

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, February 15, 2021

6:30 PM

Teleconference

Link to join Webinar
<https://zoom.us/j/98645921697>

Policy Work Session

*Mayor Craig Newton
Mayor Pro Tem Josh Bare
Councilmember Andrew Hixson
Councilmember Matt Myers
Councilmember Bruce Gaynor
Councilmember Arlene Beckles*

A. Roll Call (recorded)**B. Citizen Input****C. Board Updates**

Planning and Zoning Update - John Hollon

D. General Updates

*Important COVID-19 Updates- Dr. Audrey Arona

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

Mayor and Council are asked to consider appointments and re-appointments to the following board, authority or commission:

Planning and Zoning

G. Monthly Financial Report

Presented by Eric Johnson, City Manager

H. Items for Discussion

1. [21-6048](#)

Buford Highway Master Plan

Deanna Murphy with Sizemore Group will share a brief update on the Buford Highway Master Plan to accept final feedback in advance of issuing the final report on the study.

[Norcross BuHi Master Plan Council Presentation 2.15.21](#)

2. [21-6046](#)

Enterprise Fleet Management

Public Works, Utilities, and Parks is seeking approval of the attached corporate resolution between Enterprise Fleet Management and the City of Norcross for motor vehicle lease(s).

[Memo - Enterprise Fleet Management](#)

[Corporate Resolution](#)

3. [21-6044](#)

Gwinnett Metro Task Force Memorandum of Agreement

A request to approve the updated Gwinnett Metro Task Force Memorandum of Agreement.

[Agenda Item Memo to M&C - Police Dept GMTF MOA](#)

[GMTF Memorandum of Agreement.2.4.2021](#)

4. [21-6045](#) **Flock Safety Memorandum of Understanding**
A request to approve the Memorandum Of Understanding, MOU, required by Flock Safety.

[Agenda Item Memo to M&C - Police Dept Flock Safety MOU](#)

[Flock Safety MOU Norcross GA PD](#)
5. [21-6049](#) **Business Development Manager**
Approval of Mayor & Council to add the full time position of 'Business Development Manager' to the Economic Development Department and to authorize a budget amendment moving the appropriate amount of funds in Economic Development from Contract Labor to Salary/Benefits in order to financially cover this position through the end of Fiscal Year 2021.

[PWS Memo Business Development Manager Position 2.15.21](#)

[Business Development Manager Job Description](#)
6. [21-6050](#) **Private Road**
A request to allow a private Road at 275 Summerour Street to serve the 14-lot townhome development.

[275 Summerour Street Private Road](#)
7. [21-6047](#) **Walk Friendly**
Request to adopt the attached International Charter for Walking.

[International Charter for Walking Agenda Item](#)
8. [21-6051](#) **Civic Club Membership**
City Manager, Eric Johnson, requests approval, as required in Section 14 of his employment agreement, for the City to pay for his membership in the Rotary Club of Peachtree Corners. This will be the one civic club membership provided under the agreement.

[Civic Club Membership Memo](#)
9. [20-5972](#) **Reactivation of the Parks and Greenspace Commission**
Due to the inquiries and interest from several residents within the city regarding green spaces and trails, the city would like to reactive the Parks, Green Spaces, and Trails Commission that was proposed to the council on April 3, 2006.

[MC 12-21-2020 Meeting](#)

[Memo - Norcross Walkable Watershed Trail](#)

[ORDINANCE NO. XX-2021 Parks, Green Spaces and Trails Commission rev. 3](#)

10. [21-6052](#)**Norcross Distillery Ordinance Proposal**

Proposal for modification or addition to UDO to include allowance for Micro-Distillery or Craft-Distillery in the city limits of Norcross, to include on premise taproom sales, Sunday sales and offsite sales.

[Norcross Distillery Ordinance](#)

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

J. Signed by: _____ **Mayor Craig Newton**

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



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

City of Norcross

Legislation Details (With Details)

File #:	21-6048	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/15/2021 6:30 PM	In Control:	Policy Work Session
Title:	Buford Highway Master Plan		

Sponsors:

Code Sections:

Attachments:

1. [Norcross BuHi Master Plan Council Presentation 2.15.21](#)

Title
Buford Highway Master Plan

Drafter
William Corbin and Deanna Murphy



Council Work Session

February 15, 2021



CITY OF NORCROSS

Buford Highway Master Plan



THE AGENDA

- Project Team
- Project Background
- Master Plan Recommendations
- Discussion

OUR TEAM

SIZEMORE GROUP: Award-Winning Planning and Architecture



Principal: Bill de St. Aubin, AIA, LEED AP, CEO, Bike Enthusiast



Project Management: Deanna Murphy, AICP, M.ARCH, Arts Leader

NOELL CONSULTING: Nationally Recognized Market Experts
Market Analysts: David Laube, Creative Econ. Dev. Strategist

ATLAS: Comprehensive Transportation Experts
Transportation Planner: Todd Long, PE & Wright Aldridge, PE
Landscape Architect: Christopher Kingsbury, RLA, ASLA

OUR
TEAM

THE SCHEDULE

TASKS	Important Dates	2020-2021						
		August	September	October	November	December	January	Febr
1. Study Area Analysis:								
Kick-off Meeting with City	25-Aug	★						
City Council Meeting 1	21-Sep		★					
DDA Meeting 1	1-Oct			★				
Review Previous Plans	By Week of September 28							
Existing Conditions Analysis	By Week of September 28							
Review with GDOT	By Week of October 12							
2. Developers Roundtable:	2-Feb						★	
Developer Interviews	Week of September 28							
3. Market Analysis:								
4. Concept Sketches								
Identify areas ripe for redevelopment								
Identify development types and case studies								
Design Workshop	First week of December (tentative)					★		
Develop Renderings								
Rendering Review by client								
Finalize Renderings	Mid-December							
5. Community Engagement								
Steering Committee Meeting 1	22-Oct			★				
Community Meeting 1 - Kick-off and Visioning	5-Nov				★			
City Council Meeting 2	15-Feb							★
6. Identify Grants/Funding								
7. Documentation								

BUFORD HIGHWAY CORRIDOR



H.1.a

IMPACT OF
DOWNTOWN
NORCROSS

Attachment: Norcross BuHi Master Plan_Council Presentation 2.15.21 (21-6048 : Buford

MASTER PLAN

NORCROSS'S BUFORD HIGHWAY

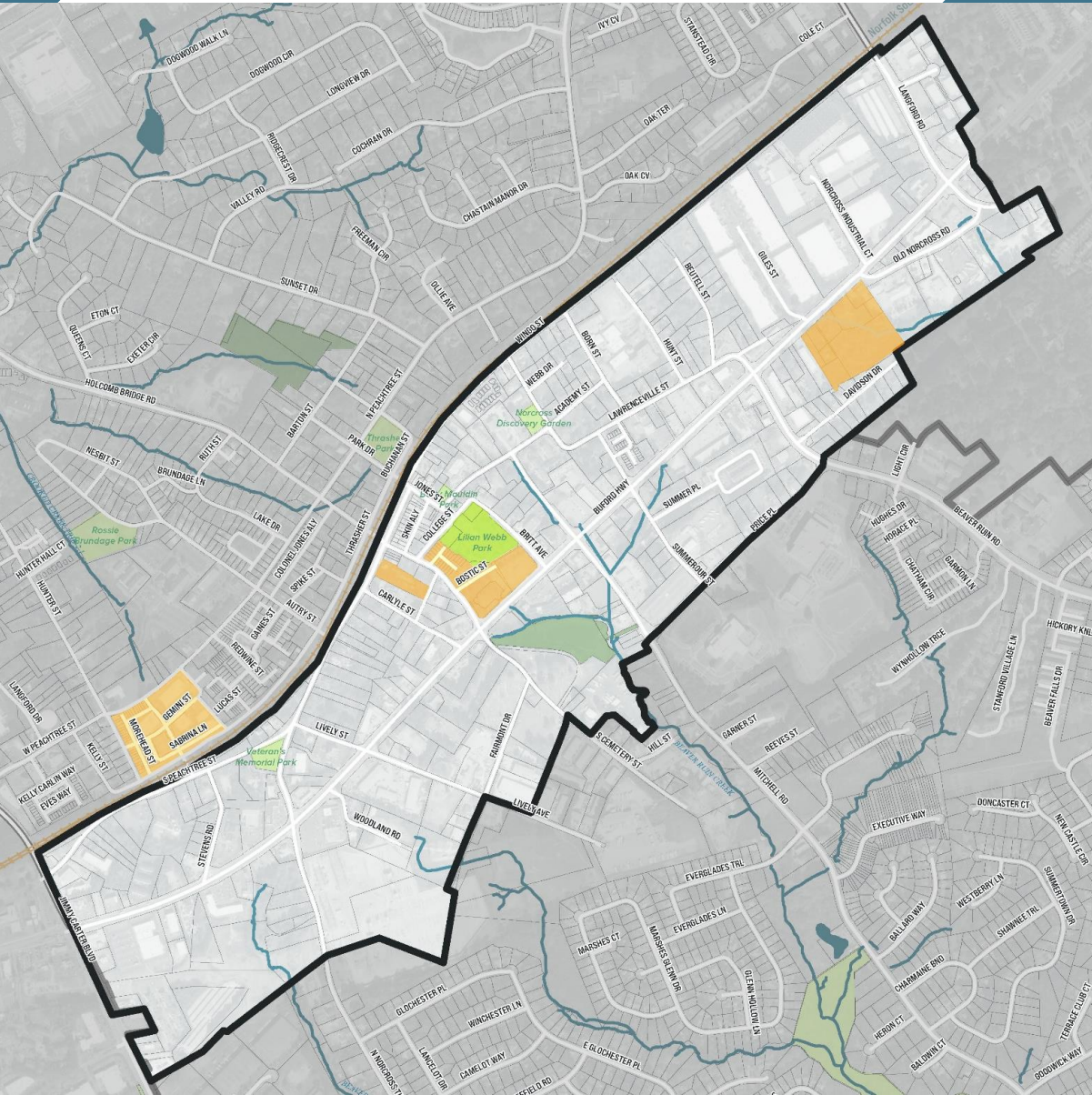
VISION

A thriving multi-modal and multi-cultural corridor that serves the diverse Norcross population and connects to the character, charm, and beauty of Downtown Norcross.



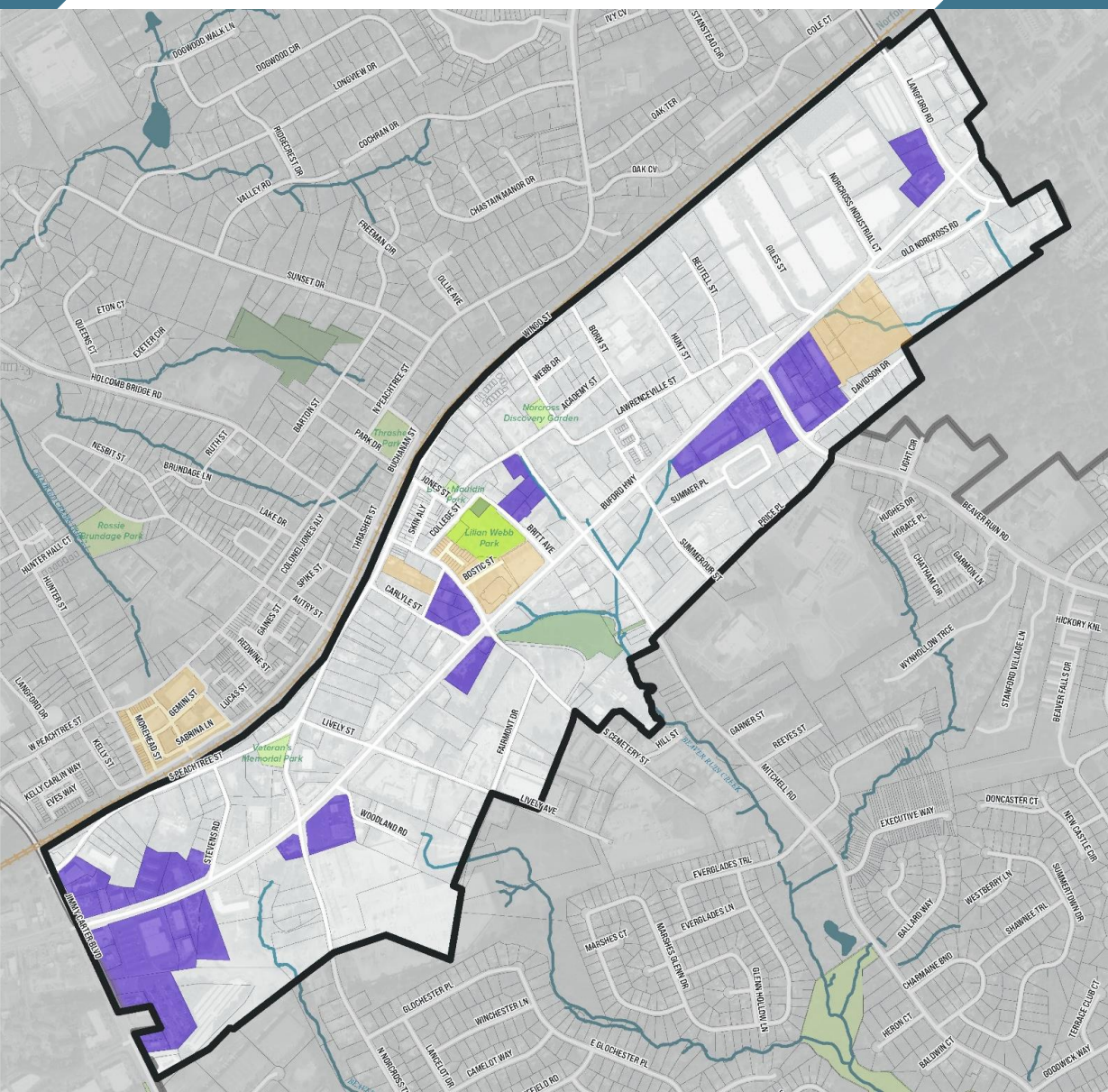
DEVELOPMENT FOCUS

INVESTMENT



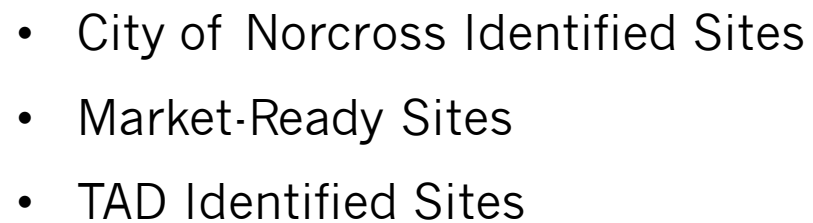
- Lillian Webb Park
- Townhomes
- The Brunswick
- Norcross Branch Public Library
- Broadstone Junction
- S. Peachtree St. (former Webb family property)

