-grade metal personnel door** with a new frame for enhanced durability and security. This work provided significant structural improvements, improved accessibility, and upgraded the overall performance of the facility.

City of Chamblee
Concrete and metal railings
$33,745.00
CGS LLC completed a full site improvement project for the **City of Chamblee**, beginning with the demolition and **removal of existing metal railings**, boards, and framing across a 1,464 SF area to prepare the site for reconstruction. The scope included building a new **115-foot CMU retaining wall** with reinforced 3,000 PSI footings, installing and compacting **8 inches of gravel**, and forming and pouring a new **1,464 SF concrete slab** using 3,000 PSI microfiber concrete with a light broom finish. As part of the restoration, CGS also **installed new metal railings** to replace the removed deteriorated system, ensuring enhanced safety and improved aesthetics.

Gwinnett County Fire Station 11 – Standing Seam Metal Roof Replacement
Thomas Cook- Thomas.Cook@gwinnettcounty.com 470.913.3522
CGS LLC successfully completed the full standing seam metal roof replacement at Gwinnett County Fire Station 11. The project included the removal of the existing roof system and installation of a new **dark green standing seam metal roof** with matching trim, ridge caps, and flashing details to provide a watertight, long-lasting solution.Our team carefully coordinated all work with the County to ensure that Fire Station 11 remained fully operational throughout construction. This included staging materials and equipment to maintain emergency vehicle access, scheduling work phases to minimize noise and disruption, and adhering to strict safety standards to protect both first responders and the public

RFB 25-13 Roofs for Fire Services-Contract
Bill McCoullough- bmccullough@co.newton.ga.us- 404-640-1355
CGS LLC was selected by Newton County to perform full standing seam metal roof replacements at Fire Station 2 and Fire Station 3. The project included the removal of the existing roof systems and installation of new **standing seam metal panels** — grey at Station 2 to match the gutters and green at Station 3 to match the existing roof color. The scope also included removal and replacement of all pipe boots, vents, and deteriorated decking, with proper disposal of all materials and debris in compliance with County and OSHA standards

Contracts on hand / Contracts Recently Executed

- Habersham - AVITA ($31,15.00) and Health Dept roof ($38,990.00)
- Start Date: 12/8 Completion Date: 12/29 (weather permitting)

- Lee County - Roof replacement ($91,329.21)
-Start Date: TBD

- Rockdale county on call concrete (price/unit)
- Start Date: on call basis as projects arise

- City of Stockbridge on call concrete (price/unit)
- Start Date: on call basis as projects arise

Have you ever failed to complete a contract? / Defaulted on contract?

CGS has never failed to complete or defaulted on a contract awarded.

CGS completes all projects within the time allot given, unless acts of god happen or weather permitting.

How long do you warrant a project?

CGS offers a 3 year labor and manufacturer warranty

Insurance

CGS maintains General Liability , Workers comp and Auto liability throughout the year. Always maintaining compliance

1. Detailed Implementation Plan and Project Timeline

a. Removal & Installation Processes and Phases

CGS LLC will perform all work in accordance with the RFP's required phases for demolition, installation, finishing, safety setup, and compliance. The following plan aligns with the City's stated expectations for removal, installation, safety barriers, anchoring, and finishing as outlined in Section 2 – Project Scope.

PHASE 1 — MOBILIZATION & SITE PREPARATION

- Transport all tools, equipment, and materials to the jobsite.
- Establish jobsite layout and staging areas.
- Install required **temporary fall protection, signage, safety barricades, and pedestrian control measures** "to secure the area between removal and installation."
- Coordinate site access with Parks & Public Works.
- Verify measurements and field conditions before demolition.

PHASE 2 — REMOVAL OF EXISTING RAILING

CGS will:

- Carefully remove **1,300–1,400 linear feet** of existing iron railings.
- Prevent damage to adjacent stone, concrete, brick, and landscaping.
- Load, haul, and dispose of all materials in accordance with local regulations ("proper disposal or recycling").
- **Inspect and prepare the substrate**—grinding, leveling, patching, and cleaning to ensure proper adhesion and anchoring of the new rail system.

PHASE 3 — INSTALLATION OF NEW METAL RAILINGS

(Reference: *Construction of new railing*)

CGS will supply and install **1,300–1,400 LF of new metal railing** in accordance with technical specifications:

- Install posts on required spacing (6 ft max).
- Attach railings via code-approved anchoring systems in concrete.
- Perform all **cutting, welding, grinding, and finishing onsite** following industry best practices.
- Ensure railings meet height standards (minimum 42 inches).

Design & Layout

- Total railing length: **1,300–1,400 linear feet**
- Height: **Minimum 42 inches**
- Custom railing profiles may be matched to existing aesthetics or City-preferred style.

Material Specifications

- Posts: **3-inch square steel tubing**
- Top rail: **1.5-inch decorative cap railing**
- Pickets: ¾–1” steel tubing or as specified
- Finish: **Black powder coating**, sandblasted prior to coating as required in the RFP
- Anchoring method: **Concrete anchors** (Simpson/Hilti recommended), epoxy-set where required

Methods of Attachment

- Anchors installed per manufacturer recommendations and load calculations.
- Welded joints executed by certified welders following AWS standards.
- Post spacing per RFP requirement: **Maximum of 6 feet** between posts.

Code and Safety Compliance

CGS LLC will comply fully with:

- **City of Norcross Building Codes** (RFP Section 1 & General Requirements)

- **IBC (International Building Code)** standards for railing height, load resistance, picket spacing, and fall protection requirements.
- **OSHA 29 CFR 1926** for site safety, worker protection, and hazard control (required in RFP Section 9.11).
- Welding practices per **AWS D1.1 Structural Welding Code**.
- Compliance with permitting requirements as the RFP states a permit is anticipated and contractor is responsible for obtaining it.

  CGS incorporates daily jobsite inspections, hazard assessments, safety briefings, fall-protection systems, and controlled-access zones throughout construction.

Major Equipment Available for This Contract

CGS LLC owns and operates the following equipment relevant to railing demolition, fabrication, and installation:

Metalwork & Fabrication

- MIG & Stick Welders
- Portable welding rigs
- Cutting torches
- Grinders, metal saws, bandsaws
- Magnetic drill presses

Concrete & Anchoring

- Hammer drills / rotary hammers
- Core drills
- Hilti & Simpson anchoring systems
- Concrete saws and demo saws

Access & Lifting

- Aluminum & fiberglass ladders (6–20 ft)
- Boom lifts & scissor lifts (available as needed)

Site & Installation Tools

- Impact drivers, torque wrenches
  Levels, squares, plumb tools, marking lasers
- Material carts, dollies, and pallets
- Temporary fencing, cones, and barricades for safety compliance

CGS can also supplement equipment through rental partners when needed, allowing rapid mobilization and continuous productivity.

APPENDIX E
RFP PW 26-01
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.

References for CGS LLC - Lillian Webb Park Railing

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

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

Company Name: Watermark Restoration

Description of Project: Remove and replace 239 concrete stair treads. Remove and replace 155 metal tread brackets. Repair 5 split metal columns. Replace 32 metal pans underneath stair landings.

Completion Date: 7/2023

Contact Person: Dennis Gerber

Telephone: 404-858-6968 Fax: _____

Email address: dgerber@watermark.us.com

Company Name: City of Doraville

Description of Project: Install new metal railing next to new sidewalk on Peachtree Industrial

Completion Date: 10/2025

Contact Person: Chris LaFleur

Telephone: 470-223-4222 Fax: _____

Email address: chris.Lafleur@Doravillega.us

Company Name: Clayton County

Description of Project: Concrete and metal Carport Installation

Completion Date: 6/2024

Contact Person: Joshua Carr

Telephone: 770-477-3618 Fax: _____

Email address: Joshua.Carr@claytoncountyga.gov

Company Name: City of Lawrenceville

Description of Project: Replacement of the Lawrenceville Parking Deck Stairs, Stringers, and Railings Project

Completion Date: 12/2023

Contact Person: Brian Osborne

Telephone: 678-407-6597 Fax: _____

Email address: Brian.Osborne@lawrencevillega.org

Company Name: City of Brookhaven

Description of Project: Metal railing in new concrete sidewalk

Completion Date: 1/2025

Contact Person: Douglas Armstrong

Telephone: 404-680-7014 Fax: _____

Email address: douglas.armstrong@brookhavenga.gov

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Docusign Envelope ID: AC3A4BF8-D747-4E50-90D7-7089C2CB18C2

CITY OF ATLANTA

SUITE 5100
68 MITCHELL STREET, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

Andre Dickens
Mayor

OFFICE OF CONTRACT COMPLIANCE
Rocsean Spencer
Director

August 28, 2024

Mr. Joaquin Contreras
CGS, LLC
6040 Dawon Blvd., Ste. K
Norcross, GA 30093

ANNIVERSARY DATE: August 28

Dear Mr. Contreras:

Your firm has been certified as a **Hispanic American Business Enterprise (HABE)** with the City of Atlanta's Equal Business Opportunity Program (EBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in EBO plans submitted by contractors bidding on City of Atlanta projects.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Equal Business Opportunity Register.

Additionally, your company is required to submit a full EBO/SBO application six (6) weeks prior to your expiration date via the City of Atlanta's Supplier Diversity Management System (SDMS).

We welcome you to the City of Atlanta's Equal Business Opportunity Program.

Sincerely,

DocuSigned by:
Meghan Payne
498D118824024C6...
Meghan Payne, Contracts Compliance Manager
Mayor's Office of Contract Compliance

Certification #: 2024-29-199 **Supplier ID #:** 2403461 **Phone #:** (404) 234-0248

Business: Framing, roofing, siding, and masonry contractor

cc: Rocsean Spencer, Director Initial RS

Docusign Envelope ID: AC3A4BF8-D747-4E50-90D7-7089C2CB18C2

CITY OF ATLANTA

SUITE 5100
68 MITCHELL STREET, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

Andre Dickens
Mayor

OFFICE OF CONTRACT COMPLIANCE
Rocsean Spencer
Director

August 28, 2024

Mr. Joaquin Contreras
CGS, LLC
6040 Dawon Blvd., Ste. K
Norcross, GA 30093

ANNIVERSARY DATE: August 28

Dear Mr. Contreras:

Your firm has been certified as a **Small Business Enterprise (SBE)** with the City of Atlanta's Small Business Opportunity Program (SBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in SBO plans submitted by contractors bidding on City of Atlanta projects.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Small Business Opportunity Register.

Additionally, your company is required to submit a full EBO/SBO application six (6) weeks prior to your expiration date via the City of Atlanta's Supplier Diversity Management System (SDMS).

We welcome you to the City of Atlanta's Small Business Opportunity Program.

Sincerely,

DocuSigned by:
Meghan Payne
Meghan Payne, Contracts Compliance Manager
Mayor's Office of Contract Compliance

Certification #: 2024-29-213 **Supplier ID #:** 2403461 **Phone #:** (404) 234-0248

Business: Framing, roofing, siding, and masonry contractor

cc: Rocsean Spencer, Director Initial RS

THIS CERTIFIES THAT

CGS LLC

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **GEORGIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 236220; 238170; 238130; 238160; 238190; 238910; 238990; 238140; 238310; 238340

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

06/30/2022		AT241525
Issued Date		**Certificate Number**
04/30/2023	**Ying McGuire** **NMSDC CEO and President**	Stacey Key
Expiration Date		**Stacey Key, President and CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Certifications

Tremco Incorporated

TREMCO
Commercial Sealants & Waterproofing

Local Office: 292 Old Rosser Rd, Stone Mountain, GA 30087 www.tremcosealants.com

Chris Mayhew
Senior Technical Sales Rep
P 800.551.9680
M 404.805.2739
cmayhew@tremcoinc.com

Joaquin Contreras
CGS Waterproofing
6040 Dawson Blvd, Suite K
Norcross, GA 30093

March 8, 2022

RE: Approved Applicator – Tremco Willseal 600

Dear Joaquin,
CGS is an approved applicator of Tremco's Willseal 600 product. Please feel free to contact me with any questions or concerns.

Sincerely,
Chris Mayhew, CDT, ABAA Certified
Senior Technical Sales
Tremco CPG

List of our clients

List of our clients

APPENDIX D
RFP PW 26-01
ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
1	12/4/2025	jc
2	12/4/2025	jc
3	12/4/2025	jc

☐ No addenda were received:

Acknowledged for: CGS LLC
(Name of Firm)

Signature of Authorized Representative

Joaquin Contreras
Name (Print or Type)

Owner / CEO
Title

12/4/2025
Date

APPENDIX E
RFP PW 26-01
PACKET CHECKLIST

FIRM NAME: CGS LLC

PROJECT: Lillian Webb Park Railing

DATE: 12/4/2025

Please use this checklist to ensure you have properly completed all forms and requirements. ***Use of this appendix is not required but highly recommended to ensure responsiveness of proposal.***

✓ Two Hard Copies & One Electronic Copy of Bid Package (*including completed appendices and all required forms*)

Bid Package Components:

✓ Statement of Qualifications and Equipment

✓ Cost Proposal Form

✓ References Form ***or*** Letters of Reference

✓ Acknowledgement of Addenda Form

✓ 5% Bid Bond if bid amount is over $30,000

✓ Performance Bond (public works contracts with bid amounts over $30,000)

✓ Certificate of Liability Insurance

✓ E-Verify Contractor & SAVE Affidavits (with secure and verifiable document)

Mail or deliver to:
City of Norcross Public Works Department
345 Lively Avenue
Norcross, GA 30071
Attn: Charlene Marsh, Procurement and Capital Projects Manager
RFP PW 26-01 – LILLAN WEBB PARK RAILING

APPENDIX B – COMPENSATION FOR LILLIAN WEBB PARK RAILING

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

APPENDIX D

RFP PW 26-01
REVISED COST PROPOSAL FORM

This form must be submitted in a sealed envelope.

Project Name: Request for Proposals Lillian Webb Park Railing

ITEM	DESCRIPTION	PRICE
1.	Removal of 1,300-1,400 linear feet of iron handrailing	$ 14,160
2.	Construction of new handrailing	$ 83,780
3.	Finishing and cleanup	$ 5,900
	TOTAL PRICE	$ 103,840

Additional Add-On

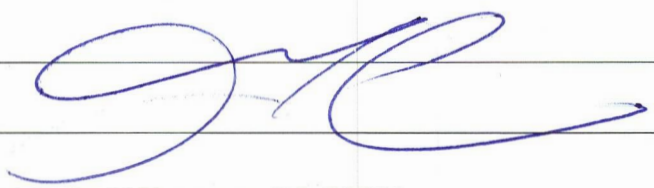
ITEM	DESCRIPTION	PRICE PER LF
1.	Construction of staircase handrailing	$29.50
2.	Construction of fall protection railing	$47.20

BIDDER, in compliance with the Request for Proposals associated with this project, having examined the Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the production and contract requirements, within the time set forth therein, and at the price(s) stated above. This price is to cover all expenses including overhead and profit incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER verifies that all information provided in response to this bid package is truthful and accurate to the best of the Bidder's knowledge and belief.

This bid is submitted to the City of Norcross by:

Firm Name: CGS LLC

Authorized Representative: 

Firm Address: 6040 Dawson Blvd Suite K Norcross GA 30093

City of Norcross
Department of Public Works

REQUEST FOR PROPOSALS
LILLIAN WEBB PARK RAILING
RFP PW 26-01

City of Norcross
Department of Public Works

REQUEST FOR PROPOSALS
LILLIAN WEBB PARK RAILING
RFP PW 26-01

The City of Norcross Public Works department is soliciting sealed competitive proposals from qualified, licensed, insured contractors for the removal and replacement of between 1,300 to1,400 linear feet of iron handrailing at Lillian Webb Park.

Desired project completion by March 16, 2025. All work must be completed in 60 days from when Notice to Proceed is issued and in accordance with industry specifications and standards.

The BID package should be clearly marked "**RFP PW 26-01 – LILLIAN WEBB PARK RAILING"** on its face and submitted by **11:00 a.m. on December 4, 2025,** to the address below. Please submit two printed copies and one electronic copy (USB) of your package to:

City of Norcross – Public Works
345 Lively Avenue
Norcross, GA 30071
Attn: Charlene Marsh, Capital Projects Manager
RFP PW 26-01 – LILLIAN WEBB PARK RAILING

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 **November 21, 2025**. A Q&A addendum will be posted within a week.

An ***optional, but highly recommended*** pre-proposal meeting with a site visit will take place on **November 19, 2025, at 10:00 a.m**. at the Public Works department located at 345 Lively Avenue Norcross GA 30071.

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

No BID may be withdrawn within thirty (30) days after the BID opening. Requests for withdrawals must be submitted in writing. All BIDS shall remain firm for 90 days after bid opening.

We appreciate your interest in the City of Norcross!

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 RFP 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 RFP.

4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Capital Projects Manager by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for this RFP will be posted on the City's website and will include all questions asked and answered concerning the RFP.

5. _____ **Follow the format required in the RFP** when preparing your response. Provide point- by-point responses to all sections in a clear and concise manner.

6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the City or Evaluation Committee will know what your capabilities are or what items/services you can provide, even if you have previously contracted with the City. Evaluations are based solely on the information and materials provided in your response.

7. _____ **Use the forms provided**, i.e., sample budget form, certification forms, etc.

8. _____ **Check the City website for RFP addenda.** Before submitting your response, check the City website at https://www.norcrossga.net/bids.aspx to see whether any addenda were issued for the RFP.

9. _____ **Review and read the RFP 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. INTRODUCTION

The City of Norcross Public Works department is soliciting sealed competitive proposals from qualified, licensed, insured contractors for the removal and replacement of iron handrailing at Lillian Webb Park. The rail replacement is intended to guarantee longevity and to address needs identified by recent inspections of the current state of the railing. A building permit is anticipated for the project and will be the responsibility of the contractor. All work must be completed in 60 days from when Notice to Proceed is issued and in accordance with industry specifications and standards and City of Norcross code.

2. PROJECT SCOPE

Mobilization/Demobilization

Includes establishing job site based on plans for the duration of the job and mobilization and restoration after the project. Also includes the following

- Transportation of all necessary equipment, tools, and materials to the job site.
- Site preparation and safety setup, including temporary fall protection, signage, and barriers to secure the area between removal and installation

Removal of existing railing

- Includes removal, hauling, and disposal of existing handrailing:
- Careful removal of approximately 1,300-1,400 linear feet of existing railing.
- Proper disposal or recycling of removed materials in accordance with local regulations.
- Inspection and preparation of the substrate (concrete, stone, wood, etc.) for new installation.

Construction of new railing

- Supply and install 1,300-1,400 linear feet of new **metal railings** to match project specifications (to be defined: material type, finish, height, spacing, style, etc.)
- Anchoring and securing railings to ensure compliance with applicable safety codes.
- All cutting, welding, grinding, and finishing to be performed onsite as needed.

Finishing and Clean-Up

- Protective coatings as required (**Sandblast prior before applying black powered coating**)
- Ensure all installed railings are level, secure, and free from defects.
- Remove all debris and clean the site upon completion.

General Requirements

- All work must comply with local building codes, OSHA safety standards, and project specifications.
- Contractor to coordinate with the client regarding access, scheduling, and any required inspections.

Location
5 College Street
Norcross, Georgia
30071

3. SPECIFICATIONS

Minimum requirements for technical design:

- **Length:** 1,300-1,400 linear feet
- **Height:** Minimum of 42 inches from stair tread to top
- **Posts:** 3-inch square steel tubing; 1.5-inch decorative cap railing
- **Post spacing:** Maximum of 6 feet
- **Finish:** Black powder coating (**sandblast material prior**)
- **Anchoring:** Concrete

4. GENERAL INFORMATION

Bidders are advised to thoroughly understand the general conditions and special provisions prior to submitting their bids.

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.

5. SCHEDULE OF EVENTS

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

6. BID SUBMISSION GUIDELINES

A complete submission includes the following components:

- Cover Letter
- Statement of Qualifications and Equipment (Appendix B)
- References Form (Appendix D)
- Sealed Cost Proposal (Appendix E)
- Acknowledgement of Addenda (Appendix F)
- 5% Bid Bond (for bid amounts over $30,000)
- Performance Bond (for bid amounts over $30,000)
- Certificate of Liability Insurance
- E-Verify Contractor & SAVE Affidavits (with required documentation)

7. EVALUATION CRITERIA

The proposal evaluation will be made on the following criteria:

Evaluation Criteria	Max Score
Proposed Approach & Timeline	25
Experience & Qualifications	20
References	15
Cost Proposal	40
Total	**100**

8. COMMUNICATIONS WITH STAFF

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

Company Name
1. Question
Citation of relevant section of the RFP

9. GENERAL CONDITIONS

9.1. REQUIREMENTS

Bid must include labor and all materials as specified; no substitutions for materials are allowed unless approved by City of Norcross.

9.2. QUALIFICATIONS

9.2.1. Bids will be considered only from experienced, licensed, and well-equipped Contractor(s) engaged in work of this type and magnitude. Bidders must provide their own materials and tools for this contract.

9.2.2. 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.

9.2.3. During the term of the agreement, Contractor shall, as its sole expense, secure and maintain in-force policies of insurance of the following types:

9.2.3.1. Workers' compensation coverage in accordance with the statutory requirements of the jurisdiction in which Services are to be performed.

9.2.3.2. Employer's liability insurance with a minimum of $250,000.

9.2.3.3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined at least $1,000,000 aggregate.

9.2.3.4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least $1,000,000 per occurrence.

9.2.4. Contractor shall furnish Client Certificates of Insurance evidencing the insurance coverages required. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this agreement, the issuing company will endeavor to mail thirty (30) days' written notice to Client

9.3. GUARANTEE TO ACCOMPANY BID

9.3.1. 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.

9.3.2. A performance bond is required for all public works contracts where the cost is $30,000 or greater.

9.4. JOINT VENTURES

9.4.1. 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.

9.5. AUTHORITY TO SIGN

9.5.1. Bidder must ensure that the legal proper name of their firm and/or corporation is printed OR typed as appropriate on all documents.

9.6. RIGHTS RESERVED

9.6.1. 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.

9.6.2. 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.

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

9.7. AWARD OF CONTRACT

9.7.1. 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.

9.7.2. 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.

9.7.3. 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.

9.7.4. The City reserves the option to negotiate terms, conditions, and pricing with the most responsive, responsible and lowest bidder at its discretion.

9.7.5. 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.

9.7.6. 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**.

9.7.7. 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 listed in this RFP.

9.8. PRODUCTION REQUIREMENTS

9.8.1. 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 RFP within 90 days from the Notice to Proceed.

9.9. PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

9.9.1. 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 **Michael Jones, Parks 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.

9.9.2. 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.

9.10. LOCATION AND SITE(S)

9.10.1. The site(s) of the proposed work is within City limits of the City of Norcross, Georgia.

9.10.2. 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.

9.10.3. The Contractor, before submitting a bid is required to visit the site(s) and acquaint themselves with the actual conditions and the location of any and/or all obstructions that may exist on the site(s).

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

9.11. COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

9.11.1. 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.

9.12. MATERIALS

9.12.1. 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.

9.12.2. 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.

9.13. INSPECTION

9.13.1. 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.

9.14. NON-COLLUSION

9.14.1. 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.

9.15 CONTRACT REQUIREMENTS

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

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

9.15.3 Provide Insurance Certificates as specified in the RFP Checklist.

9.15.4 Provide bonding as required by the RFP documents.

9.15.5 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.

9.15.6 Liquidated Damages: In the event of any delay which is not the fault or responsibility of the Contractor or any supplier to the Contractor, the Contractor is entitled to additional days for performance of this Contract. Contractor shall not be entitled to any additional money for any delay which they encounter. The Contractor's sole remedy shall be to obtain an extension of time from the Owner within which this Contract is to be performed. Under no circumstances shall the Contractor be entitled to assert any claim of entitlement against the Owner for actual or consequential damages resulting from delays. In conformity with the "time is of the essence" provisions of this contract, the amount of liquidated damages for this contract shall be in the amount of $300 per workday for every day the contract is not completed after 90 days from the time of the Notice to Proceed.

9.16 MISCELLANEOUS PROVISIONS

9.16.1 Permits

A building permit is anticipated for this project. Acquisition of permits will be the responsibility of the contractor.

9.16.2 Work Hours

Monday through Friday 8:00am to 8:00 pm.

9.16.3 Detour/Closures

All road closures and detours shall be approved by the Norcross Public Works department.

9.16.4 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**.**

9.16.5 Project Briefing

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

9.16.6 Disposal of Refuse

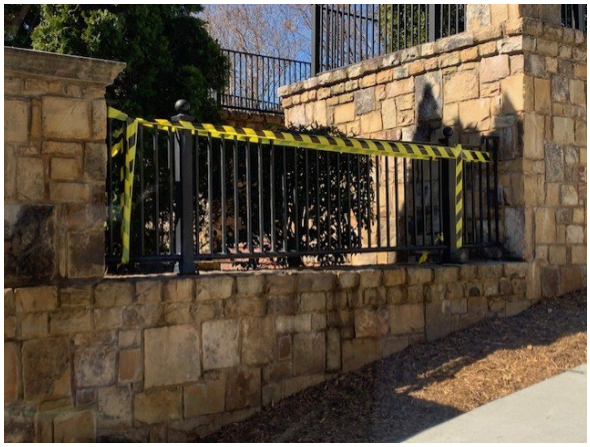
The Contractor shall be solely responsible for disposing of materials and shall consider, before bidding, the compliance with the above stated ordinances and regulations. Disposal of debris must be done in a lawful manner, in accordance with all applicable federal, state and/or local laws, statutes,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

APPENDIX A
RFP PW 26-01
SCHEDULE OF EVENTS

Event:	Date:
Release of RFP	November 5, 2025, 11:00 a.m.
*Pre-bid Meeting & Site Visit	November 19, 2025, 10:00 a.m.
Deadline for Written Questions	November 21, 2025, 5:00 p.m.
Bids Due	December 4, 2025, 11:00 a.m.
Bid Review/Evaluation	On/About December 2025
Contract Award (On/about)	January 2025

Optional but highly recommended

APPENDIX B
RFP PW 26-01
SITE PHOTOS



APPENDIX C
RFP PW 26-01
STATEMENT OF QUALIFICATIONS AND EQUIPMENT

All questions must be answered. Information given must be clear and comprehensive.

ABOUT THE FIRM

1. Name of Bidder
2. Permanent main office address, email address, & pertinent contact numbers
3. 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?
4. Attach a list of your proposed project personnel with job titles, responsibilities, and resumes

EXPERIENCE

1. Attach a list of 3-5 similar projects completed in the last 5 five years.
2. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
3. Contracts recently executed with similar governmental clients and similar scopes of work (including gross amount of each contract and the approximate dates of completion)
4. Have you ever failed to complete any work awarded to you, if so, where, and why?
5. Have you ever defaulted on a Contract, if so, where, and why?
6. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?
7. How long do you warrant a project?
8. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?

PROJECT APPROACH

Provide information on the following:

1. Detailed implementation plan and project timeline
    a. Description of removal and installation processes and phases
    b. Project schedule (including proposed window of time between removal and installation)
2. Proposed design and specifications
    a. Design, layout, dimensions, methods of attachment, and material specifications
3. Code and safety compliance
4. List your major equipment available for this contract.

APPENDIX D
RFP PW 26-01
COST PROPOSAL FORM

This form must be submitted in a sealed envelope.

Project Name: _____

ITEM	DESCRIPTION	PRICE
1.	Removal of 1,300-1,400 linear feet of iron handrailing	$
2.	Construction of new handrailing	$
3.	Finishing and cleanup	$
	TOTAL PRICE	**$**

BIDDER, in compliance with the Request for Proposals associated with this project, having examined the Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the production and contract requirements, within the time set forth therein, and at the price(s) stated above. This price is to cover all expenses including overhead and profit incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER verifies that all information provided in response to this bid package is truthful and accurate to the best of the Bidder's knowledge and belief.

This bid is submitted to the City of Norcross by:

Firm Name: _____

Authorized Representative: _____

Firm Address: _____

APPENDIX E
RFP PW 26-01
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.

