City of Norcross

65 Lawrenceville Street

Norcross, GA 30071

Meeting Agenda

Monday, March 16, 2026

6:30 PM

2nd Floor Conference Room

Policy Work Session

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

Livestream Here:

https://norcrossga.portal.civicclerk.com/event/183/media

A. Roll Call (recorded)

B. Citizen Input

C. Board Updates

Parks, Green Spaces, and Trails Commission

D. General Updates

FY2025 Audit Presentation, Josh Caroll-Partner with Mauldin & Jenkins

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:

Norcross Public Arts Commission

H. Items for Discussion

1. 2026-89: Bond Financing for the Public Safety Building

Authorization to issue debt financing for the Public Safety Building.

Attachments:
1. Agenda Report - Authorize Financing for Public Safety Building
2. Norcross Public Safety CF 2026.03.06
3. Cash Flow remaining as of 030426 Snapshot

2. 2026-104: Appropriation of 2023 SPLOST Administration and Transportation funds

Approve appropriation of 2023 SPLOST Administration and Transportation funds for the Public Safety Building & additional paving projects.

Attachments:
1. Agenda Report - Budget Amendment - SPLOST Appropriation
2. Budget Amendment Item 03162026-1

3. 2026-99: Resolution to update Authorized users for Georgia Fund 1

Approve a resolution authorizing the City's Finance Director and Assistant Finance Director to access the Georgia Fund 1 investment account managed by the Georgia Office of the State Treasurer (OST).

Attachments:
1. Agenda Report - Resolution to update authorized users of Georgia Fund 1
2. GF1_Resolution_Form (Certifier)

4. 2026-82: RZ2025-007 290 and 300 Academy Street

Recommendation to rezone properties located at 290 and 300 Academy Street.

Attachments:
1. Agenda Report - RZ2025-007; 290 and 300 Academy Street
2. Staff Report
3. Application
4. Impact Analysis
5. Applicant's Requested Zoning Conditions
6. Feasibility Letter from Gilbert E. Quinones, P.E
7. Financial Statement
8. Historic Demolition Questionnaire
9. Historic Survey
10. Proposed Concept Plans and Elevations

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, Historic Demolition and New Home
2. Staff Report
3. Application
4. Engineer Report from Michael Quinn and Associates, P.C.
5. Financial Statement
6. Georgia Historic Resources Survey
7. Historic Demolition Questionnaire
8. Letter from the Applicant, Susan Tanner, received November 24, 2025
9. PowerPoint presentation from the Applicant, Susan Tanner, received in January 2026
10. COA2025-027 Draft Ordinance

6. 2026-67: TEXT2026-002; Amendment to the Unified Development Ordinance

Approval of amendments to the Unified Development Ordinance

Attachments:
1. Agenda Report - TEXT2026-002
2. TEXT2026-002_104-3 Amendments Administrative Appeals 3.9.26
3. TEXT2026-002_On-the-record Review and Appeal to the Mayor and Council Form

7. 2026-83: TEXT2026-003, Amendment to the Unified Development Ordinance

Approval of staff's recommended amendments to the Unified Development Ordinance, with a correction to allow mixed use to remain permitted as of right in the HX, Historic-Mixed Use, Zoning District.

Attachments:
1. Agenda Report - TEXT2026-003; Amendment to the Unified Development Ordinance
2. TEXT2026-003_Proposed Changes Updated

8. 2026-100: Award of Contract for Safety Action Plan

Approve award of contract for Safety Action Plan between the City of Norcross and Kimley-Horn.

Attachments:
1. Agenda report - Award of Contract for Safety Action Plan
2. Proposal Tabulation and Evaluation Summary - RFP PW 26-02
3. Contract Agreement with Kimley-Horn - RFP PW 26-02
4. RFP 26-02 Safety Action Plan
5. Budget Amendment Item03162026-3

9. 2026-107: Direction for Executive Search Services RFP

Provide staff with direction on desired approach for evaluation of proposals submitted in response to City Manager Executive Search Services RFP (RFP HR 26-06).

Attachments:
1. Agenda report - Direction for Executive Search Services RFP
2. RFP Packet - City Manager Executive Search Services

10. 2026-101: Approval of Contract Award for Thrasher Lightning

Approve the contract for Thrasher Park Lighting Project.

Attachments:
1. Agenda Report - Contract Approval for Thrasher Park Lighting
2. OutdoorLights INC Concept
3. Proposal Cost and Contract-TheOutdoorLights

11. 2026-103: Approval of Construction Budget for Expanded Downtown Parking

Approve a Construction Budget and Amendment for the Expanded Downtown Parking future project.

Attachments:
1. Agenda Report, March 16, 2026-Construction Budget for Expanded Downtown Parking
2. Cost Estimate-Base Option- Downtown Norcross Parking w visual
3. Cost Estimate-Option 1 Downtown Norcross Parking with visual
4. Cost Estimate-Option 2 Downtown Norcross Parking w visual
5. Project Schedule -Expanded DT Parking
6. Budget Amendment Item03162026-2

12. 2026-102: Request for Audio-Visual Equipment Upgrades to Council Meeting Spaces

Authorize City staff to identify potential upgrades to the audio-visual (AV) systems in the Council Chambers/Municipal Courtroom, City Hall Conference Room, and City Hall Community Room, and bring back recommendations for improvements and funding.

Attachments:
1. Agenda Report - Request for Audio-Visual Upgrades

13. 2026-106: Discussion of Use of Historic Norcross Library

Discuss options for use of the historic Norcross Library with particular focus on using the accessible downstairs area for a variety of community groups.

Attachments:
1. Agenda Report - Discussion of use of historic Norcross Library

14. 2026-71: Ethics Ordinance Revision

Adopt the attached model ethics ordinance and resolution to update the existing ordinance to the model ordinance published by the Georgia Municipal Association.

Attachments:
1. Agenda Report - Ethics Ordinance
2. Ethics Ordinance Alternative 3.11.26(5289029.1)
3. Ethics Ordinance V.2 2026(5281792.1)
4. Ethics Resolution

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

AGENDA REPORT

To: Mayor and Council

From: Jon Robinson, Finance Director

Meeting Date: March 16, 2026 – Policy Work Session (PWS)

Item No.: 2026-89

Title: Financing for the Public Safety Admin Building

CC: Eric Johnson, City Manager

Recommendation: Authorization to issue debt financing for the Public Safety Building.

Background: The purpose is to request authorization for the City Manager, the Finance Director, and Ed Wall, Managing Director at Piper Sandler, to proceed with securing the remaining financing needed to complete construction of the Public Safety Building. The Public Safety Building (PSB) project is currently in the construction phase, with a targeted completion date of August 2026. To date, the City has funded the majority of the project through previously approved appropriations from the 2023 Administrative SPLOST, RedSpeed revenues, and MEAG funds. These funding sources were strategically applied to reduce the overall amount of borrowing required for the project and to lower the City's long-term financing costs. As construction progresses, additional funding is needed to ensure the project is completed as planned. Authorization of this item will allow staff, in coordination with Piper Sandler and the City Attorney, to evaluate and secure the financing necessary to provide the remaining funds for the completion of.

Financial Impact
The City is expected to borrow approximately $6,000,000 to support completion of the Public Safety Building. Based on a 20-year repayment term, the estimated annual debt service is expected to range from approximately $455,000 to $515,000, depending on the final interest rate, financing structure, and issuance costs. For planning purposes, at an interest rate of 5.0%, annual debt service would be approximately $475,200 to the General Fund.

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

N/A

Attachments Norcross Public Safety CF 2026.03.06
CASH FLOW remaining as of 030426 Snapshot

Update

Norcorss Public Safety Building
Cash Flow Forecast for Construction and Equipment Acquisition.
By: Eric Johnson, Jon Robinson and Ed Wall
6-Mar-26

Sources & Uses			
Sources			
Bond Proceeds		6,000,000	-
Total Sources		6,000,000	
Uses			
Project Fund		5,850,000	
Estimated Cost of Issuance	2.50%	150,000	
Total Uses		6,000,000	

Date	Bond Year	Principal	Interest Rate	Interest	Semi-Annual	Annual
4/1/2026	Closing	-	-	-	-	-
12/1/2026	-	-	4.50%	180,000	180,000	-
6/1/2027	1	190,000	4.50%	135,000	325,000	505,000
12/1/2027	-	-	4.50%	130,725	130,725	-
6/1/2028	2	200,000	4.50%	130,725	330,725	461,450
12/1/2028	-	-	4.50%	126,225	126,225	-
6/1/2029	3	210,000	4.50%	126,225	336,225	462,450
12/1/2029	-	-	4.50%	121,500	121,500	-
6/1/2030	4	220,000	4.50%	121,500	341,500	463,000
12/1/2030	-	-	4.50%	116,550	116,550	-
6/1/2031	5	230,000	4.50%	116,550	346,550	463,100
12/1/2031	-	-	4.50%	111,375	111,375	-
6/1/2032	6	240,000	4.50%	111,375	351,375	462,750
12/1/2032	-	-	4.50%	105,975	105,975	-
6/1/2033	7	250,000	4.50%	105,975	355,975	461,950
12/1/2033	-	-	4.50%	100,350	100,350	-
6/1/2034	8	260,000	4.50%	100,350	360,350	460,700
12/1/2034	-	-	4.50%	94,500	94,500	-
6/1/2035	9	270,000	4.50%	94,500	364,500	459,000
12/1/2035	-	-	4.50%	88,425	88,425	-
6/1/2036	10	285,000	4.50%	88,425	373,425	461,850
12/1/2036	-	-	4.50%	82,013	82,013	-
6/1/2037	11	295,000	4.50%	82,013	377,013	459,025
12/1/2037	-	-	4.50%	75,375	75,375	-
6/1/2038	12	310,000	4.50%	75,375	385,375	460,750
12/1/2038	-	-	4.50%	68,400	68,400	-
6/1/2039	13	325,000	4.50%	68,400	393,400	461,800
12/1/2039	-	-	4.50%	61,088	61,088	-
6/1/2040	14	340,000	4.50%	61,088	401,088	462,175
12/1/2040	-	-	4.50%	53,438	53,438	-
6/1/2041	15	355,000	4.50%	53,438	408,438	461,875
12/1/2041	-	-	4.50%	45,450	45,450	-
6/1/2042	16	370,000	4.50%	45,450	415,450	460,900
12/1/2042	-	-	4.50%	37,125	37,125	-
6/1/2043	17	385,000	4.50%	37,125	422,125	459,250
12/1/2043	-	-	4.50%	28,463	28,463	-
6/1/2044	18	405,000	4.50%	28,463	433,463	461,925
12/1/2044	-	-	4.50%	19,350	19,350	-
6/1/2045	19	420,000	4.50%	19,350	439,350	458,700
12/1/2045	-	-	4.50%	9,900	9,900	-
6/1/2046	20	440,000	4.50%	9,900	449,900	459,800
Total		6,000,000		3,267,450	9,267,450	9,267,450

Norcross Public Safety Building
Cash Flow Forecast for Construction and Equipment Acquisition.
Prepared by: Johnson, Joe Robinson and Ed Wolf
6-Mar-26

Minimum Balance	2,110,991	
Date	8/31/2028	

Annual Table						
Date	Today 3/6/2026	Year 1 12/31/2026	Year 2 12/31/2027	Year 3 12/31/2028	Year 4 12/31/2029	Year 5 12/31/2030
Beginning Cash Balance	-	**8,305,000**	**2,644,224**	**4,135,198**	**4,935,216**	**5,005,491**
Cash Inflow						
Red Speed	165,000	843,333	686,667	-	-	-
SPLOST (Building Portion)	2,200,000	1,200,000	1,200,000	1,200,000	525,000	-
General Fund Balance	6,000,000	-	-	-	-	-
Bond Proceeds	-	8,600,000	-	-	-	-
Total Cash Inflow	8,365,000	7,800,000	1,886,667	1,200,000	525,000	-
Cash Outflow						
Public Safety Building	-	(13,364,108)	-	-	-	-
City Hall Renovations	-	(50,000)	-	-	-	-
Parkinson Park Driveway	-	-	-	-	-	-
Debt Service		(106,668)	(455,703)	(456,983)	(457,725)	(458,000)
Total Cash Outflow	-	(13,414,108)	(455,703)	(456,983)	(457,725)	(458,000)
Ending Cash Balance	**8,305,000**	**2,644,224**	**4,135,198**	**4,935,216**	**5,005,491**	**4,547,441**

Total Cost of PS Building	26,000,000
Debt	6,000,000 23%
Cash Equity	20,000,000 77%

Monthly Table																																																																	
Date	Today 3/6/2026	Month 1 3/31/2026	Month 2 4/30/2026	Month 3 5/31/2026	Month 4 6/30/2026	Month 5 7/31/2026	Month 6 8/31/2026	Month 7 9/30/2026	Month 8 10/31/2026	Month 9 11/30/2026	Month 10 12/31/2026	Month 11 1/31/2027	Month 12 2/28/2027	Month 13 3/31/2027	Month 14 4/30/2027	Month 15 5/31/2027	Month 16 6/30/2027	Month 17 7/31/2027	Month 18 8/31/2027	Month 19 9/30/2027	Month 20 10/31/2027	Month 21 11/30/2027	Month 22 12/31/2027	Month 23 1/31/2028	Month 24 2/29/2028	Month 25 3/31/2028	Month 26 4/30/2028	Month 27 5/31/2028	Month 28 6/30/2028	Month 29 7/31/2028	Month 30 8/31/2028	Month 31 9/30/2028	Month 32 10/31/2028	Month 33 11/30/2028	Month 34 12/31/2028	Month 35 1/31/2029	Month 36 2/28/2029	Month 37 3/31/2029	Month 38 4/30/2029	Month 39 5/31/2029	Month 40 6/30/2029	Month 41 7/31/2029	Month 42 8/31/2029	Month 43 9/30/2029	Month 44 10/31/2029	Month 45 11/30/2029	Month 46 12/31/2029	Month 47 1/31/2030	Month 48 2/28/2030	Month 49 3/31/2030	Month 50 4/30/2030	Month 51 5/31/2030	Month 52 6/30/2030	Month 53 7/31/2030	Month 54 8/31/2030	Month 55 9/30/2030	Month 56 10/31/2030	Month 57 11/30/2030	Month 58 12/31/2030	Month 59 1/31/2031	Month 60 2/28/2031
Beginning Cash Balance	-	**8,305,000**	**8,242,775**	**10,482,769**	**9,397,585**	**8,473,752**	**7,804,867**	**2,110,891**	**2,201,724**	**2,442,658**	**2,633,391**	**2,944,224**	**2,838,008**	**3,026,891**	**3,216,724**	**3,407,558**	**3,598,391**	**3,464,224**	**3,655,058**	**3,845,891**	**3,036,724**	**4,227,558**	**4,168,391**	**4,359,224**	**4,550,058**	**4,740,891**	**4,931,724**	**5,122,558**	**5,313,391**	**5,504,224**	**5,695,058**	**5,885,891**	**6,076,724**	**6,267,558**	**6,458,391**	**6,649,224**	**6,840,058**	**7,030,891**	**7,221,724**	**7,412,558**	**7,603,391**	**7,794,224**	**7,985,058**	**8,175,891**	**8,366,724**	**8,557,558**	**8,748,391**	**8,939,224**	**9,130,058**	**9,320,891**	**9,511,724**	**9,702,558**	**9,893,391**	**10,084,224**	**10,275,058**	**10,465,891**	**10,656,724**	**10,847,558**	**11,038,391**	**11,229,224**	**11,420,058**	**11,610,891**	**11,801,724**	**11,992,558**	**12,183,391**	**12,374,224**	**12,565,058**	**12,755,891**	**12,946,724**	**13,137,558**	**13,328,391**	**13,519,224**	**13,710,058**	**13,900,891**	**14,091,724**	**14,282,558**	**14,473,391**	**14,664,224**	**14,855,058**	**15,045,891**	**15,236,724**	**15,427,558**	**15,618,391**	**15,809,224**	**16,000,058**	**16,190,891**	**16,381,724**	**16,572,558**	**16,763,391**	**16,954,224**	**17,145,058**	**17,335,891**	**17,526,724**	**17,717,558**	**17,908,391**	**18,099,224**	**18,290,058**	**18,480,891**	**18,671,724**	**18,862,558**	**19,053,391**	**19,244,224**	**19,435,058**	**19,625,891**	**19,816,724**	**20,007,558**
Cash Inflow																		

CASH FLOW - REMAINING
(as of 03/04/26)

	2026								
	Feb	March	April	May	June	July	Aug	Sept	Remaining
CROFT (Architect)	$15,300	$15,300	$15,300	$15,300	$15,300	$15,300	$15,300		$107,100
Turner & Townsend Heery (Proj. Mgmt)	$14,300	$14,300	$14,300	$14,300	$14,300	$14,300	$14,241		$100,041
Reeves Young (GC)		$1,974,377	$1,943,879	$1,943,879	$1,943,879	$1,943,879	$1,809,879		$11,559,774
United Consulting (inspection/testing)		$4,924	$4,924	$4,924	$4,924	$4,924	$4,924		$29,544
Advertising/PR							$4,667		$4,667
Surelock - Dell Server Package		$234,577							$234,577
Surelock - Battery Backup Package		$17,077							$17,077
Appliances - refrigerators,microwaves.etc						$9,500			$9,500
X-ray machine					$15,000				$15,000
Metal Detector					$8,500				$8,500
Fitness Room Equipment				$55,000					$55,000
Crime Lab Equipment				$65,000					$65,000
Furniture						$600,000		$50,000	$650,000
Janitorial Supplies					$25,000				$25,000
Wireless Access Points				$45,084					$45,084
Police/Dispatch Motorola Radio System						$128,852			$128,852
AT&T Internet Access (annually)						$11,604			$11,604
Comcast (annually)						$1,800			$1,800
Mitel SWA (annually)						$17,000			$17,000
Fountainhead Control Rooms (Dispatch)					$25,193		$8,398		$33,591
Owner Contingency			$50,000	$50,000	$60,000	$60,000	$75,000		$295,000
Monthly Billings	$29,600	$2,260,555	$2,028,403	$2,193,487	$2,112,096	$2,807,159	$1,932,409	$50,000	$13,413,710

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

AGENDA REPORT

To: Mayor and Council

From: Jon Robinson, Finance Director

Meeting Date: March 16, 2026 – Policy Work Session (PWS)

Item No.: 2026-104

Title: Appropriation of 2023 SPLOST Administration and Transportation Funds

CC: Eric Johnson, City Manager

Recommendation
Approve appropriation of 2023 SPLOST Administration and Transportation funds for the Public Safety Building & additional paving projects.

Background
Additional funding is needed to support ongoing capital projects and ensure adequate funding is available for both the Public Safety Building and paving improvements. The City is proposing to appropriate additional SPLOST Administrative funds to address potential project costs associated with the Public Safety Building. In addition, SPLOST Transportation funds are needed to complete additional phases of the City's paving program under the Public Works Department.

Financial Impact
A total of $3,500,000 will be appropriated from available 2023 SPLOST funds, consisting of:

- $2,000,000 from SPLOST Administrative funds for the Public Safety Building project
- $1,500,000 from SPLOST Transportation funds for additional paving projects.

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

Attachments
Budget Amendment 03162026-1

Update

Finance Department Budget Adjustment Entry

Purpose:	Appropriation of additional 2023 SPLOST administration and transportation funds for the Public Saftey Building and additional paving projects.
Item Number:	03162026-1
Effective Date:	4/6/2026

Description	Account Number	Increase/Debit	Decrease/Credit
2023 SPLOST - Administrative Facilities	365-5.4220.541305	2,000,000	
2023 SPLOST - Transportation projects	365-5.4220.541433	1,500,000	
Budgeted Fund Balance	365-389500		3,500,000
	Totals	3,500,000	3,500,000

Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
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AGENDA REPORT

To: Mayor and Council

From: Jon Robinson, Finance Director

Meeting Date: March 16, 2026 – Policy Work Session (PWS)

Item No.: 2026-99

Title: Resolution to update authorized users for Georgia Fund 1

CC: Eric Johnson, City Manager

Recommendation: Approve a resolution authorizing the City's Finance Director and Assistant Finance Director to access the Georgia Fund 1 investment account managed by the Georgia Office of the State Treasurer (OST).

Background: The City currently has an account with the OST with a balance of approximately $16M. However, the authorized contact list has not been updated in several years, and the current Director and Assistant Director of Finance do not have access to the account. Staff recommends authorizing the addition of the City's Finance Director to transfer funds between this account and the local Pooled Cash account, and further recommends authorizing read-only access to the Assistant Finance Director for reconciliation and audit purposes, and the removal of any terminated staff members from access to the OST.

If Council approves this item, the Mayor and City staff will complete an electronic resolution similar to the attached resolution.