DEVELOPMENT FOCUS

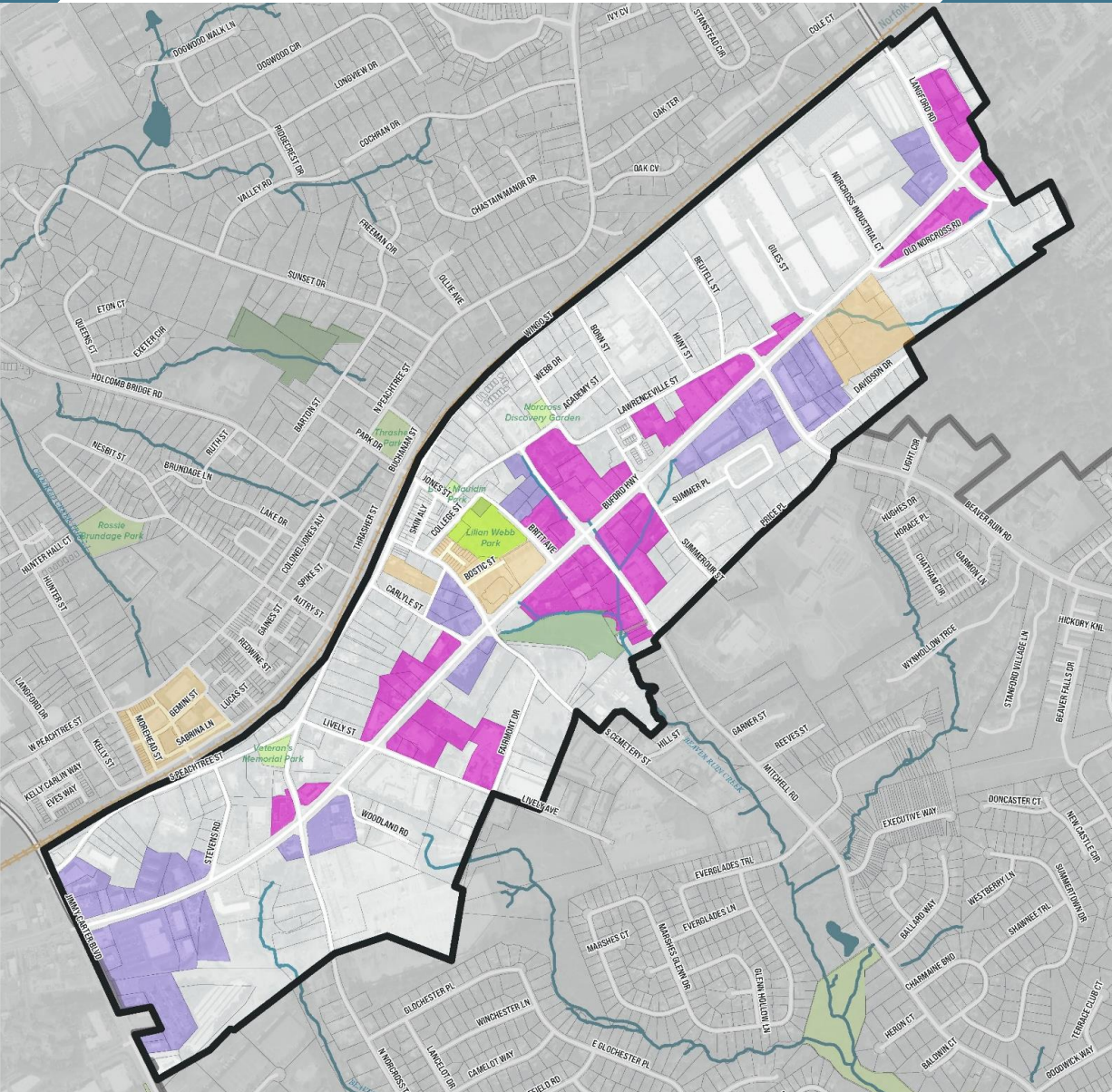


- City of Norcross Identified Sites
- Market-Ready Sites
- TAD Identified Sites

A SITES: PRIORITIES

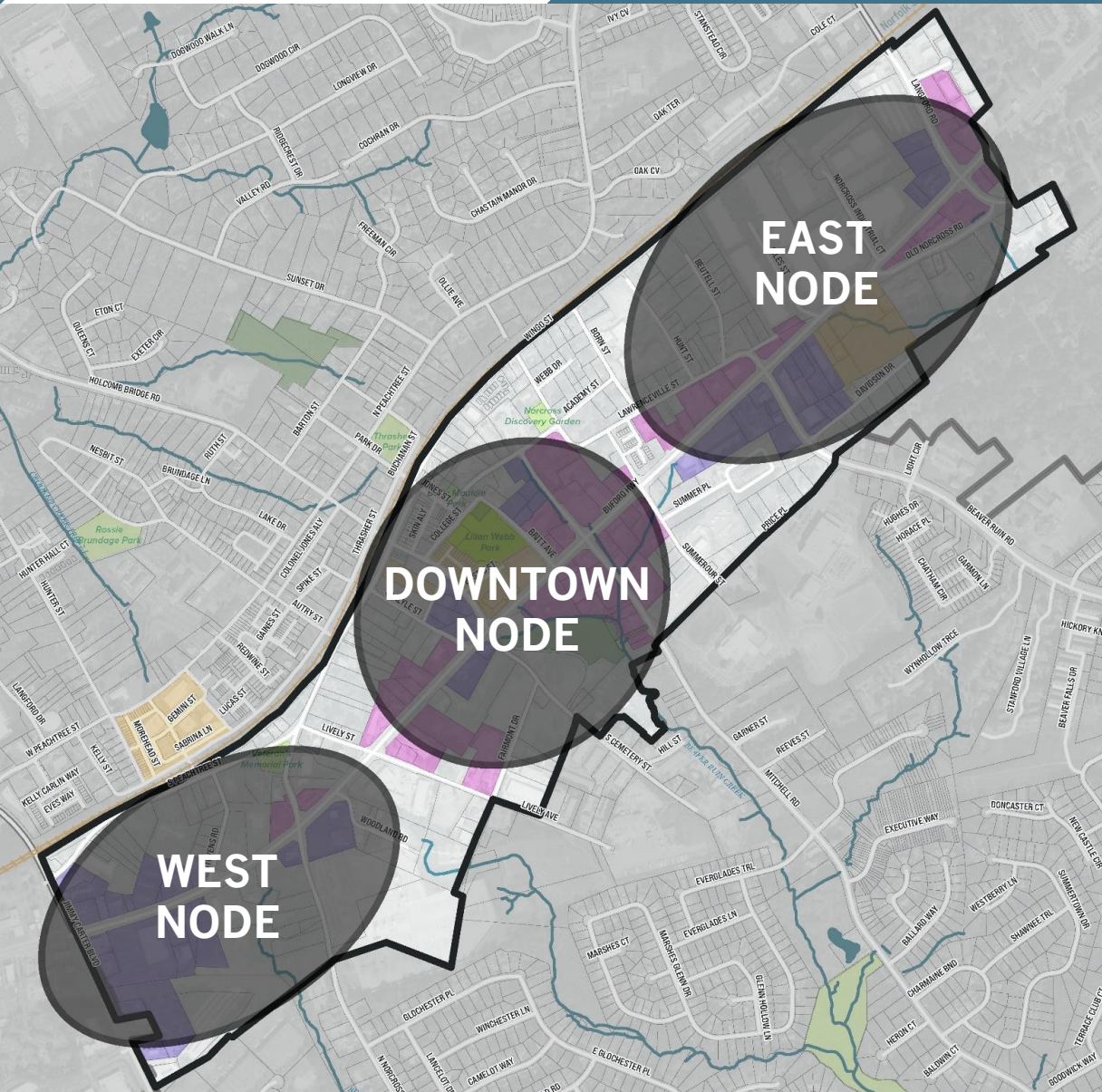


DEVELOPMENT FOCUS



- Phase 2 Sites

3 NODES



- **West Node:** Jimmy Carter Blvd at Buford Highway
- **Downtown Node:** Lillian Webb Park
- **East Node:** Beaver Run Road at Buford Highway

NODE 1

DOWNTOWN

- 1 - MIXED USE RESIDENTIAL/OFFICE/RETAIL
- 2 - TOWNHOMES
- 3 - NEW PUBLIC LIBRARY
- 4 - PERFORMING ARTS CENTER (POTENTIAL)
- 5 - COMMERCIAL
- 6 - OFFICE
- 7 - RESTAURANT
- 8 - REGIONAL STORMWATER PARK & TRAILHEAD
- 9 - SKIN ALLEY EXTENSION
- 10 - NEW ALLEY NETWORK

-  EXISTING DEVELOPMENT
-  NEW DEVELOPMENT
-  PRIORITY SITE



NODE 2

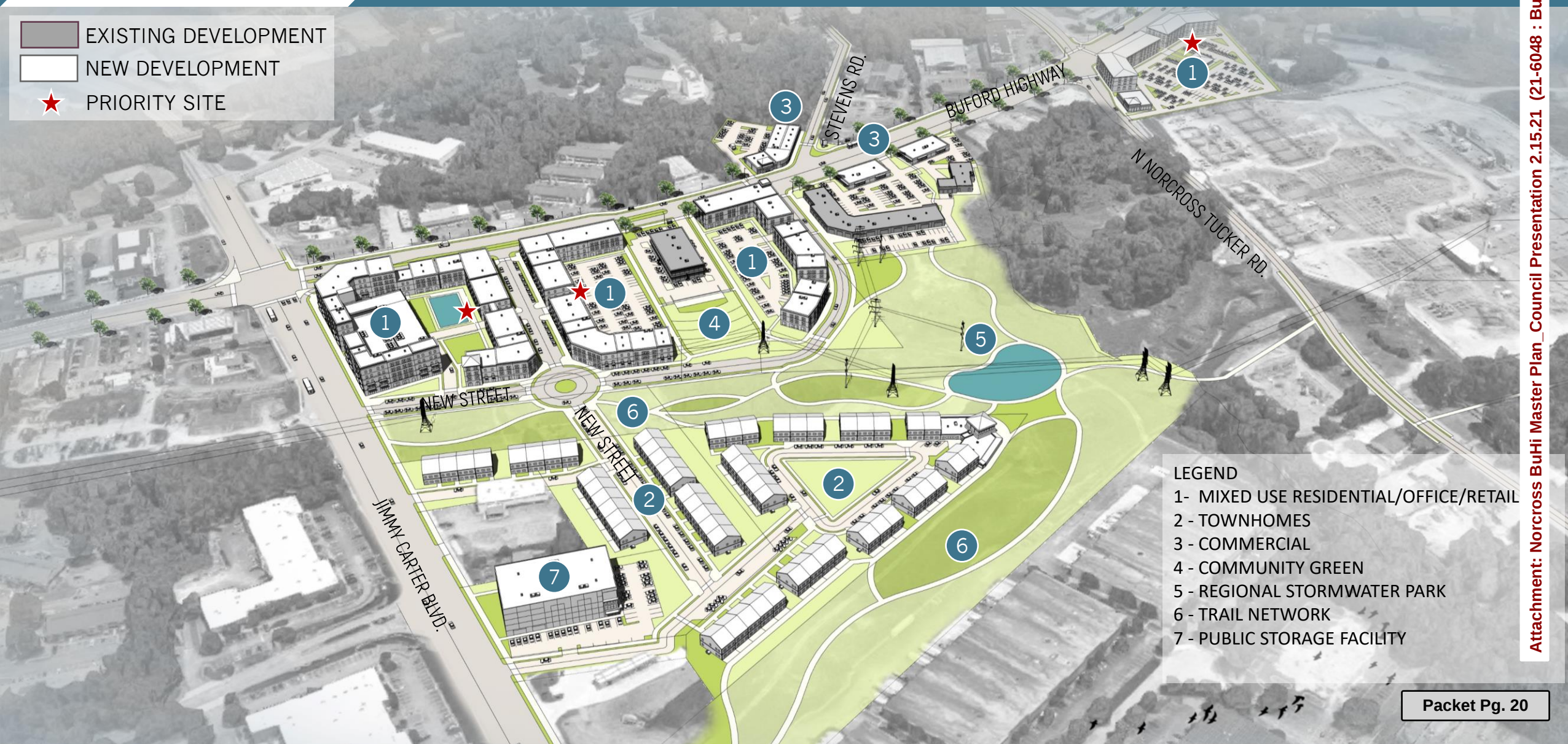
EAST GATEWAY



NODE 3

WEST GATEWAY

- EXISTING DEVELOPMENT
- NEW DEVELOPMENT
- PRIORITY SITE



LEGEND

- 1- MIXED USE RESIDENTIAL/OFFICE/RETAIL
- 2 - TOWNHOMES
- 3 - COMMERCIAL
- 4 - COMMUNITY GREEN
- 5 - REGIONAL STORMWATER PARK
- 6 - TRAIL NETWORK
- 7 - PUBLIC STORAGE FACILITY