References for _____

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

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

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

APPENDIX D
RFP PW 26-01
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

APPENDIX E
RFP PW 26-01
PACKET CHECKLIST

FIRM NAME: _____

PROJECT: _____

DATE: _____

Please use this checklist to ensure you have properly completed all forms and requirements. ***Use of this appendix is not required but highly recommended to ensure responsiveness of proposal.***

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

Bid Package Components:

_____ Statement of Qualifications and Equipment

_____ Cost Proposal Form

_____ References Form ***or*** Letters of Reference

_____ Acknowledgement of Addenda Form

_____ 5% Bid Bond if bid amount is over $30,000

_____ Performance Bond (public works contracts with bid amounts over $30,000)

_____ Certificate of Liability Insurance

_____ E-Verify Contractor & SAVE Affidavits (with secure and verifiable document)

Mail or deliver to:
City of Norcross Public Works Department
345 Lively Avenue
Norcross, GA 30071
Attn: Charlene Marsh, Procurement and Capital Projects Manager
RFP PW 26-01 – LILLAN WEBB PARK RAILING

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

AGENDA REPORT

To: Mayor and Council

From: Jon Robinson, Finance Director

Meeting Date: January 5, 2026 – Regular Council Meeting (RCM)

Item No.: 2025-327

Title: Amendment to Purchasing Provisions within the Norcross Code of Ordinances and Financial Policy

CC: Eric Johnson, City Manager

Recommendation To approve amendments to the City of Norcross Financial Management Policies and corresponding amendments to Sections 16-75 and 16-76 of the Norcross Code of Ordinances.

Background The City of Norcross, like most local government jurisdictions in the state, rely on Procurement laws and regulations to purchase goods and services of the highest quality at the best possible price. This objective can only be accomplished if all departments are familiar with proper purchasing policies and procedures as required by law and local guidelines. Additionally, it is best practice to review the City's policies and procedures from time to time and make amendments as necessary to ensure its policies and procedures remain in compliance with state and local statues. The City has not completed a review or amendments to the policies or procedures since 2015. These amendments are recommended to remain compliant, ensure the City's procedures are relevant to current business operations and technology, and effectively manage risks.

After review of policies of other municipalities, such as Gwinnett County, City of Lilburn, City of Peachtree Corners, and City of Brookhaven, these amendments to the policy will further align the City of Norcross to increase efficiency, ensure transparency, and achieve the best value for taxpayers, promoting fairness for diverse businesses. Furthermore, these amendments will help the city to adhere to updated state laws and build public trust.

Financial Impact None

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

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
6. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments
Redlined Ordinance SEC. 16-76 16-76
Ordinance 16-76 16-76 Amendments
City of Norcross Purchase Policy (Redlined)
City of Norccross - Purchase Policy (Draft)

Sec. 16-75. Competitive bidding required.

(a) All contracts for capital expenditures, goods or ~~services~~services shall be procured in a manner that complies with the City of Norcross Financial Policy, as approved and amended by the City Council. ~~in the amount of $10,000.00 or more shall, except as otherwise provided in this article, be based wherever reasonably possible on three or more competitive sealed bids or competitive sealed proposals and be approved by the City Council. Any contract for capital expenditures, goods or services in the amount of $5,000.00 or more shall, except as otherwise provided in this article, be based wherever reasonably possible on three or more written quotes and be approved by the City Council.~~ The~~se~~ requirements sent forth therein may be waived by the City Council for professional services, sole source providers, state contracts, and capital improvements for the construction of buildings, renovations or other capital improvements to real estate owned by the city to the extent permitted by state law. Waivers must be made by resolution of the City Council.

(b) All sales of ~~personal~~ property of $~~500~~1,000.00 or more which have become obsolete and unusable shall, except as otherwise provided herein, be based wherever reasonably possible ~~on three or more~~ sealed competitive bids and be approved by the City Council. ~~If it is not reasonably possible to obtain such bids, then as many competitive bids or quotations as possible shall be obtained.~~

Commented [WD1]: Do the financial policies address changes to the sale price requiring council approval?

~~(c) The estimation of the value of any personal property to be sold shall be in the sole and absolute discretion of the City Council or its designated agent. All personal property valued at less than $500.00 may be sold in the manner provided by state law.~~

(d) The lowest responsible bid for capital expenditures and the highest responsible bid for sales shall be accepted, unless the City Council finds that the bid is not in the city's best interest, whereupon the City Council may accept another bid or may call for additional bids.

(e) The City Council shall have the right to reject any and all bids ~~,~~ or to cancel any proposed sales. The City Council shall have the right to waive formalities or technicalities that are not substantive to the Council's analysis of the responsibility of the bidder.

~~(Code 1979, § 3-1-33; Code 1998, § 38-88; Ord. No. 04-00, 2-7-2000; Ord. No. 02-2003, 2-3-2003)~~

~~State law reference(s)—Selling municipal property, O.C.G.A. § 36-37-6.~~

Sec. 16-76. City contracts; procedure.

(a) No contract with the city shall be binding on the city unless the following requirements are fulfilled:

(1) All contracts shall be in writing.

(2) Provided all written purchasing procedures and contracting requirements are fulfilled~~, the City Manager shall have the authority to bind the city by contract for any purchase or contract for equipment, supplies and contractual services to the extent provided by this article~~ as provided in the City of Norcross Financial Policy as approved and amended by the City Council.~~.~~

(3) At the discretion of the Council, contracts for goods or services in excess of $1,500.00 or more may be drawn by or submitted and reviewed by the City Attorney and signed by him/her to indicate such drafting or review.

(4) Upon approval by motion of the City Council, all ~~other~~ contracts shall be authorized and signed by the Mayor or a person designated in writing by the Council provided the designation is for a specific contract or subject only and such approval shall be ~~entered in the City Council journal of proceedings pursuant to the Charter~~memorialized in a resolution or in the City Council meeting minutes.

(b) The City Clerk shall authenticate all contracts and shall maintain a permanent indexed file of original copies of all city contracts.

(c) No contract for the sale, lease or purchase of real estate shall be valid without the approval of the City Council expressed by a motion to that effect adopted by a majority of the Councilmembers present.

~~(Code 1979, § 3-1-35; Code 1998, § 38-90; Ord. No. 04-98, § I(3-1-35(a)), 3-2-1998; Ord. No. 02-2003, 2-3-2003)~~

~~State law reference(s)—Requirement of performance and payment bonds for all city contractors where the contract is for over $5,000.00 and for any public work, O.C.G.A. §§ 36-82-101—36-82-105; sale of municipal property, O.C.G.A. § 36-37-6.~~

AN AMENDMENT TO THE CITY CODE OF ORDINANCES CHAPTER 16, ARTICLE III, SECTIONS 16-75 & 16-76 TO PROVIDE FOR COMPETITIVE BIDDING REQUIREMENTS AND AUTHORITY FOR CITY SALES AND DISPOSITIONS, TO PROVIDE FOR CITY CONTRACTING REQUIREMENTS, TO REPEAL CONTRADICTORY PROVISIONS, AND TO PROVIDE AN EFFECTIVE DATE

ENACTING CLAUSE. The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances is 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.

Sections 16-75 & 16-76 of Article III, Chapter 16 of Code of the City of Norcross shall be stricken in its entirety and replaced by the following provisions which shall become effective as of the effective date as provided below:

Sec. 16-75. Competitive bidding required.

(a) All contracts for capital expenditures, goods, or services shall be procured in a manner that complies with the City of Norcross Financial Management Polices, as approved and amended by the City Council. The requirements set forth therein may be waived by the City Council for professional services, sole source providers, state contracts, and capital improvements for the construction of buildings, renovations or other capital improvements to real estate owned by the city to the extent permitted by state law. Waivers must be made by resolution of the City Council.

(b) All sales of property which has become obsolete and/or unusable shall, except as otherwise provided herein, be sold in accordance with the Norcross Financial Management Policies.

(d) The lowest responsible bid for capital expenditures and the highest responsible bid for sales shall be accepted, unless the City Council finds that the bid is not in the city's best interest, whereupon the City Council may accept another bid or may call for additional bids.

(e) The City Council shall have the right to reject any and all bids or to cancel any proposed sales. The City Council shall have the right to waive formalities or technicalities that are

not substantive to the its analysis of the responsibility of the bidder.

Sec. 16-76. City contracts; procedure.

(a) No contract with the city shall be binding on the city unless the following requirements are fulfilled:

(1) All contracts shall be in writing.

(2) Provided all written purchasing procedures and contracting requirements are fulfilled as provided in the City of Norcross Financial Policy as approved and amended by the City Council.

(3) At the discretion of the Council, contracts for goods or services in excess of $1,500.00 or more may be drawn by or submitted and reviewed by the City Attorney and signed by him/her to indicate such drafting or review.

(4) Upon approval by motion of the City Council, all contracts shall be authorized and signed by the Mayor or a person designated in writing by the Council provided the designation is for a specific contract or subject only and such approval shall be memorialized in a resolution or in the City Council meeting minutes.

(b) The City Clerk shall authenticate all contracts and shall maintain a permanent indexed file of original copies of all city contracts.

(c) No contract for the sale, lease or purchase of real estate shall be valid without the approval of the City Council expressed by a motion to that effect adopted by a majority of the Councilmembers present.

II. REPEALER.

All previous ordinances and parts of ordinances in conflict with this Ordinance including but not limited to those previous iterations of Sections 16-75 & 16-76 are hereby repealed.

[Continued on Following Page]

III. EFFECTIVE DATE.

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

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of _____, 2026.

_____
Craig Newton, Mayor

ATTEST:

_____
Monique Lang, City Clerk

PART III

PURCHASING POLICIES
CITY OF NORCROSS, GEORGIA

INTRODUCTION

The purpose of these purchasing policies and procedures is to provide guidance to personnel engaged in the purchasing process throughout the City of Norcross.

These purchasing policies and procedures provide assistance to all departments in the City by promoting the obtainment of the best material or service of the highest quality at the best possible price. This objective can be accomplished only if all of the departments are familiar with proper purchasing policies and procedures as required by law and local guidelines.

The responsibility of each department shall include the purchase and distribution of supplies, materials, property, equipment and inventory pursuant to policies and procedures established by the Mayor and Council and in accordance with this manual and the laws of the State. The discharge of these duties will include the establishment of reliable and reputable sources of supply, the fostering of competition and good procurement practices consistent with timely accomplishment of its goals.

These policies and procedures will provide reference for questions that may arise in regard to purchasing requirements. Compliance with the provisions of this manual is mandatory. No provision is intended to conflict with state or local statutes, in which case, the provisions of the State or local statutes shall apply.

Any employee not complying with the rules and ~~regulation~~regulations of this manual shall be subject to disciplinary action in accordance with applicable personnel policies.

SECTION I. GENERAL INFORMATION

All acquisitions for goods and services over $2,000.00~~500.00~~ on behalf of the City of Norcross shall be made with a purchase order generated by the Finance ~~issuing~~ department. Goods and services obtained otherwise without proper authorization will ~~become the property of the purchaser, and~~purchaser and ~~will~~ be considered an *ultra vires* act and under no circumstances ~~in no manner~~ be the responsibility of the City of Norcross.

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It is the department's responsibility to properly pre-plan for the purchase of goods and ~~needed services~~services needed. This will assist in assuring continuity in departmental operations.

Departments are encouraged to seek the assistance of other personnel as early in the acquisition process as possible and as is necessary. ~~It is at this point that the using user department(s)s can realize the major benefits provided by the purchasing policies.~~

All documents and forms are to have department or division head signatures only. Any form or document not forwarded to the Finance ~~General Government Administration~~ Department in this manner will be returned to the requesting department.

The Finance Department shall serve all the City of Norcross Government by obtaining required commodities and services in accordance with State of Georgia law, City of Norcross ordinances and this policy. The Finance Department shall, except as otherwise specified herein, be responsible for the administration of all transactions governed by the provisions of this policy and shall serve as the principal Procurement Officer of the City. Unless otherwise provided, any duties and powers of the Finance Department Director may be delegated by him/her to subordinate purchasing staff members and other employees. The Finance Director shall be subject to the authority and supervision of the City Manager.

The Finance Director is authorized and responsible to establish, implement and enforce the written operational procedures relating to acquisitions and dispositions subject to this policy and the City of Norcross's Charter and its Ceode of Oordinances. Such procedures shall, to the extent consistent with applicable law and purchasing principles and practice ~~and shall~~, become effective upon approval of the Mayor and City Council. Additionally, these procedures shall be reviewed and revised every 7 years, or as necessary, through the same process used for their initial approval.

The Mayor and City Council may disclaim responsibility and liability for any purchase, expenditure, or agreement for expenditures arising from a procurement made in its name, or in the name of any governmental body under its authority, by an unauthorized person or persons acting outside this policy and the Code of Ordinances. ~~The~~To the extent permissible by law, the expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

This policy shall conform to all current applicable provisions of the laws of the United States and to the State of Georgia, and the provisions stated shall be so constructed whenever possible. In the event any portion of this policy shall be declared invalid for its failure to conform to federal and state law, such invalidity shall not affect the remaining portion thereof.

In this policy, unless the text requires otherwise:

1. Words in the singular number include the plural, and those in the plural include the singular.
2. Words of a particular gender include any gender and the neuter, and when the sense indicates, words of the neuter gender may refer to any gender,
3. "May" shall be permissive and not mandatory,
4. "Shall" shall be mandatory and not permissive
5. Terms, which are not specifically defined, shall have their usual and customary meanings.

Interested persons shall have access to information regarding procurement/purchasing transactions of the City of Norcross in accordance with the City policy and the Georgia Open Records Act, O.C.G.A. 50-18-70.

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A. PURCHASING OBJECTIVE

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Procurement of materials, supplies and services is an important function of the City's organization. Ultimately, the services which the City provides to its citizens are dependent upon these materials and supplies. In order to obtain the greatest value for every dollar spent, it is necessary to follow a set of policies when purchases are made.

Purchasing procedures are designed to meet the following objectives:

(1) To encourage the reduction and eventual elimination of small orders and emergency purchases.
(2) To encourage advanced planning.
(3) To reduce paper work through combined purchases.
(4) To encourage sapurchasing, through effective, fair and broad-based competition.
(5) To encourage cooperative intergovernmental purchasing by departments.
(6) To conduct City business in such an open manner that potential vendors may be impressed by the fairness of the system and thus be encouraged to furnish competition which will ensure that the City will secure the lowest price at all times.
(7) To provide inspection of purchases to determine that goods delivered meet the specifications established.
(8) To provide budget control and to ensure the financial stability of the City.
(9) To assure that the greatest value is received for the tax dollar expended in terms of quality, service and price.
(10) To supplement other internal control policiesTo provide safeguards for the maintenance otof quality and equity, in the purchase and disposition of City property.

B. PURCHASING ETHICS

Public confidence in the integrity of purchasing practices is very important. Therefore, our purchasing policy includes a Code of Ethics and all employees, officials and family members must adhere to the City Code of ethics outlined in Chapter 2, Article VIII of the City Code of Ordinances.. It is the policy of the City of Norcross to seek the best overall value when procuring goods and services. The city finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsible vendors wishing to furnish products and services to the City of Norcross. The following ethical practices should govern the conduct of every person employed by the City of Norcross.

(1) People involved in public purchasing are in full accord with the professional principles of public purchasing and are confident that we are qualified to serve under these principles to the advantage of the public jurisdiction which employs us.
(1) The City of Norcross declares that City employees and officials along with those wishing to do business with the city have shared responsibility for avoiding biased, anticompetitive or unethical practices.

(2) The City of Norcross employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in the procurement competition/process. The value thresholds shall align with the City of Norcross ethics ordinance for related materiality.

(3) Prospective vendors must compete for City business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications or influencing a procurement decision through any means outside the process established for the specific solicitation. This principle applies to any contractor, subcontractor, representative, employee or agent that may be associated with a procurement transaction.

(4) Ethical business practices are important both during a solicitation process and after the decision to grant an award. To this end, the City of Norcross seeks to establish relationships with business partners whose ongoing ethical standards of business conduct are congruent with those outlined here. The Finance Director is charged with establishing methods for ongoing monitoring for ~~non-~~compliance with these principles. The prohibition against the offering of or the acceptance of kickbacks, gratuities, payments or any other thing of value extends beyond and outside any specific procurement or solicitation.

(5) A vendor's contract compliance history with the City of Norcroor~~s~~ss and other contractual parties is a valid element in the decision to award a solicitation.

(6) The City of Norcross stipulates that the furtherance of its strategic goals for job creation, stability and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process.

(7) City employees, officials, and their families are generally prohibited from participating in any procurement decision or any gain of undue advantage in a procurement competition because of contemporaneous employment with a potential or actual business partner.

(8) It is unethical for any City employee or its officials to purchase commodities or services from a city contract for personal use.

(9) With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a City of Norcross contract may not initiate or continue any verbal or written communication regarding a solicitation with any City officer, elected officials, employee or other City representative other than the Purchasing associated names in the solicitation between the date of issuance of the solicitation and the date of the final contract award by the City Council. The Finance Director will review any violations and present them to the City Council if determined that such

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communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

~~(2) We believe in the dignity and worth of the service rendered by government and of our own social responsibility as trusted public servants.~~

~~(3) We are governed by the highest ideals of honor and integrity in all public and personal relationships in order that we may merit the respect and inspire the confidence of the agency and of the public which we serve.~~

~~(4) We believe that government employees should not accept valuable gifts, favors or benefits from vendors under circumstances which might be construed by reasonable persons as influencing the performance of our governmental duties.~~

~~(5) We believe that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest.~~

~~(6) We keep the public jurisdiction which employs us informed, through appropriate channels, on problems and progress of the agency which we serve, but keep ourselves in the background by emphasizing the importance of the facts.~~

~~(7) We do not seek or dispense personal favors. We handle each administrative problem objectively, without discrimination, on the basis of principle and justice.~~

~~(8) We recognize that our purchasing activities are of public interest and a matter of public record, and so conduct our operations so that all actions can be fully substantiated and legally defended in accordance with the awarding authority of the agency which we serve. To this end we maintain adequate records on all purchases as to class of purchase, prices paid, source of supply, and justification of award. However, we shall not disclose any information which might be detrimental to the public interest.~~

~~(9) We constantly endeavor to keep ourselves and members of our staff free from involvement which would place either in a position of possible "conflict of interest."~~

~~(10) Insofar as is practical, we employ the practice of open competitive bidding based upon adequate and open specifications.~~

SECTION II. POLICY SUMMARY AND GUIDELINES

A. PURCHASING POLICY SUMMARY

The City Manager has directed that all Departments must comply with the City's purchasing policies. Any agency doing business through the City will at all times follow these purchasing policies. ~~Financial Services~~The Finance Department will be responsible for developing and maintaining the necessary forms for the City's purchasing functions. Purchases will be approved by the Department Director or his designee and submitted to the Finance ~~General Government Administration~~ Department. All purchases above $2,000.00~~$500.00~~ require a purchase order. Competitive sealed bids or proposals from at least three ~~bidders~~ sources (wherever reasonably possible) ~~should~~ must be secured first for purchases or services $100,000.00~~$30,000.00~~ or more. If three bids or proposals for purchases are unobtainable, an explanation should be documented with the purchase request. City Council ~~action~~ approval is required for all purchases and services where cost ~~is~~ exceeds $100,000.00 ~~$30,000 or greater~~ for purchases and services that have not been approved in the budget.

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Seems like this sentence is applicable to getting estimates or quotes and not to public bids.

Membership dues, subscriptions, advertising, seminar fees and out-of-town expenses do not require a purchase order. Repairs and service calls should be processed in the same manner as purchases (including vehicle repairs). When cost is not determinable, the rate per hour and/or a minimum service charge should be submitted. A "not to exceed" figure should be requested. It will be the responsibility of the department to plan ahead in order to minimize inconvenience and delays due to delivery. For emergency needs refer to the Emergency Purchases Section.

Developing formal procedures is the primary role of the Finance ~~General Government Administration~~ Department. ~~General Government Administration~~ The Finance Department may at times ~~will sometimes~~ act on behalf of all departments for similar items such as office supplies in order to maximize volume discounts and insure availability of stock. Standardization will be employed whenever possible to minimize costs to the City. Participation in State contracts for certain items may~~will~~ be utilized and a reference file shall be maintained by affected department of current items available.

It is the intent that these policies be administered by the Finance ~~General Government Administration~~ Department in order to control costs, insure legal compliance, adhere to accounting and audit requirements and maintain the integrity of the City of Norcross.

The dollar limits for quotes and bids which will govern the proper procedure for the purchase of goods and services are as follows:

1. Less than ~~or equal to~~ $2,000.00 ~~$500.00~~. No purchase order is required. These purchases do not require a competitive bid process. Department Directors and/or authorized representatives may select supplier(s), taking into consideration: fair and reasonable cost, delivery/pickup time, and convenience to the work site.
2. $2,000.01 to $9,999.99 ~~$501.00 to $2,000.00~~. A purchase order is required. At least three Informal quotes are required. Verbal quotes are acceptable, but should be ~~submitted~~memorialized in writing by the purchasing agent and scanned into the Purchase requisition document. ~~Only one quote is needed. However, the General Government Administration Department recommends obtaining other quotes when time permits in order to obtain the best possible price for the City.~~
3. $10,000.00 to $99,999.99 ~~$2,001.00 to $5,000.00~~. A purchase order is required along with a minimum of three (3) ~~telephone~~ written quotes attached to the purchase order. Approval is required from the Department Director, Finance Director and City Manager.
4. ~~$5,001.00 to $29,999.00. A purchase order is required along with a minimum of three (3) written quotes attached to the purchase order. Reasonable efforts will be made to solicit written quotes from all~~

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~~responsible qualified vendors.~~

~~5.~~4. Over $100,000.00 ~~$30,000.00 and over~~. Purchases estimated in value to exceed $100,000 shall be made using at minimum three(3) formal ~~A purchase order is required along with three (3)~~ competitive sealed bids for purchases and services ~~that have not been approved in the budget~~. Reasonable efforts will be made to solicit sealed bids from the broadest possible list of qualified vendors. Prior to any award, the bid award recommendation ~~The purchase~~ must be approved by formal action of the City Council. After approval, a Purchase Requisition/Order and/or Services Contract will be processed.

- (a) Single Bidder procedure:

  If only one (1) proposal is received the City may:

  (1) Hold an additional round of bidding, or

  (2) If all the criteria below are met, the City may award a contract based on a single bid:

  a. Review the bid and determine if the specifications are clear and not overly restrictive,
  b. Determine if the bid is responsive and reasonable,
  c. Determine if the bid is fair and reasonable
  d. The City should assess if adequate competition was solicited and if it was reasonably expected that more than one bid would have been submitted,
  e. The City must document its findings and file with the proposals.

5. The Finance Department reviews all requisitions to ensure proper documentation. Per state law, all services or work of $2,500 or more require an E-Verify Contractor's Affidavit or SAVE document, completed, signed and notarized, with the original to the Finance Department.
6. Routing requests – All requests must be approved by the Director of each department. Once the approval has been given, a requisition will be entered into the financial software system by the requesting department. The Finance Department will then determine, based on the amount to be purchased, will need authorization from the City Manager or will need City Council approval. See thresholds for detailed information above.
7. ~~Purchase orders in excess of a **$2,000.00** must be signed by the City Manager.~~

. The practice of dividing the purchase of substantially similar goods or services into two or more purchase orders or contracts in order to evade the requirements applicable to purchases of $2,000.00 and over is strictly prohibited.

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Exemptions to the purchasing limitations are as follows:

Exemptions

The following supplies and services are exempted from the bid Policy.

1. Works of art for public places, or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to artists, musicians, and writers,
2. Printed copyright material including published books, maps, periodicals and technical pamphlets (not including software for computer systems), except where a greater savings can be realized by a quantity purchase,
3. Real property, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property and other related costs of acquisition of real property,
4. Purchases between governments and/or nonprofit organizations, joint venture,
5. Dues, membership and board member fees,
6. Subscriptions,
7. Services provided directly to individual citizens and employees including reimbursements and other miscellaneous payments, including but not limited to services provided in response to general liability insurance claims, solid waste services, and recreation and park attendants and instructor services,
8. Utilities, where there is no reasonable basis for competitive procurement, for example ~~including but not limited to~~ electric, water, sewage, ~~and~~ telephone,
9. Licensed health professionals, to include veterinary services,
10. Litigation and related legal expenses,
11. Training facilitators for meetings; travel, lodging or meal expenses not included in the City travel contract but are covered by other City policies and regulations,
12. Items for resale, such as surplus items or items for resale that require a particular manufacturer to enhance their marketability,
13. Advertisements and Legal advertisements including but not limited to ~~for~~ bid/proposal solicitations, Planning Commission, Zoning Board of Appeals, and other boards that are required by law to publicly advertise their meetings or actions.
14. Sole Source Vendors. Occasionally there are items purchased by the City that are only available from one vendor/manufacturer. This should be noted in a memo to the Finance ~~General Government Administration~~ Department and attached to the purchase order.
15. Reimbursed Purchases. Items that are purchased through the City of Norcross for an outside source and will be reimbursed to the City are not required to be approved by the City Council and may be

approved by the Department Head after prices are obtained through the less formal method of bidding. (Example: meters for hotels).

16. Repair of equipment or buildings where the extent of the project cannot be determined,

17. Materials or services required for confidential and secure investigations, apprehensions and detentions of individuals suspected of or convicted of criminal offences by law enforcement personnel,

18. Financial Instruments: Professional services and instruments/products related to the City's financial well-being as governed by policies by the City Council related to Debt Management and Investments. This exemption includes the purchase of professional services related to complex financial transactions and associated instruments. The areas covered by this exemption include debt, debt management, debt service, investments, assets, and pension assets. Examples of service providers include Financial Advisory Services; Underwriting Services; Broker Dealers, Arbitrage Calculation Services; Sinking Fund Custodian, Remarketing Agent, Liquidity Provider, Trustee, Paying Agent, Construction Fund Custodian, Escrow Agent, Verification Agent, and Registrar; Investment Advisory Services, and Pension Advisory Services,

19. Expense associated with the disassembly, evaluation, and/or repair of equipment components,

20. Professional services ~~explicity~~explicitly directed at improving the economic well-being and quality of life in the City of Norcross through efforts that include, but are not limited to the following: enhancement of economic activity, job creation, job retention, business retention & expansion, neighborhood development, tax base enhancements, marketing, etc.

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B. PURCHASING GUIDELINES

The following guidelines will apply to purchases made for the City of Norcross:

(1) Always obtain the price of any item before agreeing to buy it or before ordering it.
(2) If possible and practicable, always obtain three competitive prices.
(3) If possible and practicable, always obtain written quotations.
(4) Determine the quantity discounts available and obtain them if possible.
(5) Obtain discounts where possible due to volume of business.
(6) Request discount terms on invoice payment and record them on purchase order
(7) Wherever possible, negotiate for deliveries F.O.B. City of Norcross.

Department Heads have the responsibility and authority to expend the funds budgeted for the operation of their department. Department Heads are expected to control expenditures to these budgeted amounts and to effect savings where possible. It is the responsibility of the Finance ~~General Government Administration~~ Department staff to assist departments with efforts toward this end.

C. PURCHASE ORDERS

Standard purchase orders are generated by computer and essentially duplicate all information input from a requisition. The purchase order and invoice is sent to accounts payable for processing.

It is inappropriate for a purchase order to be issued after the fact except for emergency repairs and maintenance. The purchase order also represents a contract that ~~someone~~ a business will provide items and/or labor for an agreed upon price.

D. VENDORS

It is the responsibility of each department to establish a relationship of mutual confidence and satisfaction between the City and its suppliers. The City's policy in regard to vendors will be as follows:

1. All vendors' representatives will be received by each department. The Finance ~~General Government Administration~~ Department will inform, or pass along to Department Heads, useful information received from interviews, catalogs, advertising, etc.
2. Any arrangements made with vendor representatives for the purchase of goods or services by departmental personnel without proper purchasing procedures will not be acknowledged or upheld by the City of Norcross. The good or service will become the personal liability of the individual making commitment to the vendor for the unauthorized purchase.

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SECTION III. REQUISITION AND BUDGET REQUIREMENTS

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It is the City's policy that expenditures do not exceed established budget restraints. Each department has the responsibility and authority to expend only the funds appropriated per budget for the operation of their department.

By direction of Mayor and Council it is necessary and required that any expenditures from appropriations for a given budget year be utilized and paid prior to the end of that fiscal year. Materials and services ordered prior to but received after August 31 of each budget year will be encumbered at year-end and carried-forward ~~charged~~ to the current year's budget. Every effort should be made to request materials and services before August 1st in order to retain that expenditure or expense in the current year's budget. Only normal operating costs will be considered from August 1st to September 1st. No purchase orders will be issued later than 30 days prior to the end of the budget year expect for ~~after August 15th of each budget year except for~~ emergency purchases for operating purposes only.

SECTION IV. BIDS AND CONTRACTS

A. GENERAL GUIDELINES

Bid and contract procedures should be in compliance with adopted policies conducted in a fair, consistent manner which encourages competitive purchasing practices and maximizes the City's purchasing power for each tax dollar.