Financial Impact None

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

Attachments GF1_Resolution_Form(Certifier)

Update

GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# |_____|

Effective Date*|_____|

PARTICIPANT INFORMATION

Participant Name: | City of Norcross | TIN: |_____|

Physical Address: | 65 Lawrenceville St. | City: | Norcross | State: | GA | Zip Code: | 30071 |

Mailing Address: | 65 Lawrenceville St. | City: | Norcross | State: | GA | Zip Code: | 30071 |

This Resolution is for:

☐ New Account ☑ Amendment to an existing account

GF1 Account Number (New): |_____| GF1 Account Number (Amended): |_____|

If change(s) are applicable to other existing accounts, please submit a new resolution for each applicable account.

WHEREAS, O.C.G.A. § 36-83-1 to § 36-83-8 authorizes Georgia local governments and other authorized entities to invest funds through the local government investment pool; and,

WHEREAS, all state departments, boards, bureaus, and agencies ("state entities") and local governments may make deposits and maintain accounts in the LGIP as Participants, subject to approval by the State Depository Board as required in O.C.G.A. § 36-83-2(b)(4); and,

WHEREAS, from time to time it may be advantageous to City of Norcross (Name of Local Government, Political Subdivision or State Agency) to deposit funds available for investment in Georgia Fund 1 (hereinafter referred to as the local government investment pool) as it may deem appropriate; and,

WHEREAS, to provide for the safety of such funds deposited in the local government investment pool, investments are restricted to those enumerated by O.C.G.A. §36-83-4. Pursuant to the investment policies established by the State Depository Board, the State Treasurer shall invest moneys in the local government investment pool considering first the probable safety of capital and then the probable income to be derived; and,

WHEREAS, such deposits must first be duly authorized by the governing authority of the local government or authorized entity and a certified copy of the resolution authorizing such investment filed with the State Treasurer; and

WHEREAS, such resolution must name the official(s) authorized to make deposits or withdrawals of funds in the local government investment pool; and,

WHEREAS, O.C.G.A. §36-83-8 requires a statement of the approximate cash flow requirements of the local government or authorized entity pertaining to the investment of such funds;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Norcross (Board, Council or other Governing Authority) that _____(Local Government, Political Subdivision, or State Agency) meets the criteria as defined in O.C.G.A. § 36-83-3 to participate and deposit funds from time to time in the manner prescribed by law and in accordance with the applicable policies and procedures for the local government investment pool.

GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# _____

Effective Date* _____

AUTHORIZED REPRESENTATIVES OF THE PARTICIPANT

Any one of the following individuals shall be authorized to deposit and/or withdraw funds from the local government investment pool on behalf of the Participant: (Please select at least one person for online system (IPAS) access to electronically perform authorized functions and to obtain monthly statements. All individuals currently with online access not on this resolution will be deactivated)

1. Printed Name: Craig Newton — Telephone: _____
   Title: Mayor — Cell Number: _____
   Email: _____ — ☐ Grant IPAS Access
   Authority: ☐ Deposit/Withdrawal/Transfer ☐ Deposit Only

2. Printed Name: Eric Johnson — Telephone: _____
   Title: City Manager — Cell Number: _____
   Email: _____ — ☑ Grant IPAS Access
   Authority: ☑ Deposit/Withdrawal/Transfer ☐ Deposit Only

3. Printed Name: Tracy Rye — Telephone: _____
   Title: Assistant City Manager — Cell Number: _____
   Email: _____ — ☑ Grant IPAS Access
   Authority: ☑ Deposit/Withdrawal/Transfer ☐ Deposit Only

4. Printed Name: Jon Robinson — Telephone: _____
   Title: Finance Director — Cell Number: _____
   Email: _____ — ☑ Grant IPAS Access
   Authority: ☑ Deposit/Withdrawal/Transfer ☐ Deposit Only

5. Printed Name: _____ — Telephone: _____
   Title: _____ — Cell Number: _____
   Email: _____ — ☐ Grant IPAS Access
   Authority: ☐ Deposit/Withdrawal/Transfer ☐ Deposit Only

☐ **For additional AUTHORIZED individuals, please check and attach user information to this form.**

AUTHORIZED REPRESENTATIVES OF THE PARTICIPANT – READ ONLY

In addition, and at the option of the Participant, additional authorized representatives can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

1. Printed Name: Dinetta Smith — Telephone: _____
   Title: Assistant Finance Director — Cell Number: _____
   Email: _____

2. Printed Name: _____ — Telephone: _____
   Title: _____ — Cell Number: _____
   Email: _____

3. Printed Name: _____ — Telephone: _____
   Title: _____ — Cell Number: _____
   Email: _____

☐ **For additional READ ONLY access individuals, please check and attach user information to this form.**

Revised 08/10/21

GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# |_____|

Effective Date*|_____|

PERIOD OF INVESTMENT

The period in which the initial deposit is currently expected to remain invested in the local government investment pool is a minimum of 30% for no less than 30 days. Subsequent deposits should comply with the LGIP Trust Policy.

DISCLOSURES

Balances are subject to investment risks, including possible loss of principal amount invested and securities that may trade at negative rates.

LGIP deposits are not guaranteed or insured by any bank, the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, the State of Georgia, or any other entity.

The Office of State Treasurer (OST) has third-party insurance coverages designed to insure our agency against defense and liability expenses incurred due to loss/damage caused to LGIP participants by our actions. Through the Department of Administrative Services, the State of Georgia may carry various insurance programs for the protection of State Agencies, Authorities, the University System of Georgia, and the Technical College System of Georgia, some of which may be LGIP participants. DOAS may carry cyber-insurance for certain executive branch agencies, as well as crime and employee dishonesty coverage for all State agencies, authorities, and higher education organizations. DOAS does not carry cyber-insurance for other LGIP participants.

Damage caused by local government participants' actions are not covered by either the State's cyber-insurance plan or the crime and employee dishonesty plan. DOAS programs are designed to cover the actions of State organizations who participate in the various insurance programs. See OST website (https://ost.georgia.gov) for the latest cyber-insurance plan information.

Additional disclosures are included in the LGIP Trust Policy which is periodically updated and is available on the OST website. By authorizing this resolution, the entity acknowledges it has read and understands the LGIP Trust Policy and risks associated with investing in Georgia Fund 1.

BANKING INFORMATION

All withdrawals from the local government investment pool shall be sent via ACH to the following participant's demand deposit account(s) except for account(s) designated as corporate trust accounts. Wires are typically used for Corporate Trust payments and always used for same-day transactions. (Please see "Instructions for Completing ACH & Wire Information" for more detailed information.)

- **Please verify ACH and Wire instructions with your bank and provide them below.** ACH INSTRUCTIONS MAY VARY FROM YOUR BANK'S WIRING INSTRUCTIONS. IF THE LOCAL BANK IS NOT ON-LINE WITH THE FEDERAL RESERVE, PLEASE PROVIDE CORRESPONDENT BANK INSTRUCTIONS. This will ensure accurate delivery of your funds to the designated bank account.
- If the bank account is not a corporate trust account, please complete both ACH & Wire instructions.

Please complete the following form to add new banking instructions, or to change or delete existing banking instructions.

OST will directly deposit via ACH for all ACH enabled accounts.

To authorize Office of State Treasurer (OST) to withdraw funds via ACH debit from the designated bank account, please select "Yes" below your ACH banking instructions.

Debit authorization may be withdrawn with at least 15-days advance written notice to the Georgia Office of the State Treasurer. I also understand that the OST reserves the right to reverse ACH electronic transfers made in error.

GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# |_____|

Effective Date*|_____|

BANKING INSTRUCTIONS

Bank 1:

Bank Name: |Truist Bank| Account Title: |Pooled Cash Account|

Bank Address: |_____|

City: |_____| State: |___| Zip Code: |_____|

Bank Contact: |_____| Bank Contact Telephone Number: |_____|

Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Allow OST to ACH Debit for Contributions:

☐ Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.

☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Addendum Information: |_____|

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: |_____| Correspondent Bank ABA#: |_____|

Correspondent Bank City: |_____| Correspondent Bank Account#: |_____|

Bank 2:

Bank Name: |_____| Account Title: |_____|

Bank Address: |_____|

City: |_____| State: |___| Zip Code: |_____|

Bank Contact: |_____| Bank Contact Telephone Number: |_____|

Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Allow OST to ACH Debit for Contributions:

☐ Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.

☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Addendum Information: |_____|

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: |_____| Correspondent Bank ABA#: |_____|

Correspondent Bank City: |_____| Correspondent Bank Account#: |_____|

GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# |_____|

Effective Date*|_____|

Bank 3:

Bank Name: |_____| Account Title: |_____|

Bank Address: |_____|

City: |_____| State: |___| Zip Code: |_____|

Bank Contact: |_____| Bank Contact Telephone Number: |_____|

Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Allow OST to ACH Debit for Contributions:

☐ Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.

☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Addendum Information: |_____|

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: |_____| Correspondent Bank ABA#: |_____|

Correspondent Bank City: |_____| Correspondent Bank Account#: |_____|

Bank 4:

Bank Name: |_____| Account Title: |_____|

Bank Address: |_____|

City: |_____| State: |___| Zip Code: |_____|

Bank Contact: |_____| Bank Contact Telephone Number: |_____|

Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Allow OST to ACH Debit for Contributions:

☐ Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.

☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Addendum Information: |_____|

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: |_____| Correspondent Bank ABA#: |_____|

Correspondent Bank City: |_____| Correspondent Bank Account#: |_____|

GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# |_____|

Effective Date*|_____|

Bank 5:

Bank Name: |_____| Account Title: |_____|

Bank Address: |_____|

City: |_____| State: |___| Zip Code: |_____|

Bank Contact: |_____| Bank Contact Telephone Number: |_____|

Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Allow OST to ACH Debit for Contributions:

☐ Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.

☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Addendum Information: |_____|

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: |_____| Correspondent Bank ABA#: |_____|

Correspondent Bank City: |_____| Correspondent Bank Account#: |_____|

Bank 6:

Bank Name: |_____| Account Title: |_____|

Bank Address: |_____|

City: |_____| State: |___| Zip Code: |_____|

Bank Contact: |_____| Bank Contact Telephone Number: |_____|

Corporate Trust Account: ☐ No ☐ Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Allow OST to ACH Debit for Contributions:

☐ Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.

☐ No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: |_____| Bank Account Number: |_____|

Addendum Information: |_____|

Correspondent Bank Instructions Required? ☐ Yes ☐ No ☐ Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: |_____| Correspondent Bank ABA#: |_____|

Correspondent Bank City: |_____| Correspondent Bank Account#: |_____|

☐ **For additional BANK ACCOUNTS, please check and attach bank instructions to this form.**

GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# |_____|

Effective Date*|_____|

SIGNATURE OF HEAD OF GOVERNING AUTHORITY

Changes in the above authorization shall be made by cancellation or a replacement resolution delivered to the Office of the State Treasurer. Until such a replacement resolution is received and approved by the Office of the State Treasurer, the above authorized individuals, demand account instructions and statement mailing address(es) shall remain in full force and effect.

Entered at _____, Georgia this _____ day of _____ 20___.

_____

(Signature of Head of Governing Authority)

_____

(Please Print or Type - Head of Governing Authority)

_____

(Title)

Please select "Option A" **OR** "Option B"

Option A: Notary Certification

NOTARY SEAL	
	Notary Public Signature: _____
	Notary Public Signature Date: _____
	Commission Expiration Date: _____

Option B: OST Certification

Head of Governing Authority signatory attestation by OST Personnel:

OST Personnel Name: _____

OST Personnel Signature: _____

OST Personnel Signature Date: _____

MAILING INSTRUCTIONS

If completed manually, please complete and return a signed original to:

Georgia Fund 1
Office of the State Treasurer
200 Piedmont Avenue
Suite 1204, West Tower
Atlanta, GA 30334-5527

Telephone: (404) 656-2993
Toll Free: (800) 222-6748

Revised 08/10/21

*****FOR OFFICE OF THE STATE TREASURER USE ONLY*****

GF1 Resolution Verification

RESOLUTION VERIFICATION

Acct#: _____

Agency Name: _____

Website: _____

Website Phone: _____

Confirmed by: _____

Verified by: _____

Date & Time: _____

Identity Validation Method: _____

BUSINESS CONTACTS & IPAS

Removed from Contacts: _____

Added to Contacts: _____

New IPAS Account: _____

Removed From IPAS: _____

INTERNAL SIGNATURES

Received (FA)	Notary/ OST Certified (IA)	Agency Head (IA)	Verified (IA)	Public Entity (IA)	Accounting	Banking	Contacts (FA)	IPAS (FA)
Email (FA)	Master Log (FA)	Contacts (IA)	IPAS (IA)	Uploaded (FA)			New/Amended Account Approved (Treasurer/Deputy Treasurer)	

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

AGENDA REPORT

To: Mayor and Council

From: Helen Balch, AICP
Community Development & Planning Director

Meeting Date: March 16, 2026 – Policy Work Session (PWS)

Item No.: 2026-82

Title: RZ2025-007;290 and 300 Academy Street

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

Recommendation

Approval of RZ2025-007 with staff's recommendations.

Background

The applicant is requesting to rezone to the PRD (Planned Residence District) zoning district on two parcels with a combined acreage of 3.33 acres to develop 15 detached single-family custom-built residences. Each home will be at a minimum of 3,356 square feet and feature a garage. A private 16-foot-wide alley is proposed to access all the homes with rear garages. The proposed lots will vary in size, frontage, and lot width. The existing two-story residence at 290 Academy Street will be renovated and incorporated into the proposed subdivision. The subdivision will feature perimeter sidewalks. The alley and stormwater detention/park will be owned and maintained by a mandatory HOA. The rezoning component of this request is first reviewed by the Architectural Review Board, second by the Planning and Zoning Board, with the third and final review by Mayor and Council. The applicant has requested four conditions if the rezoning is approved. Those conditions are attached to this analysis.

The applicant is also seeking consideration of a historic demolition for the existing residence at 300 Academy Street, which is in the National Historic District and was built in 1950, according to the Gwinnett County Tax Assessor. The existing home is on the National Register, with a recognition year of 1980. The historic demolition component of the request is first reviewed by the Architectural Review Board, with the final review by Mayor and Council.

At their March 4, 2026, hearing, the Planning and Zoning Board recommended approval with staff's conditions:

1. The PRD zoning designation shall be restricted to a single-family development up to a maximum of 15 units.
2. The property shall be developed in general conformance with the conceptual site plan depicting all lot sizes and setbacks dated receipt 11/18/2025 with review and approval by the Community Development & Planning Director;
3. Rebuild plans for Lots 6,7, and 8 are subject to Mayor and Council's consideration through a public hearing contingent upon the approval of the historic demolition of the existing dwelling located at 300 Academy Street.
4. It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks and minor adjustments to the site concept plan; review and approval by the Community Development Director in response to Gwinnett County comments is allowed;
5. All utilities shall be buried;
6. All common areas, including but not limited to storm water systems, shall be maintained by the HOA;
7. Stormwater management plan including detention facility is subject to the approval of the City Engineer;
8. Final landscape plan is subject to the approval of the Community Development and Planning Department;
9. The development shall comply with the Architectural Review Board's conditions of approval. Any changes to previously approved plans shall be subject to the formal advertising and review process of the Architectural Review Board;
10. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with all design standards or UDO code sections not addressed in the staff report.

Financial Impact

N/A

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

5. Ensures that Norcross Residents have a Variety of Attainable, Quality Housing Options
    a. 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.

Attachments

1. Staff Report
2. Application
3. Impact Analysis
4. Applicant's Requested Zoning Conditions
5. Feasibility Letter from Gilbert E. Quinones, P.E.
6. Financial Statement
7. Historic Demolition Questionnaire
8. Historic Survey
9. Proposed Concept Plans and Elevations

Update

REZONING

Case Number	**RZ2025-007**
Petitioner	Robert Forro; 4.0 Construction LLC
Property Location	290 and 300 Academy Street
Current Zoning	R75 (Single-Family Residential)
Proposed Zoning	PRD (Planned Residence District)
Proposed Use(s)	15 Custom-Built Single-Family Residences
Character Area	Character Area 7: Town Center
Site Acreage	3.33 Acres
District	6
Land Lot	255
Parcel #	6255 097, 6255 098
Taxes Paid	Yes
Historic District	National

COMMUNITY DEVELOPMENT AND PLANNING DEPT. RECOMMENDATIONS

Based on the analysis of this case, Staff recommends **APPROVAL** of rezoning to PRD (Planned Residence District) for 290 and 300 Academy, subject to the following:

1. The PRD zoning designation shall be restricted to a single-family development up to a maximum of 15 units;
2. The property shall be developed in general conformance with the conceptual site plan depicting all lot sizes and setbacks dated receipt 11/18/2025 with review and approval by the Community Development & Planning Director;
3. Rebuild plans for Lots 6,7, and 8 are subject to Mayor and Council's consideration through a public hearing contingent upon the approval of the historic demolition of the existing dwelling located at 300 Academy Street.
4. It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks and minor adjustments to the site concept plan; review and approval by the Community Development Director in response to Gwinnett County comments is allowed;
5. All utilities shall be buried;
6. All common areas, including but not limited to storm water systems, shall be maintained by the HOA;
7. Stormwater management plan including detention facility is subject to the approval of the City Engineer;
8. Final landscape plan is subject to the approval of the Community Development and Planning Department;

9. The development shall comply with the Architectural Review Board's conditions of approval. Any changes to previously approved plans shall be subject to the formal advertising and review process of the Architectural Review Board;
10. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with all design standards or UDO code sections not addressed in the staff report.

Standards Governing the Exercise of Zoning Power

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

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

   The proposed use may permit a use that is suitable in view of the use and development of adjacent and nearby properties if the staff recommended conditions of approval are met. A rezoning of the subject properties to the PRD, Planned Residence District, zoning district will create a transition between the townhomes, single-family residence, and commercial uses south of Lawrenceville Street and the R-75 single-family residential uses north of Academy Street. The proposal also offers a transition between Norcross Elementary School east of Born Street and the mix of commercial and residential uses west and south of Lawrenceville Street.

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

   The proposed use may not adversely affect the existing use or usability of adjacent or nearby property if the staff recommended conditions of approval are met. Rear setbacks of lots adjacent to the proposed alley are required to be a minimum of five (5') feet, and the conceptual plan provides a 10-foot setback.

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

   The property may have a reasonable economic use as currently zoned. The current zoning is R75, Single Family Residential. Developing a subdivision under the current zoning would allow for approximately 12 homes or 3.6 units per acre.

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

   The proposal may result in a use which could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools.

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

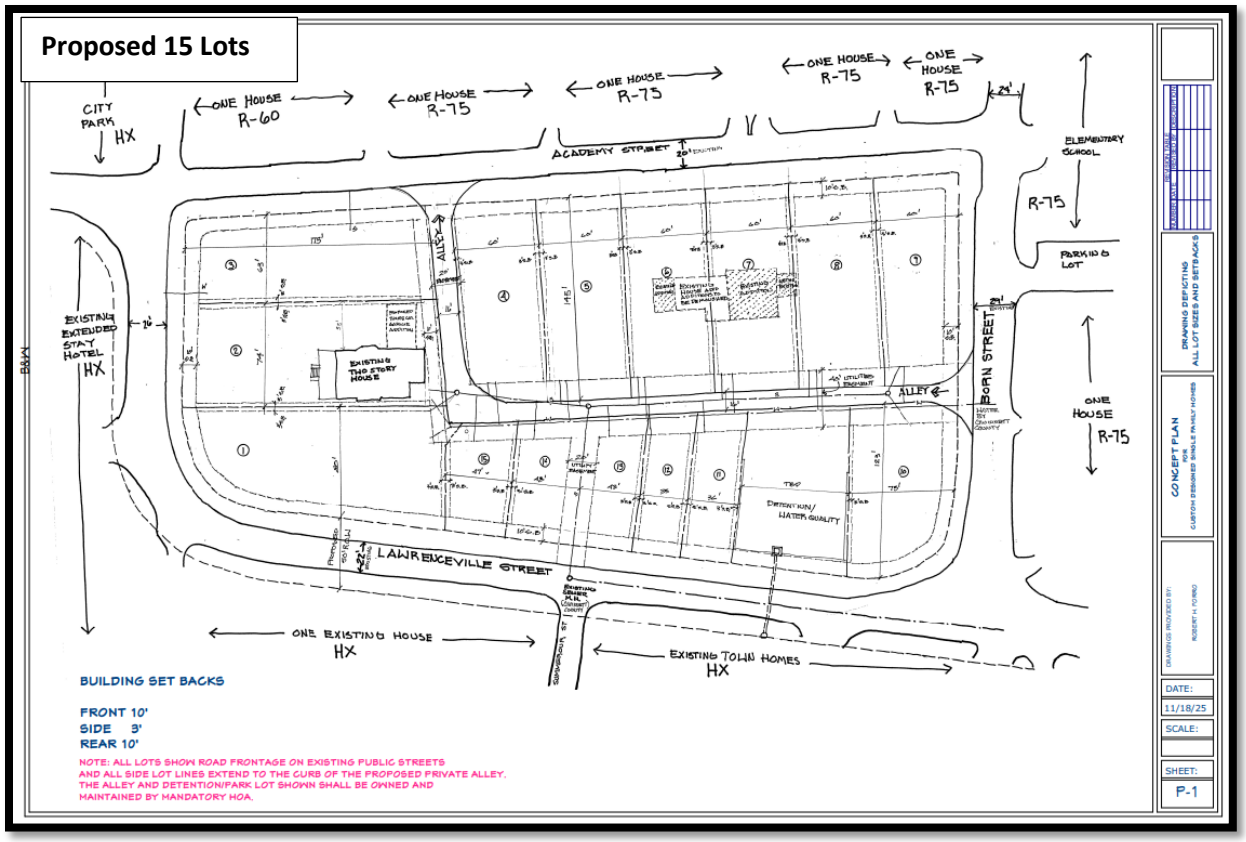
The proposal is in conformity with the policy and intent of the Comprehensive Plan. The subject parcel is located within the Town Center Character Area. Planned Residential Communities are supported in the Town Center Character Area and are defined as residential developments whose essential features 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, private covenants, conditions, and restrictions enforced by a homeowners' association. Town Center supports Medium Density Residential, which is considered over 4, but no more than 12 units per acre.