CORRIDOR ENHANCEMENTS

- Beautify Streetscape
 - Trail Connectivity
 - Streetscape Elements
 - Landscaped Median
- Inter-parcel Connectivity

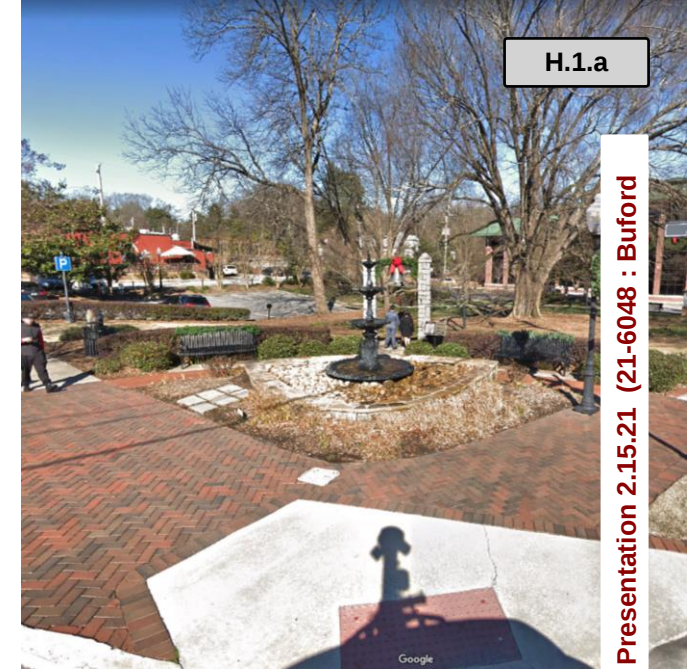


H.1.a

CREATING IDENTITY

What is the Norcross Character?

- Historic Downtown Architecture
- Walkability/Alleyways
- Greenspace
- Events



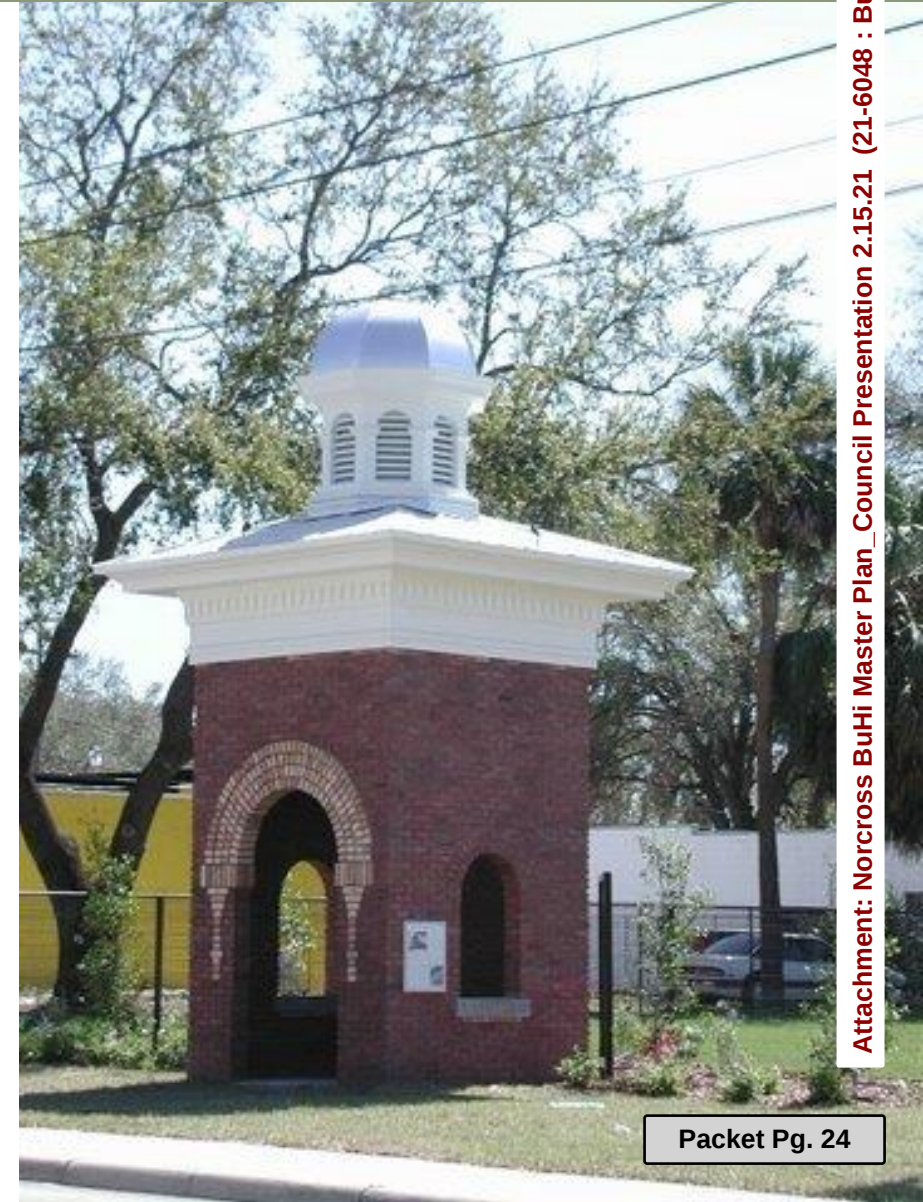
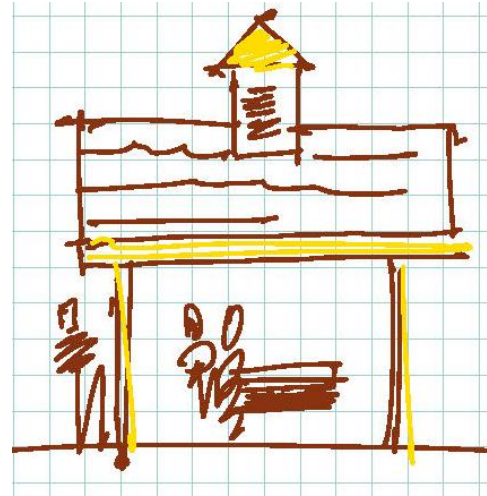
CHARACTER