The following terminology may be required in bids and requests for proposals depending on the commodity or service being purchased.

Insurance

The contractor shall maintain the following insurance: (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than $1,000,000.00 per occurrence, and property damage with limits of no less than $500,000.00 per occurrence; (b) statutory worker's compensation insurance, including employer's liability insurance; and (c) employee dishonesty and/or crimes coverage with respect to personnel of the contractor having access to City buildings, with limits of no less than $50,000.00 per occurrence. All insurance shall be provided by an insurer(s) acceptable to the City, and shall provide for thirty (30) days prior notice of cancellation to the City. Upon request, the contractor shall deliver to the city a certificate or policy of insurance evidencing the contractor's compliance with this policy. The contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage; (c) employee dishonesty and/or crimes coverage with respect to personnel of the contractor having access to City buildings, with limits of no less than $50,000.00 per occurrence.

Bonding Requirements

Bid bonds, performance and payment bonds shall be required for all contracts requiring construction where cost is $100,000.00 ~~$50,000.00~~30,000.00 or greater. Performance bonds are required for public work contracts where cost is $100,000.00~~50,000.00~~30,000.00 or greater. Specific requirements shall be set by Mayor and Council for the City.

Commented [WD3]: Make this $100,000? Under 100k there wont be a bid to bond.

B. DISQUALIFIED CONTRACTORS

Any contractor to which one of the following applies will be considered disqualified from doing business with the City of Norcross:

1. Any contractor currently in material default or in liquidated damages on another City contract.

2. Any contractor (including any owner, officer, director or key employee) who has been convicted in the last 5 years of any crime involving bid rigging, kick-backs or similar conduct.

3. Any contractor that is currently in litigation with the City regarding a City contract.

4. Any contractor that has previously performed unsatisfactory work on another City contract and for which the City has written documentation to that effect.

C. CHANGE ORDERS

It is the policy of the City to minimize change orders on contracts. However, the City realizes that at times circumstances may dictate that changes be made to the scope of a project. In these cases, the following policies will be followed prior to proceeding:

<10~~5~~% of the total contract or <$10,000.00~~$2,000~~ (whichever is less) – The Department Head may approve the change orders but must notify the City Manager and Finance Director in writing prior to work/services proceeding with approval.

>10~~5~~% of the total contract or >$25,000.00~~2,000~~ (whichever is less) – The change order must be approved by formal action of the Mayor and City Council.~~City Manager~~.

The above parameters apply in the aggregate and not by each change order. These policies should be followed within each bracket until the aggregate amount reaches the next bracket. At that point in time, the policy for the next bracket would be followed by City staff. Prior to completion of a contract, all change orders not having received specific City Council approval should be bundled into one change order and placed on the City Council's agenda for ratification. The Department

Director will be responsible for processing the necessary documents (agenda item, memorandums, and documentation) to accomplish final ratification of remaining change orders.

D. COMPETITIVE SEALED BIDDING

1. Acquisitions ~~$30,000.00 or More~~ Greater than $100,000.00
   Any purchase or service which is expected to cost greater than $~~$100,000.00~~30,000.00 ~~or more~~ shall be acquired through the competitive sealed bid process except as otherwise provided in these policies.

2. Dissemination of Invitations to Bid
   Public notice of an Invitation to Bid shall be advertised as required by Georgia law. The public notice shall contain a general description of the item to be purchased, shall state the location where documents may be obtained and the date, time and place of bid opening. Notice of any of advertisement identified as likely to result in optional competition may be used in addition to required advertisement.

3. Receipt of Bids
   No bid shall be eligible for consideration by the City unless it is placed in a sealed envelope or package and actually received by the City by the date and time as specified in the Request for Bids. All bids are to be stamped with the date and time of receipt and secured until the designated opening time. A bid delivered late shall under no circumstances be eligible for consideration by the City. Late b~~B~~ids will~~shall~~ be returned unopened to the bidder.

4. Bid Opening
   Bids shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designed in the ~~Request~~ Invitation for Bids. The name of each bidder, the purchase price contained in each bid, and such other information as the City deems appropriate shall be announced as the bids are opened. A record of bid information shall be recorded and available for public Inspection.

5. Modification of Bids
   Any clerical mistake which is patently obvious on the face of a bid may, subject to the limitations described below, be corrected upon written request and verification submitted by the Offer. A non-material omission in a bid may be corrected if the City determined the correction to be in the City's best interests. Omissions affecting or relating to any of the following shall be deemed material and shall not be corrected after bid opening:

   a. Price information, and
   b. Any required insurance.

6. Withdrawal of Bids
Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bid shall be based upon the following:

The bidder shall give notice in writing of his claim of right to withdraw his bid due to an error within two business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quality of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be the low bid.

7. Bid Evaluation
a. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid. No criteria may be used in bid evaluation that are not specifically set for the in the solicitation.

b. Businesses with a current and valid City of Norcross Business License that respond to an invitation to bid shall receive a 'local business' credit toward their evaluation. The local business credit shall be defined as a 7.5~~5~~ point increase in scoring, on a scale of 100 scoring scale, on a qualifications based evaluation. For a bid price based selection, the local business shall get a 7.5% credit toward the bid for the purpose of award.

~~b.~~

8. Bid Cancellation
An Invitation for Bids may be canceled prior to opening date or any or all bids may be rejected in whole or in part as may be specified in the solicitation where it is in the best interest of the City in accordance with regulations promulgated by the City, or as a result of improper conduct on the part of a City employee. The reasons for any cancellation shall be made part of the bid file.

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9. Bid Award

a. Responsive and Responsible Bidder(s)

Subject to approval by the Mayor and City Council, bids shall be awarded to the responsible bidder(s) who have submitted the lowest cost responsive bid(s) or whose bis represents the best value to the City.~~.~~

b. Approval of Bids

All bid awards for amounts of $100,000.00~~30,000.00~~ or greater s~~S~~hall be approved or rejected by the Mayor and City Council.

c. Rejection or Deferral of Bids

The City reserved the right to reject any or all bids to allow time for additional evaluation or review of bids or for other business purposes or if it determines such rejection to be in the best interest of the City.

d. Disqualification of Bids

The following types of bids shall be disqualified for consideration for a bid award:

- A bid which is incomplete in any material aspect, element, or fact
- A bid submitted without required bonds or insurance, ~~and~~
- A bid submitted by an individual, firm or business on the Ineligible Source List
- A bid submitted by a company on the Disqualified Bidder List.
- A bid submitted by an individual, form or business who has litigation pending against the City, or anyone representing a firm or business in litigation against the City, not arising out of the procurement process, settlement on property title, or condemnation proceeding where the City is not subject to financial penalties.

e. Tie Bids

In the event two (2) responsive bids are tied for the lowest price and the other terms and conditions of the two (2) bids are substantially the same, the bid shall be awarded to the local firm~~Norcross City bidder~~ if only one of the bidders has its principal place of business located within the boundaries of~~in~~ Norcross. If both or neither of the tied bidders has its principal place of business and a current business license in the City of Norcross, then the bid award shall to the lowest bid. ~~be made based on prior projects being successfully completed and documented.~~

Definition of a Local Firm:
Any business or firm having its principal place of business within the boundaries of the City of Norcross and has a current City of Norcross Occupational Tax Certificate or any on the closing date of the solicitation for which the offer has been submitted.

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E. INFORMAL PURCHASE

Purchases of $99,999.99 or less may not justify the administrative time and expense for the conduction of competitive sealed bids or proposals. The Finance Director is authorized to establish the procedures for handling informal purchases. Unless otherwise stated, such purchases will be obtained competitively through telephone and/or written quotes.

F. SOLE SOURCE PURCHASES

A sole source procurement may be used when only one vendor or supplier is able to fulfil requirements for the intended uses. Sole source may be used for compatibility with equipment for repair, or for compatibility with existing systems. Sole source purchases should be limited whenever possible, and Department Directors must submit a written request justifying the Sole source purchase. At the discretion of the Mayor and City Council, sole source request may be reviewed before approval.

G. EMERGENCY PURCHASES

An emergency exists when there is an unforeseen event or circumstance that threatens or results in a negative impact on public health, welfare and/or safety, property or results in the loss or potential loss of an essential service. The competitive process should be followed whenever possible in an emergency if the ability to respond to the emergency is not seriously impaired.

H. COOPERATIVE PURCHASE

Federal, State, and County Government contracts and contracts negotiated by other governmental agencies can be used to the fullest benefit of the City of Norcross.

I. INTERGOVERNMENTAL CONTRACTS

Notwithstanding any other provision of this Ordinance, the City may participate in a cooperative agreement for the acquisition of real property, personal property, or services with any other governmental entity or agency, whether federal, state or local.

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~~E.~~J. PROFESSIONAL SERVICES PROCUREMENT

Either the Competitive Sealed proposal method or the Qualifications Based Selections method will be used for procurement of professional services. Services will include, but are not limited to, architectural, engineering, planning, consulting, legal, medical, surveying, auditing, and banking services. When City staff determines that it is neither practical nor advantageous to the City to procure specific types of supplies, services or construction by competitive sealed bidding, the sealed proposal method will be utilized. When professional services are needed for a project that is funded in whole or in any part by state and/or federal funds, a qualifications based selection process in accord with applicable state and/or federal law (i.e., 23 CFR 172, and 40 U.S.C. 1101-1104 (the Brooks Act)) will be used.

~~1.~~ Competitive Sealed Proposals

Competitive sealed proposals are received by a stated time and place. There is no public opening and the proposals are not read aloud. The proposal price is kept confidential until an award is made by the City Council. Discussion is allowed after proposals have been opened to allow clarification and changes in proposals provided adequate precautions are taken to treat each offer fairly and to ensure that information gleaned from competing proposals is not disclosed to other bidders.
The Professional Services RFP will request that the proposal price be submitted in a separate sealed envelope within the proposal package envelope. This allows the proposals submitted to be reviewed and a consensus arrived on the most qualified firm(s) according to the firm's qualifications, previous related work experience and their understanding of the project.

Once a firm or firms have been "short listed," it may be necessary to call the firm(s) in for an interview to clarify any questions that the Department Head may have regarding the project and their proposal.

The firm which is the most qualified is determined and the proposal price envelope is opened for review. If there is more than one firm that is relatively more equally qualified as another or others, more than one envelope may be opened for review. It may be necessary to negotiate services and/or prices at this time in order to obtain the optimum benefits of the competitive solicitation.

The process of negotiations will be conducted in accordance with ethical business standards and auction techniques shall be prohibited in discussions. A recommendation will then be made to the Mayor and Council as to the most qualified firm for the project. An agenda item and memorandum will be prepared by the user Department Head for submission to Mayor and Council. In the event that the recommended firm or vendor cannot meet the requirements of the contract or negotiations fail, staff will have authority to award the contract/bid to the second most qualified firm/vendor.

~~2.~~1. Qualifications Based Selection

The City of Norcross shall use the qualifications based selection method for the procurement of engineering and design related services when federal and/or state funds are involved in the contract (as specified in 23 U.S.C. 112(b)(2)(A)). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101–1104, commonly referred to as the Brooks Act.
In accordance with the requirements of the Brooks Act, the following procedures shall apply to the qualifications based selection procurement method:

(I.) Solicitation.

The solicitation process shall be by public announcement, public advertisement in the official local organ (the Gwinnett Daily Post, as of January 1, 2015), and the Georgia Procurement Registry, to assure qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with issuance of a

request for qualifications (RFQ) to all interested consultants whereby responding consultants are ranked based on qualifications, or a multiphase process where a presentation or a technical proposal are then requested to three or more of the most highly qualified and ranked consultants who respond to the RFQ. An RFQ specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

(II.) Request for Qualifications (RFQ).

The RFQ shall provide all information and requirements necessary for interested consultants to provide a response to the RFQ and compete for the solicited services. The RFQ shall:

(A) Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;

(B) Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of proposals;

(C) Identify evaluation factors including their relative weight of importance in accordance with subparagraph (a)(1)(iii) of this section;

(D) Specify the contract type and method(s) of payment to be utilized in accordance with § 172.9;

(E) Identify any special provisions or contract requirements associated with the solicited services;

(F) Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and

(G) Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFQ which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFQ.

(III.) Evaluation Factors.

(A) Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.

(B) Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost

proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

(C) In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.

(D) The following non-qualifications based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

(1) A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

(2) The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26 and the City of Norcross's FHWA-approved DBE program.

(IV.) Evaluation, Ranking, and Selection.

(A) Consultant proposals shall be evaluated by the City of Norcross based on the criteria established and published within the public solicitation.

(B) While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.

(C) Following submission and evaluation of proposals, the City of Norcross may conduct interviews or other types of discussions determined three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFQ. Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.

(D) From the proposal evaluation and any subsequent discussions which have been conducted, the City of Norcross shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.

(E) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.

(F) The City of Norcross shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant accordance with the provisions of 49 CFR 18.42.

(V.) Negotiation.

(A) Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, the City of Norcross shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.

(B) Elements of contract costs (e.g., indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs) shall be established separately in accordance with § 172.11.

(C) The City of Norcross shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42. This documentation shall include the consultant cost certification and documentation supporting the acceptance of the indirect cost rate to be applied to the contract (as specified in § 172.11(c)).

(VI.) *Disadvantaged Business Enterprise (DBE) program.*

(I.) The City of Norcross shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with the City of Norcross's FHWA approved DBE program through either:

(A) Use of an evaluation criterion in the qualifications-based selection of consultants (as specified in § 172.7(a)(1)(iii)(D)); or

(B) Establishment of a contract participation goal.

(II.) The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.43).

(VII.) *Suspension and Debarment.*

The City of Norcross must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.

SECTION V. EMERGENCY PURCHASES

~~A. DURING WORK HOURS~~

If an emergency occurs during normal business hours, the Department Head shall have the authority to purchase commodities and services. ~~is to be contacted regarding an emergency Purchase Order. The below listed procedures should be followed:~~

Acquisitions shall be made using such competitive procedures as circumstances reasonably permit. The Finance Department request that three (3) telephones quotes be obtained (if costs exceed $10,000). Emergencies shall be documented by the user department and submitted to the City Manager and Finance Director

For all emergency purchases, the Department Head should document the nature of the emergency and notify the City Manager, Finance Director, Mayor and City Council. All emergencies where cost is greater than $100,000.00 require ratification of the City Council and should be ratified with a reasonably detailed finding of an emergency circumstance substantiating the deviation from the other financial requirements.

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~~Contact the Department Head to request that three (3) telephone quotes be obtained (if over $5,000.00) and inform the Department Head why the purchase is necessary. If the emergency purchase is over $5,000.00 the Department Head will notify the City Manager to obtain their approval prior to proceeding.~~

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~~B. BEFORE OR AFTER NORMAL BUSINESS HOURS~~

~~Prior approval of emergency purchases should be obtained if at all possible. However, when there exists a threat to public health, welfare, safety, or property, before or after normal business hours, the below listed procedures should be followed:~~

~~1. If the estimated amount of the expenditure is less than $5,000.00, the Department Head is authorized to make the necessary expenditure.~~

~~2. If the estimated amount of the expenditure is above $5,000.00, the Department Head is authorized to make the necessary expenditure after a reasonable attempt is made to obtain three telephone quotes. The Department Head is responsible for making a written explanation of the emergency expenditure to the City Manager the morning of the next working day. The explanation should include time, date, circumstances, and any prices obtained for comparison.~~

~~3. If the estimated amount of the expenditure is $5,000.00 or more, the Department Head should contact the City Manager for approval before proceeding. If the Mayor cannot be contacted then the Mayor Pro Tem should be contacted for approval. The Department Head should contact the respective Council Committee Chairperson to inform him/her of the emergency situation. The Department Head and/or the Committee Chairperson will inform the other members of the respective committee~~

~~of the emergency situation.~~

SECTION VI. INFORMAL PURCHASES

A. GENERAL

Purchases that involve amounts less than $100,000.00 shall not require a formal sealed/bid proposal process. However, the processes used for this type of procurement will include as much competition as is consistent with the anticipated cost of the procurement of goods and services in the best interests of the City.

B. PROHIBITION OF IMPROPER USE OF INFORMAL PURCHASE PROCESS

Purchases may not be artificially divided as to constitute an informal purchase, thereby circumventing the dollar limit requirement for competitive sealed bids/proposals.

C. PROCEDURES

Procurement in this category shall be made in accordance with the informal purchasing procedures set forth by the Finance Director. These procedures cover purchases delegated to use departments as well as those a central procurement process.

Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply, service or construction being purchased. Further, such operational procedures require the preparation and maintenance of written records to adequately document the competition obtained, properly account for the funds expended and facilitate audit/review of the transaction.

D. TYPES OF INFORMAL PURCHASES

Informal purchases are classified by two categories:

1. Those that may be made directly by the user department.
2. Those that are required to be made through the procurement process.

INFORMAL PURCHASES BY USER DEPARTMENT

1. AUTHORITY

Each user department is granted the authority, at the discretion of the Department Director, to handle purchases where the cost is less than $2,000.00.

2. PROHIBITION OF MISUSE

Purchases may not be artificially divided in order to qualify for handling by the user department. Neither shall this process be used for frequently recurring acquisitions that warrant volume purchases or periodic term contracts.

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~~SECTION VI. INTERGOVERNMENTAL CONTRACTS~~ (MOVED TO SECTION IV, SUBSECTION I)

~~Notwithstanding any other provision of this Ordinance, the City may participate in a cooperative agreement for the acquisition of real property, personal property, or services with any other governmental entity or agency, whether federal, state or local.~~

PART III

PURCHASING POLICIES
CITY OF NORCROSS, GEORGIA

DRAFT

INTRODUCTION

The purpose of these purchasing policies and procedures is to provide guidance to personnel engaged in the purchasing process throughout the City of Norcross.

These purchasing policies and procedures provide assistance to all departments in the City by promoting the obtainment of the best material or service of the highest quality at the best possible price. This objective can be accomplished only if all of the departments are familiar with proper purchasing policies and procedures as required by law and local guidelines.

The responsibility of each department shall include the purchase and distribution of supplies, materials, property, equipment and inventory pursuant to policies and procedures established by the Mayor and Council and in accordance with this manual and the laws of the State. The discharge of these duties will include the establishment of reliable and reputable sources of supply, the fostering of competition and good procurement practices consistent with timely accomplishment of its goals.

These policies and procedures will provide reference for questions that may arise in regard to purchasing requirements. Compliance with the provisions of this manual is mandatory. No provision is intended to conflict with state or local statutes, in which case, the provisions of the State or local statutes shall apply.

Any employee not complying with the rules and regulations of this manual shall be subject to disciplinary action in accordance with applicable personnel policies.

SECTION I. GENERAL INFORMATION

All acquisitions for goods and services over $2,000.00 on behalf of the City of Norcross shall be made with a purchase order generated by the Finance department. Goods and services obtained otherwise without proper authorization will be considered an *ultra vires* act and under no circumstances be the responsibility of the City of Norcross.

It is the department's responsibility to properly pre-plan for the purchase of goods and services needed. This will assist in assuring continuity in departmental operations.

Departments are encouraged to seek the assistance of other personnel as early in the acquisition process as possible and as is necessary.

All documents and forms are to have department or division head signatures only. Any form or document not forwarded to the Finance Department in this manner will be returned to the requesting department.

The Finance Department shall serve all the City of Norcross Government by obtaining required commodities and services in accordance with State of Georgia law, City of Norcross ordinances and this policy. The Finance Department shall, except as otherwise specified herein,

be responsible for the administration of all transactions governed by the provisions of this policy and shall serve as the principal Procurement Officer of the City. Unless otherwise provided, any duties and powers of the Finance Department Director may be delegated by him/her to subordinate purchasing staff members and other employees. The Finance Director shall be subject to the authority and supervision of the City Manager.

The Finance Director is authorized and responsible to establish, implement and enforce the written operational procedures relating to acquisitions and dispositions subject to this policy and the City of Norcross's Charter and its Code of Ordinances. Such procedures shall, to the extent consistent with applicable law and purchasing principles and practice, become effective upon approval of the Mayor and City Council. Additionally, these procedures shall be reviewed and revised every 7 years, or as necessary, through the same process used for their initial approval.

The Mayor and City Council may disclaim responsibility and liability for any purchase, expenditure, or agreement for expenditures arising from a procurement made in its name, or in the name of any governmental body under its authority, by an unauthorized person or persons acting outside this policy and the Code of Ordinances. To the extent permissible by law, the expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

This policy shall conform to all current applicable provisions of the laws of the United States and to the State of Georgia, and the provisions stated shall be so constructed whenever possible. In the event any portion of this policy shall be declared invalid for its failure to conform to federal and state law, such invalidity shall not affect the remaining portion thereof.

In this policy, unless the text requires otherwise:

1. Words in the singular number include the plural, and those in the plural include the singular.

2. Words of a particular gender include any gender and the neuter, and when the sense indicates, words of the neuter gender may refer to any gender,

3. "May" shall be permissive and not mandatory,

4. "Shall" shall be mandatory and not permissive

5. Terms, which are not specifically defined, shall have their usual and customary meanings.

Interested persons shall have access to information regarding procurement/purchasing transactions of the City of Norcross in accordance with the City policy and the Georgia Open Records Act, O.C.G.A. 50-18-70.

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A. PURCHASING OBJECTIVE

Procurement of materials, supplies and services is an important function of the City's organization. Ultimately, the services which the City provides to its citizens are dependent upon these materials and supplies. In order to obtain the greatest value for every dollar spent, it is necessary to follow a set of policies when purchases are made.

Purchasing procedures are designed to meet the following objectives:

(1) To encourage the reduction and eventual elimination of small orders and emergency purchases.
(2) To encourage advanced planning.
(3) To reduce paperwork through combined purchases.
(4) To encourage competitive purchasing through effective, fair and broad-based competition.
(5) To encourage cooperative intergovernmental purchasing by departments.
(6) To conduct City business in such an open manner that potential vendors may be impressed by the fairness of the system and thus be encouraged to furnish competition, which will ensure that the City will secure the lowest price at all times.
(7) To provide inspection of purchases to determine that goods delivered meet the specifications established.
(8) To provide budget control and to ensure the financial stability of the City.
(9) To ensure that the greatest value is received for the tax dollar expended in terms of quality, service and price.

To provide safeguards for the maintenance of quality and equity, in the purchase and disposition of City property.

B. PURCHASING ETHICS

Public confidence in the integrity of purchasing practices is very important. Therefore, our purchasing policy includes a Code of Ethics. It is the policy of the City of Norcross to seek the best overall value when procuring goods and services. The city finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsible vendors wishing to furnish products and services to the City of Norcross. The following ethical practices should govern the conduct of every person employed by the City of Norcross.

(1) The City of Norcross declares that City employees and officials along with those wishing to do business with the city have shared responsibility for avoiding biased, anticompetitive or unethical practices.
(2) The City of Norcross employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in the procurement competition/process. The value thresholds shall align with the City of Norcross ethic ordinance for related items.

(3) Prospective vendors must compete for City business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications or influencing a procurement decision through any means outside the process established for the specific solicitation. This principle applies to any contractor, subcontractor, representative, employee or agent that may be associated with a procurement transaction.

(4) Ethical business practices are important both during a solicitation process and after the decision to grant an award. To this end, the City of Norcross seeks to establish relationships with business partners whose ongoing ethical standards of business conduct are congruent with those outlined here. The Finance Director is charged with establishing methods for ongoing monitoring for compliance with these principles. The prohibition against the offering of or the acceptance of kickbacks, gratuities, payments or any other thing of value extends beyond and outside any specific procurement or solicitation.

(5) A vendor's contract compliance history with the City of Norcross and other contractual parties is a valid element in the decision to award a solicitation.

(6) The City of Norcross stipulates that the furtherance of its strategic goals for job creation, stability and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process.

(7) City employees, officials, and their families are generally prohibited from participating in any procurement decision or any gain of undue advantage in a procurement competition because of contemporaneous employment with a potential or actual business partner.

(8) It is unethical for any City employee or its officials to purchase commodities or services from a city contract for personal use.

(9) With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a City of Norcross contract may not initiate or continue any verbal or written communication regarding a solicitation with any City officer, elected officials, employee or other City representative other than the Purchasing associated names in the solicitation between the date of issuance of the solicitation and the date of the final contract award by the City Council. The Finance Director will review any violations and present them to the City Council if determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

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SECTION II. POLICY SUMMARY AND GUIDELINES

A. PURCHASING POLICY SUMMARY

The City Manager has directed that all Departments must comply with the City's purchasing policies. Any agency doing business through the City will at all times follow these purchasing policies. The Finance Department will be responsible for developing and maintaining the necessary forms for the City's purchasing functions. Purchases will be approved by the Department Director or his designee and submitted to the Finance Department. All purchases above $2,000.00 require a purchase order. Competitive sealed bids or proposals from at least three sources (wherever reasonably possible) must be secured first for purchases or services $100,000.00 or more. If three bids or proposals for purchases are unobtainable, an explanation should be documented with the purchase request. City Council approval is required for all purchases and services where cost exceeds $100,000.00 for purchases and services that have not been approved in the budget.

Membership dues, subscriptions, advertising, seminar fees and out-of-town expenses do not require a purchase order. Repairs and service calls should be processed in the same manner as purchases (including vehicle repairs). When cost is not determinable, the rate per hour and/or a minimum service charge should be submitted. A "not to exceed" figure should be requested. It will be the responsibility of the department to plan ahead in order to minimize inconvenience and delays due to delivery. For emergency needs refer to the Emergency Purchases Section.

Developing formal procedures is the primary role of the Finance Department. The Finance Department may at times act on behalf of all departments for similar items such as office supplies in order to maximize volume discounts and ensure availability of stock. Standardization will be employed whenever possible to minimize costs to the City. Participation in State contracts for certain items may be utilized, and a reference file shall be maintained by affected department of current items available.

It is the intent that these policies be administered by the Finance Department in order to control costs, ensure legal compliance, adhere to accounting and audit requirements and maintain the integrity of the City of Norcross.

The dollar limits for quotes and bids which will govern the proper procedure for the purchase of goods and services are as follows:

1. **Less than $2,000.00** No purchase order is required. These purchases do not require a competitive bid process. Department Directors and/or authorized representatives may select supplier(s), taking into consideration: fair and reasonable cost, delivery/pickup time, and convenience to the work site.
2. **$2,000.01 to $9,999.99** A purchase order is required. At least three informal quotes are required. Verbal quotes are acceptable but should

be memorialized in writing by the purchasing agent and scanned into the Purchase requisition document.

3. **$10,000.00 to $99,999.99** A purchase order is required along with a minimum of three (3) written quotes attached to the purchase order. Approval is required from the Department Director, Finance Director and City Manager.
4. **Over $100,000.00** Purchases estimated in value to exceed $100,000 shall be made using at minimum three (3) formal competitive sealed bids for purchases and services. Reasonable efforts will be made to solicit sealed bids from the broadest possible list of qualified vendors. Prior to any award, the bid award recommendation must be approved by formal action of the City Council. After approval, a Purchase Requisition/Order and/or Services Contract will be processed.
    - (a) Single Bidder procedure:
        If only one (1) proposal is received the City may:
        (1) Hold an additional round of bidding, or
        (2) If all the criteria below are met, the City may award a contract based on a single bid:
            a. Review the bid and determine if the specifications are clear and not overly restrictive,
            b. Determine if the bid is responsive and reasonable,
            c. Determine if the bid is fair and reasonable
            d. The City should assess if adequate competition was solicited and if it was reasonably expected that more than one bid would have been submitted,
5. The City must document its findings and file with the proposals. The Finance Department reviews all requisitions to ensure proper documentation. Per state law, all services or work of $2,500 or more require an E-Verify Contractor's Affidavit or SAVE document, completed, signed and notarized, with the original to the Finance Department.
6. Routing requests – All requests must be approved by the Director of each department. Once the approval has been given, a requisition will be entered into the financial software system by the requesting department. The Finance Department will then determine, based on the amount to be purchased, will need authorization from the City Manager or will need City Council approval. See thresholds for detailed information above.

The practice of dividing the purchase of substantially similar goods or services into two or more purchase orders or contracts in order to evade the requirements applicable to purchases of $2,000.00 and over is strictly prohibited.

DRAFT

Exemptions to the purchasing limitations are as follows:

Exemptions

The following supplies and services are exempted from the bid Policy.