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

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

Board	Meeting Type	Meeting Date	Time	Location
ARB	Hearing	2/10/2026	6:00 PM	Conference Room 2nd Floor
P&Z	Hearing	3/4/2026	6:30 PM	Conference Room 2nd Floor
MCC Policy	Meeting	3/16/2026	6:30 PM	Conference Room 2nd Floor
MCC Regular	Hearing	4/6/2026	6:30 PM	Council Chambers 1st Floor

Proposed Concept Plan
ACADEMY STREET
ALLEY
ALLEY
OPTIONAL BONUS PKG'S
BORN STREET
LAWRENCEVILLE STREET
SAWBRIDGE STREET


Proposed 15 Lots
CITY PARK
HX
ONE HOUSE R-60
ONE HOUSE R-75
ONE HOUSE R-75
ONE HOUSE R-75
ONE HOUSE R-75
ACADEMY STREET
ELEMENTARY SCHOOL
R-75
PARKING LOT
EXISTING EXTENDED STAY HOTEL HX
EXISTING TWO STORY HOUSE
ALLEY
BORN STREET
ONE HOUSE R-75
DETENTION/ WATER QUALITY
LAWRENCEVILLE STREET
ONE EXISTING HOUSE HX
EXISTING TOWN HOMES HX
BUILDING SET BACKS
FRONT 10'
SIDE 3'
REAR 10'
NOTE: ALL LOTS SHOW ROAD FRONTAGE ON EXISTING PUBLIC STREETS AND ALL SIDE LOT LINES EXTEND TO THE CURB OF THE PROPOSED PRIVATE ALLEY. THE ALLEY AND DETENTION/PARK LOT SHOWN SHALL BE OWNED AND MAINTAINED BY MANDATORY HOA.
DRAWING DEPICTING ALL LOT SIZES AND SETBACKS
CONCEPT PLAN
DATE:
11/18/25
SCALE:
SHEET:
P-1

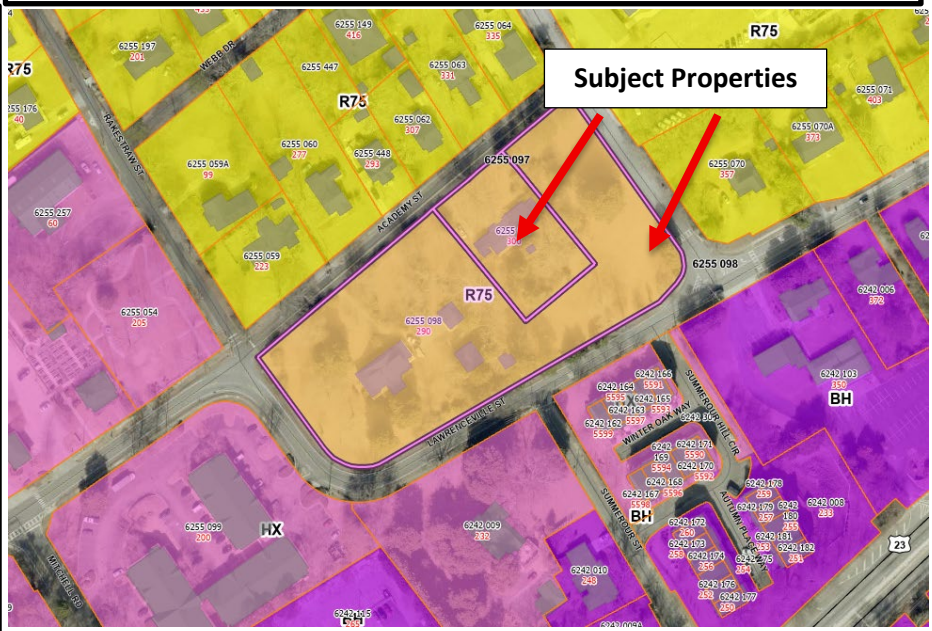
North

Zoning: R75 / Single-Family Residences
Character Area: Town Center

WEST

Zoning: HX / Extended Stay Motel

Character Area: Town Center



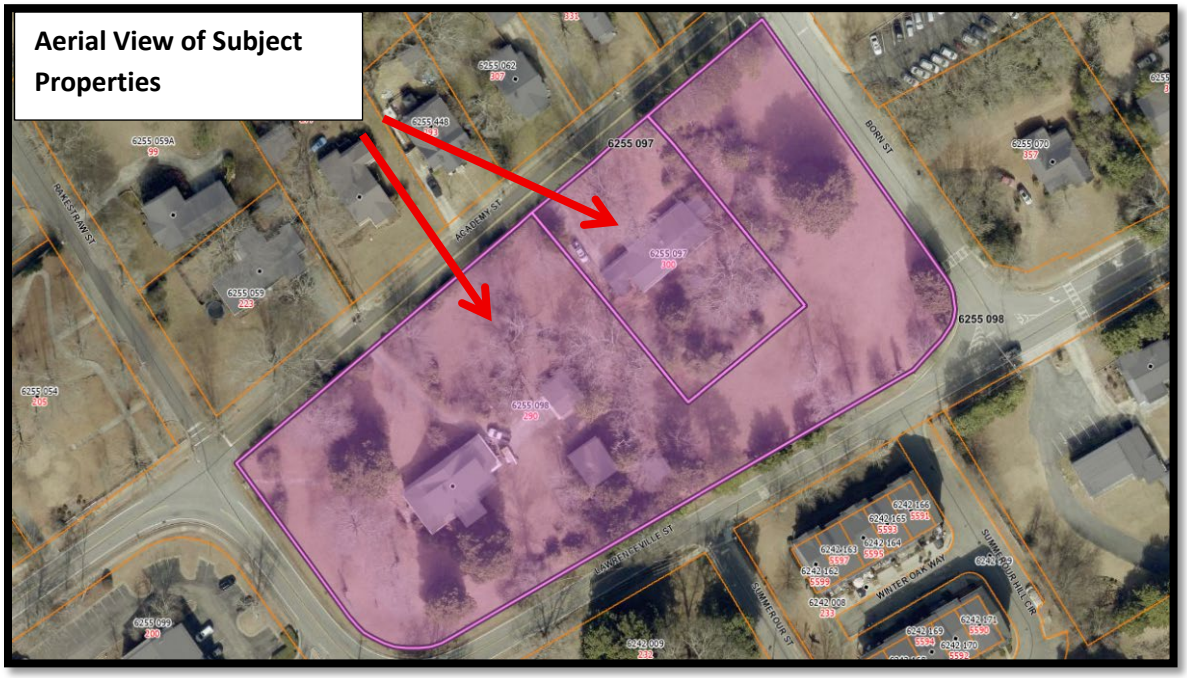
EAST

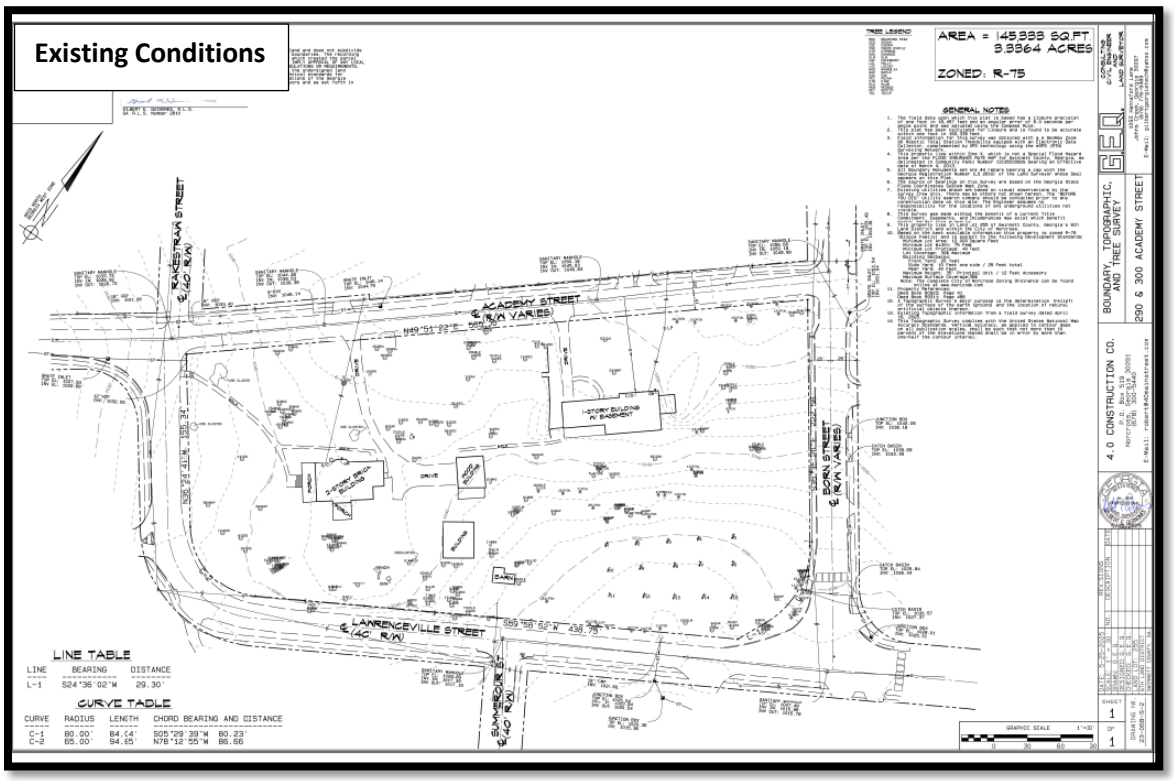
Zoning: R75 / Norcross Elementary School and Single-Family Residences

Character Area: Town Center

SOUTH

Zoning: HX and BH / Single-Family Residence, Townhomes, Place of Worship
Character Area: Town Center


Aerial View of Subject Properties
6255 097
6255 098
ACADEMY ST
BORN ST
RAKESTRAW ST
LAWRENCEVILLE ST
SUMMERCOUR ST
WINTER OAK WAY
SUMMERCOUR HILL CIR


Existing Conditions
AREA = 145,333 SQ.FT
3.3364 ACRES
ZONED: R-75
GENERAL NOTES
ACADEMY STREET
RAKESTRAW STREET
BORN STREET
LAWRENCEVILLE STREET
SUMMERCOUR ST
1-STORY BUILDING W/ BASEMENT
LINE TABLE
CURVE TABLE
BOUNDARY, TOPOGRAPHIC, AND TREE SURVEY
290 & 300 ACADEMY STREET
4.0 CONSTRUCTION CO.

Current zoning district for the property

The R75 single-family residence zoning district is intended primarily for single-family residences and related uses on medium sized lots in the city.

Requested zoning district for the property

The PRD planned residence district is intended for higher density, multi-family residences and related uses. Approved PRDs will only contain housing types or densities allowed under the comprehensive plan's character area description. The applicant's proposal, a single-family detached residential development, is permitted as of right in the PRD district.

Summary of the applicant's rezoning proposal

The applicant is requesting to rezone to the PRD (Planned Residence District) zoning district on two parcels with a combined acreage of 3.33 acres to develop 15 detached single-family custom-built residences. Each home will be at a minimum 3,356 square feet and feature a garage. A private 16-foot-wide alley is proposed to access all the homes with rear garages. The proposed lots will vary in size, frontage, and lot width. The existing two-story residence at 290 Academy Street will be renovated and incorporated into the proposed subdivision. The subdivision will feature perimeter sidewalks. The alley and stormwater detention/park will be owned and maintained by a mandatory HOA. The rezoning component of this request is first reviewed by the Architectural Review Board, second by the Planning and Zoning Board, with the third and final review by Mayor and Council. The applicant has requested four conditions if the rezoning is approved. Those conditions are attached to this analysis.

Summary of the applicant's historic demolition request

The applicant is also seeking consideration of a historic demolition for the existing residence at 300 Academy Street, which is in the National Historic District and was built in 1950 according to the Gwinnett County Tax Assessor. The existing home is on the National Register, with a recognition year of 1980. The historic demolition component of the request is first reviewed by the Architectural Review Board, with the final review by Mayor and Council.

Residential criteria

Allowable Units as Zoned: 3.6 units per acre (or 12 homes)
Proposed Number of Units: 15
Proposed Density: 4.49 units per acre (or 15 homes)
Town Center Character Area: Supports up to 12 units per acre
Proposed Setbacks:

- **Front:** 10 feet
- **Side:** 3 feet
- **Rear:** 10 feet

Proposed Lot Sizes: Will vary
Impervious surface shown: Not Applicable
Proposed Private Alley: Subject to City Council Approval per Section 401-49.a.1

Historic Demolition and Architectural Component

Prescribed Guidelines for Evaluation of a Historic Demolition (2.1.6 and 2.1.7):

Downtown Developments and Historic Districts

Guidelines

2.1.5 Each building proposed for demolition must be evaluated for historic and architectural merit as well as its importance to the history of the site, the National Register-listed district, and the DDD. As an alternative to demolition, many property owners consider "mothballing" a historic structure. Mothballing is a temporary means of closing up a structure, which protects it from the weather and secured it from vandalism. It is typically used when all means of finding a productive use have been exhausted, or when funds are not currently available to bring it back to a usable condition. When the local building official has declared a structure unsafe, mothballing can be a viable alternative to demolition, offering protection while funds are sought or while planning for its future use.

2.1.6 The demolition of a noncontributing structure within the district is allowed under the following conditions:
1. Plans for the redevelopment of the site have been through the Design Review process and have been approved by the ARB.
2. It is documented to the satisfaction of the ARB that finances are in place to construct the approved redevelopment plans.

2.1.7 The demolition of a contributing structure within the district is allowed under the following conditions:
1. It is documented to the satisfaction of the ARB that the building cannot feasibly be rehabilitated for use, which should be written by a licensed architect, engineer, or city inspector.
2. Plans for the redevelopment of the site have been through the Design Review process and have been approved by the ARB.
3. It is documented to the satisfaction of the ARB that finances are in place to construct the approved redevelopment plans.

SECTION 2.1 | DOWNTOWN DEVELOPMENT AND HISTORIC DISTRICTS

The Three-Part Architectural Review Board's Review of the Historic Demolition:

1. First, the ARB will need to determine if the existing building is a contributing or non-contributing structure. The design standards define contributing structure as a building that,

   "Contributes to the architectural or historic significance of a historic district. A "contributing building" in a historic district is one that may be of limited individual significance but nevertheless functions as an important component of the district."

2. Second, the ARB will need to determine the feasibility of rehabilitating the dwelling for use; and

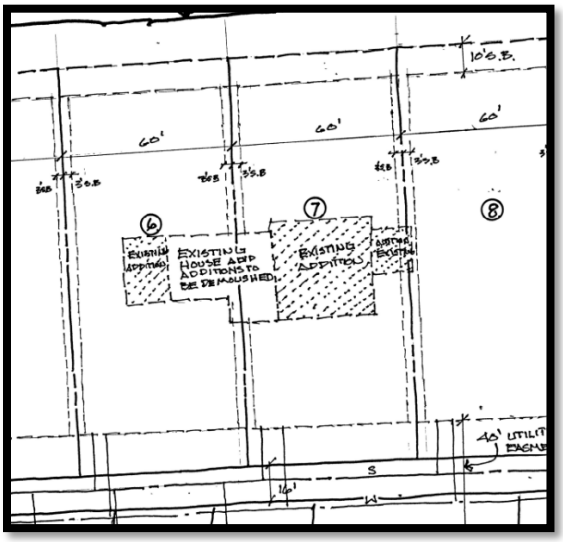
3. Third, the ARB will need to review the financial statement confirming finances are sufficient for the developer to construct the proposed product.

Historical Background:

The subject parcel and dwelling are located within the National Historic District. Available records from the Gwinnett County Tax Assessor indicate that the dwelling was constructed in 1950. As it pertains to the Georgia Historic Resources survey conducted for the site, the existing home is on the National Register, with a recognition year of 1980. The full historical survey is attached to this analysis. Since its original construction, the dwelling has been renovated with new additions and façade improvements.

Proposed Lots 6, 7, and 8:

The existing dwelling at 300 Academy Street is proposed to be demolished and will be replaced with three lots depicted below. The three proposed dwellings will feature a courtyard and be situated on approximately 8,700 square-foot lots.



Deconstruction Inspection:

On January 30, 2026, city staff conducted a deconstruction inspection of the dwelling since the home is in the National Historic District and was built prior to 1950. The Professional Engineer's report drafted by Mr. Gilbert Quinones, P.E., assessed the feasibility of renovating the existing building which is attached to this analysis. The inspection report lists ten points, with the conclusion that the existing dwelling is not feasible for renovation and should be demolished. The full report is attached to this analysis.

Proposed Elevations:

Since each home will be custom-built, there are only concept drawings available. However, each individual home will go before the Architectural Review Board before the issuance of any residential building permits. The proposed colors will come from the Norcross Color Palette.

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.

Architectural Review Board Recommendations:

Approval of the historic demolition, subject to the following conditions: (The ARB determined that the dwelling was non-contributing)

1. The applicant shall recycle the bricks and doors 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.

City of Norcross Department Comments

Code Enforcement

N/A

Economic Development

N/A

Engineering

The engineer should check the corner sight distance at Academy Street and Born Street, as well as Lawrenceville Street and Born Street.

Norcross Power

No concerns or comments.

REZONING APPLICATION

PROPERTY OWNER'S INFORMATION

Owner's Name:
Robert Forro and sole owner of 4.0 Construction LLC

Owner's Address:
300 Academy St

City: norcross State: ga Zip Code: 30071

Phone: 678-300-5440 Cell Phone: _____ Email: robert@40mainstreet.com

APPLICANT'S CONTACT INFORMATION

Applicant's Name:
Robert Forro

Applicant's Address:
300 Academy St

Suite: _____ City: norcross State: ga Zip Code: 30071

Phone: _____ Cell Phone: 678-300-5440 Email: robert@40mainstreet.com

PROPERTY LOCATION

Tax Parcel Number(s): 6255-097,6255-098 Size in acres: 3.35 acres

Address(es): 300 Academy St and 290 Academy St

Number of existing structures: 2 Number of parking spaces: 4

PROPOSED USE

Current Zoning: R-75 Requested Zoning: PRD

Date of Pre-Application Mtg: 10/14/25

Is the request in conformity with the Current Land Use Plan? x Yes _____ No

Comp Plan Designation: Character 7 If No, Comp Plan Amendment is required

Is this site located in the National/Local Historic District? x Yes _____ No

If yes, what are the plans for the historic resources, if any, onsite Will be Restoring the house at 290 Academy Street.

REVISED FEBRUARY 2024

Proposed Use Details:

ITEMS THAT MUST ACCOMPANY APPLICATION

A. **Owner's Signature or Affidavit** - If the owner and applicant are not the same, the owner must sign the application or complete the attached affidavit.

B. **Plat/Survey** – Submit one (1) full size, one (1) 11 x 17 and one (1) digital copy of a plat in JPG or PDF format, drawn by an engineer or land surveyor, describing in detail the tract, parcel or lot of land proposed to be rezoned. The plat must include the following information:
   1. A current boundary survey and plot plan, dimensioned and to scale, prepared by a registered surveyor, architect or engineer showing the seal of such surveyor, architect, or engineer.
   2. This survey shall be a plat of the land in question, or a description by metes and bounds, bearings and distances of the land, or if the boundaries conform to the lot boundaries within a subdivision for which a plat is recorded in the land records of the City of Norcross, then, the lot, block, and subdivision designations with appropriate plat reference.
   3. A description of existing land uses on adjacent and surrounding property.