HISTORIC ARCHITECTURE



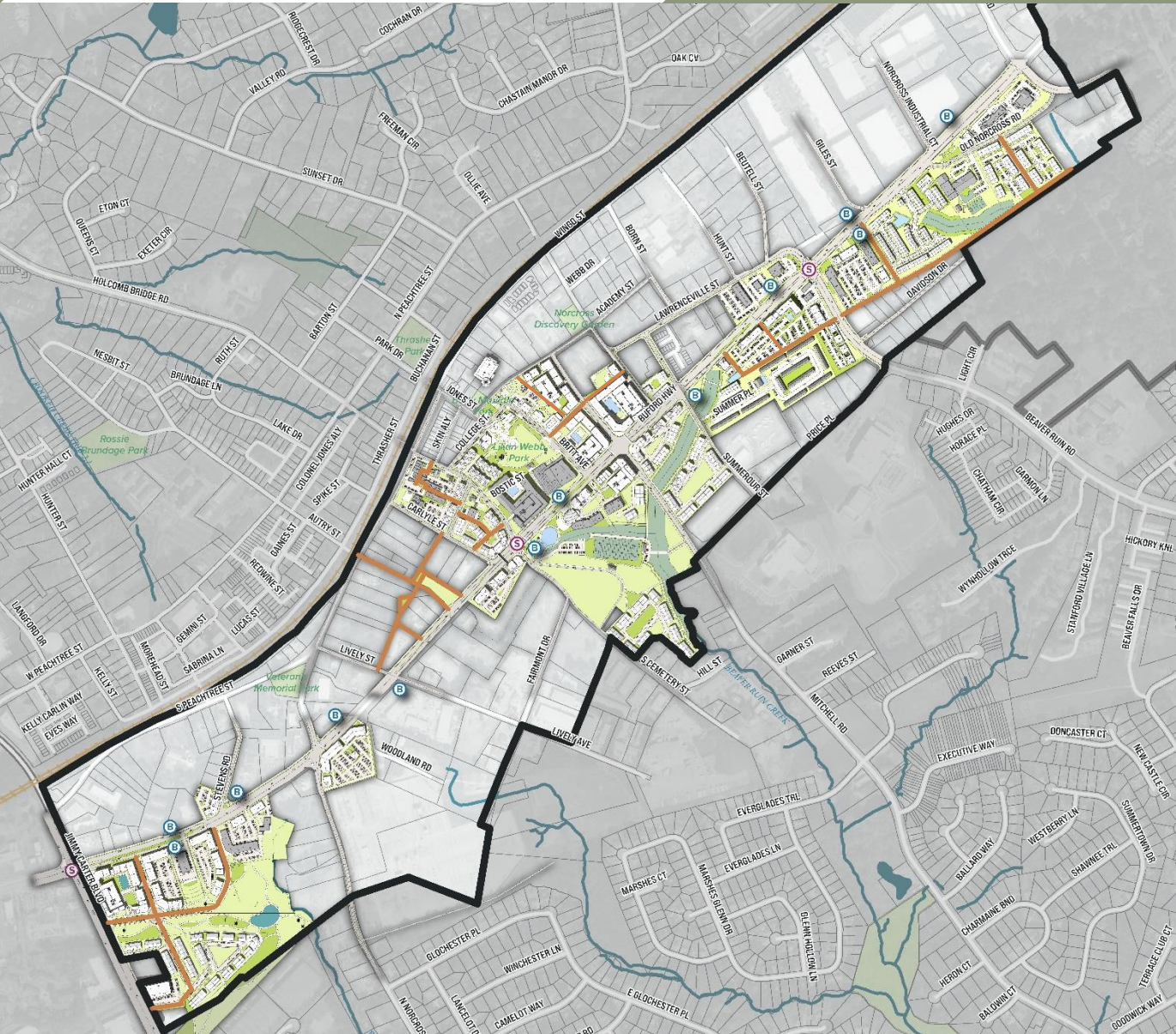
CHARACTER

HISTORIC ARCHITECTURE



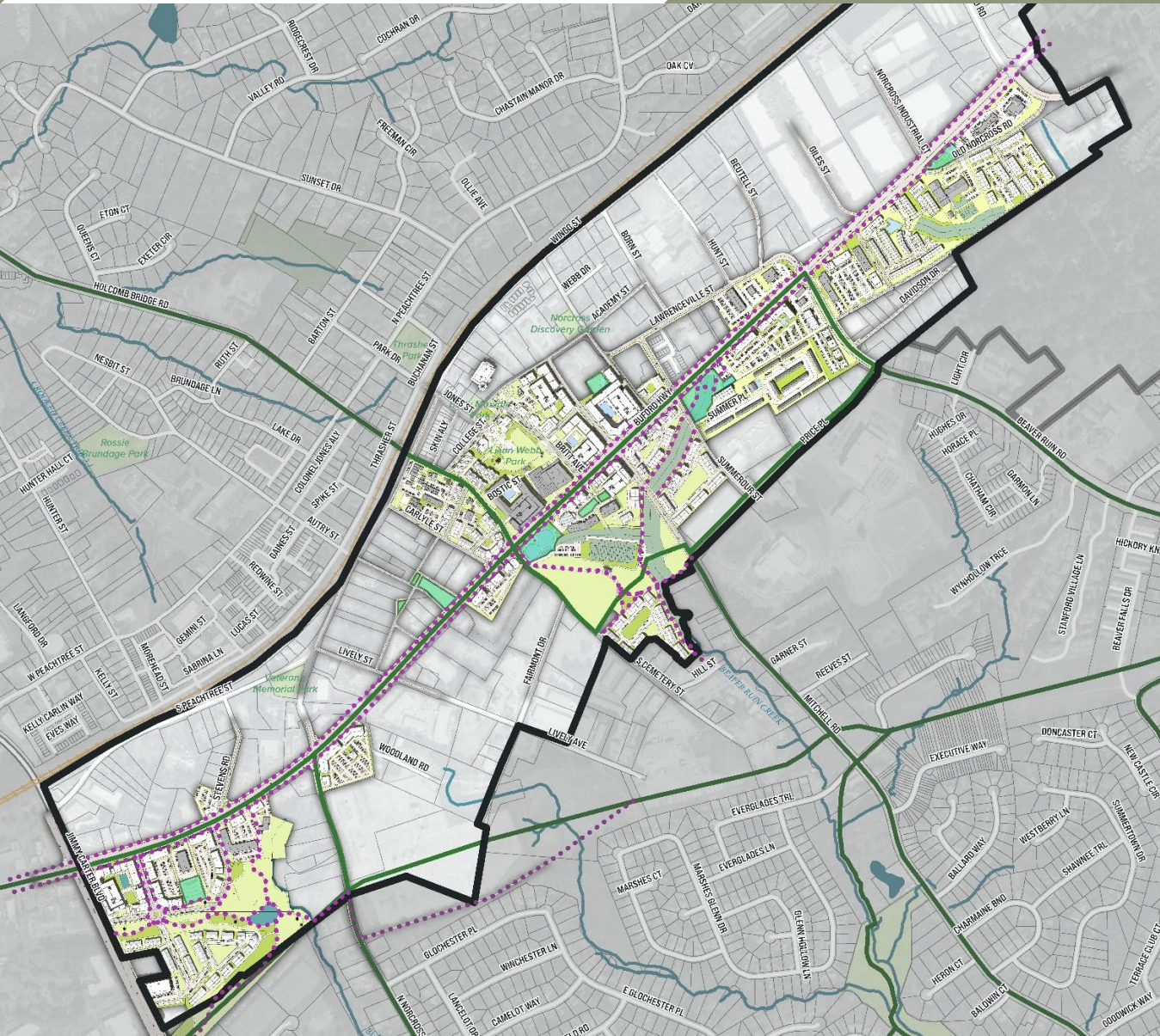
CHARACTER

WALKABILITY/ALLEYWAYS



CHARACTER

GREENSPACE

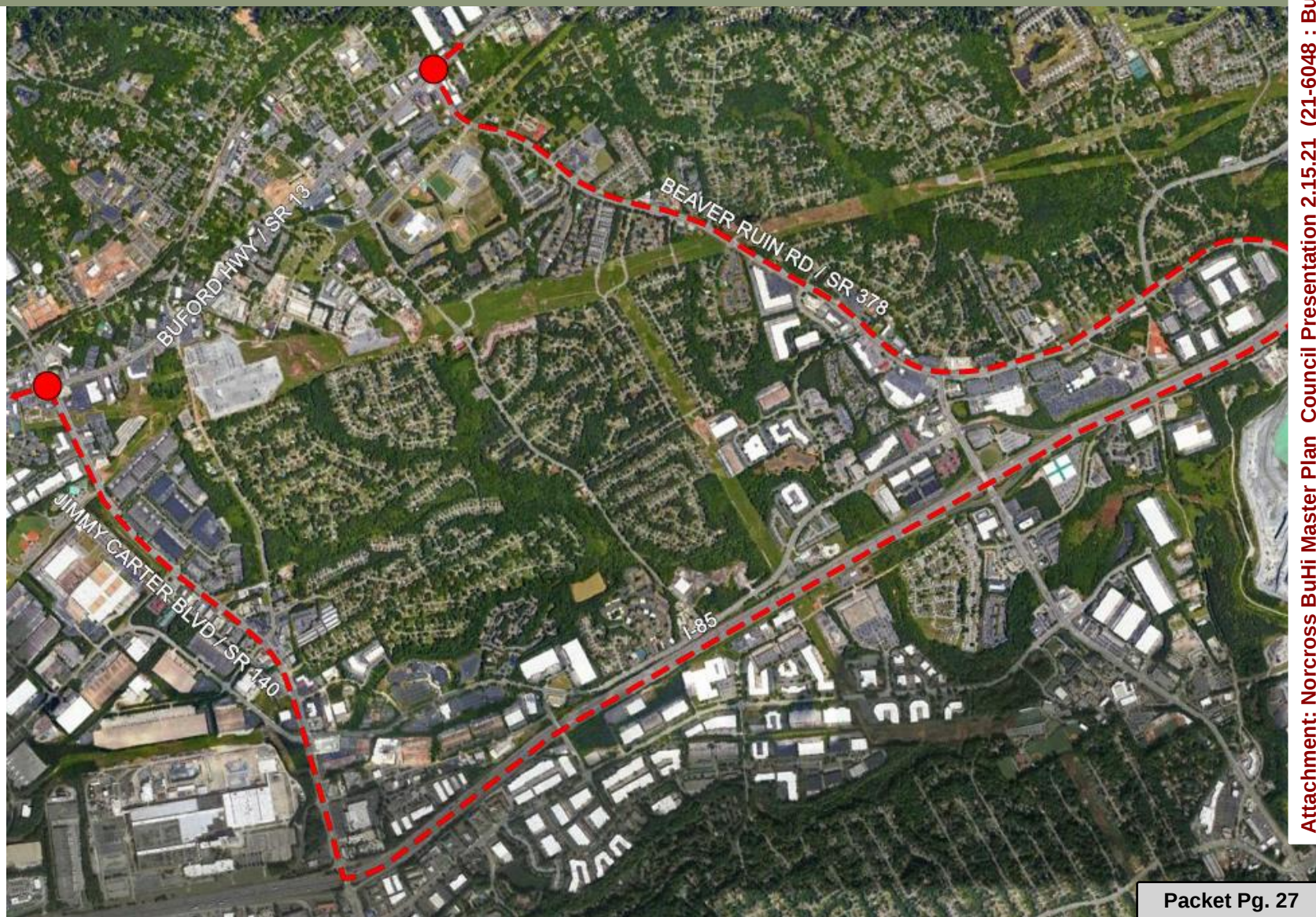


CHARACTER

EVENTS



GUIDE to ATLANTA'S BUFORD HIGHWAY



THANK YOU!

SIZEMORE GROUP

CULTURAL PLACES • BEAUTIFUL SPACES



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
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City of Norcross

Legislation Details (With Details)

File #:	21-6046	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/15/2021 6:30 PM	In Control:	Policy Work Session
Title:	Enterprise Fleet Management		

Sponsors:

Code Sections:

Attachments:

1. [Memo - Enterprise Fleet Management](#)
2. [Corporate Resolution](#)

Title
Enterprise Fleet Management

Drafter
Mary Beth Bender



MARY BETH BENDER, ASSISTANT CITY MANAGER
DIRECTOR OF PUBLIC WORKS, UTILITIES & PARKS

TO: Mayor and City Council

FROM: Mary Beth Bender

DATE: February 1, 2021

SUBJECT: Enterprise Fleet Management Corporate Resolution

CC: Eric Johnson, City Manager

Presented By: Mary Beth Bender, Assistant City Manager, Director of PWUP

Project Description

Approve the corporate resolution between Enterprise Fleet Management and the City of Norcross for motor vehicle lease(s). This document will replace the 2015 document signed by Mayor Emeritus Bucky Johnson and former City Manager Rudolph Smith. The City of Norcross and Enterprise Fleet Management have had a partnership since 2015 with positive results.

Lease payments are down from 2019 to 2020 by \$47,359 because the City has taken advantage of government incentives offered to us from Ford and we are using the equity out of our older vehicles, applying it to the newer vehicles during trade-in. Maintenance on the lease covers everything except tires and brakes. Typically, vehicles are kept for five years or 50,000 miles to stay in warranty. Newer vehicles have better fuel economy and increased safety features adding to an overall greener fleet. We currently have one hybrid vehicle, a Toyota Prius.

Staff Recommendation: Approve Resolution with Enterprise Fleet Management

Funding Source: Rental/Lease Fleet Manager – Public Works, Utilities & Parks

Attachment: Memo - Enterprise Fleet Management (21-6046 : Enterprise Fleet Management)

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management will use the information provided in this application for the sole purpose of fleet related services/programs.

Enterprise Fleet Management reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management will conduct future inquiries either on an annual basis or as fleet size increases, and reserves the right to ask for additional or updated information as the need warrants.

CORPORATE RESOLUTION MOTOR VEHICLE LEASE(S)

RESOLVED, That this Corporation lease from Enterprise Fleet Management, hereinafter called Enterprise, from time to time, such motor vehicles upon such terms and conditions, as in the judgment of the Officer(s) or employee(s) hereinafter authorized, this Corporation may require.

RESOLVED FURTHER, that:

Name _____	_____	Title _____ or
Print Name	Signature	
Name _____	_____	Title _____ or
Print Name	Signature	
Name _____	_____	Title _____ or
Print Name	Signature	
Name _____	_____	Title _____
Print Name	Signature	

are authorized and empowered on behalf of and in the name of this Corporation to execute Motor Vehicle Leases with Enterprise on such terms as may be agreed to by said person.

RESOLVED FURTHER, that Enterprise is authorized to act upon this resolution until written notice of its revocation is received by Enterprise.

I, _____ Secretary of _____, a Corporation in good standing in the State of _____, do hereby certify that the resolution appearing above is a true copy of a resolution of the Board of Directors of said Corporation duly passed and adopted at a meeting of said Board of Directors, which was duly called and held in all respects as required by law and the bylaws of said Corporation on the _____ day of _____, 20____.

I further certify that said resolution has not been amended or revoked and is still in full force and effect.

Date _____

Printed Name _____

(SEAL)

Signature _____

Title (Secretary of a Corporation) _____

Attachment: Corporate Resolution (21-6046 : Enterprise Fleet Management)



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

City of Norcross

Legislation Details (With Details)

File #:	21-6044	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/15/2021 6:30 PM	In Control:	Policy Work Session
Title:	Gwinnett Metro Task Force Memorandum of Agreement		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Item Memo to M&C - Police Dept GMTF MOA](#)
2. [GMTF Memorandum of Agreement.2.4.2021](#)

Title
Gwinnett Metro Task Force Memorandum of Agreement

Drafter
Bill Grogan



NORCROSS POLICE DEPARTMENT

BILL GROGAN, CHIEF OF POLICE

To: Mayor and Council

From: Bill Grogan, Chief of Police

Agenda: February 15th, 2021

Item: Updated Memorandum Of Agreement - Gwinnett Metro Task Force

Summary

The Gwinnett Metro Task Force (GMTF) must update its Memorandum Of Agreement (MOA) anytime there is a change of agency head at the participating cities/agencies. Two agency heads have changed since our last signed MOA; the City of Suwanee Chief of Police and Gwinnett County Sheriff.

Request

Approve the updated GMTF MOA; signed by Mayor Newton.

Background

Persons engaged in criminal activities and enterprises do not respect geographical jurisdictional boundaries. Therefore, the GMTF was created many years ago to form a partnership between cities and county agencies to handle complaints and investigate incidents of narcotics use and abuse as well as violations of vice laws occurring within the various municipalities located in Gwinnett County. Participating agencies, including the Norcross Police Department, provide POST-certified detectives, which creates a 'force multiplier' for each agency in their efforts to combat the illegal drug problem across the County. See MOA for further.

MEMORANDUM OF AGREEMENT
INTERAGENCY AGREEMENT FOR NARCOTICS AND VICE
GWINNETT/METRO TASK FORCE

PURPOSE

As a result of the settlement in the Services Delivery Strategy case, it is incumbent on the cities to identify resources to handle complaints and investigate incidents of narcotics use and abuse as well as violations of vice laws occurring within the various municipalities located in Gwinnett County. Accordingly, the cities enumerated below have agreed to form a Task Force to respond to, investigate and prosecute the offenders through mutual aid and the terms of this agreement within the respective municipalities. It is the intent of this Task Force to forward information on cases, known violations and intelligence occurring in unincorporated Gwinnett County to the Gwinnett County Police Department for enforcement action.

Persons engaged in criminal activities and enterprises do not respect geographical jurisdictional boundaries. Therefore, membership in this Task Force is open to the Gwinnett County Police Department and any other local, state or federal agency desiring to partner with us in this effort.

Gwinnett Metro Task Force Mission Statement

The Gwinnett Metro Task Force (GMTF) is charged with the suppression of illegal possession, manufacture, and distribution of controlled substances. To counter the threat of illegal narcotics-related violence and crime, GMTF has developed multifaceted strategies and initiatives targeting and attacking all levels of this complex problem. The suppression of such narcotics activity is accomplished through proactive investigations utilizing intelligence gathering capabilities, surveillance, confidential informants, and undercover operations. GMTF will file asset seizure cases against narcotics traffickers whenever possible. GMTF will cooperate with other law enforcement agencies – local, state or federal – in order to provide for the effective investigation of narcotics related cases. The primary consideration of any operation or arrest is the safety of the officer.