1. Works of art for public places, or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to artists, musicians, and writers,
2. Printed copyright material including published books, maps, periodicals and technical pamphlets (not including software for computer systems), except where a greater savings can be realized by a quantity purchase,
3. Real property, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property and other related costs of acquisition of real property,
4. Purchases between governments and/or nonprofit organizations, joint venture,
5. Dues, membership and board member fees,
6. Subscriptions,
7. Services provided directly to individual citizens and employees including reimbursements and other miscellaneous payments, including but not limited to services provided in response to general liability insurance claims, solid waste services, and recreation and park attendants and instructor services,
8. Utilities, where there is no reasonable basis for competitive procurement, for example electric, water, sewage, and telephone,
9. Licensed health professionals, to include veterinary services,
10. Litigation and related legal expenses,
11. Training facilitators for meetings; travel, lodging or meal expenses not included in the City travel contract but are covered by other City policies and regulations,
12. Items for resale, such as surplus items or items for resale that require a particular manufacturer to enhance their marketability,
13. Advertisements and Legal advertisements include but not limited to bid/proposal solicitations, Planning Commission, Zoning Board of Appeals, and other boards that are required by law to publicly advertise their meetings or actions.
14. Sole Source Vendors. Occasionally there are items purchased by the city that are only available from one vendor/manufacturer. This should be noted in a memo to the Finance Department and attached to the purchase order.
15. Reimbursed Purchases. Items that are purchased through the City of Norcross for an outside source and will be reimbursed to the City are not required to be approved by the City Council and may be approved by the Department Head after prices are obtained through

DRAFT

the less formal method of bidding. (Example: meters for hotels).

16. Repair of equipment or buildings where the extent of the project cannot be determined,
17. Materials or services required for confidential and secure investigations, apprehensions and detentions of individuals suspected of or convicted of criminal offences by law enforcement personnel,
18. Financial Instruments: Professional services and instruments/products related to the City's financial well-being as governed by policies by the City Council related to Debt Management and Investments. This exemption includes the purchase of professional services related to complex financial transactions and associated instruments. The areas covered by this exemption include debt, debt management, debt service, investments, assets, and pension assets. Examples of service providers include Financial Advisory Services; Underwriting Services; Broker Dealers, Arbitrage Calculation Services; Sinking Fund Custodian, Remarketing Agent, Liquidity Provider, Trustee, Paying Agent, Construction Fund Custodian, Escrow Agent, Verification Agent, and Registrar; Investment Advisory Services, and Pension Advisory Services,
19. Expense associated with the disassembly, evaluation, and/or repair of equipment components,
20. Professional services explicitly directed at improving the economic well-being and quality of life in the City of Norcross through efforts that include, but are not limited to the following: enhancement of economic activity, job creation, job retention, business retention & expansion, neighborhood development, tax base enhancements, marketing, etc.

B. PURCHASING GUIDELINES

The following guidelines will apply to purchases made for the City of Norcross:

1. Always obtain the price of any item before agreeing to buy it or before ordering it.
2. If possible and practicable, always obtain three competitive prices.
3. If possible and practicable, always obtain written quotations.
4. Determine the quantity discounts available and obtain them if possible.
5. Obtain discounts where possible due to volume of business.
6. Request discount terms on invoice payment and record them on purchase order
7. Wherever possible, negotiate for deliveries F.O.B. City of Norcross.

Department Heads have the responsibility and authority to expend the funds budgeted for the operation of their department. Department Heads are expected to control expenditures to these budgeted amounts and to effect savings where possible. It is the responsibility of the Finance Department staff to assist departments with efforts toward this end.

C. PURCHASE ORDERS

Standard purchase orders are generated by computer and essentially duplicate all information input from a requisition. The purchase order and invoice is sent to accounts payable for processing.

It is inappropriate for a purchase order to be issued after the fact except for emergency repairs and maintenance. The purchase order also represents a contract that a business will provide items and/or labor for an agreed upon price.

D. VENDORS

It is the responsibility of each department to establish a relationship of mutual confidence and satisfaction between the City and its suppliers. The City's policy in regard to vendors will be as follows:

1. All vendors' representatives will be received by each department. The Finance Department will inform, or pass along to Department Heads, useful information received from interviews, catalogs, advertising, etc.

2. Any arrangements made with vendor representatives for the purchase of goods or services by departmental personnel without proper purchasing procedures will not be acknowledged or upheld by the City of Norcross. The goods or service will become the personal liability of the individual making commitment to the vendor for the unauthorized purchase.

DRAFT

SECTION III. REQUISITION AND BUDGET REQUIREMENTS

It is the City's policy that expenditures do not exceed established budget restraints. Each department has the responsibility and authority to expend only the funds appropriated per budget for the operation of their department.

By direction of Mayor and Council it is necessary and required that any expenditure from appropriations for a given budget year be utilized and paid prior to the end of that fiscal year. Materials and services ordered prior to but received after August 31 of each budget year will be encumbered at year-end and carried forward to the current year's budget. Every effort should be made to request materials and services before August 1st in order to retain that expenditure or expense in the current year's budget. Only normal operating costs will be considered from August 1st to September 1st. No purchase orders will be issued within 30 days of the end of the budget year, except for emergency purchases for operating purposes only.

SECTION IV. BIDS AND CONTRACTS

A. GENERAL GUIDELINES

Bid and contract procedures should be in compliance with adopted policies conducted in a fair, consistent manner which encourages competitive purchasing practices and maximizes the City's purchasing power for each tax dollar.

The following terminology may be required in bids and requests for proposals depending on the commodity or service being purchased.

Insurance

The contractor shall maintain the following insurance: (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than $1,000,000.00 per occurrence, and property damage with limits of no less than $500,000.00 per occurrence; (b) statutory worker's compensation insurance, including employer's liability insurance; and (c) employee dishonesty and/or crimes coverage with respect to personnel of the contractor having access to City buildings, with limits of no less than $50,000.00 per occurrence. All insurance shall be provided by an insurer(s) acceptable to the City, and shall provide for thirty (30) days prior notice of cancellation to the City. Upon request, the contractor shall deliver to the city a certificate or policy of insurance evidencing the contractor's compliance with this policy. The contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage; (c) employee dishonesty and/or crimes coverage with respect to personnel of the contractor having access to City buildings, with limits of no less than $50,000.00 per occurrence.

DRAFT

Bonding Requirements

Bid bonds, performance and payment bonds shall be required for all contracts requiring construction where cost is $100,000.00 greater. Performance bonds are required for public work contracts where cost is $100,000.00 or greater. Specific requirements shall be set by Mayor and Council for the City.

B. DISQUALIFIED CONTRACTORS

Any contractor to which one of the following applies will be considered disqualified from doing business with the City of Norcross:

1. Any contractor currently in material default or in liquidated damages on another City contract.

2. Any contractor (including any owner, officer, director or key employee) who has been convicted in the last 5 years of any crime involving bid rigging, kick-backs or similar conduct.

3. Any contractor that is currently in litigation with the City regarding a City contract.

4. Any contractor that has previously performed unsatisfactory work on another City contract and for which the City has written documentation to that effect.

C. CHANGE ORDERS

It is the policy of the City to minimize change orders on contracts. However, the City realizes that at times circumstances may dictate that changes be made to the scope of a project. In these cases, the following policies will be followed prior to proceeding:

<10% of the total contract or <$10,000.00 (whichever is less) – The Department Head may approve the change orders but must notify the City Manager and Finance Director in writing prior to work/services proceeding with approval.

>10% of the total contract or >$25,000.00 (whichever is less) – The change order must be approved by formal action of the Mayor and City Council..

The above parameters apply in the aggregate and not by each change order. These policies should be followed within each bracket until the aggregate amount reaches the next bracket. At that point in time, the policy for the next bracket would be followed by City staff. Prior to completion of a contract, all change orders not having received specific City Council approval should be bundled into one change order and placed on the City Council's agenda for ratification. The Department Director will be responsible for processing the necessary documents (agenda item, memorandums, and documentation) to accomplish final ratification of remaining change orders.

D.COMPETITIVE SEALED BIDDING

1. **Acquisitions Greater than $100,000.00**

   Any purchase or service which is expected to cost greater than $$100,000.00 shall be acquired through the competitive sealed bid process except as otherwise provided in these policies.

2. **Dissemination of Invitations to Bid**

   Public notice of an Invitation to Bid shall be advertised as required by Georgia law. The public notice shall contain a general description of the item to be purchased, shall state the location where documents may be obtained and the date, time and place of bid opening. Notice of any of advertisement identified as likely to result in optional competition may be used in addition to required advertisement.

3. **Receipt of Bids**

   No bid shall be eligible for consideration by the City unless it is placed in a sealed envelope or package and actually received by the City by the date and time as specified in the Request for Bids. All bids are to be stamped with the date and time of receipt and secured until the designated opening time. A bid delivered late shall under no circumstances be eligible for consideration by the City. Late bids will be returned unopened to the bidder.

4. **Bid Opening**

   Bids shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designed in the Invitation for Bids. The name of each bidder, the purchase price contained in each bid, and such other information as the City deems appropriate shall be announced as the bids are opened. A record of bid information shall be recorded and available for public Inspection.

5. **Modification of Bids**

   Any clerical mistake which is patently obvious on the face of a bid may, subject to the limitations described below, be corrected upon written request and verification submitted by the Offer. A non-material omission in a bid may be corrected if the City determined the correction to be in the City's best interests. Omissions affecting or relating to any of the following shall be deemed material and shall not be corrected after bid opening:

   a. Price information, and
   b. Any required insurance

6. **Withdrawal of Bids**

   Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bid shall be based upon the following:

The bidder shall give notice in writing of his claim of right to withdraw his bid due to an error within two business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quality of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be the low bid.

7. **Bid Evaluation**

A. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid. No criteria may be used in bid evaluation that are not specifically set for the in the solicitation.

B. Businesses with a current and valid City of Norcross Business License that respond to an invitation to bid shall receive a 'local business' credit toward their evaluation. The local business credit shall be defined as a 7.5-point increase in scoring, on a scale of 100 scoring scale, on a qualifications-based evaluation. For a price-based bid selection, the local business shall get 7.5% credit toward the bid for the purpose of award.

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8. **Bid Cancellation**

An Invitation for Bids may be canceled prior to opening date or any or all bids may be rejected in whole or in part as may be specified in the solicitation where it is in the best interest of the City in accordance with regulations promulgated by the City, or as a result of improper conduct on the part of a City employee. The reasons for any cancellation shall be made part of the bid file.

DRAFT

9. **Bid Award**

A. Responsive and Responsible Bidder(s)

Subject to approval by the Mayor and City Council, bids shall be awarded to the responsible bidder(s) who have submitted the lowest cost responsive bid(s) or whose bis represents the best value to the City.

B. Approval of Bids

All bid awards for amounts of $100,000.00or greater shall be approved or rejected by the Mayor and City Council.

C. Rejection or Deferral of Bids

The City reserved the right to reject any or all bids to allow time for additional evaluation or review of bids or for other business purposes or if it determines such rejection to be in the best interest of the City.

D. Disqualification of Bids

The following types of bids shall be disqualified for consideration for a bid award:

1. A bid which is incomplete in any material aspect, element, or fact
2. A bid submitted without required bonds or insurance,
3. A bid submitted by an individual, firm or business on the Ineligible Source List
4. A bid submitted by a company on the Disqualified Bidder List.
5. A bid submitted by an individual, form or business who has litigation pending against the City, or anyone representing a firm or business in litigation against the City, not arising out of the procurement process, settlement on property title, or condemnation proceeding where the City is not subject to financial penalties.

E. Tie Bids

In the event two (2) responsive bids are tied for the lowest price and the other terms and conditions of the two (2) bids are substantially the same, the bid shall be awarded to the local firm if only one of the bidders has its principal place of business located within the boundaries of Norcross. If both or neither of the tied bidders has its principal place of business and a current business license in the City of Norcross, then the bid award shall to the lowest bid.

Definition of a Local Firm:

Any business or firm having its principal place of business within the boundaries of the City of Norcross and has a current City of Norcross Occupational Tax Certificate on the closing date of the solicitation for which the offer has been submitted.

DRAFT

E. INFORMAL PURCHASE
Purchases of $99,999.99 or less may not justify the administrative time and expense for the conduction of competitive sealed bids or proposals. The Finance Director is authorized to establish the procedures for handling informal purchases. Unless otherwise stated, such purchases will be obtained competitively through telephone and/or written quotes.

F. SOLE SOURCE PURCHASES
A sole source procurement may be used when only one vendor or supplier is able to fulfil requirements for the intended uses. Sole source may be used for compatibility with equipment for repair, or for compatibility with existing systems. Sole source purchases should be limited whenever possible, and Department Directors must submit a written request justifying the Sole source purchase. At the discretion of the Mayor and City Council, sole source request may be reviewed before approval.

G. EMERGENCY PURCHASES
An emergency exists when there is an unforeseen event or circumstance that threatens or results in a negative impact on public health, welfare and/or safety, property or results in the loss or potential loss of an essential service. The competitive process should be followed whenever possible in an emergency if the ability to respond to the emergency is not seriously impaired.

H. COOPERATIVE PURCHASE
Federal, State, and County Government contracts and contracts negotiated by other governmental agencies can be used to the fullest benefit of the City of Norcross.

I. INTERGOVERNMENTAL CONTRACTS
Notwithstanding any other provision of this Ordinance, the City may participate in a cooperative agreement for the acquisition of real property, personal property, or services with any other governmental entity or agency, whether federal, state or local.

J. PROFESSIONAL SERVICES PROCUREMENT
Either the Competitive Sealed proposal method or the Qualifications Based Selections method will be used for procurement of professional services. Services will include, but are not limited to, architectural, engineering, planning, consulting, legal, medical, surveying, auditing, and banking services. When City staff determines that it is neither practical nor advantageous to the City to procure specific types of supplies, services or construction by competitive sealed bidding, the sealed proposal method will be utilized. When professional services are needed for a project that is funded in whole or in any part by state and/or federal funds, a qualifications-based selection process in accord with applicable state and/or federal law (i.e., 23 CFR 172, and 40 U.S.C. 1101-1104 (the Brooks Act)) will be used.

DRAFT

1. Competitive Sealed Proposals

Competitive sealed proposals are received by a stated time and place. There is no public opening and the proposals are not read aloud. The proposal price is kept confidential until an award is made by the City Council. Discussion is allowed after proposals have been opened to allow clarification and changes in proposals provided adequate precautions are taken to treat each offer fairly and to ensure that information gleaned from competing proposals is not disclosed to other bidders.
The Professional Services RFP will request that the proposal price be submitted in a separate sealed envelope within the proposal package envelope. This allows the proposals submitted to be reviewed and a consensus arrived on the most qualified firm(s) according to the firm's qualifications, previous related work experience and their understanding of the project.

Once a firm or firms have been "short listed," it may be necessary to call the firm(s) in for an interview to clarify any questions that the Department Head may have regarding the project and their proposal.

The firm which is the most qualified is determined and the proposal price envelope is opened for review. If there is more than one firm that is relatively more equally qualified as another or others, more than one envelope may be opened for review. It may be necessary to negotiate services and/or prices at this time in order to obtain the optimum benefits of the competitive solicitation.

The process of negotiations will be conducted in accordance with ethical business standards and auction techniques shall be prohibited in discussions. A recommendation will then be made to the Mayor and Council as to the most qualified firm for the project. An agenda item and memorandum will be prepared by the user Department Head for submission to Mayor and Council. In the event that the recommended firm or vendor cannot meet the requirements of the contract or negotiations fail, staff will have authority to award the contract/bid to the second most qualified firm/vendor.

2. Qualifications Based Selection

The City of Norcross shall use the qualifications-based selection method for the procurement of engineering and design related services when federal and/or state funds are involved in the contract (as specified in 23 U.S.C. 112(b)(2)(A)). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101–1104, commonly referred to as the Brooks Act.
In accordance with the requirements of the Brooks Act, the following procedures shall apply to the qualifications-based selection procurement method:

(I.) Solicitation.

The solicitation process shall be by public announcement, public

advertisement in the official local organ (the Gwinnett Daily Post, as of January 1, 2015), and the Georgia Procurement Registry, to assure qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with issuance of a request for qualifications (RFQ) to all interested consultants whereby responding consultants are ranked based on qualifications, or a multiphase process where a presentation or a technical proposal are then requested to three or more of the most highly qualified and ranked consultants who respond to the RFQ. An RFQ specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

(II.) Request for Qualifications (RFQ).

The RFQ shall provide all information and requirements necessary for interested consultants to provide a response to the RFQ and compete for the solicited services. The RFQ shall:

(A) Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;

(B) Identify the requirements for any discussions that may be conducted with three

(3) or more of the most highly qualified consultants following submission and evaluation of proposals;

(C) Identify evaluation factors including their relative weight of importance in accordance with subparagraph (a)(1)(iii) of this section;

(D) Specify the contract type and method(s) of payment to be utilized in accordance with § 172.9;

(E) Identify any special provisions or contract requirements associated with the solicited services;

(F) Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and

(G) Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFQ which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFQ.

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(III.) Evaluation Factors.

(A) Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.

(B) Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

(C) In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.

(D) The following non-qualifications based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

(1) A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

(2) The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26 and the City of Norcross's FHWA- approved DBE program.

DRAFT

(IV.) Evaluation, Ranking, and Selection.

(A) Consultant proposals shall be evaluated by the City of Norcross based on the criteria established and published within the public solicitation.

(B) While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.

(C) Following submission and evaluation of proposals, the City of Norcross may conduct interviews or other types of discussions determined three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFQ. Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.

(D) From the proposal evaluation and any subsequent discussions which have been conducted, the City of Norcross shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.

(E) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.

(F) The City of Norcross shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant accordance with the provisions of 49 CFR 18.42.

(V.) Negotiation.

(A) Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, the City of Norcross shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.

(B) Elements of contract costs (e.g., indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs) shall be established separately in accordance with
§ 172.11.

(C) The City of Norcross shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42. This

documentation shall include the consultant cost certification and documentation supporting the acceptance of the indirect cost rate to be applied to the contract (as specified in § 172.11(c)).

(VI.) Disadvantaged Business Enterprise (DBE) program.

(I.) The City of Norcross shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23

U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with the City of Norcross's FHWA approved DBE program through either:

(A) Use of an evaluation criterion in the qualifications-based selection of consultants (as specified in § 172.7(a)(1)(iii)(D)); or

(B) Establishment of a contract participation goal.

(II.) The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.43).

(VII.) Suspension and Debarment.

The City of Norcross must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.

SECTION V. EMERGENCY PURCHASES

If an emergency occurs, the Department Head shall have the authority to purchase commodities and services.

Acquisitions shall be made using such competitive procedures as circumstances reasonably permit. The Finance Department request that three (3) telephones quotes be obtained (if costs exceed $10,000). Emergencies shall be documented by the user department and submitted to the City Manager and Finance Director

For all emergency purchases, the Department Head should document the nature of the emergency and notify the City Manager, Finance Director, Mayor and City Council. All emergencies where cost is greater than $100,000.00 require ratification of the City Council and should be ratified with a reasonably detailed finding of an emergency circumstance substantiating the deviation from the other financial requirements.

SECTION VI. INFORMAL PURCHASES

A. GENERAL

Purchases that involve amounts less than $100,000.00 shall not require a formal sealed/bid proposal process. However, the processes used for this type of procurement will include as much competition as is consistent with the anticipated cost of the procurement of goods and services in the best interests of the City.

B. PROHIBITION OF IMPROPER USE OF INFORMAL PURCHASE PROCESS

Purchases may not be artificially divided as to constitute an informal purchase, thereby circumventing the dollar limit requirement for competitive sealed bids/proposals.

C. PROCEDURES

Procurement in this category shall be made in accordance with the informal purchasing procedures set forth by the Finance Director. These procedures cover purchases delegated to use departments as well as those a central procurement process.

Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply, service or construction being purchased. Further, such operational procedures require the preparation and maintenance of written records to adequately document the competition obtained, properly account for the funds expended and facilitate audit/review of the transaction.

D. TYPES OF INFORMAL PURCHASES

Informal purchases are classified by two categories:

1. Those that may be made directly by the user department.
2. Those that are required to be made through the procurement process.

INFORMAL PURCHASES BY USER DEPARTMENT

1. AUTHORITY

Each user department is granted the authority, at the discretion of the Department Director, to handle purchases where the cost is less than $2,000.00.

2. PROHIBITION OF MISUSE

Purchases may not be artificially divided in order to qualify for handling by the user department. Neither shall this process be used for frequently recurring acquisitions that warrant volume purchases or periodic term contracts

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

AGENDA REPORT

To: Mayor and Council

From: William J. Diehl, Thompson, O'Brien, Kappler & Nasuti, PC

Meeting Date: January 5, 2026 – Regular Council Meeting (RCM)

Item No.: 2025-411

Title: City Financing of the DDA Acquisition's of 9 South Peachtree Street

CC: Eric Johnson, City Manager

Recommendation
Approve City financing of the Downtown Development Authority's acquisition of 9 South Peachtree up to one-million, four hundred thousand dollars ($1,400,000.00) and to authorize the Mayor's execution of an intergovernmental contract and loan documents to finalize the transaction as presented.

Background
The Downtown Development Authority (DDA) is under contract for the acquisition of 9 South Peachtree, Norcross, Georgia which includes three parcels, having the assigned parcel identification numbers of R6254 007, R6254A 024A, and R6254A 041. The DDA seeks to have its acquisition and closing costs financed through a loan from the City, particularly through a note and security deed.

The attached intergovernmental agreement, note, and security deed provide for the extension of up to one-million, four hundred thousand dollars ($1,400,000.00) in a fifteen year note incurring interest at the per annum rate of 5.0 %. The IGA includes a provision that net proceeds from the sale of 9 S Peachtree will be applied to reduce this note's principal balance.

The DDA will service the debt with quarterly payments of interest only in year 1 and principal reduction beginning in year 2.

Financial Impact
The loan will be funded through the City's General Fund balance. Interest on the amount accrues at a higher rate of return that the depository interest rate.

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

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

Attachments
Intergovernmental Agreement
Note
Security Deed

INTERGOVERNMENTAL AGREEMENT
FOR THE PURCHASE, FINANCING AND REDEVELOPMENT
OF 9 SOUTH PEACHTREE, NORCROSS, GEORGIA

This Intergovernmental Agreement (the "**Agreement**") is made and entered into this _____ day of January, 2026 by and between the City of Norcross, a political subdivision of the State of Georgia, (hereinafter referred to as "**City**") and the Downtown Development Authority of the City of Norcross, Georgia (hereinafter referred to as "**DDA**").

W I T N E S S E T H:

WHEREAS, the City is a political subdivision of the State of Georgia and the DDA is a public body corporate and politic created pursuant to the provisions of O.C.G.A. § 36-42-1, *et seq*.; and

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

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

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

prescribed by such municipal government or agency or other source;

WHEREAS, the City is authorized by the Charter for the City of Norcross, Geogia pursuant to Section 1.14 to enter into contracts with other governmental entities and to exercise and enjoy all other powers, rights, and privileges necessary or desirable to promote or protect the health, peace, security, good order, comfort, convenience or general welfare of the city and its inhabitants;

WHEREAS, the DDA desires to obtain financing from the City for the DDA's purchase and redevelopment of certain real property commonly known as 9 South Peachtree, City of Norcross, Georgia identified as Parcels 6254A007, 6254A024A and 6254A041 (the "**Property**") located within the City limits of the City of Norcross subject to the terms and conditions set forth hereinbelow; and

WHEREAS, the City desires to provide financing to the DDA's purchase and redevelopment of the Property under the terms and conditions set forth hereinbelow; and

WHEREAS, the DDA's acquisition of the Property and development of the same is consistent with the City's 2040 Comprehensive Plan adopted by resolution and as subsequently amended, in particular the stated goals of continuing to define the City's sense of place and the development of trade, commerce, and employment opportunities in the City;

WHEREAS, in furtherance of the aforesaid public purposes, effective on November 6, 2025, the Chairman of the DDA, acting on behalf of the DDA, entered into a certain Purchase and Sale Agreement with 9 S Peach, LLP for the purchase of the Property for one-million, three hundred fifty thousand dollars and 00/100 cents ($1,350,000.00), a true and correct copy of such contract is attached hereto as **Attachment "1"** (hereinafter the "**PSA**"); and

WHEREAS the City and DDA have agreed that the public purposes described above will be efficiently and economically achieved through the DDA's acquisition of the Property and, accordingly, that the purchase price and related acquisition and transaction costs as necessary to consummate the sale up to one-million, four hundred thousand dollars and 00/100 cents ($1,400,000.00) (the "Loan") subject to a promissory note and a deed to secure debt in favor of the City of Norcross as hereinafter provided; and

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

Section 1. Full Execution and Enforceability of the PSA. The DDA ratified and approved the PSA as of the execution date of November 6, 2025. The DDA represents that, to the best of its knowledge, the PSA is fully enforceable. The PSA is fully incorporated into this Agreement as if fully set forth herein, subject to the terms and conditions set forth below.

Section 2. Execution of Loan and Security Documents. The DDA approves this Agreement as of the date of this agreement and authorizes the Chairman of the DDA to execute a promissory note on behalf of the DDA at the closing for the Subject Property providing for the purchase price of the Subject Property in an amount not to exceed one million four hundred thousand dollars and 00/100 cents ($1,400,000.00) (the "**Note**") in substantially the same form as **Attachment "2"** and a deed to secure debt (the "**Security Deed**") securing the Note by pledging as collateral the Property in substantially the same form as **Attachment "3"**. Said Note and

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Security Deed are conditioned upon (a) the satisfaction of all of the terms of the PSA; and (b) the approval of this Agreement by the Council of the City of Norcross. Attachments "1," "2," and "3" are attached to this document and fully incorporated herein by reference. The Note and the Security Deed shall incorporate the terms of this Agreement by reference, provided, however, that in the event of a discrepancy or ambiguity between the terms of this Agreement, the Note and the Security Deed shall govern. It is anticipated that the form of these documents may be amended or supplemented prior to closing to conform to the actual purchase price of the Subject Property and to amend or supplement such other additional terms that the City and the DDA agree upon provided that such amendments or supplementation are consistent with the basic terms set forth in this Agreement and do not change other material terms of this Agreement.

Section 3. The DDA's Use of the Property. The City and the DDA agree that the Property shall be used only as commercial office and retail space in a manner that is consistent with the Property's zoning district and other appliable land-use, development, and building-construction standards. The DDA shall be responsible for managing the Property, including, but not limited to, collecting rents and other payments due from tenants, and maintaining relationships with existing tenants and, where necessary, for marketing and acquiring a suitable tenant for the Subject Property, subject to a written lease agreement.

Section 4. Payment of Closing Costs. The DDA hereby agrees to pay all its closing costs associated with the Property's purchase with the proceeds of the Loan provided that the DDA will pay any additional settlement costs above the Loan amount at closing.

Section 5. DDA's Commitment to Principal Reduction with the Sale of Certain Properties. The DDA is the owner of certain real estate commonly known as 29 Jones Street, Norcross, Georgia (Parcel Identification Nos. R6254A 004, R6254A 004B) ("**29 Jones**"). The DDA hereby agrees to place the office building portion of 9 South Peachtree located on tax parcel 6254A007 and the retail building portion of 29 Jones for sale by a commercial broker who shall make reasonable efforts to market and sell the properties at their fair market value. The terms of any such sale shall be subject to approval by the City, unless the purchase price exceeds the balance of any City debt outstanding on the property. The DDA agrees that all excess proceeds retained by the DDA from any sale of either the 9 South Peachtree or 29 Jones Properties shall be applied to reduce the principal balance of the Note provided for in this Agreement. Upon payment of all proceeds from any such sale, the City shall cancel the Promissory Note and Security Deed and the DDA will have no further obligations to make payments with respect to the loan described herein.

Section 6. Termination of this Agreement. This Agreement shall terminate upon the sale of that portion of the Subject Property that includes the office building location on Parcel 6254A 007 to a third party, subject to the satisfaction of the Note, Security Deed, and the approval of the City as set forth above.