C. **Concept Plan** – Submit one (1) full size copy, one (1) 11x17 copy and one (1) digital copy in JPG or PDF format of a concept plan, including but not limited to all items listed on the attached checklist for such plan.

D. **Impact Analysis** –
   1. If the zoning change has been initiated by an owner or their representative, the application must be accompanied by a written, documented analysis of the proposed zoning change with regard to each of the standards governing consideration attached to this application.
   2. A traffic study, a hydrology study, market study and other studies of the impact of the proposed development prepared by a duly licensed engineer or qualified professional may be required by the Community Development Department, Planning & Zoning Board or the Mayor & City Council as deemed necessary for adequate consideration and a fully-informed decision on the proposed request. The studies shall be prepared under the direction of the City at the applicant's expense.

E. **Warranty Deed** – A copy of the recorded warranty deed to the property must accompany each application. The owner on the deed must be the same as the owner listed on the application.

F. **Proof of Taxes Paid** – Proof that all ad valorem taxes due on the property have been paid must accompany each application.

G. **Certificate Concerning Campaign Contributions** – The applicant must complete the certificate concerning campaign contributions and submit with each application.

H. **Fees** – See attached fee schedule. Fees are non-refundable.

I. **Development of Regional Impact** – If your application meets the Atlanta Regional Commission's (ARC) alternative rules for a Development of Regional Impact, additional review will be required by ARC and the State. More information can be found here, https://atlantaregional.org/community-development/comprehensive-planning/developments-of-regional-impact/

J. **Conditional Rezonings** – An applicant may apply for conditional zoning and so state on the application. The conditional zoning applications may be based on written conditions contained within the relevant section of the application only or it may be based on the narrative AND a site plan.

K. Any other information required by the Community Development Department or any other City department which is deemed necessary or desirable in processing the application which is related to the present or proposed use of the property.

I have read and understand the attached application and zoning procedures. I also hereby authorize the Community Development Staff, Planning & Zoning Board and Mayor & Council to inspect the premises that are the subject of this application.

11/18/25

Signature of Applicant Date

CITY USE ONLY. DO NOT WRITE BELOW

Date received: _____ Application Number: _____ Fee Paid: _____

Notes: _____

DEADLINE AND HEARING SCHEDULE

See calendar on the Community Development website for pre-application conference deadlines, application submission deadlines and scheduled meeting dates.

(THE APPLICANT OR APPLICANT'S AGENT MUST ATTEND ALL HEARINGS REGARDING THE APPLICATION)

Concept Plan Checklist

1. An application shall be accompanied by a concept plan if any new construction or alteration of the site is proposed.
2. A concept plan may be prepared by a professional engineer, a registered land surveyor, a landscape architect, a land planner or any other person familiar with land development.
3. The concept plan shall be drawn on a boundary survey of the property. The boundary survey shall have been prepared by a Georgia registered land surveyor and meet the requirements of the State of Georgia for such a map or plat under O.C.G.A. 15-6-67(b).

The concept plan shall show the following:

1. Zoning district classification of the subject property and all adjacent properties, and zoning district boundaries if they cross the property.
2. Man-made features within and adjacent to the property, including existing and future right-of way of streets, pavement width and street names; political boundary lines; and other significant information such as location of bridges, utility lines, existing buildings to remain, and other features as appropriate to the nature of the request.
3. Natural features, such as the 100-year flood plain, and protected wetlands and stream buffers required under the Buffers, Landscaping and Tree Conservation Article of this Ordinance.
4. Proposed use of the property.

The proposed project layout including:

1. For residential subdivisions, and office or industrial parks, approximate lot lines and street right-of-way lines, along with the front building setback line on each lot.
2. For multi-family and nonresidential development projects, the approximate outline and location of all buildings, and the location of all minimum building setback lines, outdoor storage areas, dumpsters, zoning buffers, parking areas, loading stations, zoning buffers, stormwater detention facilities, and driveways, entrances and exits.
3. Name and address of the property owner.
4. Name, address, and telephone number of the applicant (if different than the owner).
5. Date of concept plan drawing, and revision dates, as appropriate.
6. Location (Land District and Land Lot) and size of the property in acres (or in square feet if less than an acre).
7. Location sketch of the property in relation to the surrounding area with regard to well-known landmarks such as arterial streets or railroads. Sketches may be drawn in freehand and at a scale sufficient to show clearly the information required, but not less than 1 inch equal to 2,000 feet. US. Geological Survey maps may be used as a reference guide for the location concept.
8. A statement as to the source of domestic water supply.
9. A statement as to the provision for sanitary sewage disposal.
10. The approximate location of proposed storm water detention facilities.
11. Such additional information as may be useful to permit an understanding of the proposed use and development of the property.

Criteria and Standards for Considering a Rezoning

The Mayor and City Council find that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property and shall govern the exercise of zoning power. Please address these criteria to the best of your ability. You may use a separate sheet if necessary.

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

Yes the zoning proposal is suitable to the nearby properties

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

No it will only benifit the nearby properties by increasing property value and increasing curb appeal in the area.

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

Yes

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

No, by doing single family detached we are actually using less density then what is currently recommended by the comprehensive land use plan

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

yes

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

It will provide more housing walking distance to downtown. In turn it will help to reduce traffic and impact in the area for residents that want to be close to dowtown,

CONFLICT OF INTEREST CERTIFICATION FOR REZONINGS

The undersigned below, making application for rezoning, has complied with the Official Code of Georgia Section 36-67A-1, et seq. Conflict of Interest in Zoning Actions, and has submitted or attached the required information on the forms provided.

11/18/25 ROBERT H. FORRO

SIGNATURE OF APPLICANT DATE TYPE OR PRINT NAME AND TITLE

SIGNATURE OF APPLICANT'S ATTORNEY OR REPRESENTATIVE DATE TYPE OR PRINT NAME AND TITLE

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to a City of Norcross Mayor/Council Member or a Member of the Planning and Zoning Board

NO (YES or NO)

Robert Forro

YOUR NAME

If the answer is yes, please complete the following section:

NAME AND OFFICIAL POSITION OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (LIST ALL WHICH AGGREGATE TO $250.00 OR MORE)	DATE CONTRIBUTION WAS MADE (WITHIN THE LAST TWO YEARS)

Attach additional sheets if necessary to disclose or describe all contributions.

REVISED FEBRUARY 2024

IMPACT ANALYSIS and JUSTIFICATION
FOR
REZONING REQUEST FOR 290 AND 300 ACADEMY STREET

This request is to develop and build a new custom designed detached single family home subdivision. Under the current zoning of R-75 with the acreage and existing road frontage this property could achieve a density of twelve R-75 Single family homes. What we are asking for is to increase the density by 3 units for a total of 15 Single family homes. The Current Comprehensive plan in the city of Norcross allows for a density of 12 units per acre.With the acreage of this property a total of 40 residential units would be allowed. To achieve this density the likely product would require a townhome style community.Due to the current market conditions and adjacent community concerns of not wanting a townhome community in the existing detached single family neighborhood , we are proposing a detached , custom and historically themed architectural design to better blend with the existing community.

We (4.0 Construction) have designed , built and developed seven historically themed neighborhoods in the downtown area of Norcross with rear alley and garage designs that have had tremendous support and popularity by the citizens and community leaders alike. We feel in order to achieve the best and highest quality while maintaining more authentic historical designs, rear alleys is the best way to achieve this. On this property we are proposing a private rear alley access to all the homes with rear garages. This will allow us to achieve over two times the minimum parking requirements, provide more historical looking custom homes with no garage doors on fronts of houses, and much more community friendly during construction by allowing the alley to bypass most of the construction traffic in the adjacent community.

The subdivision we are proposing will affect the Criteria and Standards consideration attached to this application as noted in our responses below:

1. Our project is suitable in that the custom nature of single family detached homes we are proposing will be congruent with the existing neighborhood.
2. It will only affect adjacent properties by enhancing property values and repairing or removing defunct existing structures that haven't been maintained for many years.
3. It does have an economic use as currently zoned but doesn't meet the criteria of the city and community mandate to increase density near the town center and to encourage redevelopment where appropriate. This proposal will enhance the area and meet the cities desires to improve the town center area.
4. This will not create an excessive burden to the city in that it's way less of a disturbance than what the comprehensive plan allows.
5. yes, in conformity with the Comprehensive plan.
6. The property has been vacant for many years and in need of repair, the city wants and needs more housing opportunities for more single family detached homes closer to the town center. The proposed property will enhance the area and meet the cities desires.

CONDITIONAL ZONING REQUEST
FOR
290 AND 300 ACADEMY STREET REZONING

This request is to develop and build a new custom designed detached single family home subdivision. Under the current zoning of R-75 with the acreage and existing road frontage this property could achieve a density of twelve R-75 Single family homes. What we are asking for is to increase the density by 3 units for a total of 15 Single family homes. The Current Comprehensive plan in the city of Norcross allows for a density of 12 units per acre.With the acreage of this property a total of 40 residential units would be allowed. To achieve this density the likely product would require a townhome style community.Due to the current market conditions and adjacent community concerns of not wanting a townhome community in the existing detached single family neighborhood , we are proposing a detached , custom and historically themed architectural design to better blend with the existing community.

We (4.0 Construction) have designed , built and developed seven historically themed neighborhoods in the downtown area of Norcross with rear alley and garage designs that have had tremendous support and popularity by the citizens and community leaders alike. To date we are the only builder/developers that have developed rear alley single family communities in Norcross in the last 25 years of which we received two golden hammer rewards from the city in the process. We feel in order to achieve the best and highest quality while maintaining more authentic historical designs, rear alleys is the best way to achieve this. On this property we are proposing a private rear alley access to all the homes with rear garages. This will allow us to achieve over two times the minimum parking requirements, provide more historical looking custom homes with no garage doors on fronts of houses, and much more community friendly during construction by allowing the alley to bypass most of the construction traffic in the adjacent community.

This type of project will mandate additional cost in development and alley construction, increase the cost of home design and construction with rear garages and require all new installations of sewer, water and electrical facilities to be accessed from the alley (forgoing disturbing and cutting the existing public streets). To justify the expense we are requesting the following conditions to provide recompense for the added expense but in turn providing an exceptional custom and historical themed community within easy walking distance of the town center consistent with the other 7 projects we've done and well received by the city and it's citizens.

Conditions we are proposing to be concurrent with the rezoning Public Hearing Process

1. To approve the site plan proposed with the listed building set back reductions, private rear alley and single car access to homes fronting academy street for single car covered parking space incorporated in the front porch designs(no garage doors allowed facing academy).

2. To Allow the Homes to be custom designed after the rezoning process as market allows buyers to come and request new custom homes. The ARB process will occur during the rezoning process for the subdivision layout and concepts drawings of the architecture but the individual final home designs must go before ARB prior to the issuance of any building permits.

3. Any existing specimen trees that may end up in the public ROW that would impact the installation any public utilities or sidewalks required by City to approve this rezoning request will be exempt from any city imposed removal fees.

4. To remove the sub standard non historically designed home at 300 Academy street. This original two bedroom house has had three more recent additions and the original siding demolished and replaced with modern brick negating all the original architecture features. The historically correct home located at 290 Academy street shall be totally remodeled.

GILBERT E. QUINONES, P.E., P.L.S.
Consulting Civil Engineer and Land Surveyor
1093 Hannaford Lane
Johns Creek, Georgia 30097
(678) 776-9489
E-Mail: gilbertgeorgiatech@yahoo.com

December 24, 2025

Robert Forro
4.0 CONSTRUCTION LLC
P.O.Box 519
Norcross, Georgia 30091

Re: 300 Academy Street
Norcross, Georgia 30071

Dear Mr. Forro.

On December 24, 2025 I visited the house at 300 Academy Street. The purpose of my visit was to evaluate the suitability of the existing structure as to whether it is feasible to renovate to save any historical aspects the house may have. My inspection was limited to a visual inspection of the existing structure. This report is only my opinion and does not constitute a warranty or guarantee of the conditions of the structure.

The original structure on this property, claimed to have been built over 50 years ago was a two bedroom one bath frame structure. Since its original construction, three additions have been added over time, most likely over the last fifty years. The additions were a one car garage and breezeway, a wing larger than the original structure containing two additional bedrooms, a kitchen, an office, a dining room, and a bath. The most recent addition was a sunroom on the east side of the house. At some time after the original home construction, a block foundation was constructed for the additions and apparently the original house foundation was replaced with a block foundation as well. A brick veneer was added around the entire house and all the windows were replaced with new vinyl windows with no muttons. A front porch was added at some point after the brick veneer was added. With all the additions that were added and new brick veneer, the original older home has been totally encased by newer construction preventing any portion of the older home from being currently seen.

My actual inspection as to the quality of the construction and state of mis-repair are listed below.

1. A large retaining wall on the west side of the house partially supporting the western garage addition is failing. It has cracked and has begun to lean roughly 4 inches (in the last three years according to the owner).
2. The block foundation throughout the home contains numerous cracks and has failed in numerous places allowing flooding in the basement and crawl space. When the original home's foundation was replaced with concrete blocks, the foundation was built plus or minus one inch too short, leaving the entire old home held up by shims throughout the

entire floor system.

3. When additions were added to the original home, the floors were not aligned height wise causing trip hazards at the additions. No feasible way to presently align the floors.
4. The largest of the three additions' floor was framed with 2x6 floor joists which is sub-standard in today's building code and not structurally sound.
5. When the brick veneer was added to the original house and additions, the overhangs were not extended leaving brick face and roof edge flush. This has caused ongoing leaks evident inside the house.
6. All the original wiring in the original house needs replacing along with the service which to this day has paper and glass fuses. None of the wiring throughout the house appears to be grounded.
7. There are three air conditioners and none appear to be in working order.
8. The original plumbing in the home is cast iron which has portions that have rotted through.
9. The owner stated that there are two sewer services to the house, both of which regularly clog. He has had sewer lines televised and found that they have multiple dips causing pooling in spots which collect debris over time further causing on going clogging issues. He has had to clean the lines every year for the last three.
10. The house sits roughly 3 feet below the street level and very little positive drainage. The yard shows signs of ongoing flooding in the front yard exacerbating the basement flooding issues.

In conclusion, the thought of preserving any historical aspect of the original home on this property is not presently possible due to the original home having been encased with modern building materials. Furthermore, substandard building practices such as inadequate floor joists, foundations that have failed, no eaves to shed water away from exterior walls, failed and outdated HVAC, electrical and plumbing systems, makes the home not feasible for renovation. Even the original windows have been replaced with modern vinyl windows.

Based on my experience, a house with this many deficiencies is not practicable to renovate. Additions and alterations that have been performed through the years were substandard and presently failing. As for the architectural aspect of the original home, they have been eliminated or covered up with modern materials.

Therefore, for all the reasons mentioned above my recommendation is to demolish this home in light of the newer more updated homes that are being proposed at this location. Any historical features this home may have, do not exist any more.

Sincerely,

Gilbert E. Quinones, P.E., P.L.S.
Consulting Civil Engineer and Land Surveyor

Region One Finance, LLC
5690 Buford Hwy Suite B ▪ Atlanta, GA 30340
Phone: 770-455-3000

Date: December 23, 2025

To Whom It May Concern,

This letter serves to confirm that our client, Roberto Forro, has sufficient funds readily available for immediate use toward the planned construction of the proposed homes located at 300 Academy Street, Norcross, GA 30071, once demolition of the existing structure at 300 Academy Street has taken place.

Sincerely,

Sam Dahabreh
President
Region One Finance, LLC

Historic Demolition Questionnaire

Community Development Department
678-421-2027 | 65 Lawrenceville Street Norcross, GA 30071

If the property is located within the National or Local Historic District, please complete this application form in addition to the Demolition Permit Application.

ARCHITECTURAL INFORMATION

1.	Would you like to request an inspection by the City of Norcross Building Official to confirm if this building, structure, or part thereof is deemed an immediate threat to public health or safety, per section 307-6 (f) (8)? ☐ **Yes** ☑ **No**
2.	Provide a brief description of the materials, configuration, and use of the existing structure. If additional space is required, use a separate sheet of paper and label it attachment "A": BRICK AND OLD STYLE MASONITE SIDING, VINYL WINDOWS, EXPOSED BLOCK FOUNDATION
3.	Provide a brief explanation of why the historic demolition is requested. If additional space is required, use a separate sheet of paper and label it attachment "B": ONLY ABOUT 25% OF HOUSE IS OLDER THAN 50 YEARS. THE OLDER PORTION HAS BEEN ENCAPSULATED BY NEWER ADDITIONS ON BOTH SIDES, NEW BRICK AND WINDOWS & FOUNDATION
4.	Provide a brief description of the proposed reuse, reconstruction, or replacement of the existing building. If additional space is required, use a separate sheet of paper and label it attachment "C" (This can be supplemented by the Architectural Review Board or Historic Preservation Commission application): REMOVAL OF THIS STRUCTURE WILL ALLOW THE CONSTRUCTION OF NEW HOMES WITH MORE HISTORICAL DESIGN FEATURES

ABUTTING PROPERTY INFORMATION

Provide the names and addresses of all property owners abutting the property on which the historic demolition is requested. If additional space is required, use a separate sheet of paper and label it attachment "E":

1.	Name: A.O CONSTRUCTION LLC.	Address: P.O.BOX 519 NORCROSS, GA 30091
	Phone: 678-300-5440	Email: 678-300-5440
2.	Name:	Address:
	Phone:	Email:
3.	Name:	Address:
	Phone:	Email:
4.	Name:	Address:
	Phone:	Email:

APPLICANT SIGNATURE *(please read and initial)*

_____Application is hereby made according to the laws and ordinances of the City of Norcross for a permit to demolish a building, structure or part thereof located within the National Historic District as described herein or shown on accompanying plan and specification, to be located as shown on accompanying plat plan and if same is granted, agree to conform to all laws and ordinances regulating same. Demolition will be started no later than six months from date of permit issue. Personally appeared the above named applicant, who under oath says that he/she is the applicant for the foregoing, and that all the above statements are true to the best of his/her knowledge.

Applicant Name (Print):	Signature:	Date:
ROBERT H. FORRO		12/28/25

NORCROSS
a place to imagine

Pre-Deconstruction Inspection Checklist

Applicant Name: ROBERT FORRO Date: 12/28/25

Address: 300 ACADEMY ST. Year Built: ? 1950

APPLICANT COMPLETE THIS SECTION

Please indicate which materials present in your property are proposed to be removed by selecting from the list of items below. Please complete prior to Pre-Deconstruction Inspection scheduled through the Community Development Department.

Doors:	☑ Yes ☐ No	**Lighting fixtures:**	☐ Yes ☑ No
Plumbing fixtures:	☐ Yes ☑ No	**Working appliances:**	☐ Yes ☑ No
Hardwood flooring:	☐ Yes ☑ No	**Cabinets:**	☐ Yes ☑ No
Windows:	☐ Yes ☑ No	**Countertops:**	☐ Yes ☑ No
Wall Studs:	☐ Yes ☑ No	**Brick:**	☑ Yes ☐ No
Stone:	☐ Yes ☑ No	**Other Materials:**	☐ Yes ☑ No

FOR OFFICIAL USE ONLY

This section shall be completed by staff during the Pre-Deconstruction Inspection. A copy of this inspection sheet shall be given to the applicant as a record of the deconstruction requirements for this application.

Doors: ☐ Yes ☐ No QTY: ___	**Lighting fixtures:** ☐ Yes ☐ No QTY: ___
Plumbing fixtures: ☐ Yes ☐ No QTY: ___	**Working appliances:** ☐ Yes ☐ No QTY: ___
Hardwood flooring: ☐ Yes ☐ No QTY: ___	**Cabinets:** ☐ Yes ☐ No QTY: ___
Windows: ☐ Yes ☐ No QTY: ___	**Countertops:** ☐ Yes ☐ No QTY: ___
Wall Studs: ☐ Yes ☐ No QTY: ___	**Brick:** ☐ Yes ☐ No QTY: ___
Stone: ☐ Yes ☐ No QTY: ___	**Other Materials:** ☐ Yes ☐ No QTY: ___

Notes: Staff completed a deconstruction inspection on 1/30/2026. The dwelling has been renovated and added on to since its construction in 1950. The applicant intends to salvage the bricks and doors.

Georgia Historic Resources

Historic Preservation Division,
Georgia Department of Natural Resources.