Authority and Responsibility

Pursuant to the Georgia Constitution Art. IX, Sec. III, Para. I and O.C.G.A. 36-69-1 *et. seq.*, the following departments enter into this Interagency Agreement to operate the Gwinnett Metro Task Force (GMTF):

1. Auburn Police Department
2. Duluth Police Department
3. Gwinnett County Sheriff's Office
4. Lawrenceville Police Department
5. Lilburn Police Department
6. Norcross Police Department
7. Snellville Police Department
8. Suwanee Police Department

The Chief Law Enforcement Officials, of the above eight entities, shall comprise the Board of Directors of the Task Force and shall direct the operations of said Task Force. The head of any other approved law enforcement entity shall assume a seat on the Board once approved by the sitting Board. A Chairman of the Board and a Secretary/Treasurer of the Task Force will be elected by the Board every January and serve for a term of one year; however, other Board Members may be appointed and or elected to these positions should either become unable to serve out the one-year term. The Board shall convene on the 4th Tuesday of each month at 10:00 a.m. or as soon as practicable after the Gwinnett Chief's meeting that begins at 9:00 a.m. on the same day in the conference room of the Gwinnett County Sheriff's Office. Other meetings will be held at a time and location specified by the Chairman upon adequate notice to the other Board members. Attendance by four members of the Board shall constitute a quorum and are authorized to conduct business on behalf of the entire Board.

Membership is open to members of the Gwinnett County Police Department, the City of Braselton, the City of Loganville, the Georgia Bureau of Investigation (G.B.I.), and any duly constituted law enforcement agency with jurisdiction in Gwinnett County or any other state or federal entity having an interest in the Task Force or working with the Task Force in any capacity. Associate membership in the Task Force is authorized for other local, state or federal entities as approved by the Board. The District Attorney, or his designee, shall sit on the board as an associate member in a non-voting capacity to provide assistance to the Board.

SECTION I

Once constituted, the Board will establish written policies and procedures for the Gwinnett Metro Task Force and shall ensure that such policies and procedures are provided to each member of the Board and each employee of the various agencies assigned to the Task Force. The Board shall review the written policies and procedures at such time as may be required for the successful operation of the Gwinnett Metro Task Force and make changes or modification deemed appropriate or necessary by the Board.

Agency personnel will adhere to their agency's policies where GMTF's policies do not exist. See GMTF policy 01-07.3 - In any circumstance where GMTF Policy contradicts a member's agency policy, the member shall notify a supervisor immediately. Officers/Employees will refer to their Departmental Policies and Procedures when a matter is not covered in the GMTF Policies and Procedures Manual.

SECTION II

Custody of all records, checkbooks and funds shall remain with the Secretary/Treasurer, or his or her designee, and may be assigned to a fulltime accountant. Said accountant shall monitor all funds or seized assets and maintain accounting records as required and or recommended by the Board. The Secretary/Treasurer or his designee shall be responsible for all state and federal reporting requirements.

The Secretary/Treasurer, as custodian of the records, shall make recommendations to the Board as to the depository or depositories to be used by the Board for all funds, including those seized or forfeited. Upon approval by the board, the Secretary/Treasurer or his or her designee is authorized to open accounts as may be required in any banking institution insured by the Federal Depositors Insurance Corporation (F.D.I.C.)

Forfeited funds deposited in such accounts shall be used by the Board in the operation of the Gwinnett Metro Task Force. Funds may be used for any purpose permitted by O.C.G.A. 16-13-49 including, but not limited to, paying informant fees, providing investigators with "buy money", costs related to investigations of illegal narcotics and vice operations, approved equipment or training for the members of the Task Force, other members of participating agencies, and an Assistant District Attorney or investigator assigned to the unit or any other expense authorized by the Board for the operation of the Gwinnett Metro Task Force.

Disbursement of any funds from the accounts shall be made by issuance of a check drawn on the appropriate account bearing the signature of the Chairman and Secretary/Treasurer as approved by the Board. The Board will also authorize other signatories, in its discretion, to sign only when the Chairman and/or Secretary are unavailable to ensure timely processing of any funds for the efficient operation of the Task Force. In accordance with GMTF policy, expenditure of funds under \$500.00 may be made by the Task Force Commander or his/her designee. These expenditures may be made by either cash on hand "buy money", or use of a debit card linked to the account.

Forfeited funds derived from either the Department of Justice or the Department of the Treasury Equitable Sharing Program shall be distributed equally amongst all participating agencies with GMTF. Funds from the State Asset Forfeiture Account not used in support of GMTF's operations can be distributed equally to participating agencies with the task force at the discretion of the Board.

SECTION III

The Gwinnett Metro Task Force will operate combined narcotics, vice and intelligence units within the Task Force. Lieutenant Dean Boone of Snellville Police Department is designated as the Task Force Commander and shall report to the Board. Supervisors in the unit will be designated by the Task Force Commander and approved by the Board. The total number of investigators and or analyst assigned to the Task Force will be determined at the discretion of the Chief Law Enforcement Officer of each member agency.

SECTION IV

Should seizures occur as contemplated and authorized by the Official Code of Georgia Annotated, the civil proceedings required for the forfeiture shall be handled under the authority of the District attorney or his designee. The current officer assigned to the District Attorney's Office, (currently, a Gwinnett County Police Officer) shall investigate, handle any administrative matters including preparation of documents or other pleadings. Any applicable fees will be paid from the proceeds as provided in O.C.G.A. 16-13-49.

SECTION V

Any member of the Board of Directors or the Gwinnett Metro Task Force can opt out of this is agreement and participation in the Task Force by submitting a notice to separate or resignation to the Board for action. The Board will approve any notice submitted in writing upon receipt of

notice provided the notice is submitted at least thirty (30) days prior to the intended withdrawal from the Board or Task Force.

Chief Christopher Hodge
Auburn Police Department

Date: _____

Mayor Linda Blechinger
City of Auburn

Date: _____

Chief Randy Belcher
Duluth Police Department

Date: _____

Mayor Nancy Harris
City of Duluth

Date: _____

Sheriff Keybo Taylor
Gwinnett County

Date: _____

Chief Tim Wallis
Lawrenceville Police Department

Date: _____

Mayor David Still
City of Lawrenceville

Date: _____

Chief Bruce Hedley
Lilburn Police Department

Date: _____

Mayor Tim Dunn
City of Lilburn

Date: _____

Chief Bill Grogan
Norcross Police Department

Date: _____

Mayor Craig Newton
City of Norcross

Date: _____

Chief Roy Whitehead
Snellville Police Department

Date: _____

Mayor Barbara Bender
City of Snellville

Date: _____

Chief Cass Mooney
Suwanee Police Department

Date: _____

Mayor Jimmy Burnette
City of Suwanee

Date: _____



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

City of Norcross

Legislation Details (With Details)

File #:	21-6045	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/15/2021 6:30 PM	In Control:	Policy Work Session
Title:	Flock Safety Memorandum of Understanding		

Sponsors:

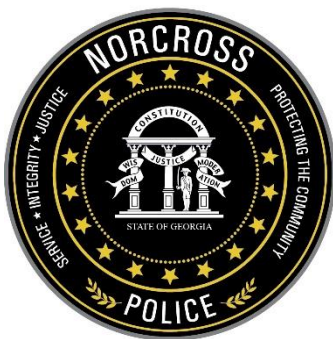
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2. [Flock Safety MOU Norcross GA PD](#)

Title
Flock Safety Memorandum of Understanding

Drafter
Bill Grogan



NORCROSS POLICE DEPARTMENT

BILL GROGAN, CHIEF OF POLICE

To: Mayor and Council

From: Bill Grogan, Chief of Police

Agenda: February 15th, 2021

Item: Memorandum Of Understanding (MOU) – Flock Safety

Summary

Flock Safety is a video surveillance hardware/software provider used by many law enforcement agencies in the metro-Atlanta area, including Gwinnett County PD. NPD detectives often need access to the video collected by Flock to aid in their investigation efforts. Currently, they must call the applicable police agency and request video retrieval. This causes unnecessary delays. Flock Safety will grant our detectives direct access to that video, at no cost, but require a signed MOU.

Request

Approve the MOU required by Flock Safety; signed by Mayor Newton.

Background

Persons engaged in criminal activities and enterprises do not respect geographical jurisdictional boundaries. Therefore, detectives utilize various resources elsewhere to solve cases here in Norcross. Video surveillance is just one of many tools at their disposal. Flock Safety partnered with Gwinnett County PD to install cameras in the County, much like our own array of cameras here in the City of Norcross. Flock allows other law enforcement agencies access to that video, via agreements (MOU) between all involved parties.

MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter “**MOU**”) is entered into by and between Flock Group, Inc. with a place of business at 2588 Winslow Drive, Atlanta, GA 30305 (“**Flock**”) and Norcross GA Police Department with a place of business at 65 Lawrenceville St NW, Norcross, GA 30071 (“**Agency**”) (each a “**Party**”, and together, the “**Parties**”).

Whereas, Agency desires to access Flock’s technology platform and Flock Safety dashboard (together, the “**Flock Service**”) for investigative purposes, in order to view and search videos recorded by Flock (“**Recordings**”) which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection;

Whereas, Flock desires to share such videos and supplemental data with Agency pursuant to the following terms and conditions:

1. **Purpose.** To allow the Agency to utilize the Flock Services for the following purpose: to gain awareness with respect to the communities for which they serve to protect and facilitate investigations (the “Purpose”).
2. **Access Rights to Flock Services.** Subject to the terms and conditions contained in this MOU, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Service during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions herein. For purposes of this MOU, “Authorized Users” will mean employees, agents, or officers of Agency accessing or using the Flock Services for the Purpose. Agency acknowledges and agrees that, as between Agency and Flock, Agency shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which would constitute a breach of this MOU, shall be deemed a breach of this MOU by Agency. Agency shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU as applicable to such Authorized User’s use of the Flock Service, and shall cause Authorized Users to comply with such provisions.
3. **Restrictions on Use.** Agency will not, and will not permit any Authorized Users or any third party to, (i) copy or duplicate any of the Flock Service; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Service is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Service, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of

the Flock Service; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Service; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2. Agency may only access Recordings and Flock Service to perform the Purpose, as described in Section 1. Agency shall not use the Flock Service in any manner not permitted by appropriate governing Federal and State regulations or laws; Agency represents and warrants that, in receiving access to Flock Services, such video and supplemental data shall be used solely for purposes authorized by law and described in this MOU.

4. **Ownership.** As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title and interest in and to the Flock Service, and its components and any Recordings or data provided by Flock through the Flock Service, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this MOU. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

5. **Warranty.** Flock and its licensors make no express or implied warranty as to the conditions of the Recordings, or fitness for a particular research, data, investigative purpose or resulting actions or omissions resulting from videos and supplemental data obtained by Agency through the use of Flock Services.

6. **Financial Implications to Agency.** No financial commitment by Agency is required to access the Flock Services or Recordings.

7. **Term; Termination.**

A. **Term.** This MOU will commence once executed by both parties and shall continue for a period of Five (5) years.

B. **Termination.** Prior to expiration of the Term, Flock may terminate this MOU for its convenience, and in its sole discretion, by providing Agency thirty (30) days prior written notice of termination. Agency may terminate this MOU for its convenience, and in its sole discretion, by providing Flock ninety (90) days prior written notice of termination. Either party may terminate this MOU upon written notice if the other party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Upon termination of this MOU, Agency will

immediately cease all use of Flock Services. This MOU is subject to termination without written notice after expiration of the Term.

8. Indemnification. Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Service. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties.

9. Limitation of Liability.

A. Limitation on Direct Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN THE FEES PAID TO FLOCK UNDER THIS MOU, OR \$100 IN UNITED STATES CURRENCY, WHICHEVER IS GREATER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

B. Waiver of Consequential Damages. IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Confidentiality.

A. Obligations. During the performance of services and Agency's use of the Flock Service under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions.

i. The term "Agency Confidential Information" shall mean any material, data, systems, procedures and other information of or with respect to Agency that is not be accessible or known to the general public, including information concerning its hardware, software, business plans or opportunities, business strategies, finances, employees, and third-party proprietary or other information that Agency treats as confidential. Flock shall not use, publish or divulge any Agency Confidential Information except (i) in connection with Flock's provision of Software and services pursuant to this Agreement, (ii) to Flock's officers, directors, employees, agents and contractors who need to know such information to enable Flock to provide Software and services pursuant to this Agreement, or (iii) with the prior written consent of Agency, which consent Agency may withhold in its sole discretion.

ii. The term "Flock Confidential Information" means any material, data, systems, procedures and other information of or with respect to Flock that is not accessible to or known to the general public, including, without limitation, the software, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support third-party proprietary or other information that Flock treats as confidential. Agency shall not use, publish or divulge any Flock Confidential Information except (i) to its employees, agents and officers who need to know such information to enable Agency to use the Flock Services, or (ii) with the prior written consent of Flock, which consent Flock may withhold in its sole discretion.

iii. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each party to protect confidential information received from the other party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning the Confidentiality section herein, shall survive any termination of this MOU.

B. Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third-party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act shall not be considered a breach

of this MOU; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

11. **Entire Agreement.** This MOU is complete and contains the entire understanding between the Parties relating to the sharing of Recordings and Confidential Data by and between Flock and Agency. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by both Parties.

12. **Severability.** Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

13. **Miscellaneous.** All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission To the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. This MOU shall be governed by the laws of the state in which the Agency is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

BY: Flock Group, Inc.