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

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CITY OF NORCROSS

ATTEST:

By:_____
MONIQUE LANG, CITY CLERK

By:_____
CRAIG NEWTON, MAYOR

(SEAL)

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS

By:_____
_____, SECRETARY

By:_____
JAMES EYRE, CHAIMAN

(SEAL)

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ATTACHMENT "1"

THE PSA

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ATTACHMENT "2"
DRAFT FORM OF
PROMISSORY NOTE
(the "Note")

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ATTACHMENT "3"
DRAFT FORM OF
DEED TO SECURE DEBT
(the "Security Deed")

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PROMISSORY NOTE

$1,400,000.00 January ___, 2026 Norcross, Georgia

FOR VALUE RECEIVED, the undersigned **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS** (hereinafter "**DDA**") at 65 Lawrenceville St. NW, Norcross, GA 30071, hereby promises to pay to the order of **CITY OF NORCROSS, GEORGIA, a political subdivision of the State of Georgia** (hereinafter "**City**"), at 65 Lawrenceville St. NW, Norcross, GA 30071, or at such other place as City may from time to time hereafter direct in writing, in legal tender of the United States of America, the principal sum of ONE MILLION, FOUR HUNDRED THOUSAND and 00/100 Dollars ($1,400,000.00), together with interest on the unpaid principal balance from time to time outstanding hereunder at a fixed rate of five percent (5.0 %) per annum based upon a fifteen (15) year loan amortization schedule (hereinafter "**Note**"). The loan shall mature and all payments, accrued interest, and fees provided herein or by the corresponding security instrument shall be immediately due and payable on February 28, 2041 (the "**Maturity Date**"). Interest shall be computed on the outstanding principal balance from day to day on the basis of a 365 day year, but shall be charged for the actual number of days within the period for which interest is being charged.

Interest only payments provided above shall begin March 1, 2026 with principal and interest payments provided above beginning on March 1, 2027 and ending on the earlier to occur of the following: (a) the satisfaction of all principal, accrued interest, and/or fees; (b) upon the sale of all or any part of the collateral securing this Note; or (c) upon the Maturity Date. Quarterly payments of interest only through February 2027 and principal and interest thereafter shall be due and payable on the 1st day of each quarter (January 1, April 1, July 1 and October 1 of each calendar year for the term of the Loan) and continuing thereafter through and including the Maturity Date based on the schedule of payments contained in Exhibit A . A final payment shall be due and payable on the Maturity Date in the amount of the then unpaid principal balance and all accrued but unpaid interest, plus all fees, costs, and expenses due hereunder.

This Note may be amended, modified, supplemented and/or renewed from time to time at the option of the City. Any such amendment shall be memorialized in a written agreement, approved by a majority vote of the members of the DDA, and shall be approved by the majority vote of the City Council for the City at a duly called and noticed meeting of the same and executed by the Mayor of the City. Until such approval and execution by the DDA and City, no proposed amendment, modification, supplement and/or renewal shall be effective and this Note shall bind the obligations between the parties.

DDA and City hereby acknowledge that all terms, obligations, and provisions as set forth in that certain Intergovernmental Agreement for the Purchase, Financing and Redevelopment of 9 South Peachtree Street, Norcross, Georgia, dated January _____, 2026, by and between City and DDA (hereinafter "**IGA**") are incorporated herein by this reference.

Any principal of, and to the extent permitted by applicable law, any interest on this Note, and any other sum payable hereunder, which is not paid when due shall bear interest, from the date due and payable until paid, payable on demand, upon any default or on sale, at the rate of nine percent (9%) per annum. Notwithstanding the foregoing, in the event of nonpayment, City shall give notice to DDA, prior to acceleration, a date, not less than thirty (30) business days from the date the notice is given to DDA, of the action required to cure said default without payment of the foregoing default interest

This Note shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Georgia.

This Note may be prepaid in whole or in part at any time or times without penalty.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, City shall be entitled to collect actual attorneys' fees in an amount not to exceed fifteen percent (15%) of the principal and interest, and all costs of collection.

The occurrence of any one or more of the following shall constitute an event of default (hereinafter "Event of Default") hereunder: (a) DDA fails to make any payment when due under this Note, subject to the notice and cure provisions contained herein; (b) DDA fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or the IGA or in any of the related documents, including but not limited to the corresponding security instrument, or to comply with or to perform any term, obligation, covenant or condition contained in the IGA; (c) DDA defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement in favor of any other creditor or person that materially affects the Subject Property identified in the IGA or DDA's ability to repay this Note or perform DDA's obligations under this Note or any of the related documents; (d) any warranty, representation or statement made or furnished to City by DDA or on DDA's behalf under this Note or the related documents is knowingly false or misleading in any material respect; (e) the dissolution or termination of DDA's existence as a going concern, the insolvency of DDA, the appointment of a receiver for any part of the Subject Property identified in the IGA, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against DDA; (f) commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of DDA or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of DDA's accounts, including deposit accounts, with City (provided, however, this Event of Default shall not apply if there is a good faith dispute by DDA as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if DDA gives City written notice of the creditor or forfeiture proceeding and deposits with City monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by City, in its sole discretion, as being an adequate reserve or bond for the dispute); (g) any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note (provided, however, that such an Event of

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Default shall not be triggered by a member of the DDA vacating his or her seat on the authority, unless such vacancy otherwise is a default under this Note); (h) a material adverse change occurs in DDA's financial condition, or City believes, with reasonable written evidence, the prospect of payment or performance of this Note is impaired; or (i) City, in good faith and with reasonable written evidence, believes itself insecure as it relates to the repayment of this Note's terms or the terms of the IGA.

Upon the occurrence of any one or more of the foregoing Events of Default, City shall give notice to DDA, prior to acceleration, a date, not less than thirty (30) business days from the date the notice is given to DDA, of the action required to cure said default. The failure to cure the default on or before the date specified in the notice may result in the acceleration of the entire unpaid principal balance hereof, together with all accrued but unpaid interest, and without any further notice to or demand upon DDA of any kind, all of which notice and demand DDA hereby expressly waive, become immediately due and payable. Should this Note, or any part of the indebtedness evidenced hereby, be collected by or through an attorney-at-law,

TIME IS OF THE ESSENCE OF THIS NOTE. SUBJECT TO THE NOTICE AND RIGHT TO CURE PROVISIONS SET FORTH HEREIN, DDA HEREBY WAIVES PRESENTMENT FOR PAYMENT, DEMAND FOR PAYMENT, PROTEST, NOTICE OF PROTEST, NOTICE OF DISHONOR AND NOTICE OF NON-PAYMENT HEREOF.

In no event, whether by acceleration of the maturity of the indebtedness evidenced by this Note or otherwise, shall the amount of interest due or payable hereunder exceed the maximum rate of interest that may be paid by DDA under applicable law; and, in the event of any such payment inadvertently paid by DDA or inadvertently received by City, such excess sum shall be, at DDA's option, returned to DDA forthwith or credited as a payment of principal, but shall not be applied to the payments of interest. It is the intent hereof that DDA not pay or contract to pay, and City not receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by DDA under applicable law.

Wherever possible, each provision of this Note shall be interpreted in such a manner as to be effective and valid under applicable law; but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Note. No delay or failure on the part of City in the exercise of any right or remedy hereunder or under the IGA, Security Deed or any other agreement with DDA shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by City of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. City, at its option, may enforce its rights against any collateral securing this Note or against any guarantor of or surety for this Note without enforcing its rights against DDA or any other property or indebtedness due or to become due to DDA. DDA agrees that City shall have no responsibility for the protection or preservation of the value of, and may at any time release, any collateral securing this Note.

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IN WITNESS WHEREOF, DDA has hereunto set its hand and affixed its seal, the day and year first above written.

DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF NORCROSS

By: _____(SEAL)
James Eyre, Chairman

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EXHIBIT A
SCHEDULE OF PAYMENTS

DEBT SERVICE
City of Norcross DDA Proposed Loan
Purchase of 9 South Peachtree
15-Year Term, Quarterly Payments, 1-Year Interest Only

Period Ending	*Principal*	*Coupon*	*Interest*	*Debt Service*
03/01/2026			1,166.67	1,166.67
06/01/2026			17,500.00	17,500.00
09/01/2026			17,500.00	17,500.00
12/01/2026			17,500.00	17,500.00
03/01/2027	16,989.00	5.000%	17,500.00	34,489.00
06/01/2027	17,201.00	5.000%	17,287.64	34,488.64
09/01/2027	17,416.00	5.000%	17,072.63	34,488.63
12/01/2027	17,634.00	5.000%	16,854.93	34,488.93
03/01/2028	17,854.00	5.000%	16,634.50	34,488.50
06/01/2028	18,077.00	5.000%	16,411.33	34,488.33
09/01/2028	18,303.00	5.000%	16,185.36	34,488.36
12/01/2028	18,532.00	5.000%	15,956.58	34,488.58
03/01/2029	18,764.00	5.000%	15,724.93	34,488.93
06/01/2029	18,998.00	5.000%	15,490.38	34,488.38
09/01/2029	19,236.00	5.000%	15,252.90	34,488.90
12/01/2029	19,476.00	5.000%	15,012.45	34,488.45
03/01/2030	19,720.00	5.000%	14,769.00	34,489.00
06/01/2030	19,966.00	5.000%	14,522.50	34,488.50
09/01/2030	20,216.00	5.000%	14,272.93	34,488.93
12/01/2030	20,469.00	5.000%	14,020.23	34,489.23
03/01/2031	20,724.00	5.000%	13,764.36	34,488.36
06/01/2031	20,983.00	5.000%	13,505.31	34,488.31
09/01/2031	21,246.00	5.000%	13,243.03	34,489.03
12/01/2031	21,511.00	5.000%	12,977.45	34,488.45
03/01/2032	21,780.00	5.000%	12,708.56	34,488.56
06/01/2032	22,052.00	5.000%	12,436.31	34,488.31
09/01/2032	22,328.00	5.000%	12,160.66	34,488.66
12/01/2032	22,607.00	5.000%	11,881.56	34,488.56
03/01/2033	22,890.00	5.000%	11,598.98	34,488.98
06/01/2033	23,176.00	5.000%	11,312.85	34,488.85
09/01/2033	23,466.00	5.000%	11,023.15	34,489.15
12/01/2033	23,759.00	5.000%	10,729.83	34,488.83
03/01/2034	24,056.00	5.000%	10,432.84	34,488.84
06/01/2034	24,357.00	5.000%	10,132.14	34,489.14

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09/01/2034	24,661.00	5.000%	9,827.68	34,488.68
12/01/2034	24,969.00	5.000%	9,519.41	34,488.41
03/01/2035	25,281.00	5.000%	9,207.30	34,488.30
06/01/2035	25,597.00	5.000%	8,891.29	34,488.29
09/01/2035	25,917.00	5.000%	8,571.33	34,488.33
12/01/2035	26,241.00	5.000%	8,247.36	34,488.36
03/01/2036	26,569.00	5.000%	7,919.35	34,488.35
06/01/2036	26,902.00	5.000%	7,587.24	34,489.24
09/01/2036	27,238.00	5.000%	7,250.96	34,488.96
12/01/2036	27,578.00	5.000%	6,910.49	34,488.49
03/01/2037	27,923.00	5.000%	6,565.76	34,488.76
06/01/2037	28,272.00	5.000%	6,216.73	34,488.73
09/01/2037	28,625.00	5.000%	5,863.33	34,488.33
12/01/2037	28,983.00	5.000%	5,505.51	34,488.51
03/01/2038	29,346.00	5.000%	5,143.23	34,489.23
06/01/2038	29,712.00	5.000%	4,776.40	34,488.40
09/01/2038	30,084.00	5.000%	4,405.00	34,489.00
12/01/2038	30,460.00	5.000%	4,028.95	34,488.95
03/01/2039	30,841.00	5.000%	3,648.20	34,489.20
06/01/2039	31,226.00	5.000%	3,262.69	34,488.69
09/01/2039	31,616.00	5.000%	2,872.36	34,488.36
12/01/2039	32,012.00	5.000%	2,477.16	34,489.16
03/01/2040	32,412.00	5.000%	2,077.01	34,489.01
06/01/2040	32,817.00	5.000%	1,671.86	34,488.86
09/01/2040	33,227.00	5.000%	1,261.65	34,488.65
12/01/2040	33,642.00	5.000%	846.31	34,488.31
03/01/2041	34,063.00	5.000%	425.79	34,488.79
	1,400,000.00		619,522.34	2,019,522.34

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AFTER RECORDING, RETURN TO:
Thompson, O'Brien, Kappler & Nasuti, P.C.
William J. Diehl
2 Sun Court, Suite 400
Peachtree Corners, Georgia 30092

DEED TO SECURE DEBT AND SECURITY AGREEMENT

STATE OF GEORGIA
COUNTY OF GWINNETT

THIS DEED TO SECURE DEBT AND SECURITY AGREEMENT (hereinafter referred to as this "Security Deed") is made and entered into this __ day of January ____, 2026, from **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS, GEORGIA,** party or parties of the first part, (hereinafter individually and, if more than one, collectively referred to as "Grantor"), to **CITY OF NORCROSS, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA,** party of the second part, (hereinafter referred to as "Grantee").

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the payment of certain indebtedness hereinafter set forth and the performance of other obligations of Grantor hereinafter set forth, Grantor does hereby grant, bargain, sell, convey, assign, transfer and set over unto Grantee, with power of sale, all of the following described items (hereinafter collectively referred to as the "Property"):

(a) All those tracts or parcels of land and easements more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Land").

(b) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, members and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor.

(c) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on, under or above the Land, or any part thereof, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions (hereinafter both

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individually and collectively referred to as the "Improvements").

(d) (i) all right, title and interest of Grantor in any and all fixtures of every kind and nature whatsoever which are now or hereafter attached to the Land or the Improvements including without limitation all trade, domestic and ornamental fixtures, radiators, heaters, engines and machinery, boilers, ranges, plumbing, heating, air conditioning, refrigeration, lighting, ventilation, incinerating, gas, electrical and sprinkling equipment and systems, carpeting and other floor coverings, fire extinguishers and any other safety equipment, water heaters, mirrors, mantels, cooking apparatus and appurtenances, window screens, awnings, storm sashes and machinery; (ii) all right, title and interest of Grantor in any and all documents, and equipment and general intangibles of every kind and nature whatsoever now or hereafter located in, on or about the Land or Improvements or used or intended to be used with or in connection with the construction, operation, maintenance, use or enjoyment of the Land or the Improvements including without limitation machinery, appliances, furnishings, furniture, apparatus, and all the right, title and interest of Grantor in same subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Grantor or on behalf of Grantor; (iii) all right, title and interest of Grantor in any and all equipment and general intangibles of every kind and nature whatsoever now or hereafter delivered to and placed on the Land or Improvements for the purpose of being affixed to or installed or incorporated or otherwise used in or on the Land or the Improvements including without limitation building materials, supplies and machinery; (iv) all right, title and interest of Grantor in any and all books and records (including without limitation records regarding environmental matters) now or hereafter used or intended to be used with or in connection with the use, operation, maintenance or enjoyment of the Land or the Improvements; (v) all right, title and interest of Grantor in, to and under any and all franchise agreements, management contracts, service contracts, utility contracts, leases of equipment, documents and agreements relating to construction of any Improvements (including any and all construction contracts, architectural contracts, engineering contracts, designs, plans, specifications, drawings, models, surveys, tests, reports, bonds and government approvals) and other contracts, licenses (including operating licenses or similar licenses), permits, studies and data of every kind and nature whatsoever now or hereafter affecting the Land or Improvements or any part thereof; (vi) all rights, interest and privileges which Grantor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Land or the Improvements; (vii) all right, title and interest of Grantor in any and all water taps and rights, sewer taps and rights, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Land or the Improvements; (viii) all right, title and interest of Grantor in any and all signs, trade-names, trademarks, service marks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land or the Improvements; (ix) all extensions, additions, improvements, betterments, renewals, replacements, accessions or substitutions from a sale of any of the foregoing, and all warranties and guaranties related thereto; and (x) all proceeds of any nature of the property described hereinabove including without limitation all goods, accounts, deposit accounts, cash proceeds, chattel paper, documents, instruments, articles of personal property and general intangibles of any nature either constituting proceeds or acquired with proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be a part of the Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Security Deed. All terms contained in this Paragraph shall have the same meaning as such term has in the Uniform Commercial Code as enacted by the State of Georgia, to the extent such term is defined therein.

(e) All leases, subleases, tenant contracts, rental agreements, occupancy agreements, now or hereafter affecting the Land or any Improvements, or any part thereof, whether written or oral and whether now or hereafter made or executed and delivered (hereinafter individually referred to as a "Lease" and collectively referred to as the "Leases"), and all income, rents (and payments in lieu of rents), issues, profits,

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royalties, and revenues of the Land or any Improvements, or any part thereof, from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, awards, judgments and settlements, tenant security deposits whether held by Grantor or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Grantor, in and to the same. Grantee hereby acknowledges and gives its written approval for all Leases in existence at the time of execution of this Security Deed and any extensions and renewals thereof.

TO HAVE AND TO HOLD the Property and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Grantee IN FEE SIMPLE forever; Grantor warrants that Grantor has good title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same, and that Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

This Security Deed is intended to operate and is to be construed both as a deed passing legal title to Grantee, made under those provisions of the existing laws of the State of Georgia relating to deeds to secure debt, and not as a mortgage (reserving only the right to Grantor to possess the Property and, where applicable, collect the income, rents, issues, profits, royalties, and revenues of same (other than insurance proceeds and condemnation payments) so long as an Event of Default has not occurred) and as a security agreement granting a present and continuing security interest and security title in the portion of the Property constituting personal property or fixtures for purposes of the Uniform Commercial Code as enacted by the State of Georgia. This Security Deed is made and intended to secure payment of the following described indebtedness:

(a) The debt evidenced by that certain promissory note dated of even date herewith, made by Grantor payable to the order of Grantee in the principal face amount of ONE MILLION, FOUR HUNDRED THOUSAND and 00/100 cents ($1,400,000.00), with the final payment being due on or before **March 1, 2041**; together with any and all renewals, modifications, consolidations and/or extensions of the indebtedness evidenced by said promissory note or any replacement note or notes that may be substituted for said promissory note after the date hereof, either in whole or in part (hereinafter collectively referred to as the “Note” and to which Note reference is hereby made for all purposes).

(b) Any and all additional advances made by Grantee: to protect or preserve the Property or the security interest created hereby; for taxes, assessments, insurance premiums and/or liens as hereinafter provided; for performance of any of Grantor’s obligations hereunder; and for any other purpose provided for herein (whether or not the Grantor remains the owner of the Property at the time of such advances).

The Note, this Security Deed and any and all assignment of leases and rents, assignment of contract rights, collateral assignments, deeds to secure debt and other conveyances and transfers, security agreements, loan agreements, loan commitments, certificates and indemnification agreements and other agreements, and any and all other documents and instruments now or hereafter evidencing, securing or otherwise relating to the Note, this Security Deed or the indebtedness secured hereby, together with any and all renewals, modifications, amendments, consolidations, increases and extensions thereof, are collectively hereinafter referred to as the "Loan Documents."

Should the indebtednesses secured by this Security Deed be paid according to the tenor and effect thereof when the same shall become due and payable, and should Grantor perform all covenants herein contained in a timely manner, then this Security Deed shall be cancelled and surrendered, but otherwise shall remain in full force and effect.

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Grantor hereby further covenants and agrees with Grantee as follows:

ARTICLE 1
COVENANTS AND WARRANTIES OF GRANTOR

1.01 Payment of Indebtedness and Performance of Obligations. Grantor will pay the Note according to the tenor thereof and all other indebtedness now or hereafter secured hereby promptly as the same shall become due and shall perform every obligation of Grantor contained in this Security Deed and in the other Loan Documents.

1.02 Taxes, Liens and Other Charges.

(a) In the event of the passage of any state, federal, local or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by deeds to secure debt or the manner of collecting taxes so as to adversely affect Grantee, Grantor will promptly pay any such tax on or before the required payment date. If Grantor fails to make such prompt payment or if, in the opinion of Grantee, any such state, federal, local, or other governmental law, order, rule or regulation prohibits Grantor from making such payment or would penalize Grantee if Grantor makes such payment or if, in the opinion of Grantee, the making of such payment might result in the imposition of interest beyond the maximum amount permitted by applicable law, then the entire balance of the principal sum secured by this Security Deed and all interest accrued thereon shall, at the option of Grantee, become immediately due and payable. Nothing herein shall impose upon Grantee the obligation to pay any state or federal income taxes, corporate franchise taxes or net worth taxes assessed or levied against Grantor.

(b) Grantor (to the extent same are not paid from escrowed funds provided for in Paragraph 1.04 hereof) will pay, before the same become delinquent, all taxes, assessments and liens, whether public or private, already levied or assessed or that may hereafter be levied or assessed upon or against the Property; and will furnish Grantee within thirty (30) days after the final date whereon same can be paid without penalty evidence of the due and punctual payment of all such taxes, assessments and liens. Nothing contained herein shall require the payment or discharge of any such tax, assessment or lien by Grantor for so long as Grantor shall in good faith and at its own expense contest the amount or validity thereof by appropriate legal proceedings and provided such contest shall prevent (i) the collection thereof or other realization thereon and the sale or forfeiture of the Property or any part thereof to satisfy the same and (ii) the enforcement thereof against Grantor or the Property or any part thereof, and provided Grantor first deposits with Grantee, in escrow such sums or other security as Grantee may reasonably require to assure Grantee of the availability of sufficient funds to pay such tax, assessment or lien if and when same is finally determined to be due, plus a reasonable additional sum to cover possible costs, interest and penalties.

(c) Grantor will not suffer any mechanic's, materialman's, laborer's, statutory or other lien to be created upon all or any part of the Property and remain outstanding more than thirty (30) calendar days after the date Grantor receives notice of such filing.

1.03 Insurance.

(a) Grantor shall procure for, deliver to and maintain for the benefit of Grantee during the term of this Security Deed, original paid-up insurance policies in form and substance, with expiration dates and deductible amounts, and with a company or companies acceptable to Grantee, containing non-contributory standard mortgagee clauses, their equivalent and, where applicable, a satisfactory mortgagee loss payable endorsement in favor of Grantee, containing a provision that no cancellation or reduction in coverage shall be effective unless the insurer first gives Grantee thirty (30) days prior written

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notice and providing the following types of insurance on the Property:

(i) insurance against loss or damage by fire, lightning, vandalism, malicious mischief and against such other hazards as are presently included in so-called "all risk replacement cost insurance"; the amount of which insurance shall be not less than the balance of the indebtedness evidenced by the Note nor less than one hundred percent (100%) of the full replacement cost of the Property without deduction for depreciation;

(ii) rent or business interruption insurance against loss of income arising out of damage or destruction by fire, lightning, vandalism, malicious mischief and flood and such other hazards as are presently included in so called- "all risk replacement cost insurance" in the amount equal to the gross annual income derived by Grantor from the Property;

(iii) general comprehensive public liability insurance coverage in such amounts as Grantee may approve;

(iv) when obtainable from the United States of America or any agency or instrumentality thereof, and when and as reasonably required by Grantee, war risk insurance in the maximum amount available up to an amount equal to one hundred percent (100%) of the full replacement cost of the Property without deduction for depreciation;

(v) such other insurance on the Property or any replacements or substitutions therefor and in such amounts as may from time to time be reasonably required by Grantee against other insurable casualties which at the time are commonly insured against in the case of properties similarly situated, due regard being given to the height and type of the improvements, their construction, location, use and occupancy, or any replacements or substitutions therefor.

(b) Grantee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies maintained pursuant to this Paragraph, and to collect and receive the proceeds from any such policy or policies that remain following completion of the repairs and/or restoration of the Property, said proceeds to be applied to any unpaid principal and interest owing on the Note. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Grantee, instead of to Grantor and Grantee jointly. In the event any insurance company fails to disburse directly and solely to Grantee but disburses instead either solely to Grantor or to Grantor and Grantee jointly, Grantor agrees immediately to endorse and transfer such excess proceeds to Grantee upon completion of the repairs and/or restoration of the Property. Upon the failure of Grantor to endorse and transfer such proceeds as aforesaid, Grantee may execute such endorsements or transfers for and in the name of Grantor and Grantor hereby irrevocably appoints Grantee as Grantor's agent and attorney-in---fact so to do. After deducting from said insurance proceeds all of its expenses incurred in the collection and administration of such sums, including attorneys' fees, Grantee will apply the net proceeds or any part thereof first , to the repair and/or restoration of the Property by disbursing for the repair and/or restoration of the Property in accordance with and subject to the conditions for disbursement that Grantee would customarily impose as a prudent lender in a construction or development loan; second to the payment of the indebtedness hereby secured, whether or not due and in whatever order Grantee elects, and; third for any other purposes or objects for which Grantee is entitled to advance funds under this Security Deed; all without affecting the lien of this Security Deed or any obligation secured hereby. Grantee shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(c) Insurance policies described herein shall, when available, contain co-insurance clause,

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if any, only as acceptable to Grantee and approved by Grantee and shall contain "agreed amount" endorsements acceptable to Grantee and approved by Grantee.

(d) At least thirty (30) days prior to the expiration date of each policy maintained pursuant to this Paragraph, a renewal or replacement thereof satisfactory to Grantee shall be delivered to Grantee. Grantor shall deliver to Grantee receipts evidencing the payment for all such insurance policies and renewals or replacements. The delivery of any insurance policies hereunder shall constitute an assignment of all unearned premiums as further security hereunder.

(e) In the event of the foreclosure of this Security Deed or any other transfer of title to the Property in extinguishment or partial extinguishment of the indebtedness secured hereby, all right, title and interest of Grantor in and to all insurance policies then in force shall pass to the purchaser or to Grantee, as the case may be, and Grantee is hereby irrevocably appointed by Grantor as attorney-in-fact for Grantor to assign any such policy to said purchaser or to Grantee, as the case may be, without accounting to Grantor for any unearned premiums thereon.

1.04 Monthly Deposits. At the option of Grantee and further to secure the payment of the taxes, assessments, liens and insurance premiums (herein individually and collectively referred to as the "charges"), Grantor shall deposit with Grantee, on the due date of each installment under the Note, such amounts as, in the estimation of Grantee, shall be necessary to pay such charges as they become due; said deposits to be held by Grantee, free of interest and free of any liens or claims on the part of creditors of Grantor and as part of the security of Grantee, and to be used by Grantee to pay current taxes, assessments, liens and insurance premiums on the Property as the same accrue and are payable. Payment from said sums for said purposes shall be made by Grantee at its discretion and may be made even though such payments will benefit subsequent owners of the Property. Said deposits shall be held in a separate funds and not commingled with the general funds of Grantee. If said deposits are insufficient to pay the charges in full as the same become payable, Grantor will deposit with Grantee such additional sum or sums as may be required in order for Grantee to pay such charges in full. Upon any Default in the provisions of this Security Deed or the Note, or any instrument evidencing, securing or in any way related to the indebtedness secured hereby, Grantee may, at its option, apply any money in the fund resulting from said deposits to the payment of the indebtedness secured hereby in such manner as it may elect. Upon payment of the indebtedness secured hereby, Grantee shall refund to Grantor any such sums then on deposit with Grantee. The term "taxes" as used in this Security Deed shall include real property ad valorem taxes, sanitary taxes and any other tax which is or may become a lien against all or any part of the Property. The term "assessments" as used in this Security Deed shall include utility charges, private and governmental fees, owners association assessments, fees and fines and all other sums of any character which may be charged or assessed against the Property.

1.05 Condemnation. In the event there hereafter occurs a condemnation (which term when used in this Security Deed shall include any damage or taking by any governmental authority or other entity having the power of eminent domain, and any transfer by private sale in lieu thereof), resulting in any damage or taking, either temporarily or permanently, of (i) the entire Property, (ii) any portion of any building now or hereafter erected on the Land, (iii) so much of the Property as causes the remainder of the Property to be in violation of any zoning laws, restrictive covenants or similar laws, regulations or restrictions affecting the Property, or (iv) so much of the Property as, in the opinion of Grantee, renders the remainder of the Property materially less useful or valuable, then, and in any one of said events, the entire indebtedness secured hereby shall, at the option of Grantee, become immediately due and payable, with thirty (30) days prior notice to Grantor or any other person or entity, or at Grantee's further option, Grantee may require Grantor to apply all compensation, awards, proceeds, or other payments from such condemnation to the restoration and repair of the Property as may be necessary to cure the injury to the Property occasioned by such condemnation. Grantee shall be entitled to receive all compensation, awards and other payments or relief thereof to the full

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extent of the indebtedness then secured hereby. Grantee is hereby authorized, at its option, to commence, appear in and prosecute, in its own or in Grantor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Grantor to Grantee. After deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including attorney's fees, Grantee will apply the net proceeds or any part thereoffirst to the repair and/or restoration of the Property; second to the payment of the indebtedness hereby secured, whether or not due and in whatever order Grantee elects, together with any prepayment premiums, fees, or charges herein or in the Note provided, and; third for any other purposes or objects for which Grantee is entitled to advance funds under this Security Deed, all without affecting the lien of this Security Deed; and any balance of such monies then remaining shall be paid to Grantor. Grantor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as Grantee may require. If, prior to the receipt by Grantee of such award or proceeds, the Property shall have been sold on foreclosure of this Security Deed, or by deed in lieu thereof, or under the power of sale herein granted, Grantee shall have the right to receive such award or proceeds to the extent of any unpaid indebtedness secured hereby following such sale, with legal interest thereon, whether or not a deficiency judgment on this Security Deed or the Note shall have been sought or recovered, and to the extent of attorney's fees, costs and disbursements incurred by Grantee in connection with the collection of such award or proceeds.