Resource ID	206848
County	Gwinnett
Item 1. Resource Name	
Item 3. Resource Address/Location	300 Academy Street Norcross 30071
Item 4. Owner's Name and Address	
Item 5. Classification	Building
Item 7. Current Use	Domestic/residential-Single dwelling
Item 7. Original Use	Domestic/residential-Single dwelling
Item 8. Date of Construction (or estimate)	c1950
Item 9. Major Changes	**Altered:** **Description Date** **Additions:** **Description Date** extensive side **Moved:** **Description Date** **Destroyed:** **Description: Date:**
Item 10. Architect/engineer/designer	Unknown
Item 11. Contractor/builder/craftsman	Unknown
Item 12. Style	No academic style
Item 13. Building Type	House types-Ranch
Item 14. Original Floor Plan	Three or more rooms [Two rooms]
Item 15. Plan Shape	Rectangular
Item 16. Number Of Stories	One
Item 17. Facade Symmetry	Asymmetric
Item 17. Front Door(s)	One door
Item 18. Roof Type	Gable-Side-oriented
Item 18. Roof Material	Composition shingle/asphalt shingle
Item 19. Chimney placement	

and Material	No chimney observed
Item 20. Type Of Construction	Balloon frame/platform frame
Item 21. Exterior material(s)	Brick-Running bond/veneer/stretcher-Machine-made/pressed
Item 22. Foundation material(s)	Concrete
Item 23. Porches	Stoop [Front] [1 story] [Partial] [Concrete] [Gable]
Item 24. Windows	Double-hung sash [Flat-headed] [1/1] [Rectangular] Double-hung sash [Flat-headed] [2/2] [Rectangular] Fixed [Flat-headed] [Rectangular]
Item 25. Additional physical description	1/1 windows are in the addition; fixed windows has 1 light; 1 Chicago style window; small right carport addition and large left sunroom addition with patio; decorative metal porch supports
Item 26. Pictures	Resource 109-a.jpg (109k) Resource 109-b.jpg (101k) Resource 109-c.jpg (105k)
Item 27. Description of outbuildings (if any)	
Item 29. Description of Landscape Features	Yard setting-Designed fencing/walls Yard setting-Designed plantings/planting beds
Item 30. Count	**Number of Buildings:** 1 **Number of Structures:** 0 **Number of Outbuildings:** 0 **Number of Sites:** 0 **Number of Landscape features:** 0
Item 31. Description of the environment	Town-Residential [Mixed old and new]
Item 32. Archeological Potential	
Item 33. History	
Item 34. Historical theme(s)	Architecture
Item 34. Distinctive aspects of GA's history	
Item 35. Significance	
Item 36. Sources of Information	
Item 37. Prepared By	Nancy E-K McReynolds Terracon 2855 Premiere Parkway Suite C Duluth GA 30097

Item 38. Date Of Survey	**Survey**	**Resurvey**	
	2007		
Item 39. Government preservation activity			
Item 40. National Register Eligibility	Appears not to meet Nat. Reg. criteria -- integrity		
Item 41. USGS quadrangle name	Norcross		
Item 41. UTM Reference and XY Coordinates	**Zone**	**Easting**	**Northing**
	16	758030	3759246
	X Coordinate	**Y Coordinate**	
	-84.208208442114	33.943833852257	
Item 42. Tax map number	6255 097		
Item 43. Recognition and Date	**Recognition**	**Date**	
	National Register [District]	1980	
Item 43. State Agency			
Item 43. Condition	**Condition**	**Due To**	**Threatened By**
	Fair	Structure	

- **TIP:** To print this report select Print from the browser 'File' menu.
- These results are based on survey data in the database at the time of the search. Not all areas of the state have been surveyed, and not all surveyed areas have been surveyed to current standards. Unsurveyed resources meeting the parameters of your search/query may exist in surveyed and unsurveyed areas.
- This is a product of Georgia's Natural, Archaeological, and Historic Resources GIS developed by The Carl Vinson Institute of Government, ITOS Division at The University of Georgia. The University of Georgia expressly disclaims responsibility for damages or liability that may arise from the use of this report.

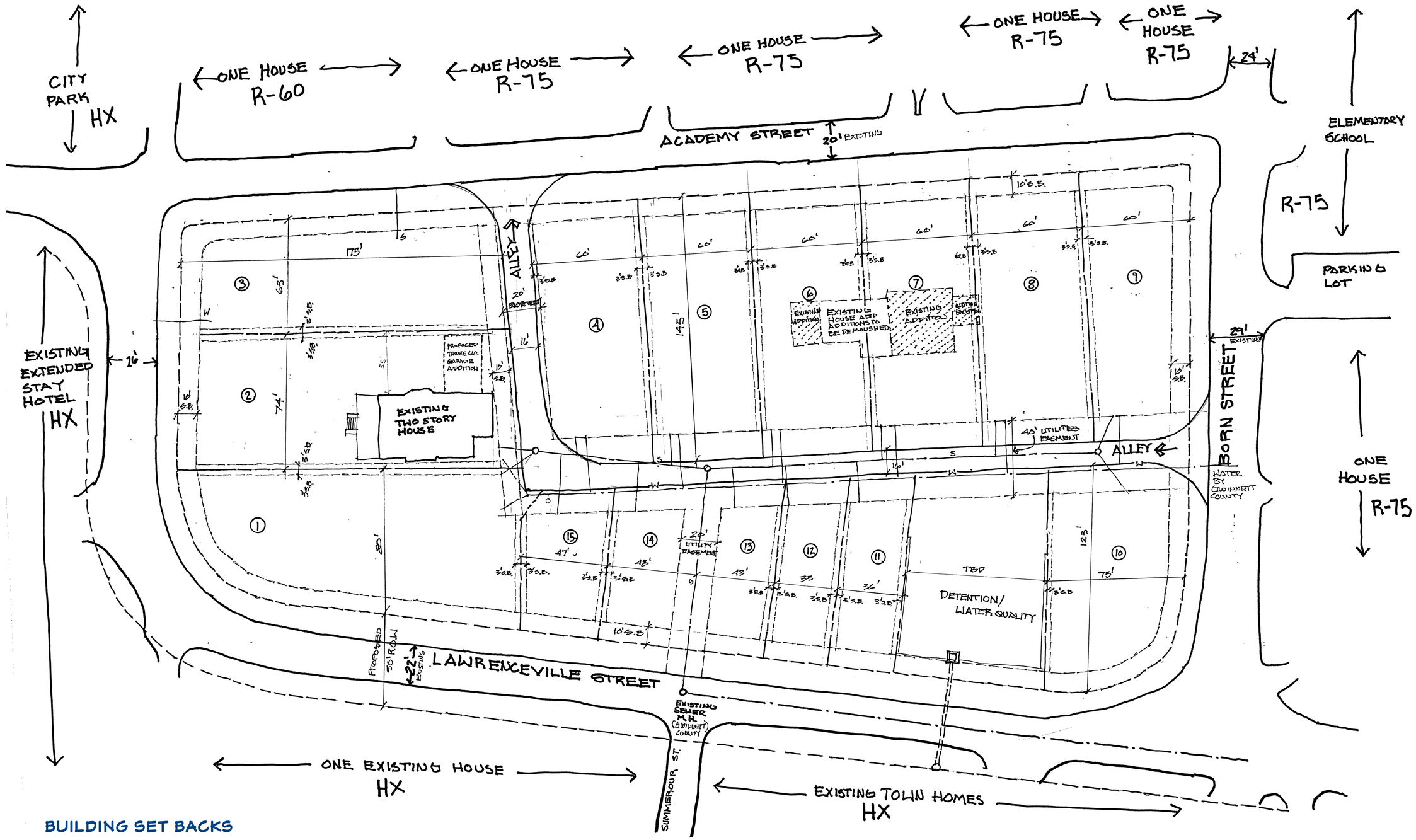
Photo 1: 206848

Photo 2: 206848

Photo 3: 206848

Norcross Survey - Terracon Project No. 49075602

Date Photos Taken: March 2007



BUILDING SET BACKS

FRONT 10'
SIDE 3'
REAR 10'

NOTE: ALL LOTS SHOW ROAD FRONTAGE ON EXISTING PUBLIC STREETS AND ALL SIDE LOT LINES EXTEND TO THE CURB OF THE PROPOSED PRIVATE ALLEY. THE ALLEY AND DETENTION/PARK LOT SHOWN SHALL BE OWNED AND MAINTAINED BY MANDATORY HOA.

B&W

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

DRAWING DEPICTING
ALL LOT SIZES AND SETBACKS

CONCEPT PLAN
FOR
CUSTOM DESIGNED SINGLE FAMILY HOMES

DRAWINGS PROVIDED BY:
ROBERT H. FORRO

DATE:
11/18/25

SCALE:

SHEET:
P-1

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

DRAWING DEPICTING CONCEPTUAL LAYOUT OF POTENTIAL HOUSE DESIGNS

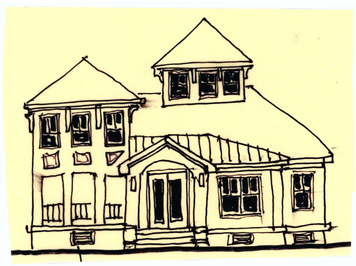
CONCEPT PLAN
FOR
CUSTOM DESIGNED SINGLE FAMILY HOMES

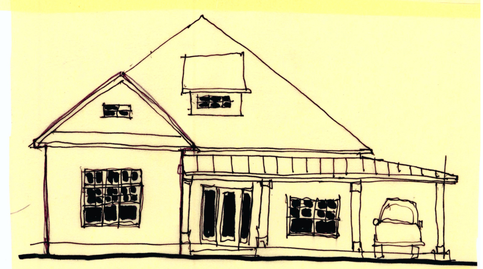
DRAWINGS PROVIDED BY:
ROBERT H. FORRO

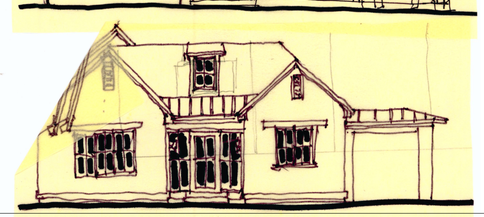
DATE:
11/18/25

SCALE:

SHEET:
P-2







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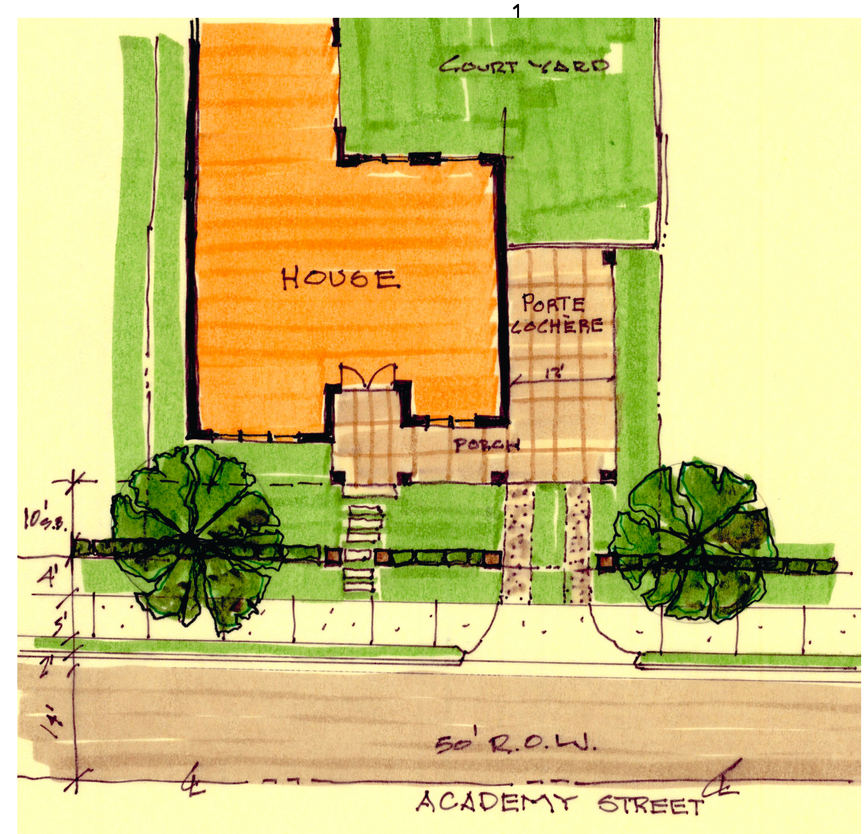


REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

CONCEPTUAL HOUSE SKETCHES FOR VARIOUS LOT CONFIGERATIONS THAT MAY BE USED TO INFLUENCE HISTORICAL CUSTOM HOME DESIGNS

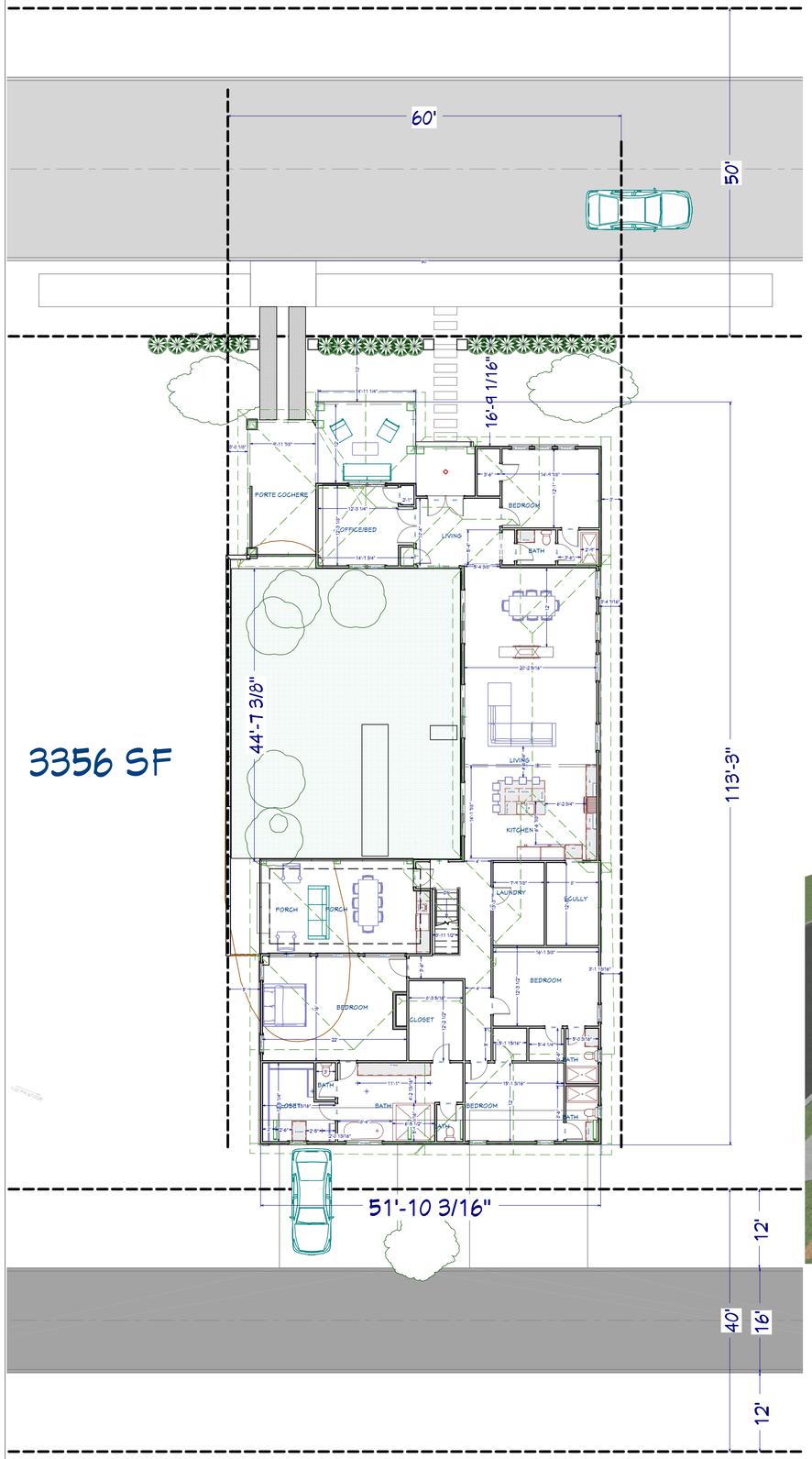
CONCEPT PLAN
FOR
CUSTOM DESIGNED SINGLE FAMILY HOMES

DRAWINGS PROVIDED BY:
ROBERT H. FORRO

DATE:
11/18/25

SCALE:

SHEET:
P-3



REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

CONCEPT PLANS FOR POTENTIAL COURTYARD DESIGNED CITY HOME.

CONCEPT PLAN
FOR
CUSTOM DESIGNED SINGLE FAMILY HOMES

DRAWINGS PROVIDED BY:
ROBERT H. FORRO

DATE:
11/18/25

SCALE:

SHEET:
P-4

1ST FLOOR

SURVEYOR'S CERTIFICATE

This Plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION. AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GILBERT E. GUINONES, R.L.S.
GA. R.L.S. Number 2810

TREE LEGEND

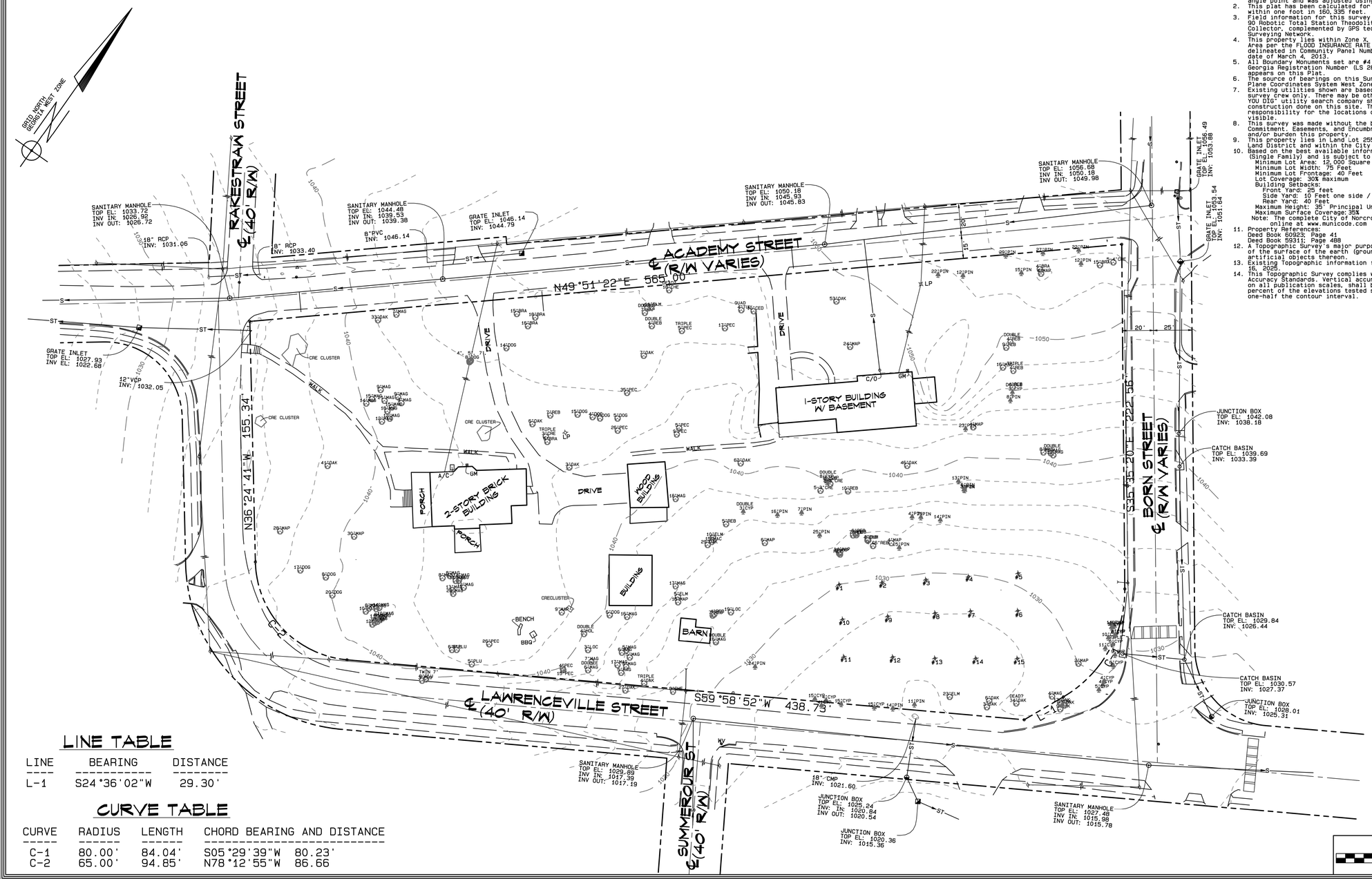
BRA	BRADFORD PEAR
CAR	CARAMEL
CHE	CHERRY
CRE	CREPE MYRTLE
CYP	CYPRESS
DOG	DOGWOOD
ELM	ELM
HAC	HACKBERRY
LOC	HOLLY
LUC	LUCKY BEE
MAG	MAGNOLIA
MAP	MAPLE
OAK	OAK
PEC	PECAN
PIN	PINE
PLU	PLUM
REB	REDBUD
RED	RED BUD
TUL	TULIP

AREA = 145,333 SQ.FT.
3.3364 ACRES

ZONED: R-75

GENERAL NOTES

1. The field data upon which this plat is based has a closure precision of one foot in 18,457 feet and an angular error of 8.0 seconds per angle point and was adjusted using the Compass Rule.
2. This plat has been calculated for closure and is found to be accurate within one foot in 160,335 feet.
3. Field information for this survey was obtained with a a GeoMax Zoom 90 Robotic Total Station Theodolite equiped with an Electronic Data Collector, complemented by GPS technology using the eGPS (RTN) Surveying Network.
4. This property lies within Zone X, which is not a Special Flood Hazard Area per the FLOOD INSURANCE RATE MAP for Gwinnett County, Georgia, as delineated in Community Panel Number 13135C00826 bearing an Effective date of March 4, 2013.
5. All Boundary Monuments set are #4 rebars bearing a cap with the Georgia Registration Number (LS 2810) of the Land Surveyor whose Seal appears on this Plat.
6. The source of bearings on this Survey are based on the Georgia State Plane Coordinates System West Zone.
7. Existing utilities shown are based on visual observations by the survey crew only. There may be others not shown hereon. The "BEFORE YOU DIG" utility search comoany should be contacted prior to any construction done on this site. The Engineer assumes no responsibility for the locations of any underground utilities not visible.
8. This survey was made without the benefit of a current Title Commitment, Easements, and Encumbrances may exist which benefit and/or burden this property.
9. This property lies in Land Lot 255 of Gwinnett County, Georgia's 6th Land District and within the City of Norcross.
10. Based on the best available information this property is zoned R-75 (Single Family) and is subject to the following Development Standards:
    - Minimum Lot Area: 12,000 Square Feet
    - Minimum Lot Width: 75 Feet
    - Minimum Lot Frontage: 40 Feet
    - Lot Coverage: 30% maximum
    - Building Setbacks:
      - Front Yard: 25 feet
      - Side Yard: 10 Feet one side / 25 Feet total
      - Rear Yard: 40 Feet
    - Maximum Height: 35' Principal Unit / 12 Feet Accessory
    - Maximum Surface Coverage: 35%
    - Note: The complete City of Norcross Zoning Ordinance can be found online at www.municode.com
11. Property References:
    Deed Book 60923: Page 41
    Deed Book 59311: Page 488
12. A Topographic Survey's major purpose is the determination (relief) of the surface of the earth (ground) and the location of natural artificial objects thereon.
13. Existing Topographic information from a field survey dated April 16, 2025.
14. This Topographic Survey complies with the United States National Map Accuracy Standards. Vertical accuracy, as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error by more than one-half the contour interval.