Flock Group, Inc.

Agency

By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



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

City of Norcross

Legislation Details (With Details)

File #:	21-6049	Version:	A
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/15/2021 6:30 PM	In Control:	Policy Work Session
Title:	Business Development Manager		

Sponsors:

Code Sections:

Attachments:

1. [PWS Memo Business Development Manager Position 2.15.21](#)
2. [Business Development Manager Job Description](#)

Title
Business Development Manager

Drafter
William Corbin



City of Norcross

To: Mayor and City Council
 From: William Corbin, Economic Development Director
 Date: 2/15/2021
 Re: City of Norcross Business Development Manager Position

Summary: The City of Norcross Economic Development Department is requesting approval to add the full time position of 'Business Development Manager' to the Economic Development Department and to authorize a budget amendment moving the appropriate amount of funds in Economic Development from Contract Labor to Salary/Benefits in order to financially cover this position through the end of Fiscal Year 2021.

Background: The Economic Development Coordinator position is currently funded via contract. I would like to bring this position in-house. In my professional opinion, bringing the position in house with a title of Business Development Manager, will help facilitate and enable greater flexibility and efficiencies as it pertains to completing the tasks and goals of the department, including the support of residential/commercial projects and investment as well as the health of our local economy when it comes to Business Retention & Expansion (BRE).

Per the Human Resources Department, I anticipate a start date of May 2021 for this new employee. That means that this current FY21 budget year would be affected for the last four months of this fiscal year (May-August 2021). The fiscal impact to the budget for May-August 2021 will be approximately \$31,000. We will have enough funds left in the current contract to cover this difference.

I am therefore asking for budget amendment approval to have \$31,000 in funds moved from Contract Labor to Salary/Benefits, in order to cover May-August 2021.

Additionally, please note that currently, the department allocates \$60,000 towards the Economic Development Coordinator position. However, that figure is not inclusive of benefits. The total budget amount, including benefits, for the identical \$60,000 salary, is \$90,530 (this is the amount that will be requested for the full time Business Development Manager position when the budget review process begins for Fiscal Year 2022).

JOB TITLE:

Business Development Manager

JOB SUMMARY:

The purpose of this position is to support the Economic Development Department towards achieving its goal of growing the local economy through the encouragement of investment and development throughout the city.

The incumbent in this position will be responsible for helping the Economic Development Director to manage the city's economic development programs and services. This includes duties such as interfacing with businesses and other stakeholder organizations in the community as well as promoting the city to prospective investors.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Active and regular engagement of existing business establishments throughout the city
- Represent and promote the City of Norcross to prospective businesses, investors and developers
- Project management assistance (social demographics/economic research, site selection analysis, etc.)
- Help liaise with, coordinate, and attend monthly meetings of the Downtown Development Authority (DDA) as well as the citywide Norcross Development Authority (NDA).
- Attendance at various meetings of local chambers of commerce and other civic/business organizations, as necessary
- Assist with the planning and execution of various events focused on supporting the overall goals of the department
- Interface with and maintain meaningful and effective professional relationships with the various local, county and state economic development partner organizations
- Attendance at industry events and conferences as well as professional development events
- Work closely with planning and zoning staff on projects relating to real estate development as well as new businesses

EDUCATION AND/OR WORK EXPERIENCE REQUIREMENTS:

- Bachelor's or Master's degree in Public Administration, Business Administration, Public Policy, Political Science or similar field
- Minimum of one to three years of experience

COMPETENCIES:

- Strong verbal and written communication skills, including public speaking
- Skilled in interpersonal relations and relationship building
- Detail-oriented personality
- Skill in planning, organizing, coordinating and executing projects
- Knowledge and ability to comprehend and analyze demographics/business market research
- Ability to work independently and follow through on assignments with minimal direction

- Ability to work a flexible schedule to include some nights/weekends in order to attend meetings, events or handle special projects

SALARY:

\$55,000+

To apply, please send a resume and cover letter to hr@norcrossga.net.



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

City of Norcross

Legislation Details (With Details)

File #:	21-6050	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/15/2021 6:30 PM	In Control:	Policy Work Session
Title:	Private Road		

Sponsors:

Code Sections:

Attachments:

1. [275 summerour Street Private Road](#)

Title
Private Road

Drafter
Matthew Zaki



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

MEMO

To: Mayor & Council
From: Matthew Zaki , City Engineer

RE: Request to allow a private Road at 275 Summerour St. to serve the 14-lot townhome development

The applicant Peter Bright with Capital City properties LLC is requesting that the road servicing the 14-lot townhome development located at 275 Summerour St NW at the intersection of Buford Highway and Summerour Street be accepted as shown on the development plans as a private road in addition to limiting the sidewalk to one side of the road and the reduction of the sidewalk width from the required 5' to 3' only.

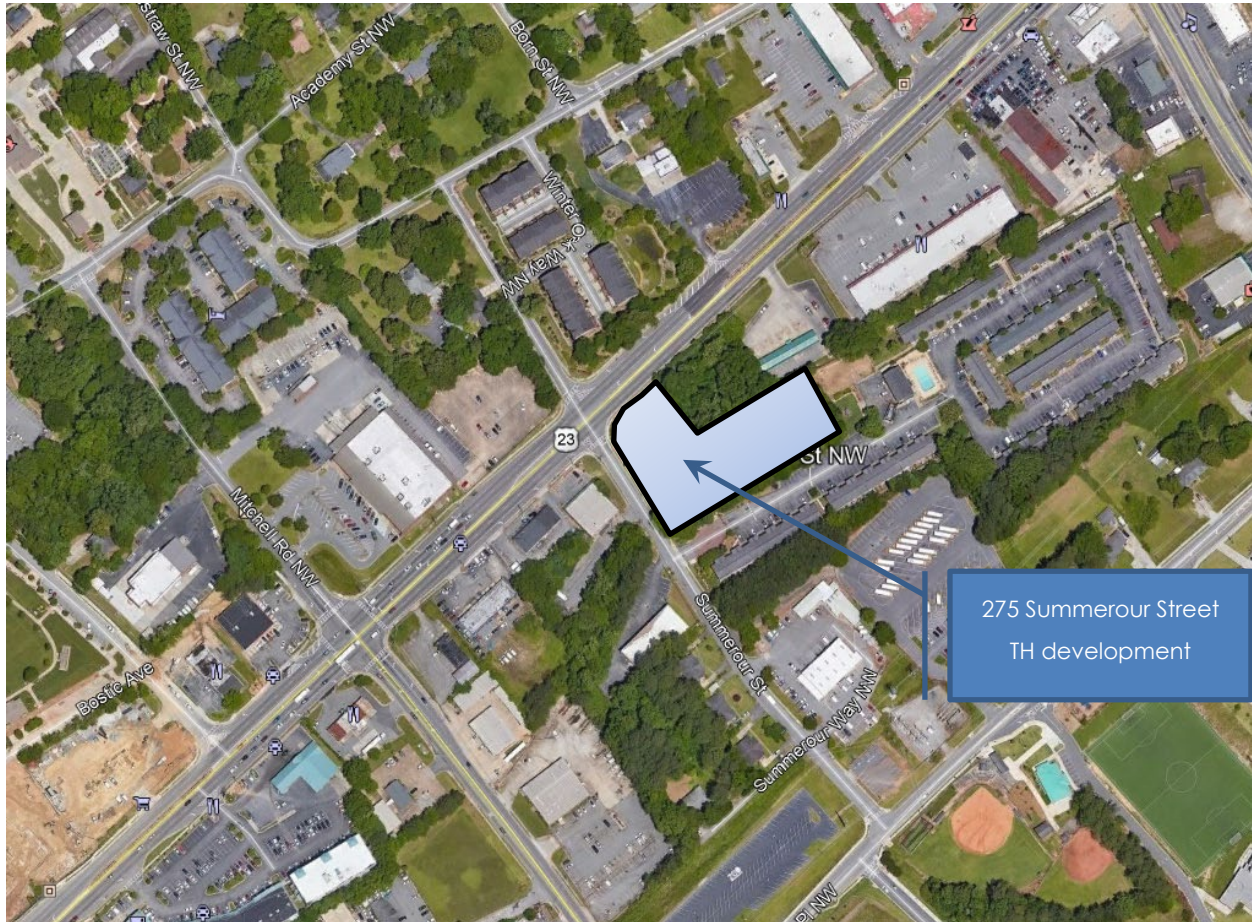
The justification for this request is to avoid any further impact to the 75' impervious setback and the 50' undisturbed City buffers. The presence of a stream and its associated buffers limits the site accessibility along the frontage along Summerour Street to the shown location of the development plans.

It's my prefessional opnion that accepting this road as private will not impact any future connectivity for the city.

Attachment: 275 summerour Street_Private Road (21-6050 : Private Road)



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

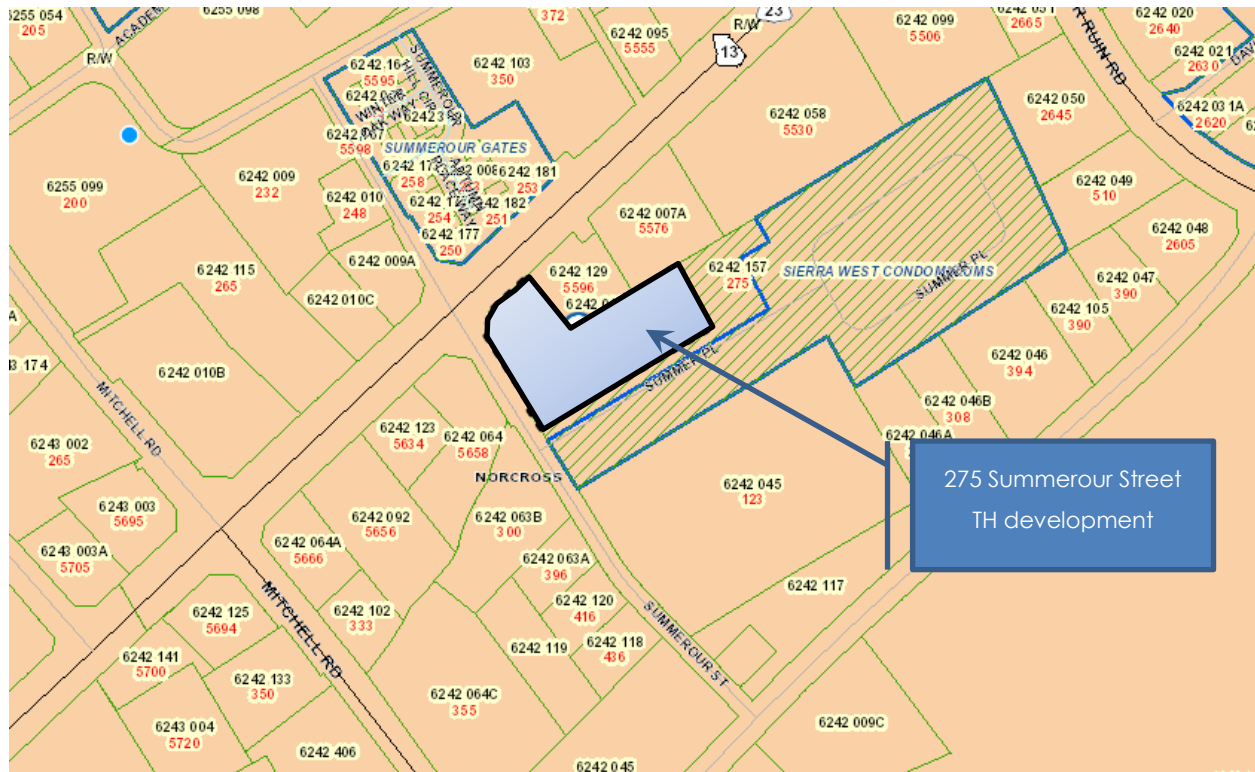


Attachment: 275 summerour Street_Private Road (21-6050 : Private Road)

65 LAWRENCEVILLE STREET, NORCROSS, GEORGIA 30071
(678) 421-2027 **UPSTAIRS CITY HALL** (770) 242-0824 **FAX** (770) 448-2111 **POLICE DEPARTMENT**
<http://www.norcrossga.net>