1.06 Care, Use and Management of Property.

(a) Grantor will at all times perform all agreements, undertakings and functions necessary to operate the Property in a manner consistent with retail and restaurant facilities in downtown Norcross.

(b) Grantor will keep and maintain the Property in good condition and repair and will do and perform all other acts which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

(c) Grantor will not commit, permit or suffer any nuisance, waste, impairment or deterioration to, or unlawful use of, the Property or any portion thereof, will not abandon or leave unattended the Property and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Property or any part thereof.

(d) Grantor will not remove, demolish or alter the structural character of any building, structure, parking area, road, driveway, landscape scheme or other improvement being a part of the Property without Grantee's prior written consent which consent shall not be unreasonably withheld.

(e) Grantor will not permit any change in any license, restrictive covenant or easement without Grantee's prior written consent which consent shall not be unreasonably withheld. Grantor will notify Grantee of all demands, proceedings, claims and actions against Grantor, and of any loss or damage to the Property.

(f) Grantor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority (including without limitation all environmental and ecological laws and regulations) affecting the Property or any part thereof. If Grantor receives notice from any federal, state, local or other governmental entity that the Property fails to comply with any applicable law, ordinance, rule, order or regulation, Grantor will promptly furnish a copy of such notice to Grantee.

(g) If all or any part of the Property shall be damaged by fire or other casualty, Grantor will give immediate written notice thereof to Grantee and promptly restore the Property to the equivalent of its

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original condition; and if a part of the Property shall be damaged through condemnation (which damage does not result in acceleration of the indebtedness secured hereby by Grantee as provided in Paragraph 1.05), Grantor will promptly restore, repair or alter the remaining portions of the Property in a manner consistent with local code and satisfactory to Grantee. Notwithstanding the foregoing, Grantor shall not be obligated to so restore unless in each instance, Grantee agrees to make available to Grantor (pursuant to a procedure satisfactory to Grantee) any net insurance or condemnation proceeds actually received by Grantee hereunder in connection with such casualty loss or condemnation, to the extent such proceeds are required to defray the expense of such restoration; provided, however, that the insufficiency of any such insurance or condemnation proceeds to defray the entire expense of restoration shall in no way relieve Grantor of its obligation to restore. In the event all or any portion of the Property shall be damaged or destroyed by fire or other casualty or by condemnation, Grantor shall promptly deposit with Grantee a sum equal to the amount by which the estimated cost of the restoration of the Property (as determined by Grantee in its good faith judgment) exceeds the actual net insurance or condemnation proceeds received by Grantee in connection with such damage or destruction, which deposit will be disbursed by Grantee to Grantor to defray the expense of restoration.

1.07 Leases and Other Agreements Affecting Property.

(a) Grantor agrees to execute and deliver to Grantee such reasonable and customary additional instruments, in form and substance satisfactory to Grantee, as may hereafter be requested by Grantee further to evidence and confirm the assignment to Grantee of any Lease, franchise agreement, management contract, construction contract, or other contract, license or permit provided, however, that acceptance of any such assignment shall not be construed as a consent by Grantee to any Lease, franchise agreement, management contract, construction contract, or other contract, license or permit, or to impose upon Grantee any obligation with respect thereto. Without first obtaining on each occasion the written approval of Grantee, which approval shall not be unreasonably withheld, Grantor shall not cancel or permit the cancellation of any such Lease, franchise agreement, management contract, construction contract, or other contract, license or permit, or modify any of said instruments, or accept, or permit to be made, any prepayment of any installment of rent or fees thereunder (except for security deposits and the prepayment of rent for up to one (1) month in advance). Grantor shall faithfully and punctually keep and perform, or cause to be kept and performed, all of the terms, covenants, conditions, agreements, restrictions, requirements and provisions contained in each of said instruments, now or hereafter existing, on the part of Grantor to be kept and performed and shall at all times do all things necessary to compel performance by each other party to said instruments of all obligations, covenants and agreements by such other party to be performed thereunder.

(b) Grantor shall do all reasonable, commercially-viable acts necessary to maintain and preserve all income, rents, issues, profits and revenues of the Land or any Improvements now or hereafter located thereon, or any part thereof, from time to time accruing, or any other sums due Grantor as landlord and prevent any diminishment or impairment of the value of these sums or the Leases or the interest of Grantor or Grantee therein or thereunder. Grantor hereby authorizes and directs each present and future tenant of the Property to pay to Grantee all rents and any other sums due Grantor as landlord and to perform for the direct benefit of Grantee any other obligations of such tenant to Grantor as landlord, as if Grantee were the landlord under such tenant's Lease, immediately upon receipt of a written demand by Grantee to make such payment or perform such obligation. No such demand by Grantee shall constitute or be deemed to constitute any assumption by Grantee of any obligations of the landlord under such tenant's Lease. No such demand by Grantee shall constitute or be deemed to constitute any wrongful interference by Grantee in the affairs or business relationships for ascertaining whether any such demand by Grantee is authorized or whether a Default by Grantor has occurred under this Security Deed. Grantor hereby waives any right, claim or action Grantor may now or hereafter have against any such tenant by reason of such tenant's payment to or performance for Grantee as described above, and any such payment to or performance for Grantee shall discharge the obligation of such tenant to make such payment to, or perform such obligation

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for, Grantor.

(c) Grantor shall not execute an assignment of the income, rents, issues or profits, or any part thereof, from the Property unless Grantee shall first consent to such assignment and unless such assignment shall expressly provide that it is subordinate to the assignment contained in this Security Deed and any assignment executed pursuant hereto or concerning the indebtedness secured hereby. Grantor shall not permit an assignment or sublease of any Lease, without the express written consent of Grantee which consent shall not be unreasonably withheld.

(d) Grantor shall furnish to Grantee, within ten (10) business days after a written request by Grantee to do so, a sworn statement setting forth the names of all lessees and tenants of the Property, the terms of their respective Leases, the space occupied, and the rentals payable thereunder, and stating whether any defaults, offsets or defenses exist under or in connection with any of said Leases. Any and all Leases affecting the Property shall provide for giving by the lessees or tenants thereunder of certificates with respect to the status of such Leases, and Grantor shall exercise Grantor's right to request such certificates within ten (10) business days of any demand therefor by Grantee. Grantor will, at the written request of Grantee, furnish Grantee with executed copies of all leases now or hereafter created upon the Property or any part thereof. Any Leases hereafter entered into by Grantor for any portion of the Property must be first submitted to and approved by Grantee which approval shall not be unreasonably withheld.

(e) Each Lease, excluding any Leases existing at the time of execution of this Security Deed and any extensions or renewals thereof, shall provide that, in the event of the enforcement by Grantee of the remedies provided by law or by this Security Deed, the lessee or tenant thereunder will, upon written request of Grantee or any other person or entity succeeding to the interest of Grantee as a result of such enforcement, automatically become the lessee or tenant of Grantee or said successor in interest, without change in the terms or other provisions of said Lease; provided, however, that neither Grantee nor any such successor in interest shall be bound by (i) any payment of rental or additional rental for more than one (1) month in advance, except prepayments in the nature of security for the performance by said lessee or tenant of its obligations under said Lease (and then only if such prepayments have been deposited with and are under the control of Grantee); or (ii) any amendment or modification of said Lease made without the express written consent of Grantee or said successor in interest which consent shall not be unreasonably withheld. Each Lease shall also provide that, upon written request by said successor in interest, the lessee or tenant thereunder shall deliver an instrument or instruments confirming such attornment.

(f) Notwithstanding any other provisions of this Security Deed, Grantor shall not hereafter enter into any Lease, franchise agreement, management contract or other contract, license or permit affecting the Property, or any part thereof, without the prior written consent of Grantee, which consent shall not be unreasonably withheld and except upon the following conditions: (i) each such instrument shall contain a provision that the rights of the parties thereunder are expressly subordinate to all of the rights and title of Grantee under this Security Deed; (ii) any such instrument shall contain a provision whereby the parties thereunder expressly recognize and agree that, notwithstanding such subordination, Grantee may sell the Property in the manner provided herein, and thereby, at the option of Grantee, sell the same subject to such instrument; and (iii) at or prior to the time of execution of any such instrument, Grantor shall, as a condition to such execution, procure from the other party or parties thereto an agreement in favor of Grantee, in form and substance satisfactory to Grantee, under which such party or parties agree to be bound by the provisions of Article 2, regarding the manner in which Grantee may foreclose or exercise the power of sale under this Security Deed.

1.08 Security Agreement.

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With respect to the goods, accounts, deposit accounts, chattel paper, documents, instruments, articles of personal property, general intangibles, proceeds, books and records and environmental records referred to or described specifically or generally in this Security Deed, in any way connected with the use and enjoyment of the Property and whether or not located at the Property or elsewhere, whether or not in the possession of Grantor or some third party (including any federal, state or local agency or instrumentality), and whether or not written, photographic, or computerized, except to the extent same are owned by tenants under leases affecting the Property, this Security Deed is hereby made and declared to be a security agreement creating a security interest in, and encumbering, each and every item of such personal property included herein as a part of the Property, in compliance with the provisions of the Uniform Commercial Code as enacted by the State of Georgia. Upon written request by Grantee, at any time and from time to time, a financing statement or statements affecting all of such property shall be executed by Grantor and appropriately filed. Additionally, Grantor hereby authorizes Grantee at any time and from time to time to file a financing statement or statements affecting all of such personal property without Grantor's signature where permitted by law.

The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Security Deed shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code as enacted by the State of Georgia, all at Grantee's sole election. Grantor shall, if Grantee requests in writing, assemble all such personal property and make it available to Grantee at a place or places, to be designated by Grantee, which shall be reasonably convenient to Grantor and Grantee. Grantee shall, in the Event of Default also have the right (i) to proceed against the aforementioned personal property in accordance with Grantee's rights and remedies with respect to the real property, in which event the provisions of the Uniform Commercial Code as enacted by the State of Georgia shall not govern the Default and Grantee's remedies, or (ii) to proceed against the aforementioned personal property separately from the real property. When proceeding against any of the aforementioned personal property under the provisions of the Uniform Commercial Code as enacted by the State of Georgia, ten (10) business days' notice of Grantee's determination to proceed against the aforementioned personal property shall be deemed reasonable notice. The reasonable expenses of retaking, holding, preparing for sale and selling the aforementioned personal property shall be deemed to include (without limitation) actual attorneys' fees.

Grantor agrees not to remove any of the aforementioned personal property from the Property without the prior written consent of Grantee, which consent shall not be unreasonably withheld; provided, however, that Grantor may sell or otherwise dispose of obsolete, inadequate, useless or unserviceable items of the aforementioned personal property in the ordinary course of its management and operation of the Property without Grantee's consent. At the written request of Grantee from time to time, Grantor will provide Grantee with an inventory or schedule of all of the aforementioned personal property in such detail and containing such information (i.e. make, model, serial number, location, purchase date, condition, repair, etc.) as Grantee deems necessary or desirable in its sole reasonable discretion. Grantor and Grantee agree that the filing of any such financing statement or statements in the records normally having to do with personal property shall not in any way affect the agreement of Grantor and Grantee that everything used in connection with the production of income from the Property or adapted for use therein or which is described or reflected in this Security Deed, is, and at all times and for all purposes and in all proceedings, both legal or equitable, shall be regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an exhibit to this Security Deed, or (iii) any such item is referred to or reflected in any such financing statement or statements so filed at any time. Similarly, the mention in any such financing statement or statements of the rights in and to (i) the proceeds of any fire and/or hazard insurance policy, or (ii) any award in eminent domain proceedings for a taking or for loss of value, or (iii) Grantor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Property, whether pursuant to lease or otherwise, shall not in any way alter

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any of the rights of Grantee as determined by this Security Deed or affect the priority of Grantee's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement or statements is solely for the protection of Grantee in the event any court shall at any time hold with respect to the foregoing clauses (i), (ii) or (iii) of this sentence, that notice of Grantee's priority of interest, to be effective against a particular class of persons, must be filed in the Uniform Commercial Code records for the State of Georgia.

Grantor further covenants and agrees that all of the aforementioned personal property shall be owned by Grantor and, except as disclosed to and approved by Grantee in writing, shall not be the subject matter of any lease or other instrument, agreement or transaction whereby the ownership or beneficial interest thereof or therein shall be held by any person or entity other than Grantor; nor shall Grantor create or cause to be created any security interest covering any such property, other than (i) the security interest created herein in favor of Grantee and (ii) the rights of tenants lawfully occupying the Property.

Grantor further warrants that the location of the aforementioned personal property is or will be upon the Land (excepting materials intended to be located thereon and stored temporarily off-site). Grantor covenants and agrees with Grantee that Grantor will furnish Grantee with notice of any change in the principal place of business of Grantor within thirty (30) calendar days of the effective date of any change and Grantor will promptly execute any financing statements or other instruments deemed necessary by Grantee to prevent any filed financing statement from becoming misleading or losing its status.

1.09 Further Assurances; After-Acquired Property. At any time, and from time to time, upon written request by Grantee, Grantor will make, execute and deliver or cause to be made, executed and delivered, to Grantee and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be rerecorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Grantee, any and all such other and further deeds to secure debt, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, agreements, letters and other documents as may, in the opinion of Grantee, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the liability and obligations of Grantor under the Loan Documents and (b) to the extent applicable, the lien, security interest and security title of Grantee under this Security Deed in and to all of the Property, whether now owned or hereafter acquired by Grantor. Upon any failure by Grantor so to do, Grantee may make, execute, record, file, re-record and/or refile the above-stated such deeds to secure debt, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, agreements, letters and documents for and in the name of Grantor and Grantor hereby irrevocably appoints Grantee the agent and attorney-in-fact of Grantor so to do. The lien hereof will automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Property or any part thereof except to the extent expressly released by Grantee.

1.10 Expenses. If any action or proceeding be commenced (including without limitation any action to foreclose this Security Deed or to collect the indebtedness secured hereby), to which action or proceeding Grantee is made a party, or in which it becomes necessary to defend or uphold the lien of this Security Deed, or in which Grantee is served with any legal process, discovery notice or subpoena relating to Grantee's lending to Grantor or accepting a guaranty from a guarantor of the indebtedness secured hereby, Grantor will reimburse to Grantee all of the foregoing expenses (including without limitation the cost of any environmental audit) which have been or may be incurred by Grantee with respect to the foregoing. All sums paid by Grantee for the expense of any litigation to prosecute or defend the rights and lien created by this Security Deed or to appear or to take action in response to any such legal process, discovery notice or subpoena (including attorneys' fees and disbursements) shall be paid by Grantor, upon demand by Grantee, and any such sum shall be a lien on the Property, prior to any right, or title to, interest in or claim upon the Property attaching or accruing subsequent to the lien of this Security Deed, and shall be deemed

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to be secured by this Security Deed. In any action or proceeding to foreclose this Security Deed, or to recover or collect the indebtedness secured hereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

1.11 Periodic Certifications. Grantee, upon ten (10) business days prior written notice, shall furnish Grantor a written statement in affidavit form or other reasonable and customary form that Grantor requests, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any offsets or defenses exist against such principal and interest and, if such offsets or defenses exist, stating in detail the specific facts relating to each such offset or defense, and any other or further information Grantor reasonably requests in writing.

1.12 Subrogation. Grantor covenants that Grantee shall be subrogated to the right, title, equity, claims and liens of all parties whose claims, liens encumbrances or charges are discharged or paid with the proceeds of the indebtedness secured hereby or otherwise discharged or paid by Grantee notwithstanding that any instrument providing public notice of same shall be satisfied and cancelled of record.

1.13 Financial Information. Grantor will keep and maintain or will cause to be kept and maintained proper and accurate books, records, and accounts reflecting all items of income and expense (i) in connection with the operation of the Property, (ii) in connection with any services, equipment or furnishings provided in connection with the operation of the Property and (iii) in connection with any environmental matters involving the Property. Grantor will furnish to Grantee annually within ninety (90) days after the end of each fiscal year of Grantor (i) a certified, itemized balance sheet and statement of annual income and expenses for the Property for the previous fiscal year in such detail and accompanied by such readily available supporting schedules as Grantee requests in writing, together with all records in connection with any environmental matters involving the Property, all certified by the Treasurer of Grantor, and (ii) if required by Grantor, audited financial statements accompanied by the unqualified opinion of independent certified public accountants satisfactory to Grantee confirming that said financial statements have been prepared in accordance with generally accepted accounting principles, consistently applied. Should Grantor fail to furnish the aforesaid to Grantee in a timely manner, Grantee shall have the right to audit or cause to be audited the books and records of Grantor at Grantor's expense. Grantee shall have the right from time to time at all times during normal business hours to examine such books, records and accounts at the office of Grantor or such other person or entity maintaining such books, records and accounts and to make copies or extracts thereof as Grantee shall desire.

1.14 Restrictions on Transfer and Changes in Ownership. Grantor hereby acknowledges to Grantee that (a) the identity and expertise of Grantor were and continue to be material circumstances upon which Grantee has relied in connection with, and which constitute valuable consideration to Grantee for, the extending to Grantor of the loan evidenced by the Note and (b) any change in such identity or expertise could materially impair or jeopardize the security for the payment of the Note granted to Grantee by this Security Deed. Grantor therefore covenants and agrees with Grantee, as part of the consideration for the extending to Grantor of the loan evidenced by the Note, that Grantor shall not, without the prior written consent of Grantee, which consent shall not be unreasonably withheld (i) voluntarily or involuntarily sell, convey, transfer, assign, exchange, further encumber, mortgage, create a security interest in, or pledge all or any part of the Property, or all or any part of Grantor's legal, equitable or other interest therein, nor (ii) lease to one entity all or substantially all of the property for purposes other than actual occupancy, or enter into an installment sales contract for all or any part of the Property, nor (iii) cause or permit any transfers of interests in Grantor, except as otherwise expressly permitted herein. The consent by Grantee to any sale, conveyance, transfer, lease, assignment, exchange, encumbrance, mortgage, security interest or pledge of the Property may be exercised arbitrarily and withheld for any reason or no reason and shall not be deemed to constitute a novation or a consent to any further sale, conveyance, transfer, lease, assignment, exchange, encumbrance, mortgage, security interest or pledge of the Property or to waive Grantee's right, at its option,

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to declare the indebtedness secured hereby immediately due and payable, without notice to Grantor or any other person or entity, upon any such sale, transfer, pledge, encumbrance, creation of a security interest, or other hypothecation to which it shall not have consented.

1.15 Litigation. Grantor shall promptly give notice in writing to Grantee of any litigation commenced affecting the Property.

1.16 Prior Encumbrances. With regard to any other deed to secure debt, security agreement or other lien document that created a prior encumbrance or security interest on the Property, Grantor agrees to make all payments when due and to perform or comply with all covenants, to promptly deliver to Grantee any written notices that Grantor receives from the holder thereof, and not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Grantee's prior written consent which consent shall not be unreasonably withheld.

ARTICLE 2
DEFAULT AND REMEDIES

2.01 Events of Default. The terms "Default", "Event of Default" or "Events of Default", wherever used in this Security Deed, shall mean any one or more of the following events:

(a) Failure by either Grantor, borrower named in the Note (if different from the Grantor) or any current or future guarantor thereof (hereinafter referred to both individually and collectively as an "Obligor"), to pay the indebtedness secured hereby, or any installment of principal interest thereof, when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment or at a date fixed by reason of acceleration of the due date thereof or otherwise; or

(b) Failure by any party to the Loan Documents to duly observe or perform any term, covenant, condition or agreement thereof; or

(c) Any representation, warranty, covenant or statement of any party to the Loan Documents shall be breached or proves to be untrue or misleading in any material respect; or

(d) The filing by an Obligor of a voluntary petition in bankruptcy or the filing by an Obligor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or an Obligor seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of same or of all or any substantial part of the Property or of any or all of the rents, issues, profits or revenues thereof, or the making by an Obligor of any general assignment for the benefit of creditors, or the admission in writing by an Obligor of its inability to pay its debts generally as they become due; or

(e) The entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against an Obligor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of an Obligor or of all or any substantial part of the Property or of any or all of the rents, issues, profits or revenues thereof without the consent or acquiescence of Grantee; or

(f) The filing by any person or entity of any claim in any legal or equitable proceeding challenging the priority lien of this Security Deed or the death of an Obligor; or

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(g) Failure by Grantor or any borrower named in the Note (if different from Grantor) to pay as and when due and payable any indebtedness as required by any other promissory note, security deed or loan document such party may, at any time, have outstanding with Grantee; or

(h) Failure by Grantor or any borrower named in the Note (if different from Grantor) to duly observe or perform any other term, covenant, condition or agreement of any other promissory note, security deed or loan document such party may, at any time, have outstanding with Grantee; or

(i) The Property or any part thereof is seized or levied upon; or

(j)

(k) A material adverse change in Grantor's business including ownership, management, and financial conditions, which Grantee in its opinion believes impairs the value of the Property or repayment of the indebtedness secured hereby.

2.02 Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, then the entire indebtedness secured hereby and all other sums due and payable hereunder, at the option of Grantee, shall become due and payable upon the expiration of a date not less than ninety (90) days from the date of notice of action required to cure said default. Time being of the essence of this Security Deed and thereafter such Event of Default may be cured only by the payment of such entire principal balance and all other sums due and payable hereunder; and no omission on the part of Grantee to exercise such option when entitled to do so shall be construed as a waiver of such right.

2.03 Grantee's Right to Enter and Take Possession, Operate and Apply Revenues.

(a) If an Event of Default shall have occurred and be continuing, Grantor upon demand of Grantee, shall forthwith surrender to Grantee the actual possession of the Property and if, and to the extent, permitted by law, Grantee itself, or by such officers or agents as it may appoint, may enter and take possession of all the Property without the appointment of a receiver, or an application therefor and may exclude Grantor and its agents and employees wholly therefrom, and may have joint access with Grantor to the books, papers and accounts of Grantor.

(b) If Grantor shall for any reason fail to surrender or deliver the Property or any part thereof after such demand by Grantee, Grantee may obtain a judgment or decree conferring upon Grantee the right to immediate possession or requiring Grantor to deliver immediate possession of the Property to Grantee, and Grantor hereby specifically consents to the entry of such judgment or decree. Grantor will pay to Grantee, upon demand, all expenses of obtaining such judgment or decree, including compensation to Grantee, its attorneys and agents; and all such expenses and compensation shall, until paid, be secured by the lien of this Security Deed.

(c) Upon every such entering upon or taking of possession, Grantee may hold, store, use, operate, manage and control the Property and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Property insured; (iii) manage, lease and operate the Property or any part thereof, or employ a manager of the Property or any part thereof, and exercise all the rights and powers of Grantor to the same extent as Grantor could in its own name or otherwise with respect to the same; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Grantee, all as Grantee from time to time may determine to be in its best interest; (v) perform any and all acts required of Grantor as lessor under any Lease of all or any part of the Property and exercise any and

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all rights of lessor under any such Lease, all as Grantee may from time to time determine to be in its best advantage. Grantee may collect and receive all the income, rents, issues, profits and revenues from the Property, including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing and operating the Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, liens, assessments and other similar charges as Grantee may at its option pay; (ee) other proper charges upon the Property or any part thereof; and (ff) the compensation, expenses and disbursements of the attorneys and agents of Grantee, Grantee shall apply the remainder of the monies and proceeds so received by Grantee, first to the payment of accrued interest and second to the payment of principal. Grantee shall have no obligation to discharge any duties of a landlord to any tenant or to incur any liability as a result of any exercise by Grantee of any rights under this Security Deed or otherwise. Grantee shall not be liable for any failure to collect rents, issues, profits and revenues from the Property, nor shall Grantee be liable to account for any such rents, issues, profits or revenues unless actually received by Grantee.

(d) For the purpose of carrying out the provisions of this Paragraph, Grantor hereby irrevocably constitutes and appoints Grantee the true and lawful attorney-in-fact for Grantor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all action of said attorney-in-fact in the Property.

(e) Whenever all that is due upon such interest, deposits and principal installments and under any of the terms, covenants, conditions and agreements of this Security Deed, shall have been paid and all Events of Default made good, Grantee shall surrender possession of the Property to Grantor, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

(f) In the event that Grantor and Grantee have entered into a separate assignment of leases and rents, or similarly styled agreement, the terms of such agreement shall control in case any terms or provisions thereof may contradict with this Paragraph.

2.04 Performance by Grantee of Defaults by Grantor. If Grantor shall Default in the payment, performance or observance of any term, covenant or condition of this Security Deed, Grantee may, so long as such Default continues, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by Grantee in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by Grantor to Grantee with interest thereon at the default rate provided in the Note. Grantee shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Grantee is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Grantor or any person in possession holding under Grantor. Grantor expressly acknowledges and agrees, however, that notwithstanding anything contained in this Paragraph to the contrary, Grantee shall not be obligated under this Paragraph to incur any expense or to perform any act whatsoever.

2.05 Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Grantee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right without notice and without regard to the occupancy or value of any security for the indebtedness secured hereby or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Georgia. Grantor will pay to Grantee upon demand all expenses, including receiver's fees, attorney's fees, costs and

DRAFT

agent's compensation, incurred pursuant to the provisions of this Paragraph; and all such expenses shall be added to the indebtedness secured by this Security Deed.

2.06 Power of Sale and Enforcement.

(a) If an Event of Default shall have occurred and be continuing, Grantee, at its option, may sell the Property or any part thereof or any interest of Grantor therein separately, at Grantee's discretion with or without taking possession thereof, at public sale or sales before the door of the courthouse of the county in which the Property or any part of the Property is situated, to the highest bidder for cash, in order to pay the indebtednesses secured hereby and accrued interest thereon and insurance premiums, liens, assessments and taxes, if any, with accrued interest thereon, and all expenses of the sale and of all proceedings in connection therewith, including actual attorney's fees if collected by law or through an attorney-at-law, after advertising the time, place and terms of sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days between the first date the first such notice is published and the date on which any such sale commences) in a newspaper in which Sheriff's sales are advertised in said county. Such advertisement so published shall be notice to Grantor and Grantor hereby expressly waives all other notices except as provided herein. At any such public sale, Grantee may execute and deliver to the purchaser a conveyance of the Property or any part of the Property in fee simple, with full warranties of title and to this end, Grantor hereby constitutes and appoints Grantee the agent and attorney-in-fact of Grantor to make such sale and execute such conveyance, and thereby to divest Grantor of all right, title, interest or equity that Grantor may have in and to the Property, or the part or parcel thereof or the interest therein which is sold, and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of said agent and attorney-in-fact are hereby ratified and confirmed and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding upon Grantor. Grantee's conveyance may contain recitals as to the occurrence of any Event of Default under this Security Deed, and such recitals shall be presumptive evidence that all preliminary acts prerequisite to any such sale and conveyance were in all respects duly complied with. In the event of any sale under this Security Deed by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Property may be sold as an entirety or in separate parcels at one or more separate sales and in such manner or order as Grantee, in its sole discretion, may elect, and if Grantee so elects, Grantee may sell the personal property covered by this Security Deed at one or more separate sales in any manner permitted by the Uniform Commercial Code as enacted by the State of Georgia, and one or more exercises of the powers herein granted shall not extinguish nor exhaust such powers, until the entire Property is sold or the indebtedness secured hereby is paid in full. If the indebtedness secured hereby is now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Grantee may at its option exhaust the remedies granted under any of said security instruments either concurrently or independently, and in such order as Grantee may determine. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by death, bankruptcy, insolvency, incompetency, dissolution or otherwise, are granted as cumulative of the other remedies provided hereby or by law for collection of the indebtednesses secured hereby and shall not be exhausted by one exercise thereof but may be exercised until full payment of all indebtednesses secured hereby.

(b) If an Event of Default shall have occurred and be continuing, Grantee may, in addition to and not in abrogation of the rights covered under subparagraph (a) of this Paragraph, either with or without entry or taking possession as herein provided or otherwise, proceed by a suit or suits in law or in equity (including without limitation temporary and preliminary injunctive relief) or by any other appropriate proceeding or remedy (i) to enforce payment of the Note or the performance of any term, covenant, condition or agreement of this Security Deed or any other right, and (ii) to pursue any other remedy available to it, all as Grantee shall determine most effectual for such purposes.

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(c) Upon any foreclosure sale of all or any part of the Property, Grantee may bid for and purchase the Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price.