LINE TABLE

LINE	BEARING	DISTANCE
L-1	S24°36'02"W	29.30'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING AND DISTANCE
C-1	80.00'	84.04'	S05°29'39"W 80.23'
C-2	65.00'	94.85'	N78°12'55"W 86.66

4.0 CONSTRUCTION CO.
P.O. Box 519
Norcross, Georgia 30091
(678) 300-5440
E-Mail: robert@40mainstreet.com

G.E.G. CONSULTING CIVIL ENGINEER AND LAND SURVEYOR
1093 Hannaford Lane
Johns Creek, Georgia 30097
(678) 768-7000
E-Mail: gilbertgeorgiatech@yahoo.com

GEORGIA REGISTERED No. 2810 PROFESSIONAL LAND SURVEYOR GILBERT E. GUINONES 5/25/2025

REVISIONS		
NO.	DESCRIPTION	DATE

DATE: 5-25-2025
SCALE: 1" = 30'
DRAWN: G.E.G.
DESIGNED: G.E.G.
CHECKED: G.E.G.
LAND LOT: 255
6TH LAND DISTRICT
GWINNETT COUNTY, GA.

SHEET 1 OF 1

DRAWING NO. 23-068-S-2

BOUNDARY, TOPOGRAPHIC, AND TREE SURVEY

290 & 300 ACADEMY STREET

REVISION TABLE		
NUMBER	DATE	REVISED BY	DESCRIPTION

CURRENT BOUNDARY, TOPO AND TREE SURVEY

CONCEPT PLAN FOR CUSTOM DESIGNED SINGLE FAMILY HOMES

DRAWINGS PROVIDED BY: ROBERT H. FORRO

DATE: 11/18/25

SCALE:

SHEET:

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

AGENDA REPORT

To: Mayor and Council

From: Helen Balch, AICP
Community Development & Planning Director

Meeting Date: March 16, 2026– Policy Work Session (PWS)

Item No.: 2025-324

Title: COA2025-027; Consideration of a Historic Demolition and New Home

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

Recommendation

Approve the demolition of the dwelling and the proposed new home design as approved by the Architectural Review Board with 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. The applicant shall recycle the bricks and windows at a minimum and provide documentation of where or who recycled them through presentation of receipt.
6. 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.
7. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing.
8. 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.

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.

Financial Impact

N/A

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

1. Continue to define Norcross' unique sense of place, where nature-based and cultural assets are conserved and enhanced.
    a. Policy 1-3: Support opportunities for infill development that reflects neighborhood character.

Attachments

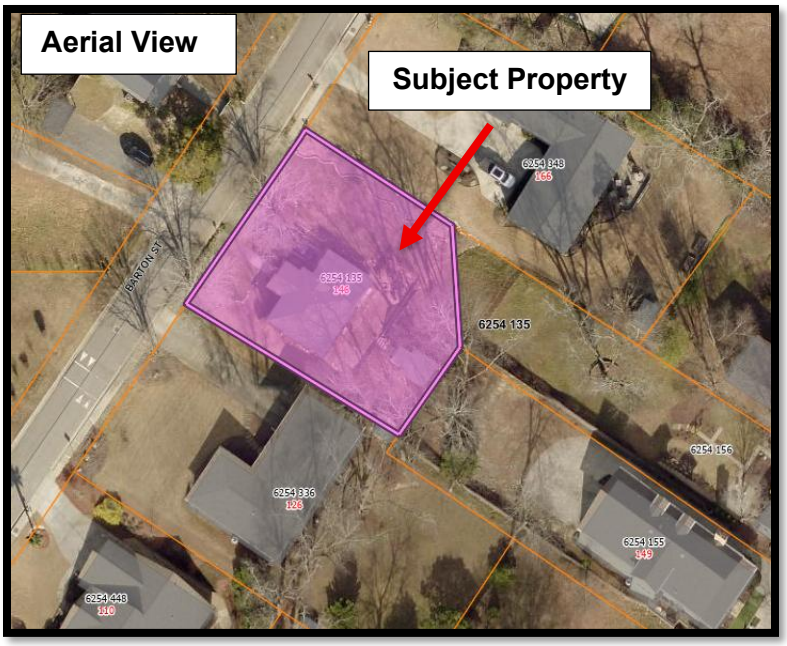
1. Staff Report
2. Application
3. Engineer Report from Michael Quinn and Associates, P.C.
4. Financial Statement
5. Georgia Historic Resources Survey
6. Historic Demolition Questionnaire
7. Letter from the Applicant, Susan Tanner, received November 24, 2025
8. PowerPoint presentation from the Applicant, Susan Tanner, received in January 2026.
9. COA2025-027_Draft Ordinance

Update

The applicant, Susan Tanner, has an updated PowerPoint Presentation for the March 16, 2026 Policy Work Session.

Certificate of Appropriateness

Case Number	**COA2025-027**
Hearing Date(s)	ARB: 10/21, PWS: 11/17, Regular: 12/1
Petitioner	Susan Tanner
Property Location	146 North Barton Street
Current Zoning	R100 (Single Family Residential)
Proposed Request	Historic Demolition and Building a New Home
Proposed Structure	New Single-Family Residential Residence
Character Area	Character Area 4: North Peachtree Street
Site Acreage	0.30 Acres (13,266 square feet)
District	6
Land Lot	254
Parcel #	6254 135
Taxes Paid	N/A
Historic District	National
Year Built	1920



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.

Evaluation of a Historic Demolition

The Norcross Architectural and Site Design guidelines provide the criteria by which historic demolition permits are evaluated. The process is as follows:

a. Determine if the subject building is considered a contributing or non-contributing building to the National Historic District:
    1. If it is determined that the subject building is *non-contributing* then:
        a. The demolition of a non-contributing structure within the district is allowed under the following conditions:
            a. Plans for the redevelopment of the site have been through the Design Review process and have been approved by the ARB.
            b. It is documented to the satisfaction of the ARB that finances are in place to construct the approved redevelopment plans.
b. If it is determined that the subject building is *contributing* then:
    1. The demolition of a contributing structure within the district is allowed under the following conditions:
        a. It is documented to the satisfaction of the ARB that the building cannot feasibly be rehabilitated for use, which should be written by a licensed architect, engineer, or city inspector.
        b. Plans for the redevelopment of the site have been through the Design Review process and have been approved by the ARB.
        c. It is documented to the satisfaction of the ARB that finances are in place to construct the approved redevelopment plans.

Architectural and Site Design Standards

1. First, the ARB will need to determine if the existing building is a contributing or non-contributing structure. The design standards define contributing structure as a building that,

"Contributes to the architectural or historic significance of a historic district. A "contributing building" in a historic district is one that may be of limited individual significance but nevertheless functions as an important component of the district."

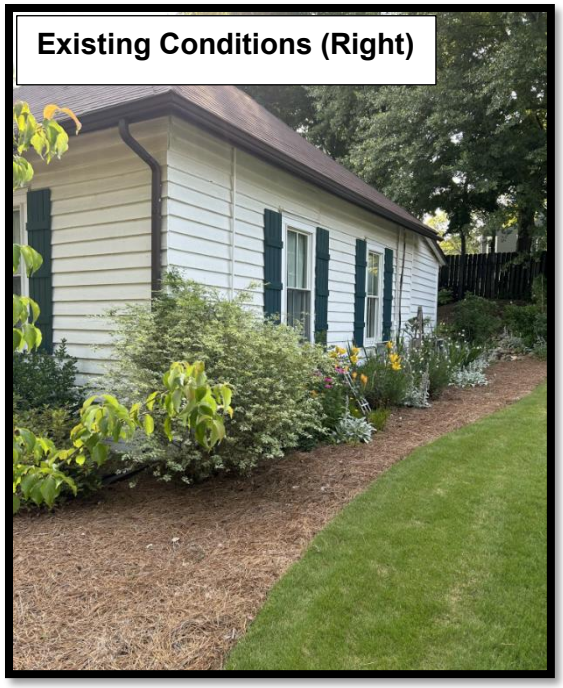
2. Second, the ARB will need to determine the feasibility of rehabilitating the dwelling for use. As stated in the attached letter, the structure is not a good candidate for relocation and there will be major improvements for rehabilitating the dwelling.
3. Third, the ARB will need to review the financial statement confirming finances are sufficient for the developer to construct the proposed product.

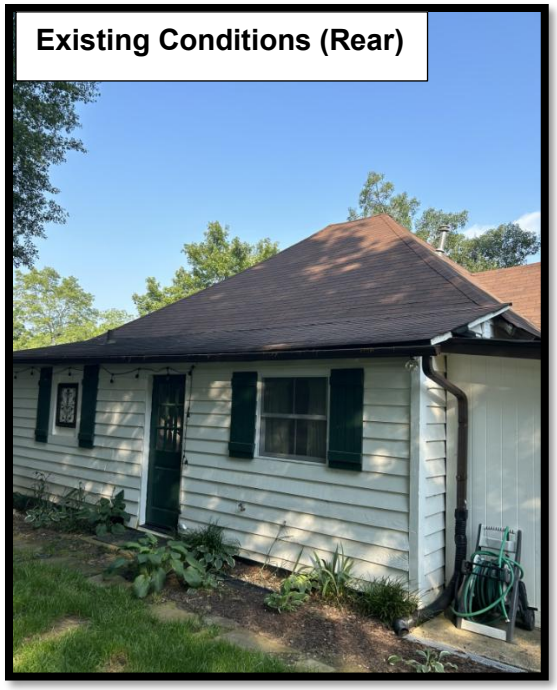
Existing Conditions (Front)

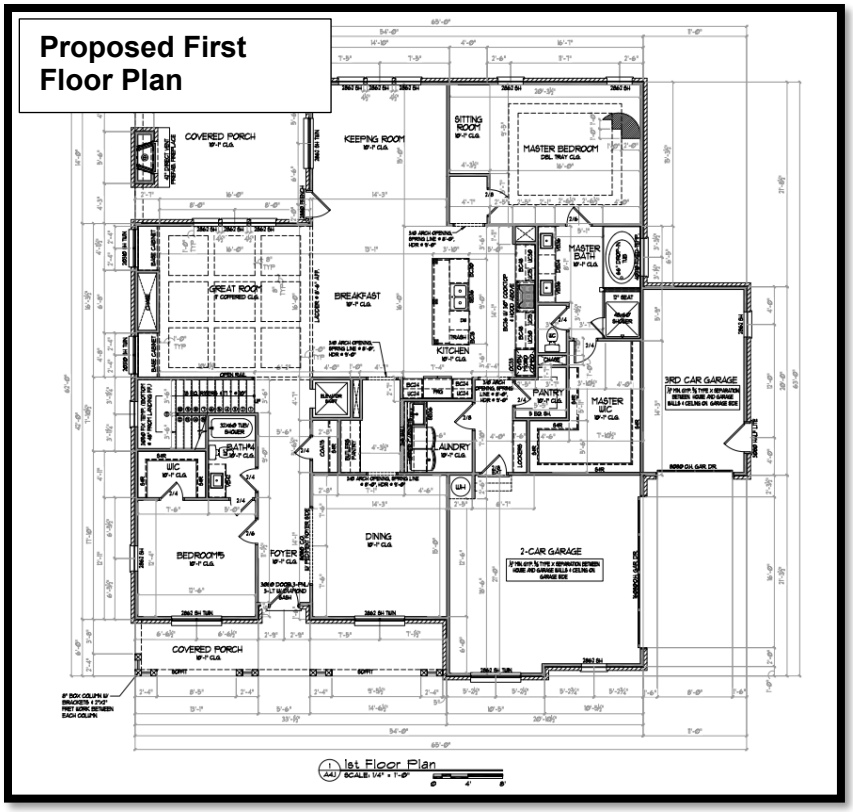
Existing Conditions (Rear)

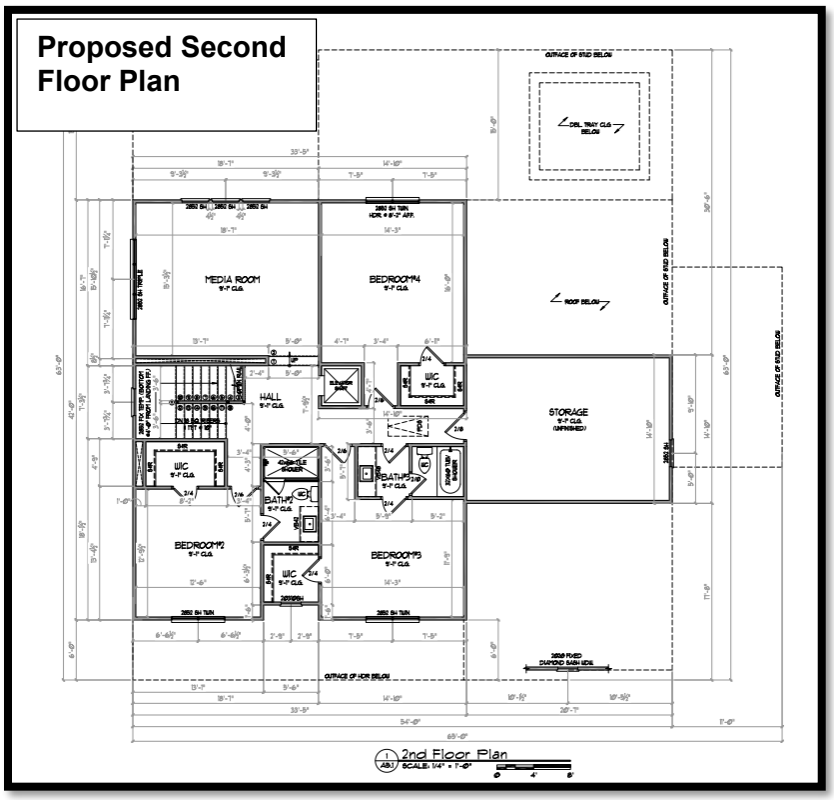
Existing Conditions (Left)

Additional Left Side View


Existing Conditions (Right)


Existing Conditions (Rear)


Proposed First Floor Plan
COVERED PORCH
KEEPING ROOM
SITTING ROOM
MASTER BEDROOM
MASTER BATH
GREAT ROOM
BREAKFAST
KITCHEN
PANTRY
MASTER WIC
3RD CAR GARAGE
BATH#4
WIC
LAUNDRY
BEDROOM#5
FOYER
DINING
2-CAR GARAGE
COVERED PORCH
1st Floor Plan
SCALE: 1/4" = 1'-0"


Proposed Second Floor Plan
MEDIA ROOM
BEDROOM#4
HALL
WIC
STORAGE
BATH#3
BATH#5
BEDROOM#2
BEDROOM#3
2nd Floor Plan
SCALE: 1/4" = 1'-0"

Description of Proposed Front Elevation:

The proposed front elevation consists of brick on the first floor. The front façade includes a right-side front-loading garage with glass above the doors along with a brick soldier course header. The front elevation includes gable roofs with vents, and a dormer window on the attic level.

First Floor Components

First floor windows feature brick soldier course headers along with diamond grills. Below the first-floor windows is a brick sill.

Second Floor Components

The second level features hardiplank shingle siding, horizontal lap siding, and diamond grill windows with a trim border.

The Front Porch Components

The front covered porch includes a fascia, gable roof and is supported by 8-inch columns.

Description of Proposed Left Elevation:

First Floor

The proposed left elevation features brick on the first floor. The first-floor windows feature a brick soldier course header and brick sill below.

Second Floor

The second-floor features horizontal siding on the second floor and a gable roof.

The Rear porch

The rear porch can be seen here, which includes a door along with a 10-inch column and roof.

Description of Proposed Right Elevation:

The proposed right elevation features brick on the first floor and horizontal siding on the second floor and a double gable roof. Historic homes did not have integral garages, but due to the small size of the lot, an integral garage is supported versus a detached garage or carport.

First Floor Components

The first-floor windows feature a brick soldier course header and a brick sill below. Garage doors topped with glass and a brick soldier course header are presented here which appears to be for two (2) cars.

Second Floor Components

The second-floor elevation features a single hung window.

Description of Proposed Rear Elevation:

First Floor

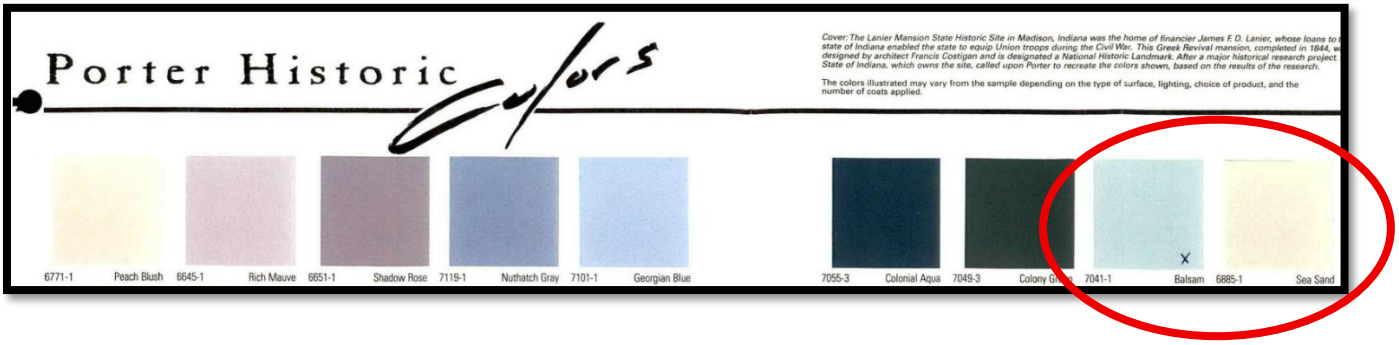
The rear elevation features brick on the first floor along with a fenestration of single hung windows and 10 “boxed columns for the rear covered porch.