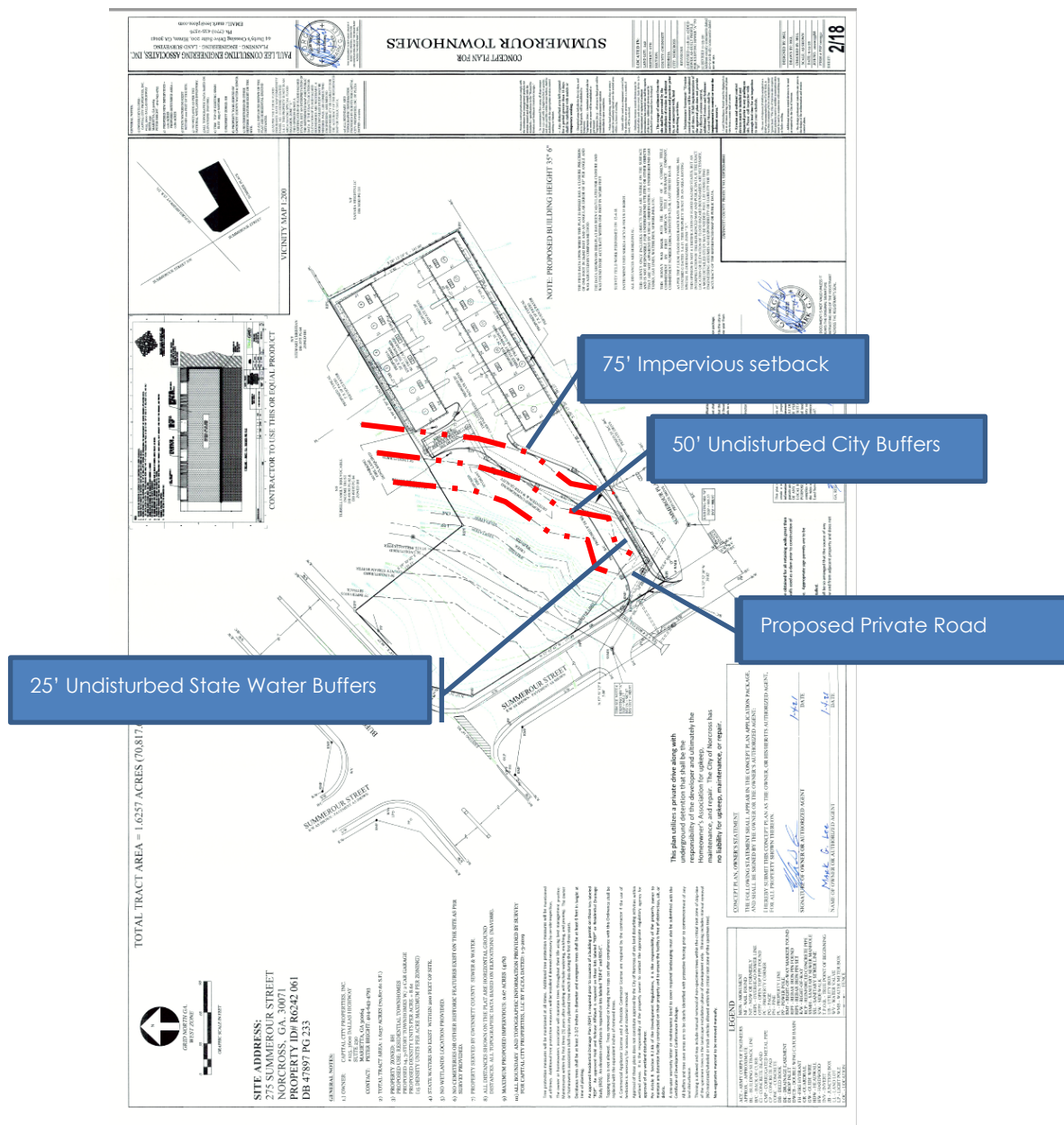
MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **MATT MYERS** ·
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Attachment: 275 summerour Street_Private Road (21-6050 : Private Road)

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



Attachment: 275 summerour Street_Private Road (21-6050 : Private Road)



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

City of Norcross

Legislation Details (With Details)

File #:	21-6047	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/15/2021 6:30 PM	In Control:	Policy Work Session
Title:	Walk Friendly		

Sponsors:

Code Sections:

Attachments:

1. [International Charter for Walking Agenda Item](#)

Title
Walk Friendly

Drafter
Tracy Rye



Community Development and Planning

TO: Mayor and Council

FROM: Tracy Rye, AICP, Community Development and Planning Director

AGENDA: February 15, 2021

ITEM: Adoption of International Charter for Walking

Request

Adoption of the attached International Charter for Walking.

Background

In 2016, the City of Norcross applied for a Walk Friendly Designation from Walk Friendly Communities. The designation ultimately was not approved and feedback consisted of a “Needs Attention” response to all of the reviewed designation categories (Community Profile; Status of Walking; Planning; Education & Encouragement; Engineering; Enforcement; and Evaluation).

In 2019, the City adopted both a new Comprehensive Plan and a new Unified Development Ordinance (UDO). The Comprehensive Plan, through the Community Work Program (CWP), identified several items that the City desires to accomplish over the 2019-2024 planning horizon. Two of the top implementation items in the planning horizon include establishing a sidewalk connectivity program and dedicating annual funding to sidewalk improvements, along with maintaining the City’s platinum Green Communities certification. Further in the CWP, item SQ23 states that the City will pursue Walk Friendly Certification in 2023 and 2024.

As part of the UDO, the City has expanded requirements for sidewalks and trails and heightened the requirements for connectivity and separately prepared an updated ADA Transition Plan. The City has definitely made improvements since 2016, but still needs to make more incremental improvements in the areas identified above before applying for Walk Friendly Certification in the coming years. Staff will continue to plan for and ask to program

those incremental improvements in upcoming budgets until such time as enough progress has been made toward applying for the Walk Friendly Community designation again.

The first step identified in the Community Profile is the adoption of the attached International Charter for Walking. In essence, the City would be committing to the following as it continues through this process:

“...reducing the physical, social and institutional barriers that limit walking activity.

We will work with others to help create a culture where people choose to walk through our commitment to this charter and its strategic principles:

- 1. Increased inclusive mobility*
- 2. Well designed and managed spaces and places for people*
- 3. Improved integration of networks*
- 4. Supportive land-use and spatial planning*
- 5. Reduced road danger*
- 6. Less crime and fear of crime*
- 7. More supportive authorities*
- 8. A culture of walking”*

Staff Recommendation

Adoption of the International Charter for Walking



International Charter for Walking

**Creating healthy, efficient and sustainable communities
where people choose to walk**

I, the undersigned recognize the benefits of walking as a key indicator of healthy, efficient, socially inclusive and sustainable communities and acknowledge the universal rights of people to be able to walk safely and to enjoy high quality public spaces anywhere and at any time. We are committed to reducing the physical, social and institutional barriers that limit walking activity. We will work with others to help create a culture where people choose to walk through our commitment to this charter and its strategic principles:

1. *Increased inclusive mobility*
2. *Well designed and managed spaces and places for people*
3. *Improved integration of networks*
4. *Supportive land-use and spatial planning*
5. *Reduced road danger*
6. *Less crime and fear of crime*
7. *More supportive authorities*
8. *A culture of walking*

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed
this ____ day of March 2021

Craig Newton, Mayor

ATTEST:

Monique Lang, City Clerk

www.walk21.com



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

City of Norcross

Legislation Details (With Details)

File #:	21-6051	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/15/2021 6:30 PM	In Control:	Policy Work Session
Title:	Civic Club Membership		

Sponsors:

Code Sections:

Attachments:

1. [Civic Club Membership Memo](#)

Title

Civic Club Membership

Drafter

Eric Johnson



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

TO: Mayor and City Council

FROM: Eric R. Johnson, City Manager

DATE: February 8, 2021

SUBJECT: Civic Club Membership

Presented By: Eric Johnson, City Manager

Part of engaging with the local community involves participation in activities that expand personal and professional relationships in the area. Civic membership is one such activity. To that end, participation in the local Rotary chapter, in which the former City Manager engaged, is recommended.

Section 14 of the City Manager employment agreement, dated October 12, 2020, provides for the City Manager to become a member of any one civic club “subject to the approval of the Mayor and Council, for which Employer shall pay all expenses. Employee shall report to the Employer on each membership that he has taken out at Employer’s expense.”

It is the City Manager’s intent to join the Rotary Club of Peachtree Corners. Membership has been approved by the local Rotary.

While the quarterly fee is currently reduced, it is understood that the post-Covid fee would be \$400 quarterly. Sufficient funds are currently available in the 2020-2021 budget: To date, \$1,232 has been charged to the City Manager’s annual dues and fees budget of \$3,500, for 2021 annual membership in the International City/County Managers Association (ICMA).

Staff Recommendation: Approve City Manager Membership in the Rotary Club of Peachtree Corners.

Funding Source: City Manager dues and fees budget



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

City of Norcross

Legislation Details (With Details)

File #:	20-5972	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/15/2021 6:30 PM	In Control:	Policy Work Session
Title:	Reactivation of the Parks and Greenspace Commission		

Sponsors:

Code Sections:

Attachments:

1. [MC 12-21-2020 Meeting](#)
2. [Memo - Norcross Walkable Watershed Trail](#)
3. [ORDINANCE NO. XX-2021 Parks, Green Spaces and Trails Commission rev. 3](#)

Title

Reactivation of the Parks and Greenspace Commission

Drafter

Councilmember Bruce Gaynor



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMAN **ANDREW HIXSON** • COUNCILWOMAN **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** • COUNCILMAN **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

To: Mayor and Council

From: Sonya Isaac, Special Projects Manager

Date: December 21, 2020

Re: Proposal to reactive Parks, Green Spaces, and Trails Commission

Due to the inquiries and interest from several residents within the city regarding green spaces and trails, the city would like to reactive the Parks, Green Spaces, and Trails Commission that was proposed to the council on April 3, 2006. See attached document.

Following the 2016 Parks Master Plan and the 2040 Norcross Comprehensive Plan that prioritizes connectivity utilizing various greenways and trails, the city would begin to implement the recommendations outlined in the adopted plans when the commission is reactivated.

Attachment: MC 12-21-2020 Meeting (20-5972 : Reactivation of the Parks and Greenspace Commission)

10. Consent Agenda

- 10 - 1 Reappointment of Don Thompson to P & Z Board of Appeals
- 10 - 2 Proposal to change utility billing late fees from 10th to the 15th of the month.
- 10 - 3 Norcross Garden Club tree dedication - 10 a.m. on May 15th dedicated to "First Responders".
- 10 - 4 Policy for use of DOT regulations for private road development.
- 10 - 5 Ratification of sexual harassment policy.
- 10 - 6 Ratification of Parks and Green Space Commission "Citizen Board".
- 10 - 7 Ratification of Development Regulations.
- 10 - 8 Authorize Norcross Art Fest Committee to replace brick veneer on the gazebo in Thrasher park.
- 10 - 9 Authorize Norcross Art Fest Committee to place a plaque on the Amphitheatre in Thrasher Park.
- 10 - 10 Approval for employees to donate vacation or sick hours to an administrative employee who needs additional sick hours to attend to a close relative. These gifts will not exceed 40 hours from an individual employee.

11. Unfinished Business

- 11 - 1 Funding and job description for Events Coordinator/Public Information Officer Position.
- 11 - 2 City Website.
- 11 - 3 Appoint CID Board Member.
- 11 - 4 Acceptance of new verbage for Building Plan Review and City Engineer Review.
- 11 - 5 Community Development Fee Schedule.
- 11 - 6 Architectural Review Board.

(Continued on next page)

10 - 6

**City of Norcross Georgia
Mayor and Council Meeting
Agenda Request**

I. Department: Community Development
 Department Head Authorization: Clark Patterson Associates
 Date Submitted: March 27, 2006
 Work Session Date: March 27, 2006
 Council Meeting Date: April 3, 2006
 Tabled From/To: _____
 Submitting Person: Clark Patterson Associates
 Citizen Request: _____

II. Item of Business: Consent Agenda

(The wording as presented will be the exact wording to be entered into the records of the City of Norcross, Georgia unless officially amended at the time of presentation)

Motion to ratify a Parks and Green Space Commission "Citizen Board"

(The City Clerk or Governing Authority introducing and presenting the following request certifies that to the best of the City's knowledge that it is not in conflict with City State or Federal codes)

Foregoing motion by _____ Seconded by _____ Vote: _____ Ayes _____ Nays

Amended motion by _____ Seconded by _____ Vote: _____ Ayes _____ Nays

III. Staff Recommendation:

IV. Financial Action Required: _____ yes _____ xx no

BUDGETED	ACCT. TITLE	CURRENT BAL.	REQUESTED	DEPT. HEAD
yes _____ no _____				

Budgetary references made with each individual item when necessary.

V. Other comments in addition to written information submitted:

Back up information attached _____ yes _____ no

VI. Attorney Comments:

Attachment: MC 12-21-2020 Meeting (20-5972 : Reactivation of the Parks and Greenspace Commission)

Proposal for a PARK AND GREEN SPACE COMMISSION

3/22/06

Introduction

We believe that park space is an important part of a healthy city. As structural density increases public park space provides a critical balance. As Norcross has pursued the concept of "live, work and play" residential density has increased resulting in smaller yards for private recreation. The land use inventory of Norcross included in the 2001 LCI Study cited "Missing land use components include medium density residential and parks. A greater variety of housing and more recreational areas are needed for a more livable center" (page 6 of the report). The Preference Survey Results cited "Urban open spaces and pocket parks are preferred" (page 16 of the report).

Since the LCI Study the City has wisely purchased three green spaces but has not focused on their use. The existing parks in Norcross appear to be minimally maintained. Norcross does not have the available acreage to construct large scale recreational parks so it must carefully oversee and preserve what it has with an eye to best use. We feel there is need for a commission that focuses specifically on the development, use and maintenance of these valuable spaces.

It is important to understand that this proposal is not intended to imply any lack of performance on the Public Works Department, but rather to ensure that parks and greenspace needs are given adequate priority by the Council. The Commission will work closely with Public Works in formulating plans and determining budget requirements for implementation.