(d) In the event of a foreclosure sale of all or any part of the Property, the proceeds of said sale shall be applied, first, to the expenses of such sale and of all proceedings in connection therewith, including actual attorney's fees, then to insurance premiums, assessments, taxes and liens advanced by Grantee, to all other advances made by Grantee pursuant to this Security Deed, then to payment of the outstanding principal balance of the indebtedness secured hereby, then to the accrued interest on all of the foregoing, and finally the remainder, if any, shall be paid to Grantor or to any person or entity lawfully entitled thereto.

(e) In the event of any such foreclosure sale by Grantee, Grantor, if Grantor shall remain in possession, shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

(f) Grantee, at its option, is authorized to foreclose this Security Deed subject to the rights of any tenants of the Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Grantor, a defense to any proceedings instituted by Grantee to collect the indebtedness secured hereby.

2.07 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Grantor agrees to the full extent permitted by law, that in case of a Default on the part of Grantor hereunder, neither Grantor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, exemption (including homestead exemption) or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Security Deed, or the absolute sale of the Property, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Grantor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshaled upon any foreclosure of the lien hereof.

2.08 Discontinuance of Proceedings and Restoration of the Parties. In case Grantee shall have proceeded to enforce any right, power or remedy under this Security Deed or otherwise by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, then and in every such case Grantor and Grantee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Grantee shall continue as if no such proceeding had been taken.

2.09 Remedies Cumulative. All of the rights and remedies contained herein are cumulative of and in addition to, and not restrictive of or in lieu of, any right or remedy provided for in any other Loan Document or now or hereafter existing by statute, at law or in equity. Grantee may, at Grantee's election and at Grantee's sole discretion, exercise each and every such right and remedy concurrently or separately or in any combination and no act of Grantee shall be construed as an election to proceed under any one provision herein or under any of the other Loan Documents to the exclusion of any other provision provided for hereunder, in any of the other Loan Documents or now or hereafter existing by statute, at law or in equity.

2.10 No Waiver; Forbearance.

(a) No delay or omission of Grantee or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or

DRAFT

remedy or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every right, power and remedy given by this Security Deed to Grantee may be exercised from time to time and as often as may be deemed expedient by Grantee. No consent or waiver, expressed or implied, by Grantee to or of any breach or Default by Grantor in the performance of the obligations thereof hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Default in the performance of the same or any other obligations of Grantor hereunder. Failure on the part of Grantee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Grantee of its rights hereunder or impair any rights, powers or remedies consequent on any breach or Default by Grantor. This Security Deed shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness secured hereby or any part thereof.

(b) If Grantee (i) grants forbearance or an extension of time for the payment of any indebtedness secured hereby; (ii) takes other or additional security for the payment of any indebtedness secured hereby; (iii) waives or does not exercise any right granted herein or in the Note; (iv) releases any part of the Property from the lien of this Security Deed or otherwise changes any of the terms, covenants, conditions or agreements of the Note or this Security Deed; (v) consents to the filing of any map, plat or replat affecting the Property; (vi) consents to the granting of any easement or other right affecting the Property; or (vii) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, this Security Deed or any other obligation of Grantor or any subsequent purchaser of the Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude Grantee from exercising any right, power or privilege herein granted or intended to be granted in the event of any Default then made or of any subsequent Default; nor, except as otherwise expressly provided in an instrument or instruments executed by Grantee, shall the lien of this Security Deed be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, Grantee, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Property or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings of Grantor.

Grantor acknowledges that the provisions of this Paragraph have been fully discussed by the parties; that no party has represented to any other party that the provisions of this Paragraph will not be fully enforced in all circumstances; that Grantor had the opportunity to be advised by legal counsel in the negotiation of this Paragraph; and that Grantor bargained at arm's length, in good faith, and without coercion or duress.

2.11 Suits to Protect the Property. Grantee shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Property by any acts which may be unlawful or in violation of this Security Deed, (b) to preserve or protect its interest in the Property and in the rents, issues, profits and revenues arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Grantee.

2.12 Grantee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Grantor, its creditors or its property, Grantee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Grantee allowed in such proceedings for the entire amount due and payable by Grantor under this Security Deed at the date of the

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institution of such proceedings and for any additional amount which may become due and payable by Grantor hereunder after such date.

2.13 WAIVER OF GRANTOR'S RIGHTS. BY EXECUTION OF THIS SECURITY DEED, GRANTOR EXPRESSLY: (A) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE INDEBTEDNESS EVIDENCED BY THE NOTE AND THE POWER OF ATTORNEY GIVEN HEREIN TO GRANTEE TO SELL THE PROPERTY BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY DEED; (B) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE CONSTITUTION OF THE STATE OF GEORGIA, THE CONSTITUTION OF THE UNITED STATES OF AMERICA (INCLUDING WITHOUT LIMITATION THE FIFTH AND FOURTEENTH AMENDMENTS THEREOF), THE CONSTITUTIONS FOR THE SEVERAL STATES OR BY REASON OF ANY OTHER APPLICABLE LAW, TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY GRANTEE OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO GRANTEE, EXCEPT SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE PROVIDED IN THIS SECURITY DEED AND WAIVES GRANTOR'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE UNDER POWER DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS SECURITY DEED ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT PRIOR NOTICE OR JUDICIAL HEARING OR BOTH; (C) ACKNOWLEDGES THAT GRANTOR HAS READ THIS SECURITY DEED AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF THIS SECURITY DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS SECURITY DEED; (D) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED FOR LOAN TRANSACTION AND GRANTOR'S EXECUTION OF THIS SECURITY DEED SHALL BE CONCLUSIVE EVIDENCE THEREOF; AND (E) ACKNOWLEDGES THAT THIS SECURITY DEED IS VALID AND ENFORCEABLE BY GRANTEE AGAINST GRANTOR IN ACCORDANCE WITH ALL THE TERMS AND CONDITIONS HEREOF.

ARTICLE 3
ADDITIONAL PROVISIONS

3.01 Non-Residential Status of Property. Grantor represents and warrants to Grantee that neither all of the Property nor any part thereof is to be used as a dwelling place by Grantor at the time of execution of this Security Deed.

3.02 Commercial Transaction. The interest of Grantee under this Security Deed and the liability and obligation of Grantor for the payment of the indebtedness secured hereby arise from a "commercial transaction" within the meaning of O.C.G.A. §44-14-260(l). Accordingly, pursuant to O.C.G.A. §44-14-263, Grantor waives any and all rights which Grantor may have to notice prior to seizure by Grantee of any interest in personal property of Grantor which constitutes part of the Property, whether such seizure is by writ of possession or otherwise.

3.03 Replacement of Note. Upon receipt of evidence of the loss, theft, destruction or mutilation of the Note, and in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory to Grantor or, in the case of any such mutilation, upon surrender of the Note, Grantor shall sign in lieu thereof a new note, dated the date to which interest has been paid on the lost, stolen, destroyed or mutilated Note and otherwise of like tenor, with appropriate variations.

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3.04 Claims Against Grantee. No action at law or in equity shall be commenced, or allegation made, or defense raised, by Grantor against Grantee for any claim under or related to this Security Deed, the Note or any other instrument, document, transfer, conveyance, assignment or loan agreement given by Grantor with respect to the indebtedness secured hereby, or related to the conduct of the parties thereunder, unless written notice of such claim, expressly setting forth the particulars of the claim alleged by Grantor, shall have been given to Grantee within sixty (60) days from and after the initial awareness of Grantor of the event, omission or circumstances forming the basis of Grantor for such claim. Any failure by Grantor to timely provide such written notice to Grantee shall constitute a waiver by Grantor of such claim.

3.05 Perpetual Security Interest. Grantor and Grantee herein intend by this conveyance to establish a perpetual or indefinite security interest in the real property conveyed herein, with this statement being made pursuant to the provisions of O.C.G.A. Section 44-14-80.

3.06 Right of Inspection and Entry. Grantor hereby authorizes Grantee or its representative, agent or independent contractor to enter on and upon the Land and any Improvements now or hereafter located thereon, or any part thereof, at any time and from time to time, subject to rights of any Tenant pursuant to a Lease (i) for the purpose of making such audits, tests, inspections, examinations and environmental inspections, including subsurface exploration and testing, as the Grantee, in its discretion, deems necessary, convenient, or proper to determine whether the ownership, use, and operation of the Property and the conduct of the activities engaged in thereon are in compliance with this Security Deed and all federal, state, and local laws, environmental laws, rules, and regulations; and (ii) for the purpose of performing any of the acts Grantee is authorized to perform under the terms of this Security Deed. Grantee agrees, at its sole cost and expense, to repair and restore any damage or disturbance which Grantee or Grantee's Representatives shall cause to the Property to substantially the same condition as existed prior to such inspection or testing,

The Grantee or its representative, agent or independent contractor, may interview Grantor and any or all of Grantor's agents and employees regarding environmental matters, including any consultants or experts retained by Grantor, all of whom are directed to discuss environmental issues fully and openly with the Grantee or its representative, agent or independent contractor and to provide such information as may be requested in writing. All of the costs and expenses incurred by the Grantee with respect to the audits, tests, inspections, and examinations which the Grantee may conduct, including the fees of the engineers, laboratories, and contractors, shall be paid by Grantee.

3.07 Limit of Validity. If from any circumstances whatsoever fulfillment of any provision of this Security Deed, the Note or any other Loan Document, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Security Deed, the Note or any other Loan Document that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this Paragraph shall control every other provision of this Security Deed, the Note or any other Loan Document.

3.08 Successors and Assigns, etc. This Security Deed shall inure to the benefit of and be binding upon Grantor and Grantee and their respective legal representatives, successors and assigns. Whenever a reference is made in this Security Deed to Grantor or Grantee such reference shall be deemed to include a reference to the legal representatives, successors and assigns of Grantor or Grantee, whether so expressed or not. This Security Deed is, subject to prior notice to Grantor, assignable by Grantee and any assignment hereof by Grantee shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Grantee. If Grantor signs this Security Deed but does not sign an evidence of the indebtedness

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secured hereby, Grantor does so only to convey Grantor's interest in the Property to secure payment of the indebtedness secured hereby. If this Security Deed secures a guaranty between Grantor and Grantee or any party indebted to Grantee, Grantor agrees to waive any rights that may prevent Grantee from bringing any action or claim against Grantor or any other party obligated to Grantee to pay the indebtedness secured hereby.

3.09 Terminology. All personal pronouns used in this Security Deed whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Security Deed itself, and all references herein to Articles, Paragraphs or subparagraphs thereof, shall refer to the corresponding Articles, Paragraphs or subparagraphs thereof, of this Security Deed unless specific reference is made to such Articles, Paragraphs or subparagraphs thereof of another document or instrument.

3.10 Severability. Whenever possible, each provision and application of this Security Deed shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Security Deed or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, such provision or application shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or application, and the remainder of this Security Deed and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.11 Applicable Law and Construction. This Security Deed shall be interpreted, construed and enforced according to the laws of the State of Georgia. Grantor acknowledges that it has read, understands, and had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, restrictions, and effect of all of the provisions of this Security Deed and every document referred to herein, all of which are incorporated herein by reference and made a part hereof, and Grantor agrees to the enforcement of any and all of these provisions and affixes its hand and seal hereto with full knowledge of same. Should any provision of this Security Deed require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same. Grantor waives application of the legal principle that an instrument is to be construed against the person drafting it.

3.12 Joint and Several Liability; Time. All covenants, warranties, agreements and obligations of Grantor within this Security Deed are joint and several. Time is and shall be the essence of this Security Deed and the covenants, warranties, agreements and obligations of Grantor.

3.13 Notices, Demands and Requests. All notices, elections, demands or requests and responses thereto provided for or permitted to be given pursuant to this Security Deed must be in writing and shall be deemed to have been properly given or served if delivered personally, by recognized overnight courier service or by depositing in the United States Mail, postpaid and registered or certified return receipt requested, and addressed to the recipient at the addresses set forth on the first page of this Security Deed. The effective date of such notice, etc. shall be the sooner to occur of the date of actual receipt, regardless of the method of delivery, or the date which is two (2) business days after the date on which the notice is postmarked by the United States Postal Service. Delivery to a party or to any officer, partner, agent or employee of such party at the designated address shall constitute effective delivery for purposes hereof. Rejection or other refusal to claim or accept or inability to deliver because of changed address of which no notice was given as prescribed herein shall not affect the effective date of any such notice, election or demand sent as aforesaid. By giving at least thirty (30) days written notice thereof, Grantor or Grantee shall have the right from time to time and at any time during the term of this Security Deed to change their respective addresses and each shall have the right to specify as its address any other address within the

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United States of America.

Grantor and Grantee hereby acknowledge that all terms and provisions as set forth in that certain 2026 Intergovernmental Agreement ("IGA") concerning the property are incorporated herein by reference thereto.

IN WITNESS WHEREOF, Grantor has executed this Security Deed under seal as of the day and year first above written.

Signed, sealed and delivered as to Grantor:

_____
Witness

_____
Notary Public
My commission expires: _____

[NOTARY SEAL]

GRANTOR:

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS, GEORGIA

By:_____(SEAL)
James Eyre, Chairman

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EXHIBIT “A”
Legal Description of Property

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

AGENDA REPORT

To: Mayor and Council

From: William J. Diehl, Thompson, O'Brien, Kappler & Nasuti, PC

Meeting Date: January 5, 2026 – Regular Council Meeting (RCM)

Item No.: 2025-412

Title: Intergovernmental Agreement with the Downtown Development Authority regarding 80 and 94 Wingo Street.

CC: Eric Johnson, City Manager

Recommendation
Motion to approve Intergovernmental Agreement with Downtown Development Authority concerning the allocation of net proceeds and subdivision of properties located at 80 and 94 Wingo Street.

Background
The Downtown Development Authority (DDA) purchased two properties located on Wingo Street, 80 and 94 Wingo Street (PINs: R6254 193 & R6254 192, respectively). The DDA's acquisition was funded by a DDA general revenue bond made in association with an intergovernmental agreement with the City.

This IGA is proposed for two primary purposes: (i) to allow for the development and construction of parking facilities in the rear yard of the Wingo Street Parcels, and (ii) to allocate future interests and revenues associated with the DDA's disposition of the Parcels. First, the IGA provides the City with an easement allowing it to design, construct, and maintain parking facilities on the Wingo Street parcels, more particularly on the rear portions of the properties as they are adjacent to City Hall. This will provide the DDA and the City with certainty as parcels are assembled and designs finalized to expand parking opportunities in the City's downtown. A parking easement will be recorded to perfect the City's right to develop the property and for the public use of the property for parking. The easement is intended to be a short-term solution. The City enjoys the option to subsequently purchase the developed parking area for fair market value, as discussed in more detail below.

The IGA also provides for the parties' allocation of future interests in the Wingo Street properties, including the parking area. This allocation is based on each party's contribution to the bond payments over the course of the loan. A capital account will be maintained accounting for each party's payment of the bond obligations. Each party will be entitled to equity in the net proceeds based on its contributions to these obligations.

To execute its option to purchase the parking area at fair market value, the City has the right to use its contributions to the capital account. In doing so, the City's contribution to the capital account will be reduced on a dollar-for-dollar basis.

Total Bond Payments (both parties):	$700,000
City Contribution:	$500,000
DDA Contribution:	$200,000
FMV of Parking Area and Offset:	$300,000
Adjusted City Contribution (City Contribution – Offset):	$200,000
DDA Contribution (same):	$200,000

Under the example above, the City uses $300,000 its total bond servicing contribution ($500,000) to acquire the parking area. The City's adjusted contribution is, thus, $200,000 ($500,000 - $300,000). The DDA's remains the same. Accordingly, if the remaining portion of the Wingo Street properties were sold at that time, the DDA and the City's capital contributions are equal, and each would equally share in any net revenue realized.

Financial Impact
The IGA has no immediate financial impact. The City and DDA's obligations under the Bond remain the same as currently provided. This provision applies only to the distribution and allocation of future interests and current development rights.

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

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

Attachments
Intergovernmental Agreement
Parking Easement

INTERGOVERNMENTAL
AGREEMENT FOR THE DESIGN, DEVELOPMENT,
MANAGEMENT, AND CONTROL OF CERTAIN PROPERTY
FOR THE PURPOSE OF PROVIDING PUBLIC PARKING FACILITIES

This Agreement (the "**Agreement**") is made and entered into this _____ day of _____, 2025 by and between the City of Norcross, a political subdivision of the State of Georgia, (hereinafter referred to as "**City**") and the Downtown Development Authority of Norcross, Georgia (hereinafter referred to as "**DDA**").

W I T N E S S E T H:

WHEREAS, the City is a political subdivision of the State of Georgia and the DDA is a public body corporate and politic created pursuant to the provisions of O.C.G.A. § 36-42-1, et seq.; and

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

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

WHEREAS, the DDA is authorized pursuant to O.C.G.A. § 36-42-8(a)(5) to finance (by loan, grant, lease, or otherwise), refinance, construct, erect, assemble, purchase, acquire, own, repair, remodel, renovate, rehabilitate, modify, maintain, extend, improve, install, sell, equip, expand, add to, operate, or manage projects, as that term is defined by O.C.G.A. § 36-42-3(6); and

WHEREAS, the DDA issued bonds in the amount of one million, four hundred sixty-five thousand dollars ($1,465,000.00), the same being commonly known as the Downtown Development Authority of the City of Norcross Taxable Revenue Bond (Wingo Street Project) Series 2024 (the "**Bond**"); and

WHEREAS, the City and the DDA entered into an intergovernmental contract concerning the securitization and revenue sources for the Bond's payment on or about December 1, 2024 (the "**Bond IGA**") whereby the City and the DDA agreed to provide certain assurances of City and DDA revenues toward the servicing of debt and other obligations arising from the Bond; and

WHEREAS, the DDA owns and controls the real property and improvements thereon located at 80 & 94 Wingo Street, Norcross, Georgia 30071, Gwinnett County Tax Parcel No. 6254 193 & 6254 192, which are described in Exhibit A which is attached hereto and incorporated by reference (hereinafter the "**Wingo Parcels**"); and

WHEREAS, the City and the DDA desire to develop and expand certain public parking

facilities to service the City's historic downtown including its merchants, public facilities, events and other activities within the downtown district; and

WHEREAS, the City desires that a portion of the Wingo Parcels be used as a part of the City's parking expansion within the City's downtown; and

WHEREAS, the City's development of a portion of the Wingo Parcels for parking provides the DDA a benefit and the City's contribution to the Bond obligations provides the DDA with monetary benefits and the parties agree that such contributions inure to the benefit of each of the parties; and

NOW THEREFORE, for ten dollars ($10.00) and in consideration of the mutual promises, covenants and undertaking set forth herein, and detailed in the aforesaid recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the City and the DDA do agree as follows:

1. **Purpose and Statutory Authority**. This Joint Venture IGA is entered into for the purpose of developing parking facilities to promote the revitalization and redevelopment of the City of Norcross's central business district and for all other purposes set forth in the Downtown Development Authorities Law, O.C.G.A. § 36-42-1 et seq.

2. **Parking Easement**. Subject to the reservation of parking spaces provided below, the City and the DDA agree that a 0.44 acre portion of the Wingo Parcels, defined as the "Parking Area" *infra*, may be developed, occupied, and maintained by the City and the rights thereto memorialized in a parking easement in the form provided as **Exhibit 1** (the "**Parking Easement**") and be subject to the provisions provided herein.

a. Parking Area. The term "**Parking Area**" herein shall refer to the 0.44acre area within the Wingo Parcels as defined and detailed in the attached **Exhibit 2**.

b. Design of Parking Facilities. The City shall, subject to review and reasonable approval by the DDA, have the authority and discretion to design and engineer parking and access facilities within the Parking Area, provided that the design shall not intrude upon the existing buildings and the use thereof nor be engineered in such a manner that may compromise the foundations or utilities servicing existing buildings on the parcels. The City and the DDA acknowledge that the improvements provided for in the attached **Exhibit 3** are contemplated and that the City's use of these parcels for parking and access as detailed therein would be acceptable in concept and scope even if subject to final engineering. The attached plan is only conceptual in nature, and the parties acknowledge that the City is not precluded from re-designing the facility provided that the design meets the requirements of this Agreement and the Parking Easement.

c. Construction. The City shall bear all costs, management, insurance obligations, and liabilities for construction of the parking and access facilities on the Wingo Parcels. All insurance requirements shall comply with the provisions within the Parking Easement.

d. **Fifty-year Easement for Providing Public Parking.** The City shall be granted an irrevocable easement for a term of fifty (50) years to use the Parking Area for public parking and access facilities in the form and subject to the terms provided in the Parking Easement. The parking may be incorporated within larger construction plans through an assemblage of City owned or other property and that inter-parcel access will be provided through this construction and development. The City shall be the title owner of all improvements made on, or personal property placed upon the parcels. Upon expiration of the easement, the title to all improvements made on and fixtures placed upon the parcels shall transfer to the DDA or the then title owner of Parking Area.

e. **Maintenance Obligations of City.** The City shall keep the parking and access facilities reasonably clean and accessible during regular hours except where the facilities are used for temporary public events. The City shall keep the parcels in good repair and safe for the public, including, but not limited to maintenance, replacement, painting, landscaping, snow removal, utilities, rubbish removal, supplies, sales or use taxes or services, and all other expenses associated with the management of the Parking Area in the City's sole, but reasonable, discretion.

f. **Reservation of Parking Units.** Within the Parking Area, the City shall provide at least twelve (12) spaces for users of the Wingo Parcels (the "**Wingo Spaces**"), provided that no particular spaces shall be marked or preserved for exclusive use by users of the Wingo Parcels. Users of the Wingo Parcels shall have no right to exclude the public or others from any particular parking space within the parking area. It is contemplated, however, that the Wingo Spaces shall be treated and addressed as a part of an off-street parking agreement as provided in Norcross Code of Ordinance § 203-6 and that users of the Wingo Parcels shall be jointly and severally given twelve (12) parking-space credits for use in complying with the parking requirements of Norcross Code of Ordinance. The City acknowledges and agrees that the twelve (12) parking spaces are sufficient to meet the parking requirements of the Norcross Code of Ordinances. The Wingo Spaces and the benefits of the off-street parking agreement shall inure to the DDA and its transferees for fifty (50) years from the date of this agreement.

3. Maintenance of Capital Account. The Bond and the Bond IGA provide for the joint obligations between City and the DDA including but not limited the obligation to fund the Sinking Fund (as that term is defined and referred to in Section 4 of the Bond IGA). For the purposes of this Agreement and those obligations and benefits provided herein, contributions to the Sinking Fund shall be accounted for in a City maintained Capital Account (the "**Capital Account**"). Contributions to the Sinking Fund shall be made in accordance with the Bond and Bond IGA and shall be separately memorialized in a ledger accordingly:

a. **DDA Contributions:** In accordance with the Bond IGA, the DDA shall contribute all earnings attributable to its operations and leasing of the Wingo Parcels to the Sinking Fund (the "DDA Capital Contributions"). The term "earnings" as used in this subsection shall refer to net funds retained by the DDA from the leasing or any

other revenue attributable to the DDA's operation of the Wingo Parcels less any operational expenses incurred in the DDA's operation of the Wingo Parcels, to include without limitation the costs of maintenance, repairs, and insurance. The Capital Account's ledger shall be noted with the amount of each DDA Capital Contribution. The City reserves all rights to contribution available to it by law or equity in the event that the DDA fails to contribute all earnings to the Sinking Fund.

b. City Contributions: In accordance with the Bond IGA, the City shall contribute such capital necessary to fully fund the Bond's Contract Payments as they come due after the DDA Capital Contribution to the sinking fund. Each such contribution and any other lump-sum contribution made at any time during the duration of the Bond shall be recorded in the Capital Account as a City contribution (collectively, "City Capital Contributions"). The Capital Account's ledger shall be noted with the amount of each City Capital Contribution.

c. Maintenance of the Capital Account. The Capital Account shall be maintained by the City and shall show net contributions prior to each Contract Payment and the total of The DDA and City Capital Contributions. The City, through the City Manager, shall provide the DDA with a copy of the ledger within thirty (30) days of each Contract Payment made pursuant to the Bond. Upon receiving the City's calculation of the Capital Account, the DDA shall have thirty (30) business days to dispute any calculation.

d. No Modification of the Bond IGA. Nothing in this Agreement shall modify, rescind, or abridge any right or obligation provided in the Bond IGA. Rather, this Agreement is intended to provide for subsequent uses and distributions for the satisfaction of the Bond and its obligations. To the extent that any provision of this Agreement conflicts with the Bond IGA, the Bond IGA shall govern and supersede any provision in this Agreement.

4. **Option to Purchase Parking Area and Subdivide the Wingo Parcels.** The City shall have the option to purchase the Parking Area at fair market value determined and agreed upon by the parties. The City's option may be enforced at any time upon serving notice of intent to enforce option to the DDA's chairman or secretary. Upon serving such notice, closing for the City's acquisition shall occur within sixty (60) days after the City's completion of an Exemption Plat for the Wingo Properties to provide a separate parcel for each of the Parking Area and the remaining Wingo Parcels containing the structures. The purchase price may be determined by the parties upon mutual agreement or shall be subject to the calculation provided below if mutual agreement cannot be reached.

a. Determination of Purchase Price Without Consent. In the event that the parties cannot agree upon a Fair Market Value, the City and the DDA shall each retain the services of their own licensed real estate appraiser in good standing with the Georgia Real Estate Commission & Appraisers Board to appraise the Parking Area and provide an estimate of fair market value. Such appraisal shall have been rendered and completed within ninety (90) days of its presentment. The average of

each appraisal shall deemed the purchase price and the City shall have the option to enforce the option or withdraw its enforcement within seven (7) days of the purchase price calculation.

b. Closing Costs. All recording, settlement, escrow, document-preparation, closing attorney costs, and other similar and reasonable costs incurred in the contemplation and ordinary course of the real estate transaction shall be paid by the City. Provided however, that each party shall be responsible for their own attorneys' fees.

c. Credits to Purchase Price Based on City Capital Contributions. Any and all City Capital Contributions shall be credited at their full value toward the Purchase Price as if paid in cash at closing as a buyer cash contribution to the same. Thereafter, the Capital Account shall be adjusted to reduce the City Capital Contributions by the amount the City's contribution to the purchase price. Notwithstanding anything to the contrary contained in this Agreement, the City's election to exercise its option as set forth herein shall not affect the City's continuing duty to make the City Capital Contributions for the duration of the Bond (including any refinancing or defeasement thereof).

5. **Liquidation of Wingo Parcels and Settlement of the Capital Account**. Upon the liquidation of any one or all of the Wingo Parcels (which may occur at the time of or after the subdivision of the Parking Area as provided by Subsection 4 of this Agreement), it is the promise between the parties that net proceeds from that sale shall be divided among the City and the DDA in proportion with their capital contributions as provided below:

a. Determination of Sales Price. After providing at least thirty (30) days' notice to the City, the DDA may market the Wingo Parcels individually or collectively for sale to one or more buyers at a disclosed listing price. The listing price (the "**Listing Price**") shall be an amount mutually agreeable to the City and DDA. In the event that consensus cannot be reached by the parties, each party may obtain a broker's opinion of value and the average of the opinions for each property subject to sale shall be deemed the Listing Price. The Listing Price shall serve as the initial market value of the Wingo Parcels and the DDA may accept any offer within 90% of the Listing Price without further consents from the City. Any offer below 90% of the Listing Price must be approved by the City.

b. The City's Option to Purchase the Parking Area. The City's option to purchase the Parking Area pursuant to Section 4 of this Agreement, if unenforced at the time of listing, shall remain enforceable notwithstanding the listing of the Wingo Parcels. The DDA shall not market the Parking Area for sale and a subdivision of the Parking Area must occur before consummation of a sale of any of the Wingo Parcels.

c. The DDA's obligation to Sell the Wingo Parcels. Ten (10) years after the execution of this Agreement, the DDA shall list the Wingo Parcels for sale as provided for in subsection 5.a. and must accept any responsible offer meeting the

Listing Price. Any such obligation for the DDA to list the Wingo Parcels may be extended for a period of twenty-four (24) months with the City's consent.

d. Distribution of Net Proceeds. At closing, all net proceeds of any one or all of the Wingo Parcels shall be distributed in direct proportion to the percentage of the City and DDA Capital Contributions to the total Capital Account contributions. Net proceeds, as used in this subsection, shall mean those proceeds after all remaining indebtedness on the Property is paid, the Bond is paid, brokerage fees (not exceeding 10%), reasonable closing costs, and other necessary transaction costs are paid from the gross sale price.

6. **Full and Lawful Execution.** This Agreement is not binding upon either party until approved in a lawfully noticed and held public meeting and executed by the appropriate official.