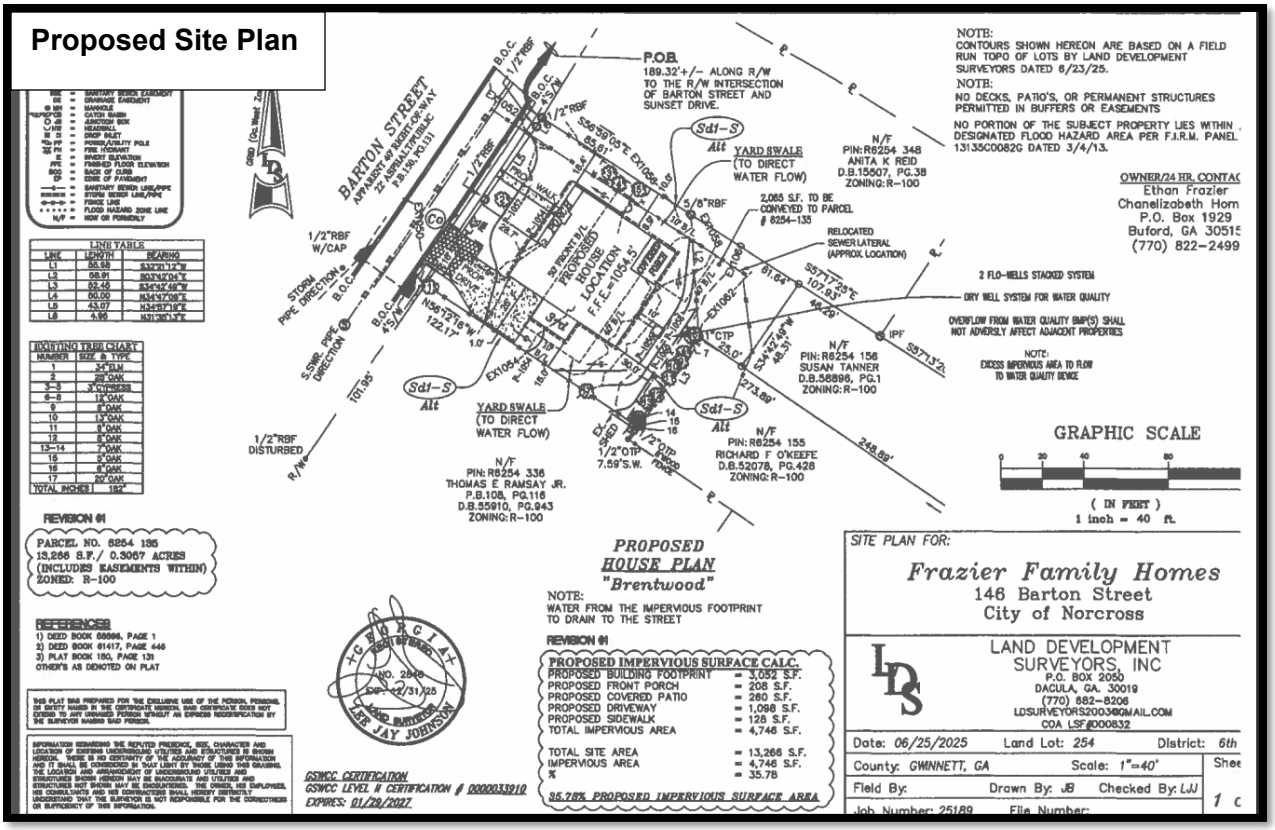
Second floor

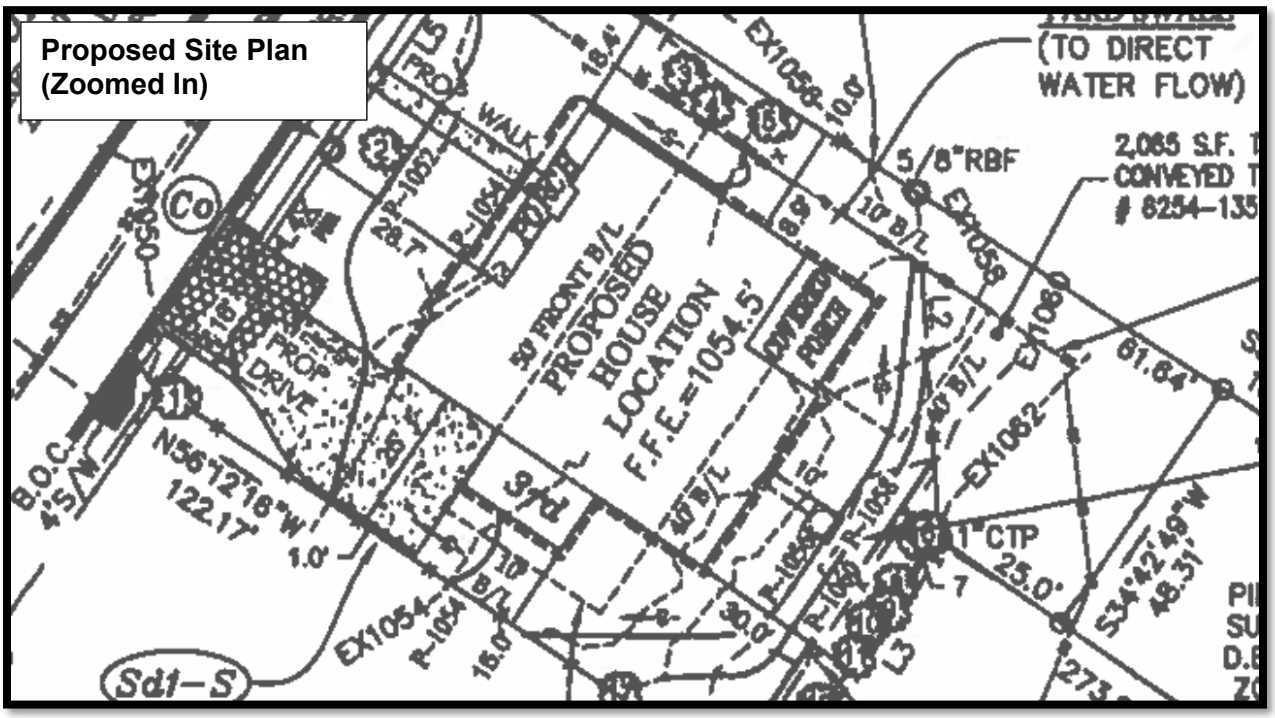
The second-floor features gable roofs made of horizontal siding and windows.

ELEVATION COLOR AND MATERIAL PLACEMENT ADDENDUM (Façade and sides)		
Component	**Color (Include manufacturer's ID)**	**Material**
Primary Façade: First	Sea sand 6885-1	Brick
Primary Façade:	Light blue Balsam 7041-1	Hardiplank siding
Primary Façade: Third		
Left Side:	Sea sand 6885-1	Brick
Left Side: Second	Light blue Balsam 7041-1	Hardiplank siding
Left Side: Third		
Left Side:		
Right Side:	Sea sand 6885-1	Brick
Right Side: Second	Light blue Balsam 7041-1	Hardiplank siding
Right Side:		
Right Side:		
Rear: First	Sea sand 6885-1	Brick
Rear: Second	Light blue Balsam 7041-1	Hardiplank siding
Rear: Third		
Rear: Basemnt		

COLOR AND MATERIAL PLACEMENT ADDENDUM (Exterior Components)		
Component	**Color (Include manufacturer's ID)**	**Material**
Masonry		
Garage Doors	Sea Sand	
Trim	White	
Mortar	Sea Sand	
Gutters	White	
Corner Board	White	
Railings	White	
Windows	White	
Window Sills	White	
Window Muntin/Mulli		
Columns	White	
Other Architectural Features		
Other Architectural		




Proposed Site Plan
BARTON STREET
P.O.B.
189.32'+/- ALONG R/W TO THE R/W INTERSECTION OF BARTON STREET AND SUNSET DRIVE.
NOTE:
CONTOURS SHOWN HEREON ARE BASED ON A FIELD RUN TOPO OF LOTS BY LAND DEVELOPMENT SURVEYORS DATED 6/23/25.
NOTE:
NO DECKS, PATIO'S, OR PERMANENT STRUCTURES PERMITTED IN BUFFERS OR EASEMENTS
NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN DESIGNATED FLOOD HAZARD AREA PER F.I.R.M. PANEL 13135C0082G DATED 3/4/13.
OWNER/24 HR. CONTAC
Ethan Frazier
Chanelizabeth Horn
P.O. Box 1929
Buford, GA 30515
(770) 822-2499
N/F PIN: R6254 348 ANITA K REID D.B.15507, PG.38 ZONING: R-100
YARD SWALE (TO DIRECT WATER FLOW)
2,065 S.F. TO BE CONVEYED TO PARCEL # 6254-135
RELOCATED SEWER LATERAL (APPROX. LOCATION)
2 FLO-WELLS STACKED SYSTEM
DRY WELL SYSTEM FOR WATER QUALITY
OVERFLOW FROM WATER QUALITY BMP(S) SHALL NOT ADVERSLY AFFECT ADJACENT PROPERTIES
NOTE: EXCESS IMPERVIOUS AREA TO FLOW TO WATER QUALITY DEVICE
N/F PIN: R6254 156 SUSAN TANNER D.B.56896, PG.1 ZONING: R-100
N/F PIN: R6254 155 RICHARD F O'KEEFE D.B.52078, PG.428 ZONING: R-100
N/F PIN: R6254 336 THOMAS E RAMSAY JR. P.B.108, PG.116 D.B.55910, PG.943 ZONING: R-100
YARD SWALE (TO DIRECT WATER FLOW)
1/2"RBF DISTURBED
1/2"RBF W/CAP
5/8"RBF
1"CTP
IPF
1/2"CTP 7.59'S.W.
50' FRONT B/L
PROPOSED HOUSE LOCATION
F.F.E.=1054.5'
OVERHEAD POWER
LINE TABLE
EXISTING TREE CHART
REVISION #1
PARCEL NO. 6254 135
13,266 S.F./ 0.3067 ACRES
(INCLUDES EASEMENTS WITHIN)
ZONED: R-100
REFERENCES
1) DEED BOOK 56896, PAGE 1
2) DEED BOOK 01417, PAGE 446
3) PLAT BOOK 150, PAGE 139
OTHER'S AS DENOTED ON PLAT
PROPOSED HOUSE PLAN "Brentwood"
NOTE:
WATER FROM THE IMPERVIOUS FOOTPRINT TO DRAIN TO THE STREET
REVISION #1
PROPOSED IMPERVIOUS SURFACE CALC.
PROPOSED BUILDING FOOTPRINT = 3,052 S.F.
PROPOSED FRONT PORCH = 208 S.F.
PROPOSED COVERED PATIO = 280 S.F.
PROPOSED DRIVEWAY = 1,098 S.F.
PROPOSED SIDEWALK = 128 S.F.
TOTAL IMPERVIOUS AREA = 4,746 S.F.
TOTAL SITE AREA = 13,266 S.F.
IMPERVIOUS AREA = 4,746 S.F.
% = 35.78
35.78% PROPOSED IMPERVIOUS SURFACE AREA
GSWCC CERTIFICATION
GSWCC LEVEL II CERTIFICATION # 0000033910
EXPIRES: 01/29/2027
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.
SITE PLAN FOR:
Frazier Family Homes
146 Barton Street
City of Norcross
LAND DEVELOPMENT SURVEYORS, INC
P.O. BOX 2050
DACULA, GA. 30019
(770) 682-8206
LDSURVEYORS2003@GMAIL.COM
COA LSF#000832
Date: 06/25/2025 Land Lot: 254 District: 6th
County: GWINNETT, GA Scale: 1"=40'
Field By: Drawn By: JB Checked By: LJJ
Job Number: 25189 File Number:


Proposed Site Plan (Zoomed In)
(TO DIRECT WATER FLOW)
2,065 S.F.
CONVEYED
6254-135
5/8"RBF
50' FRONT B/L
PROPOSED HOUSE LOCATION
F.F.E.=1054.5'
OVERHEAD POWER
PROP. DRIVE
PROP. WALK
N56°12'16"W 122.17'
1"CTP
25.0'
S34°42'49"W 48.31'
61.64'
EX1058
EX1082
EX1054
Sd1-S

Summary of the applicant's proposal

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. The proposed brick type is Southern Pearl.

Proposed Site Plan

The applicant's site plan shows the footprint of the proposed two (2) story, approximately 3,800 square foot home. Through the exemption plat process, the applicant did a land swap with the adjoining parcel at 161 North Peachtree Street, acquiring approximately 2,376 square feet of land to add to 146 North Barton Street, which increased the size of the lot from 10,890 square feet to 13,266 square feet. The additional square footage added to the subject property reduced the impervious coverage footprint of the proposed home, and also created a deeper rear yard.

Approved Variances

At their September hearing, the Zoning Board of Appeals granted two (2) variances to reduce the front setback from code required 50 feet to 28.7 feet, and to increase the impervious coverage allowed from the maximum of 35 percent to 35.78 percent for the new home situated on a R100 lot. With written notarized consent from the adjoining property owners, the applicant received an administrative variance (AV2025-011) to reduce the rear setback from code required 40 feet to a proposed 30 feet, due to the size of the property which is 2,000 square feet under the minimum required 15,000 square feet for R100 properties. The subject parcel is considered to be legal non-conforming due to its small size.

Inspections

On June 3, 2025, the City's Building Official inspected the building and noted that several alterations had been made to the original structure and salvaging of materials would be at the discretion of the homeowner. The Engineer's report drafted by Michael Quinn and Associates, P.C., assessed the feasibility of renovating the existing building which is attached to this analysis. Per the report, "considering the extensive reconstruction foundations and framing necessary, as well as regrading and site work, it will be more cost effective to raze the existing structure."

Background

The subject parcel and building are located within the National Historic District. Available records from the Gwinnett County Tax Assessor indicate that the dwelling was constructed in 1920. As it pertains to the Georgia Historic Resources survey conducted for the site in 2007, the existing home is not on the National Register. The submitted application is a request for complete demolition and construction of a new home.

Current zoning district for the property

The R100 single-family residence zoning district is intended primarily for single family residences and related uses on large sized lots in the city.

Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

JOB LOCATION			
Job Site Address: 146 N Barton St	Lot # 254	Tax Parcel ID: R6254-135	

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: Susan Tanner	Phone: [redacted]		
Address: 161 N Peachtree St	City: Norcross	State: Ga	Zip Code: 30071

APPLICANT			
Applicant Name: Susan Tanner	Phone: [redacted]		
Company Name:	Email: [redacted]		
Address: 161 N Peachtree St	City: Norcross	State:	Zip Code:

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:

New construction of two-story, single family house approx 3800 sq ft with a detached three car garage

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: Susan Tanner	Date: 9/10/2025

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.

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: 65 ft	Length: 63 ft	Height:* 39 ft
Area Dimensions:		
First Floor: 2476 sq ft	Second Floor: 1317 sq ft	Third Floor:
Basement**:	Front Porch: 201 sq ft	Rear Porch: 260 sq ft
Patio:	Garage: 650 sq ft	
Primary Roof System: (Circle One)		
(Gable)	Hip	Grambel
Mansard	Jerkinhead	Flat
Saltbox	Shed	Other:
Roof Pitches:		
Primary Roof Pitch: 8:12		
Secondary Roof Pitch: 6:12		
Additional Roof Pitch: 4:12		
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.

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	Sea sand 6885-1	Brick
Primary Façade:	Light blue Balsam 7041-1	Hardiplank siding
Primary Façade: Third		
Left Side:	Sea sand 6885-1	Brick
Left Side: Second	Light blue Balsam 7041-1	Hardiplank siding
Left Side: Third		
Left Side:		
Right Side:	Sea sand 6885-1	Brick
Right Side: Second	Light blue Balsam 7041-1	Hardiplank siding
Right Side:		
Right Side:		
Rear: First	Sea sand 6885-1	Brick
Rear: Second	Light blue Balsam 7041-1	Hardiplank siding
Rear: Third		
Rear: Basemnt		

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		
Garage Doors	Sea Sand	
Trim	White	
Mortar	Sea Sand	
Gutters	White	
Corner Board	White	
Railings	White	
Windows	White	
Window Sills	White	
Window Muntin/Mulli		
Columns	White	
Other Architectural Features		
Other Architectural		

michael quinn and associates, p.c.
6767 peachtree industrial blvd. • suite p
norcross, georgia 30092
770-452-0744

January 28, 2025

Dr. Susan Tanner
Mr. Mark Bugajski
146 N. Barton Street
Norcross, Georgia 30071

RE: 146 N. Barton Street
MQ + A Project No. 25018

Dear Susan and Mark:

On January 17, 2025, the undersigned visited the referenced project to evaluate the suitability of the existing structure for a proposed renovation. Our observations were visual only and limited to the exposed portions of the structure; we did not remove finish materials or perform soil or material tests. This report presents our opinions and does not constitute a warranty or guarantee of the condition of the structure. We can only make assumptions about covered or partially exposed existing construction (including foundations and soil bearing capacity). We are not liable for our assumptions regarding covered or partially exposed construction, or any modifications or repairs made as a result of these assumptions.

The existing structure is a wood-framed one-story home with wood siding on a rubble and masonry crawl space foundation. We understand it was built in 1920. Our findings and recommendations follow:

1. The lot slopes from rear-to-front. The house is in the path of and interrupts the overland flow of surface water. The grade adjacent to the house does not slope away from the foundation.
2. The crawl space does not have adequate clearance between the soil and the wood floor system. The short foundation walls do not permit through-wall vents and proper ventilation and air flow in the crawl space. Mold and wood rot will result from these conditions.
3. There does not appear to a foundation drain around the perimeter of the house, which will aggravate the problems described above.
4. An addition previously made to the entire back of the house does not have foundations. This portion of the house has settled differentially from the original house.
5. The rubble foundation for the chimney on the left side of the house has settled more than the adjacent concrete masonry foundation, as evident by the non-horizontal joints in the siding.
6. The carport structure appears to have been built on a driveway slab, without proper foundations
7. The grade around the perimeter of the house is too high, and the wood siding does not have adequate clearance from the soil.

8. Our experience with similar structures is that once renovation begins, inadequately sized wood members and construction details that do not satisfy current load-carrying requirements will be uncovered, necessitating replacement of the majority of the framing.
9. The poor drainage and proximity to soil increase the likelihood that rotted wood, termites, and mold will be discovered during the entire structure during the renovation, necessitating replacement of affected members.
10. We understand the electrical wiring does not have a ground wire, necessitating modernization of the electrical system.
11. In the carport, the naked electrical wiring is stapled unprotected to the walls.
12. The existing foundation consists of concrete masonry walls, stone rubble masonry perimeter walls, and isolated interior piers. The foundations for these elements are questionable. The mortar holding the walls and piers together is deteriorated and easily crumbles. The foundations should be replaced.
13. The brick-veneered masonry chimney on the left side of the house is distressed and the integrity of the flue is questionable.
14. The front porch is too close to the ground; the floor framing could not be observed. The front stoop and stairs have settled. The wood floor is rotten and uneven, creating a tripping hazard. We suspect is it rotted and/or termite damaged and must be replaced.
15. Re-grading of the yard, possibly including new retaining walls, area drains, and dry wells, may be required to maintain a crawl space under the porch and house.
16. Our experience with similar projects has been that additional issues will be discovered once the repair and reconstruction process begins. Contingencies should be made in the schedule and budget for this likelihood.

Considering the extensive reconstruction of the foundations and framing necessary, as well as the regrading and site work, it will be more cost effective to raze the existing structure. Please do not hesitate to call if you have any questions or if we can be of further assistance.

Sincerely,
MICHAEL QUINN AND ASSOCIATES, P.C.

Michael D. Quinn

GEORGIA REGISTERED No. 16303 PROFESSIONAL ENGINEER M. D. QUINN
1-28-2025

MONARCH CAPITAL ADVISORS

To Whom It May Concern:

Our client Susan Tanner has sufficient funds available, for immediate use, in planned construction of the proposed home at 146 N. Barton Street, Norcross, GA 30071, once demolition of the existing structure has taken place.

Please contact me with any additional inquiries.

Sincerely,

Thomas Lance

Financial Advisor

Monarch Capital Advisors

Atlanta, GA

770-847-9362

Georgia Historic Resources

Historic Preservation Division,
Georgia Department of Natural Resources.