The Purpose of the Park and Green Space Commission

To advise City Council regarding the best use, development and maintenance of the parks and green spaces within the City of Norcross, and to provide a focal point for citizen inputs on these issues

The Structure of the Park and Green Space Commission

Similar to the citizen volunteers of the Tree Commission, the Park and Green Space Commission will include five individuals, appointed by the City Council, each serving a term of two years. No term limits. No less than four of the Park and Green Space Commission members must be citizens of Norcross. The Park and Green Space Commission will have the authority to assemble committees to further specific projects, and at least two of those committee members must be citizens of Norcross.

The Park and Green Space Commission will seek input, guidance and recommendations from professionals in the urban planning and landscape industries and from professionals in local, state and federal organizations, such as The Trust For Public Land and the

Georgia Green Space Commission, when developing plans for the parks and green spaces within Norcross.

Functions of the Park and Green Space Commission

- Formulate plans for use, development and maintenance of parks and green spaces within the City.
- Establish priorities for implementation of plans.
- Determine budget requirements relative to each plan.
- Organize committees to support the creation of plans.
- Obtain citizen input as to use, development and priority of plans.
- Identify and pursue sources of funding for plans.
- Assist the City in coordinating the implementation of plans.
- Prepare new or revised ordinance and code proposals to ensure proper use of our parks and greenspaces

Meetings of the Park and Green Space Commission

The Park and Green Space Commission will hold regularly scheduled and announced meetings no less than once a month which will include a forum for public input and which will advise the public of decision points elected by the commission.

Preliminary Inventory of Parks and Green Spaces

The City currently identifies ten parks/green spaces within the city limits:

1. Betty Mauldin Park, a passive park with benches, fountain and bell.
2. Rossie Brundidge Park, a recreation park including baseball field, basketball court, small child play area, pavilion with kitchen, barbeques and parking.
3. South Point Park, a passive park with concrete pathway.
4. Thrasher Park, an historic, semi-recreational park including a tennis court, small child play area, pavilion, gazebo, benches, picnic tables, barbeques, concrete pathways and parking.
5. Johnson Dean Park (Barton Street Parcel), an undeveloped green space located on Barton Street containing an abandoned commercial building.
6. Fickling Lake Parcel, an undeveloped green space located on Longview Drive containing a pond.
7. Pinnacle Pointe Park, a landlocked, undeveloped green space near Pinnacle Pointe Drive.
8. Cemetery Park, an historic grave site with a pavilion.
9. Cemetery Field, a football field, maintained and scheduled by Gwinnett County.
10. Lillian Webb Field, a baseball field, maintained and scheduled by Gwinnett County.

(signed)

Patricia Pritchard
Meryl Wilkerson

MEMO

TO: Mayor and Council
FROM: Tixie Fowler
SUBJECT: Norcross Walkable Watershed Trail
CC: Eric Johnson, City Manager

Imagine taking an innovative, grass roots approach to economic development that fosters our community's health both tangibly and intangibly. The proposed trail recognizes Norcross' natural, cultural, historical and economic assets, and makes them more accessible, engaging and inclusive for citizens. The envisioned project takes advantage of existing infrastructure and natural landscapes, incorporates key goals identified in community planning documents, and supports the city's efforts to reduce its environmental impact as a Green Community.

Developing the Watershed Trail will engage the collective creativity of residents, local institutions, city boards and city staff, inviting a collaboration that results in a viable walking trail that not only connects individuals to our own community's assets, but also connects Norcross to similar visions in neighboring cities, and even across the region.

ORDINANCE NO. ____ - 2021

An Amendment to Article V of Chapter 2 of the City Code of Ordinances to add a new Section 2-154 to create the Parks, Green Spaces and Trails Commission pursuant to Section 3.11 of the Norcross City Charter, and for the purposes set forth therein, including but not limited to advising the Mayor and City Council regarding the best use, development and maintenance of the parks, green spaces, and trails within the City of Norcross, and to provide a focal point for citizen inputs on the forgoing issues, and for Other Purposes as Stated Herein:

WHEREAS, Sec. 3.11 of the Norcross City Charter grants the City Council the authority to create by ordinance such boards, commissions and authorities to fulfill any investigative, quasi-judicial or quasi-legislative function the city council deems necessary and shall by ordinance establish the composition, period of existence, duties and powers thereof; and

WHEREAS, Sec. 3.11 of the Norcross City Charter further delineates the manner in which the members of such boards, commissions and authorities are appointed, how vacancies are filled for the unexpired term of a member, how such members may be removed from office, that the qualifications of such members are to be proscribed by ordinance, and the general terms and organization of such boards, commissions and authorities; and

WHEREAS, the Mayor and Council of the City of Norcross find that parks, green spaces, and trails are an important part of a healthy city; and

WHEREAS, the Mayor and Council of the City of Norcross further find that Norcross has pursued the concept of “live, work and play” and that as residential density has increased, the space for recreation on residential properties has decreased, resulting in the need for additional public green space, trails and public parks; and

WHEREAS, the land use inventory of Norcross included in the Atlanta Regional Commission’s Livable Centers Initiative (“LCI”) study suggests that more parks and more recreational areas are needed for a more livable center in Norcross; and

WHEREAS, the Mayor and Council of the City of Norcross further find that it is in the best interest of the health, welfare and safety of the citizens of Norcross and the public at large that a new commission be created to advise the City Council on the best use, development and maintenance of the parks, green spaces, and trails within the City of Norcross and to provide a focal point for citizen inputs on such issues;

NOW THEREFORE, the Mayor and Council hereby amend Article V of Chapter 2 of the Code of Ordinances of the City of Norcross to add a new Section 2-154 to activate the Norcross Development Authority, as is more particularly set forth below.

An Amendment to the City Code of Ordinances, Article V of Chapter 2, entitled “Boards, Commissions and Authorities.”

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

I. AMENDMENT.

Article V of Chapter 2, entitled “Boards, Commissions and Authorities” of the Code of Ordinances for the City of Norcross, shall be amended by adding a new Sec. 2-154, as follows:

“Sec. 2-154. – Parks, Green Spaces and Trails Commission.

- (a) *Finding of need and creation.* There is hereby determined and declared to be a present and future need for a commission to advise the City Council on the best use, development and maintenance of the parks, green spaces, and trails within the City of Norcross and to provide a focal point for citizen inputs on such issues.
- (b) *Creation.* Pursuant to the authority granted under the city Charter, the Mayor and City Council do hereby create a body named the Parks, Green Spaces and Trails Commission.
- (c) *Duties and responsibilities.* The Parks, Green Spaces and Trails Commission shall have the following duties and responsibilities:
 - (1) To formulate plans for the best use, development and maintenance of the parks, green spaces, and trails within the City of Norcross.
 - (2) To establish priorities for the implementation of such plans.
 - (3) To determine budget requirements relative to each such plan.
 - (4) To organize and assemble committees to further specific projects and to support the creation of such plans. Each such committee shall have at least two members that are citizens of the City of Norcross.
 - (5) To obtain citizen input as to use, development and priority of such plans.
 - (6) To identify and pursue sources of funding for such plans.
 - (7) To assist the City in coordinating the implementation of plans.

- (8) To prepare new or revised ordinance and code proposals to ensure proper use of parks, trails, and greenspaces within the City of Norcross.
 - (9) To seek input, guidance, and recommendations from professionals in urban planning and landscape industries and from professionals in local, state, and federal organizations such as the Trust for Public Land and the Georgia Community Green Space Commission, when developing plans for the parks, green spaces and trails within Norcross.
 - (10) To hold regularly scheduled meetings and announced meetings not less than once per month which will include a forum for public input and to advise the public of decisions made by the commission.
 - (11) To prepare and present a proposed budget to the Mayor and Council for its operation not later than 60 days prior to the beginning of each fiscal year.
- (d) *Membership and terms.* The Parks, Green Spaces and Trails Commission shall consist of a board of directors, all members of which shall be appointed by the Mayor and City Council by resolution under the following terms:
- (1) *Members.* The Parks, Green Spaces and Trails Commission shall be comprised of five members. A minimum of four members shall be citizens of the city. Members shall serve at the pleasure of the Mayor and City Council.
 - (2) *Terms of members.* Each member shall be appointed for a term of four years.
 - (3) *Qualifications.* The membership of the Parks, Green Spaces and Trails Commission shall consist of taxpayers residing in the city who, in the opinion of the Mayor and City Council, are qualified by experience and training to advise the City Council on the best use, development and maintenance of the parks, green spaces, and trails within the City of Norcross and to provide a focal point for citizen inputs on such issues and are not employees of the city.
 - (4) *Quorum and voting.* A simple majority of the board shall constitute a quorum.
 - (5) *Chairperson.* The Parks, Green Spaces and Trails Commission shall annually select one of its members to serve as chairperson.
 - (6) *Secretary of the board.* The chairperson of the Parks, Green Spaces and Trails Commission shall appoint a secretary of the board and shall make a detailed record of all its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member and any failure of a member to vote.
- (e) *Bylaws and regulations.* The Parks, Green Spaces and Trails Commission may make bylaws and regulations for its governance and may delegate to one or more of its officers, agents, and employees such powers and duties as may be deemed necessary and proper.
- (f) *Public hearings.* The Mayor and Council do hereby appoint the person who holds the office of City Attorney from time to time and/or the person who holds the office of City Clerk from time to time to act as the hearing officer duly empowered to conduct such public hearings as may be necessary regarding matters involving the Parks, Green Spaces and Trails Commission and empowers either of them to take such actions as may be necessary or appropriate in the conduct of such office.

- (g) *Dissolution of the board.* The Mayor and Council shall have the power to dissolve the Parks, Green Spaces and Trails Commission by ordinance.”

II. SEVERABILITY.

In the event that any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjunction shall in manner affect the other sections, sentences, clauses, or phrases of this Ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally part thereof.

III. REPEALER.

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

IV. EFFECTIVE DATE.

This Ordinance shall become effective immediately and shall remain in effect until revised or repealed by further action of 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 _____, 2021.

Craig Newton, Mayor

ATTEST:

Monique Lang, City Clerk



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

City of Norcross

Legislation Details (With Details)

File #:	21-6052	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	2/15/2021 6:30 PM	In Control:	Policy Work Session
Title:	Norcross Distillery Ordinance Proposal		

Sponsors:

Code Sections:

Attachments:

1. [Norcross Distillery Ordinance](#)

Title
Norcross Distillery Ordinance Proposal

Drafter
Councilmember Matt Myers



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

Summary: Currently the city of Norcross does not have an ordinance to allow the manufacturing of distilled spirits within city limits. Proposal for modification or additional to UDO to include allowance for Micro-Distillery or Craft-Distillery in the city limits of Norcross, to include on premise taproom sales, Sunday sales and offsite sales.

Notable breweries/distilleries:

NOFO Brewing and Distillery, Cumming, GA
Wild Leap Brewing and Distillery, Lagrange, GA
Scofflaw Brewing and Distillery, Atlanta, GA
Redhare Brewing and Distillery, Marietta, GA

Cities that have recently approved or adopted similar ordinances:

Tucker separates breweries and distilled spirits manufacturing in definitions and in our Use Table. Definitions in Zoning Ordinance:

- *Alcohol manufacturing (brewery)* means a light malt beverage manufacturer licensed by the state as a brewery. All state and federal licensing and regulatory requirements shall be met prior to the approval of a certificate of occupancy. Such establishment may include restaurants as an accessory use.
- *Alcohol manufacturing (distilled spirits)* means any maker, producer, or bottler engaging in distilling, rectifying, or blending any distilled spirits; provided, however, that a vintner that blends wine with distilled spirits to produce a fortified wine shall not be considered a manufacturer of distilled spirits. All state and federal licensing and regulatory requirements shall be met prior to the approval of a certificate of occupancy.
- *Distilled spirit* means any alcoholic beverage obtained by distillation or containing more than 24 percent alcohol by volume.

Decatur

Craft distillery: A building or group of buildings where distilled spirits are manufactured (distilled, rectified or blended), bottled, packaged, and distributed for wholesale and/or retail distribution, at a rate of production that does not exceed 60,000 gallons annually.

Chamblee

Craft distillery: A building or group of buildings where distilled spirits are manufactured (distilled, rectified, or blended), bottled, packaged, and distributed for wholesale and/or retail distribution.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS** •
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Peachtree Corners allows micro distilleries in several districts and also references the GA code.

Lilburn, Suwanee allow it in their Alcohol Codes, but it does appear to be mentioned in Zoning.

Sugar Hill allows distilleries in Central Business District when there is no outdoor storage, and a restaurant or taproom is included.

Georgia: Governor Nathan Deal signed Senate Bill 85 into law on May 8, 2017. SB 85 allows manufacturers of distilled spirits and malt beverages to sell a limited amount of the products they produce directly to the public for consumption both on and off a manufacturer's premises. These manufacturers may only sell distilled spirits and beer that have been manufactured on-site, and they may only sell to consumers who visit the distiller's or brewer's manufacturing location.

Matt Myers
City Council Member
City of Norcross
65 Lawrenceville Street
Norcross, Georgia 30071
www.norcrossga.net

Attachment: Norcross Distillery Ordinance (21-6052 : Norcross Distillery Ordinance Proposal)