7. **Notice.** Any notice, request, demand, instruction or other communication (a "Notice") to be given to any party with respect to this Agreement may be given either by the party or its counsel and shall be deemed to have been properly sent and given when delivered by certified mail, return receipt requested, or by reputable overnight delivery service. If sent by certified mail, a Notice shall be deemed to have been sent and given when properly deposited with the United States Postal Service with the proper address and postage paid therewith, and shall be deemed to have been received on the third (3rd) Business Day following the date of such deposit, whether or not actually received by addressee. If sent by overnight courier service, a Notice shall be deemed to have been sent and given when delivered to said courier service with the proper address and delivery charges either prepaid, and shall be deemed to have been received when actually delivered to the address specified in, or pursuant to, this section. The addresses to which Notices shall be sent are:

If to the City: City of Norcross, Georgia
ATTN: City Manager
65 Lawrenceville Street
Norcross, Georgia 30071

With copy to: William J. Diehl
Thompson, O'Brien, Kappler & Nasuti, PC
2 Sun Court, Suite 400
Peachtree Corners, Georgia 30092

If to DDA: City of Norcross, Georgia
ATTN: DDA Chairman
65 Lawrenceville Street
Norcross, Georgia 30071

With copy to: Brian T. Easley
Mahaffey Pickens Tucker, LLP
1550 North Brown Road
Suite 125
Lawrenceville, Georgia 30043

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

[Executions on Following Page]

CITY OF NORCROSS By: _____ Its: Mayor	**DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS, GEORGIA** By: _____ Its: Chairman

80 Wingo Legal Description

SURVEY LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 254 of the 6th District, Gwinnett County, Georgia, City of Norcross, and being more particularly described as follows:

BEGINNING at a Point at the intersection of the Northeastern variable right of way of Jones Street and the Southeastern 200' right of way of Norfolk Southern Railway (F.K.A. Southern Railroad)(F.K.A. Georgia Air Line Railroad) (said Point also being located on the Southeastern side of Wingo Street), thence along said right of way of Norfolk Southern Railway North 28 Degrees 55 Minutes 20 Seconds East a distance of 105.05 feet to a Point, thence continuing along said right of way North 31 Degrees 04 Minutes 04 Seconds East a distance of 145.03 feet to a 1/2" Rebar Found (Capped), thence continuing along said right of way with a curve turning to the right an arc distance of 50.00 feet, said arc having a radius of 2832.80 feet, a chord bearing of North 32 Degrees 31 Minutes 42 Seconds East, and a chord length of 50.00 feet to a 1/2" Rebar Set at Grid North Georgia West Zone Coordinates: Northing:1434395.651 Easting:2282666.931 and the POINT OF BEGINNING, thence continuing along said right of way with a curve turning to the right an arc distance of 82.65 feet, said arc having a radius of 2832.80 feet, a chord bearing of North 33 Degrees 52 Minutes 11 Seconds East, and a chord length of 82.65 feet to a 1/2" Rebar Set, thence leaving said right of way South 55 Degrees 30 Minutes 50 Seconds East a distance of 200.86 feet to a 1/2" Open Top Pipe Found, thence South 34 Degrees 56 Minutes 00 Seconds West a distance of 83.29 feet to a 1/2" Rebar Found (Capped), thence North 55 Degrees 13 Minutes 17 Seconds West a distance of 58.95 feet to a 1/2" Open Top Pipe Found (Bent), thence North 55 Degrees 22 Minutes 22 Seconds West a distance of 140.37 feet to the POINT OF BEGINNING.

Having an area of 16,606 Sq. Ft., 0.381 Acres, as shown and described on ALTA/NSPS Survey by Georgia Land Surveying Co., bearing the seal and certification of Josh L. Lewis IV, Georgia Registered Land Surveyor No. 3028, and being referenced as Job Number 205233.

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Having an area of 14,765 Sq. Ft., 0.339 Acres, as shown and described on ALTA/NSPS Survey by Georgia Land Surveying Co., bearing the seal and certification of Josh L. Lewis IV, Georgia Registered Land Surveyor No. 3028, and being referenced as Job Number 205234.

INTERGOVERNMENTAL
AGREEMENT FOR THE DESIGN, DEVELOPMENT,
MANAGEMENT, AND CONTROL OF CERTAIN PROPERTY
FOR THE PURPOSE OF PROVIDING PUBLIC PARKING FACILITIES

—Index of Exhibits to the IGA—

Exhibit No.	Description	Page No.
1.	Parking Easement	12
2.	Survey and Legal Description of Parking Area	13
3.	Concept of Parking Development	14

EXHIBIT 1
PARKING AREA

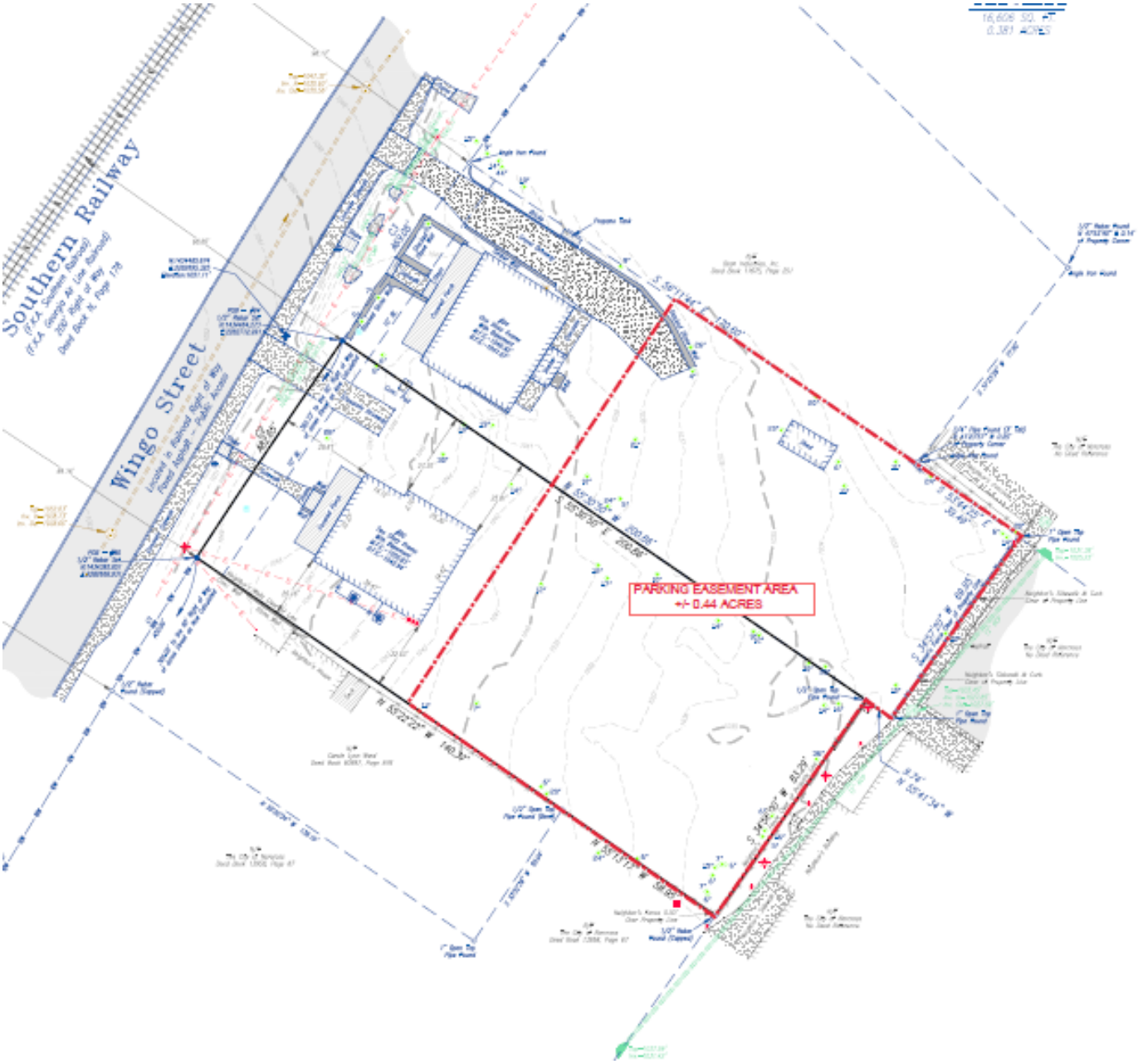
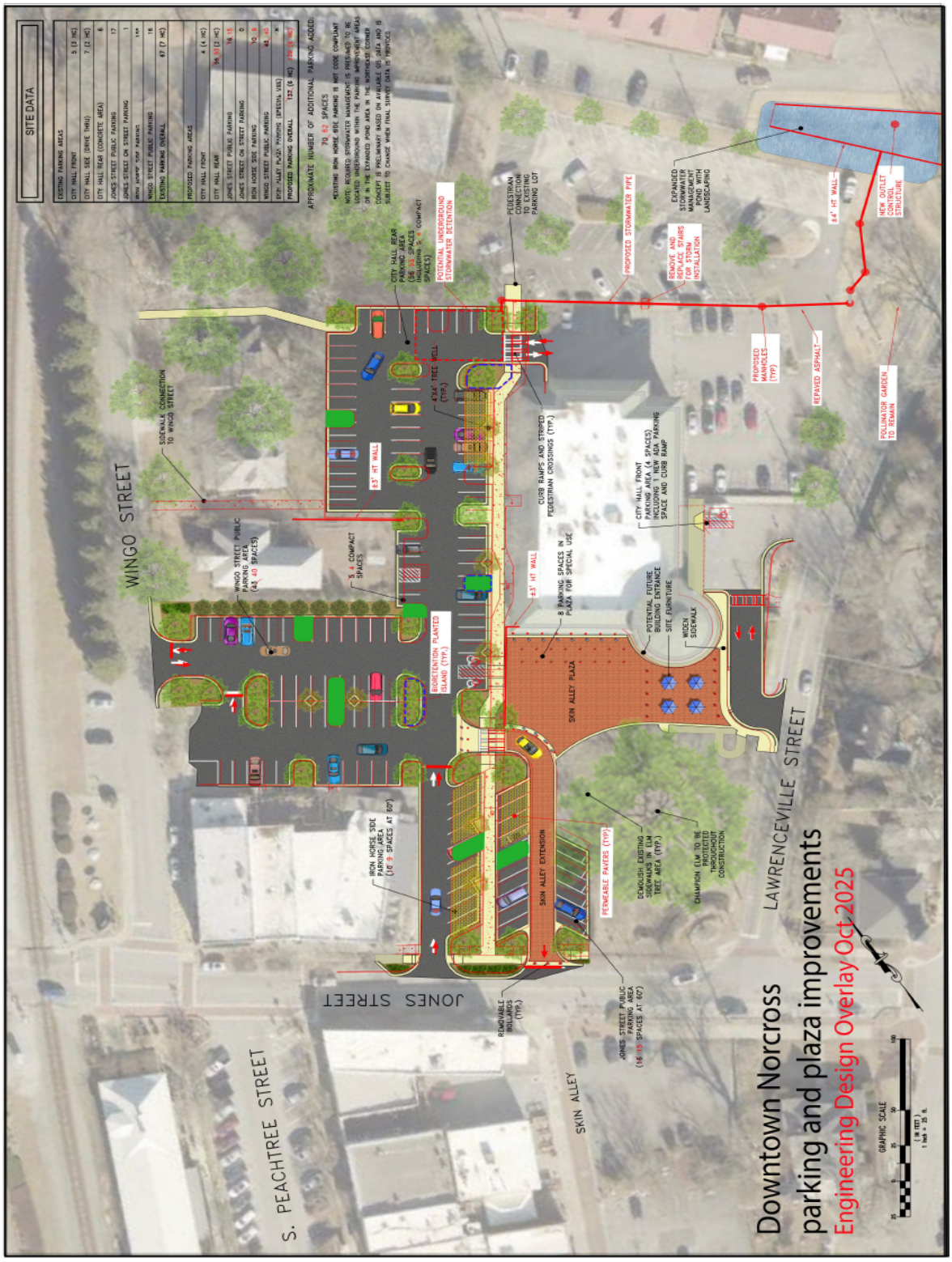


EXHIBIT 2
PARKING AREA LEGAL

EXHIBIT 3
PARKING CONCEPT



PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT (the "PEA") is made as of this _____ day of _____, 2026 by the Downtown Development Authority of Norcross (the "**DDA**") and the City of Norcross, Georgia (the "City") a Georgia municipal corporation (the "**City**") (collectively, the "**Parties**").

RECITALS

WHEREAS, DDA owns and controls the real property and improvements thereon located at 80 & 94 Wingo Street, Norcross, Georgia 30071, Gwinnett County Tax Parcel No. 6254 193 & 6254 192, which are described in Exhibit A which is attached hereto and incorporated by reference (hereinafter the "**Wingo Parcels**") and which contains approximately 0.72 acres; and

WHEREAS, the City owns adjoining parcels with the potential to connectivity to portions of the Wingo Parcels, particularly access to the rear of each lot; and

WHEREAS, the Parties desire to create certain easements and restrictions upon the Wingo Parcels as hereinafter provided to expanding public parking facilities within the City and its downtown district; and

WHEREAS the Parties desire that a 0.44 acre portion of the Wingo Parcels may be developed, occupied, and maintained by the City to expand such facilities as detailed in the attached Exhibit 1 (the "**Parking Area**").

NOW, THEREFORE, in consideration of the mutual rights and privileges granted herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions.

For purposes of this PEA, the following definitions will apply:

(a) The phrase "Access Points" shall mean any adjoining areas of development of parking facilities between the Wingo Parcels and the adjoining city owned parcels which provide access to, from, or through the Parking Area to surrounding public roads and other public infrastructure.

(b) The phrase "Drive Aisles" shall mean the drive aisles and other paved areas (other than sidewalks and parking spaces) which serve the Parcels.

(c) The term "Owner" shall mean each and every person, firm, entity, political subdivision, authority, or corporation owning any portion of the Parcels. The term "Owner" shall include the successors, assigns, heirs and legal representatives of an Owner. The term "Owner" shall not mean or refer to a holder of a mortgage, deed of trust, security

agreement, lien or other encumbrance on the Parcels or any portion thereof, or the holder's successors and assigns, unless the holder has been appointed as a receiver or has acquired fee simple title pursuant to foreclosure proceedings or by deed in lieu of foreclosure.

(d) The term "User" shall mean an Owner, a tenant, the general public, subtenant or occupant of an Owner, or any employee, agent, business licensee, customer, contractor or invitee of an Owner or of any such tenant, subtenant or occupant.

(e) The word "in" with respect to an easement granted "in" a particular Parcel means, as the context may require, "in", "to", "on", "over", "through", "upon", "across", and "under" or any one or more of the foregoing.

(f) The phrase "Dominant Estate" shall refer to the real estate commonly known as Norcross City Hall, 65 Lawrenceville Street, Norcross, Georgia (Parcel Identification Number R6254 196).

(g) The term "Utilities" shall include, but not limited to, water, gas, electricity, telephone, storm and sanitary sewers, septic systems and storm water retention and drainage facilities, that provide proper service for the improvements built or to be built on the Parking Area and shall also include the non-exclusive rights and easements to utilize any such facilities currently in existence or thereafter installed upon or serving the Parking Area, including any storm water drainage and detention facilities.

(h) The grant of an easement by an Owner shall bind and burden the Parcel of such Owner, which shall, for the purpose of this PEA, be deemed to be the servient estate (provided that if only a portion of a Parcel is bound and burdened by the easement, only that portion shall be deemed to be the servient estate).

(i) The grant of an easement to an Owner shall benefit the Parcel owned by such Owner, as an appurtenance thereto, which shall, for the purpose of this PEA, be deemed to be the dominant estate (provided that if only a portion of a Parcel is so benefited, only that portion shall be deemed to be the dominant estate).

(j) Unless provided otherwise, all easements granted herein are nonexclusive in common with all Users and irrevocable, and the Owners reserve and retain the right to convey similar easements to such other parties as the Owners may deem proper so long as such easements do not burden or otherwise affect any other Owner's Parcel or interfere with the easements granted hereunder.

All easements granted hereunder shall exist by virtue of this PEA, without necessity of confirmation by any other document. However, upon the request of an Owner, the other Owner (or Owners) will sign and acknowledge a document memorializing the existence or specific as-built location of any easement, provided the form and substance of the document is reasonably acceptable to said Owner.

ARTICLE 2
EASEMENTS

Section 2.1 Easements for Vehicular and Pedestrian Access.

(a) Grant of Easements for Vehicular and Pedestrian Access. The DDA hereby gives, grants and conveys to the City for the benefit of the Dominant Estate and for the public the non-exclusive, right, privilege, and easement in common with all other Users, of pedestrian and vehicular ingress, egress, and regress, in and over the Access Points,Drive Aisles, and parking spaces located upon the Parking Area. The easement shall inure to the City's successors, assigns and successors in title, for their and their Users' general use, convenience, and benefit,

(b) Maintenance. The City shall, at its sole expense, operate, insure, maintain, clean and repair the Parking Area and keep the same in good condition and repair (replacing all improvements located thereon as necessary) and in a safe, clean and sanitary condition, free and clear of rubbish, debris, or other hazards, and free and clear of snow and ice.

(c) Obstructions. No fence, structure, or other permanent obstruction of any kind shall be placed, kept, permitted, or maintained on any portion of the Access Points or Drive Aisles nor around any portion of the Wingo Parcels that would restrict access to the Parking Area.

(d) Insurance. The City shall maintain or cause to be maintained public liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the condition, use or occupancy of the applicable Owner's Parcel. Said insurance shall have limits for loss of life or bodily injury in the amounts of not less than $2,000,000 for each person and $2,000,000 for each occurrence and shall name the DDA as an additional insured.

Section 2.2 Easements for Utilities.

The DDA does hereby give, grant and convey to the City and its respective successors, assigns and successors in title, non-exclusive rights and easements in the Parking Area to install, connect, tap in, maintain, relocate, repair and replace any Utilities. To the extent necessary, the Parties agree to record a separate utility easement showing the as-built Utilities on site after engineering is complete, which shall include any non-exclusive rights and easements to utilize any such facilities currently in existence upon or serving the Parking Area, including any storm water drainage and detention facilities. The City shall be responsible for the cost and expense of the construction, tap fees, repair and restoration of any damage to the Wingo Parcels, Parking Area, or any improvements thereon, including third party liability claims, resulting from or arising out of the exercise of the rights granted under this paragraph.

Section 2.3 Reservation of Parking Units.

Within the Parking Area, the City shall provide at least twelve (12) spaces for users of the Wingo Parcels (the "**Wingo Spaces**"), provided that no particular spaces shall be marked or preserved for exclusive use by users of the Wingo Parcels. Users of the Wingo Parcels shall have

no right to exclude the public or others from any particular parking space within the Parking Area. It is contemplated, however, that the Wingo Spaces shall be treated and addressed as a part of an off-street parking agreement as provided in Norcross Code of Ordinance § 203-6 and that users of the Wingo Parcels shall be jointly and severally given twelve (12) parking-space credits for use in complying with the parking requirements of Norcross Code of Ordinance. The City acknowledges and agrees that the twelve (12) parking spaces are sufficient to meet the parking requirements of the Norcross Code of Ordinances. The Wingo Spaces and the benefits of the off-street parking agreement shall inure to the DDA and its transferees during the pendency of this Agreement and as otherwise agreed upon by the Parties.

ARTICLE 3
TERM

Section 3.1 Term.

The provisions of this PEA shall become effective on the date this PEA is recorded in the Office of the Register of Deeds for Gwinnett County, Georgia, and shall remain in effect for a period of fifty (50) years thereafter unless and until modified in accordance with the terms hereof. The Easement shall be terminated automatically should the City acquire title to the Parking Area from the DDA and the City may memorialize that termination by the execution of a quit claim deed.

ARTICLE 4
RESTRICTIONS

Section 4.1 Use Restrictions. The DDA and City shall not use or allow the Parking Area to be used for any use other than for parking and ancillary uses related to that primary use.

ARTICLE 5
[Reserved]

ARTICLE 6
MISCELLANEOUS

Section 6.1 Notices.

Any notice, demand, consent, refusal, approval, statement, or other communication by and between Owners which may be given, served, made, or obtained under this PEA shall be served in person, delivered by a nationally recognized overnight delivery service such as FedEx or mailed by United States registered or certified mail, postage prepaid, to any Owner, and shall be deemed to have been given when actually received (or if receipt is refused, when physically tendered for receipt). Notices shall be addressed to the Owner of any Parcel at the addresses set forth in any conveyance document of record evidencing the conveyance of said Parcel to an Owner. An Owner may, however, at any time change its address for the above purposes by giving written notice stating the change and setting forth the new address. Any Owner may also request that notice be

given to its mortgagee, by giving the other Owners notice of such mortgage and an address to which notice is to be sent.

Section 6.2 Amendment.

This PEA may be amended only by the Parties; provided, however, that an such amendment (i) shall not materially and adversely affect the access easement granted herein and (ii) shall be in writing, signed, acknowledged and recorded by the City, or its successors and assigns. Notwithstanding the foregoing, any amendment to this PEA which would (a) materially and adversely affects the access easement granted to the City, (b) alter any party's responsibility to pay the ad valorem real estate taxes.

Section 6.3 Captions.

The captions of this PEA are intended only as a matter of convenience and for reference. They do not define, limit, or describe the scope of intent of this PEA, and they shall not affect the interpretation hereof.

Section 6.4 Waiver of Default.

The consent or approval by a party to or of any act or request by the other party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. The rights and remedies given to a party by this PEA shall be deemed to be cumulative, and no one such right and remedy shall be exclusive of any of the others, or any other right or remedy at law or in equity which a party might otherwise have by virtue of a default under this PEA. The exercise of a right or remedy by a party shall not impair such party's right to exercise any other right or remedy.

Section 6.5 No Partnership, Joint Venture, or Principal Agent Relationship.

Nothing in this PEA nor any acts of the parties shall be deemed by the parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the parties, and no provisions of this PEA are intended to create or constitute any person or third party beneficiary hereof.

Section 6.6 Successors.

This PEA shall be binding upon and inure to the benefit of the successors and assigns of the parties.

Section 6.7 Severability.

If any provision of this PEA shall to any extent be invalid or unenforceable, the remainder of this PEA (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this PEA shall be valid and enforceable to the fullest extent permitted by law.

Section 6.8 Governing Law.

This PEA shall be construed, interpreted and enforced in accordance with the laws of the State of Georgia.

Section 6.9 Written Consent Required.

Whenever a party is required to consent or approve of any matter with respect to which its consent or approval is required by this PEA, such consent or approval shall be given in writing and shall (except as otherwise provided in this PEA) not be unreasonably withheld, conditioned, or delayed.

Section 6.10 Covenants Run With the Land.

It is intended that the covenants, easements, agreements, promises, and duties of each party as set forth in this PEA shall be construed as covenants and not as conditions, and that to the fullest extent legally possible, all such covenants shall run with the land for a period of fifty (50) years thereafter or constitute equitable servitudes as between the Parcel of the covenantor, as the servient estate, and the Parcel of the covenantee, as the dominant estate.

Section 6.11 Counterparts.

This PEA may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Any counterpart to which is attached the signature of all parties shall constitute an original of this PEA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party has caused its duly authorized officers to sign and seal this PEA as of the date and year first-above written.

CITY OF NORCROSS	**DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS, GEORGIA**
By: _____	By: _____
Its: Mayor	Its: Chairman
Witness: _____	Witness: _____
Sworn to on this ____ Day of _____, 2026.	Sworn to on this ____ Day of _____, 2026.
_____	_____
(Affix Seal)	(Affix Seal)

EXHIBIT A
WINGO PARCELS LEGAL DESCRIPTION

80 Wingo Legal Description

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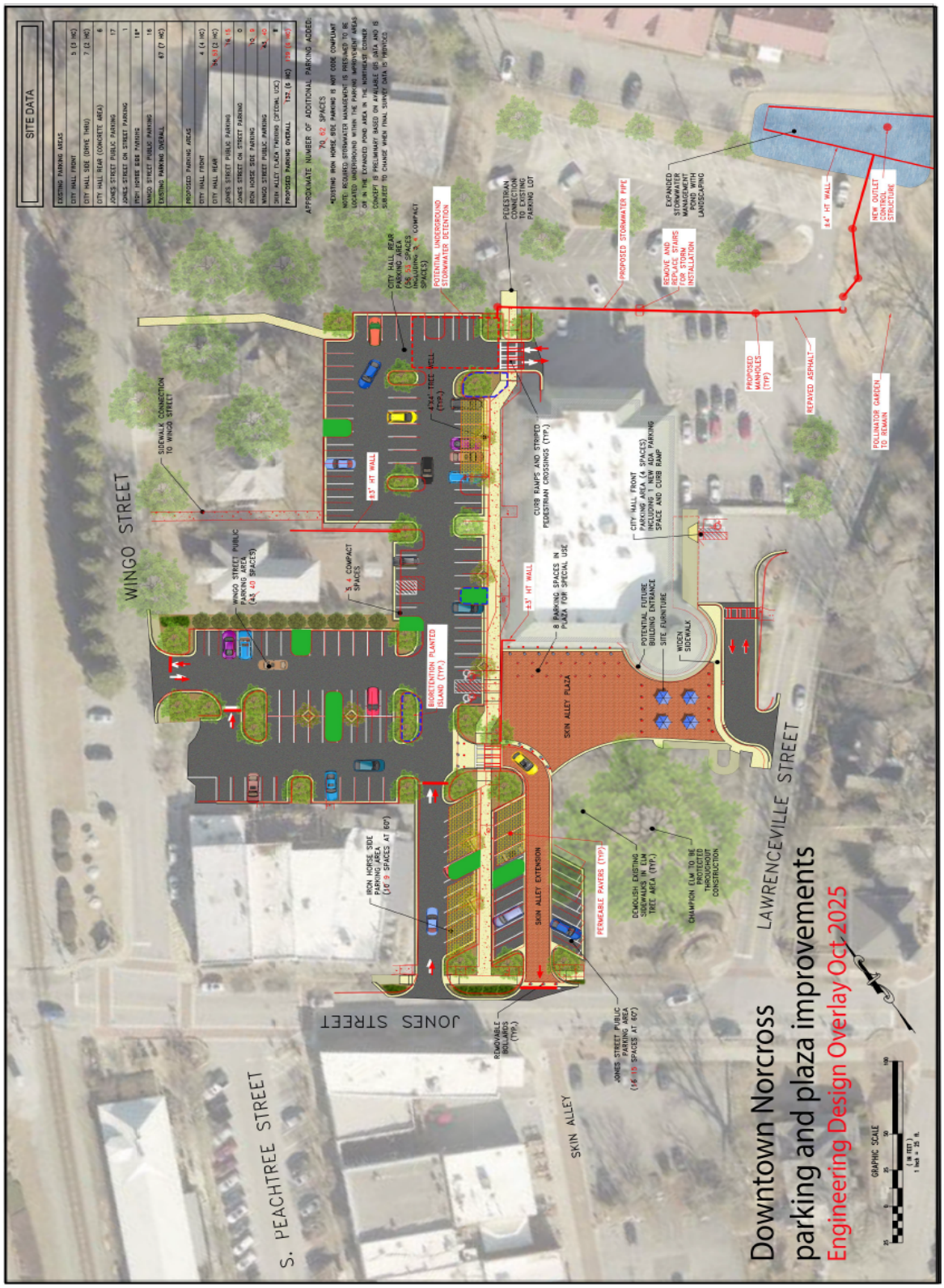
EXHIBIT A-1

DEPICTION OF PARKING AREA (TO BE UPDATED WITH FINAL PLAN)



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

Agenda Report

From: Mayor and Council

Meeting Date: January 5, 2026 – Regular Council Meeting (RCM)

Item No.: 2025-413

Title: Election of Mayor Pro Tempore for 2026

CC: Eric Johnson, City Manager

Recommendation
Approve the annual election of the Mayor Pro Tem for 2026.

Background
The Mayor and Council conduct an annual election to appoint a Councilmember to the position of Mayor Pro Tempore. The appointed individual serves in the absence of the Mayor and assumes all rights and privileges associated with the Office of the Mayor while fulfilling that role. The Mayor Pro Tempore continues to serve as an active voting Councilmember and holds the position at the pleasure of the Council. Deliberations regarding the appointment are discussed during the December Policy Work Session in Executive Session, and the official election is conducted during the Regular Council Meeting in January.

Financial Impact:
No financial impact.

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

Attachments
NA

Next Steps
NA