Resource ID	206781
County	Gwinnett
Item 1. Resource Name	
Item 3. Resource Address/Location	146 North Barton Street Norcross 30071
Item 4. Owner's Name and Address	
Item 5. Classification	Building
Item 7. Current Use	Domestic/residential-Single dwelling
Item 7. Original Use	Domestic/residential-Single dwelling
Item 8. Date of Construction (or estimate)	c1920
Item 9. Major Changes	**Altered:** **Description** **Date** **Additions:** **Description** **Date** rear and carport **Moved:** **Description** **Date** **Destroyed:** **Description:** **Date:**
Item 10. Architect/engineer/designer	Unknown
Item 11. Contractor/builder/craftsman	Unknown
Item 12. Style	Craftsman
Item 13. Building Type	House types-Pyramid cottage
Item 14. Original Floor Plan	Three or more rooms [Two rooms]
Item 15. Plan Shape	Square
Item 16. Number Of Stories	One
Item 17. Facade Symmetry	Asymmetric
Item 17. Front Door(s)	One door
Item 18. Roof Type	Hip
Item 18. Roof Material	Composition shingle/asphalt shingle
Item 19. Chimney placement and	

Material	Gable-end, exterior [Brick]
Item 20. Type Of Construction	Balloon frame/platform frame
Item 21. Exterior material(s)	Wood-Weatherboard/clapboard/beveled siding
Item 22. Foundation material(s)	Stone
Item 23. Porches	Portico [Front] [1 story] [Partial] [Wood] [Gable]
Item 24. Windows	Double-hung sash [Flat-headed] [1/1] [Rectangular] Fixed [Flat-headed] [Rectangular]
Item 25. Additional physical description	fixed single light window; exposed rafters; wooden plank roof over porch with shingles; front porch screened
Item 26. Pictures	Resource 57-b.jpg (96k) Resource 57-a.jpg (90k) Resource 57-c.jpg (92k)
Item 27. Description of outbuildings (if any)	Implement shed
Item 29. Description of Landscape Features	Yard setting-Casual/unplanned
Item 30. Count	**Number of Buildings:** 1 **Number of Structures:** 0 **Number of Outbuildings:** 1 **Number of Sites:** 0 **Number of Landscape features:** 0
Item 31. Description of the environment	Town-Residential [Mixed old and new]
Item 32. Archeological Potential	
Item 33. History	
Item 34. Historical theme(s)	Architecture
Item 34. Distinctive aspects of GA's history	
Item 35. Significance	Architecture-Architectural type-Common Architecture-Architectural design [Good example/illustration] Architecture-Craftsmanship [Good example/illustration]
Item 36. Sources of Information	
Item 37. Prepared By	Susanne Perry Terracon 2855 Premiere Parkway Suite C Duluth GA 30097

Item 38. Date Of Survey	**Survey**	**Resurvey**	
	2007		
Item 39. Government preservation activity			
Item 40. National Register Eligibility	Appears to meet Nat. Reg. criteria		
Item 41. USGS quadrangle name	Norcross		
Item 41. UTM Reference and XY Coordinates	**Zone**	**Easting**	**Northing**
	16	757461	3759359
	X Coordinate	**Y Coordinate**	
	-84.214325246725	33.94499124117	
Item 42. Tax map number	6254 135		
Item 43. Recognition and Date	**Recognition**	**Date**	
Item 43. State Agency			
Item 43. Condition	**Condition**	**Due To**	**Threatened By**
	Good	Structure	

- **TIP:** To print this report select Print from the browser 'File' menu.
- These results are based on survey data in the database at the time of the search. Not all areas of the state have been surveyed, and not all surveyed areas have been surveyed to current standards. Unsurveyed resources meeting the parameters of your search/query may exist in surveyed and unsurveyed areas.
- This is a product of Georgia's Natural, Archaeological, and Historic Resources GIS developed by The Carl Vinson Institute of Government, ITOS Division at The University of Georgia. The University of Georgia expressly disclaims responsibility for damages or liability that may arise from the use of this report.

Photo 1: 206781

Photo 2: 206781

Photo 3: 206781

Historic Demolition Questionnaire

Community Development Department
678-421-2027 | 65 Lawrenceville Street Norcross, GA 30071

If the property is located within the National or Local Historic District, please complete this application form in addition to the Demolition Permit Application.

ARCHITECTURAL INFORMATION

1.	Would you like to request an inspection by the City of Norcross Building Official to confirm if this building, structure, or part thereof is deemed an immediate threat to public health or safety, per section 307-6 (f) (8)? ☐ **Yes** ■ **No**
2.	Provide a brief description of the materials, configuration, and use of the existing structure. If additional space is required, use a separate sheet of paper and label it attachment "A": Small (aprox 800 sq ft) 1920s built cottage with attached single carport. See attachment A
3.	Provide a brief explanation of why the historic demolition is requested. If additional space is required, use a separate sheet of paper and label it attachment "B": The existing structure cannot be expanded into full size, two storey house. See attachment B
4.	Provide a brief description of the proposed reuse, reconstruction, or replacement of the existing building. If additional space is required, use a separate sheet of paper and label it attachment "C" (This can be supplemented by the Architectural Review Board or Historic Preservation Commission application): The existing building will be replaced with the structure built in compliance with historical themes

ABUTTING PROPERTY INFORMATION

Provide the names and addresses of all property owners abutting the property on which the historic demolition is requested. If additional space is required, use a separate sheet of paper and label it attachment "E":

1.	Name:	Address:
	Phone:	Email:
2.	Name:	Address:
	Phone:	Email:
3.	Name:	Address:
	Phone:	Email:
4.	Name:	Address:
	Phone:	Email:

APPLICANT SIGNATURE *(please read and initial)*

_____Application is hereby made according to the laws and ordinances of the City of Norcross for a permit to demolish a building, structure or part thereof located within the National Historic District as described herein or shown on accompanying plan and specification, to be located as shown on accompanying plat plan and if same is granted, agree to conform to all laws and ordinances regulating same. Demolition will be started no later than six months from date of permit issue. Personally appeared the above named applicant, who under oath says that he/she is the applicant for the foregoing, and that all the above statements are true to the best of his/her knowledge.

Applicant Name (Print):	Signature:	Date:
Susan Tanner	Susan Tanner	5/19/2025

Historic Demolition Questionnaire

Attachment A

- Barton 146 cottage is a one level property with an extension to the back and a carport on its left side. It features approx 840 sq ft and consist of **entry room with a fireplace, two small bedrooms, kitchen that is partially expanded to the back (via the added-on extension) and a bathroom in the same extension part of the structure. Entry to the bathroom is from the kitchen. In the front, there is a small porch with the staircase.**

- The cottage has three windows (two in one bedroom and one in the second bedroom), three doors (one front the entrance porch, second from the carport, both doors lead to the front entry room) and one door from the kitchen to the backyard. There is one half size window from the kitchen to the backyard. Right side view is shown below:

- The cottage occupies approx. 1/3rd of the lot and is tucked to its right side. A car port is on its left side, closer to the centre of the lot. Left side view is shown below:

- There is small crawl space with inadequate clearance between the soil and unprotected floor wood joist/floor.
- The cottage siding is made of painted wood and due to the slope of the grade of the lot its back touches the soil in the back as shown on the photo below

Historic Demolition Questionnaire

Attachment B

- 146 N Barton St property layout is not suitable for new extensions to the left side due to the location of the carport and the fireplace, both blocking the left side of the structure. The right side of the cottage is too close to the next door neighbour's driveway.
-
- The later-added extension of the cottage rests on the existing foundations on one side and on 4x4 posts from the ground in the back of it. This extension has already settled differently from the original cottage as seen in the photo below.

- The rain water from the uphill houses and lots from N Peachtree St. flows under the cottage extension as seen on the photo below. The foundation of the extension will have to be rebuilt to better manage the water flow

- Current floor joists are spaced 20" and are supported by adjustable metal jacks in the crawl space. These joists will have to be reinstalled closer to each other to meet current building code (16" max. spacing). The metal jacks will have to be relocated. Most likely, the floors will need to be removed and re-installed on properly built joist
- Short foundation walls do not permit thru-wall vents and allow for proper ventilation of the crawl space.
- The current cottage siding is made of wood and due to the slope of the grade in the back, it touches the soil. All walls and floors will have to be inspected for rot, mould, termites, insects and, replaced or properly remedied. It will require opening the walls and floors
- The extension of the kitchen and the bathroom does not rest on foundations on one side of it and it already begun sinking into the ground.
    - Kitchen will have to be moved from the current unsafe location and rebuilt
    - Bathroom will have to be moved from the current unsafe location in the extension
    - Water heater will have to be relocated from the extension
- The fireplace chimney will have to be replaced as it poses a danger of falling. Chimney of the fireplace has crumbling mortar in the brick veneer, and it tilts away from the house. The rubble foundation for the chimney has settled more than the adjacent concrete masonry foundation. The integrity of the fireplace flue is also questionable.

- Front porch will need to be rebuilt to address slope and framing issues highlighted in the report.
- The carport structure was built on a driveway slab without proper foundations. It will need to be replaced with a proper garage.
- Old electrical wiring inside the cottage walls does not have a ground wire. Wiring inside the carport is stapled to the wall without protection.
    - Electrical wiring will have to be inspected and replaced where needed, by opening the walls and ceilings&floors.
    - Electrical distribution/breaker panel will have to be relocated from the bedroom.

- All water and drainage plumbing pipes will have to be rerouted to the new kitchen and bathroom locations.
    - Gas pipes will have to be rerouted to the new kitchen location, to HVAC furnaces and to the water heater

- HVAC system and ducts have to be removed and rebuilt for a two-story dual system

- The front porch is close to the ground with the stairs and front stoop settled down. The floor is uneven and rotted
- As per Consulting Engineers' report (Exhibit D) commenting on the potential renovation of the existing cottage:
  - *"Once the potential renovation begins, inadequately sized wood members and construction details that do not satisfy load-carrying requirements will be uncovered, necessitating replacement of the majority of the framing"*
  - *"Our experience with similar projects has been that additional issues will be discovered once the repair and reconstruction process begins"*
  - *Considering the extensive reconstruction of the foundation and framing, as well as the regrading and site work, it will be more cost effective to raze the existing structure*

In summary:

- **We bought the 146 N Barton cottage with the intent of expanding it into a more spacious home to "age in place"while maintaining the integrity and appreciation of Historic Norcross . After discussing our options with the builders working in Norcross (Stan Howington and Ethan Frazier) and especially after inspection done by the Consulting Engineers (who also worked in the area), we do not see the path to an attractive, safe and livable home wirhout demolition of the current structure**

Dear Mayor and Councilmen:

In preparation for the meeting on December 1, 2025, regarding the possible demolition of 146 N Barton Street, I wanted to share details and rationale as to why my request is being made. Please email or call me if you would like to meet, or if there are any questions at all regarding this situation.

I am not sure if it was clear at the meeting, but the home construction proposed would be for me to live in, along with my partner, Marek Bugajski. Between us we have four children and two grandchildren, so far. While I currently own and live at 161 N Peachtree Street, I would be moving to 146 N Barton Street to "age in place". The house on 161 N Peachtree would remain in my family as I do not intend to sell it.

146 N Barton is currently not inhabited. I rented it out for a short period of time shortly after I purchased the property, but this was to help someone who desperately needed a place to go for a short period of time.

When the property on Barton went on the market, I quickly purchased it "as is", as it had originally been part of a large plat that contained my current home on N Peachtree. I love my historic home but the narrow lot limitations for turning around to exit onto N Peachtree, as well as the quirks that go with an historic structure may not be the best place to live as I get older. I hired a structural engineer to evaluate the Barton street property to see if expansion of the existing dwelling would be a possibility. You have a copy of his report, in which he found multiple issues with the foundation (or lack thereof). Both he and the City Engineer of Norcross, who also inspected the structure, along with members of planning and zoning for city of Norcross, determined that there was very little original structure left, and that numerous additions and changes having been done through the years had rendered an unstable

situation. Remediating the existing foundation and residual walls was opined, by them, to not be feasible from both safety and financial endeavors. Uncontrolled water flow under this cottage has been what has caused fill-in and near collapse of the crawl space and sinking of back addition, driveway and chimney.

In proceeding forward working with City of Norcross Planning and Zoning as well as the Architectural Board Review, we came up with a house plan that we felt could fit our needs for ourselves and families as well as blend with the mixed types of homes on Barton Street. At the last meeting, unfortunately, the picture that you were provided of the proposed home was a simple line drawing which demonstrated none of the detail or actual look of the finished house. I am providing that herewith. Additionally, I filed and received an exemption plat from Gwinnett County (and subsequently City of Norcross) to give 25 feet of depth to the Barton Street lot from my N Peachtree lot. I felt that this would help in meeting the impervious space requirements as well as to give more flexibility in properly grading the lot, which has never been done. Please note, the proposed construction would have a slab foundation, no basement or crawl space.

Reuse of walls and other components of the existing house is not possible. The ongoing issues with water intrusion and subsequent mold infestation have rendered those materials unsafe to use. I collected agar plates to show the mold growth both in the crawl space and in the house itself and have provided photos of those, along with photos of the deteriorating crawl space.

I respectfully ask that you consider my request for demolition and new home construction.

Thank you for your time and attention,

Susan Tanner

Susantannermd@gmail.com

404-452-6319

161 N Peachtree Street, Norcross, GA 30071

146 N Barton St Demolition Request Agenda

- **Current property description**
- **Identified issues and hazards**
- **Rationale for demolition**
- **Proposed replacement house and ADU**

Cottage on 146 N Barton - Summary

- The original 25’ by 28’ rectangular structure was erected in 1920s as a part of 161 N Peachtree St. estate
- Front porch was rebuilt at later time
- Carport and back extension added in 1940-1990 timeframe
- Back extension created a small (860 sq ft) cottage located on the extreme right side of the lot, 7 feet away from the property boundary
- 3.5 small windows, 3 doors
- Property is <u>not on the historical homes register</u>
- Inspected for presence of historical components by planning/zoning city team

As per Pre-deconstruction Inspection Report:
“none of the materials are original, most interior is not original, so it is OK if the home is demolished”

Is this a Historical Cottage? 1920s vs. now

Back then the front porch had:

- Less columns
- Thicker columns
- No railings
- Different steps
- Different color

There was no back addition, as backyard can be seen through back door

Looks different today than in 1920s

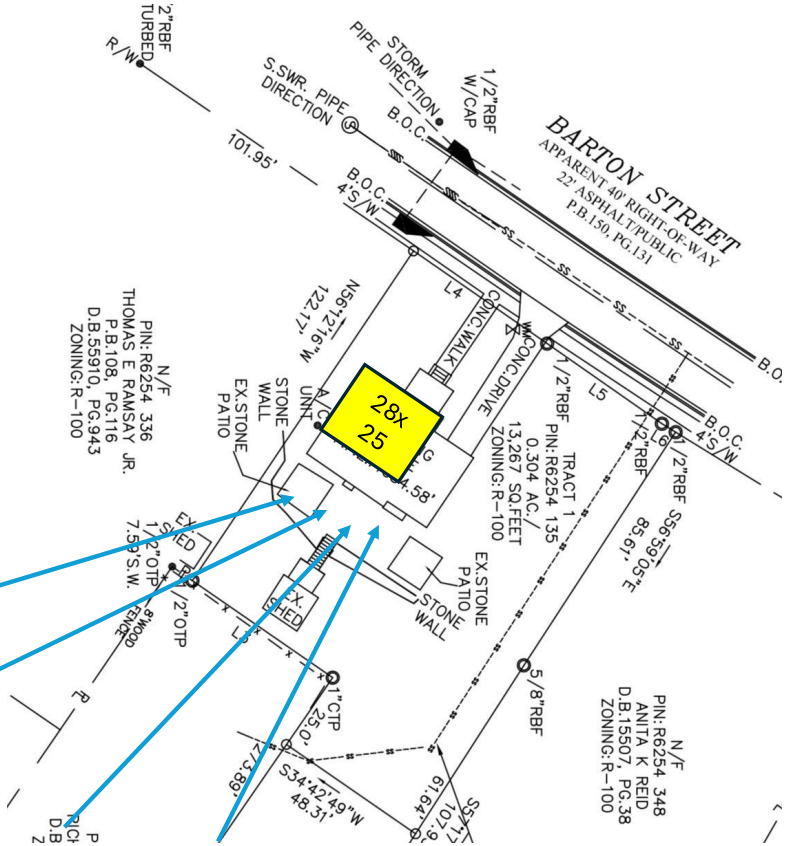
Cottage on 146 N Barton – Uncovered Issues

- **Inspected for presence of mold – unacceptable levels of airborne spores found**
- **Safety and fire hazards found (see next pages)**
- **No documentation/plans of the original structure or permits for subsequent modifications**
- **Does not, and will not comply with current building codes, according to city inspector without complete demo and rebuild**

As per Professional Engineer's report:
"the structure location, foundations, back additions, chimney, floor plan, and carport are not suitable for further expansion and addition of the second floor.."

Cottage on 146 N Barton – Location

- 7 feet away from lot line
- 2 bedrooms overlooking neighbor's driveway
- Located on the bottom of steep hill and in front of a stone wall that does not stop or redirect rainwater
- Rainwater flows towards the structure from four N. Peachtree lots

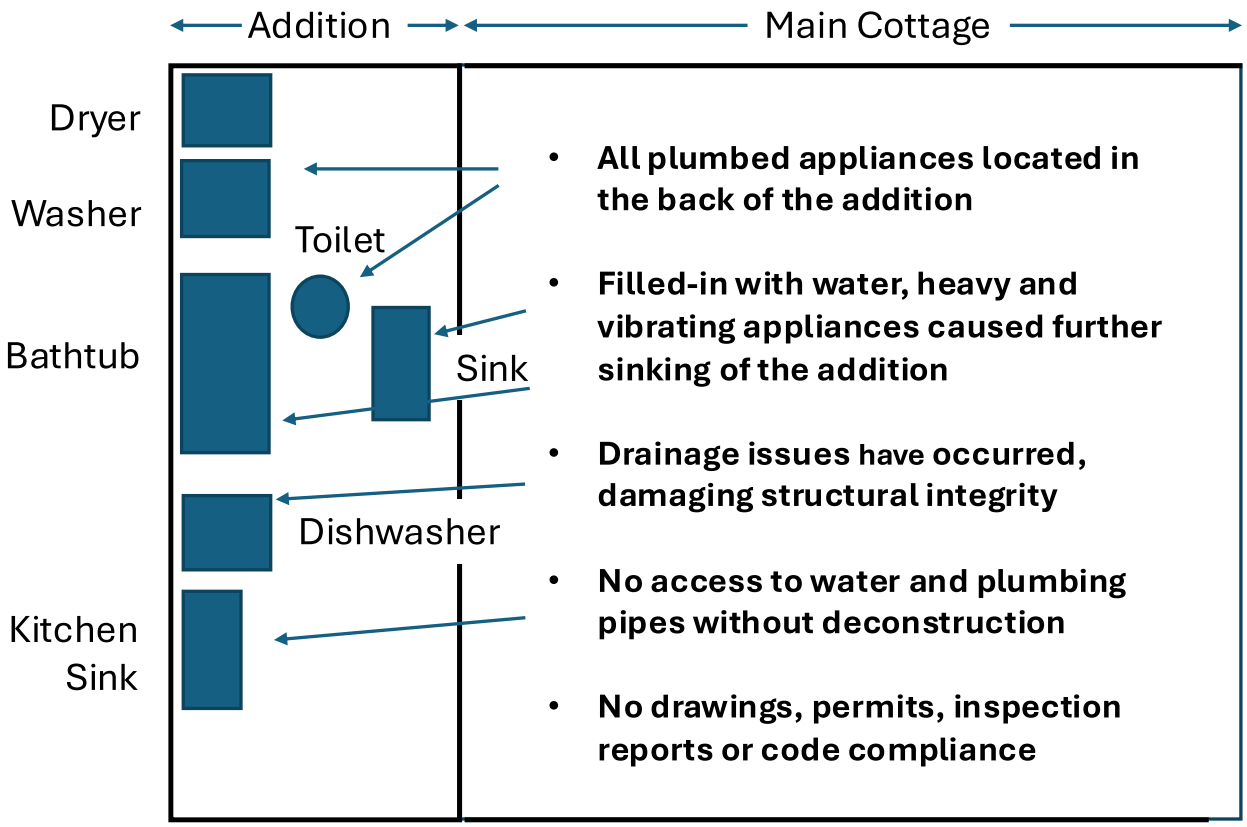


- Original structure (28' by 25')
- Back addition of 10' by 28'
- Later added carport and a driveway in the center of the lot
- Heated part occupies less than 1/8th of the entire lot

Cottage Additions

- **10’ by 18’ addition in the back was built at later time and contains:**
  - **Half of the kitchen floor, including farmhouse sink, range and dishwasher**
  - **Sole bathroom with entry from the kitchen with a big bathtub**
  - **Laundry room with entry from the bedroom**
- **Side carport with a water heater located in the back**
- **Back addition is sinking under the carried weight**
- **Back wall of the addition touches the ground and rainwater flowing under it**

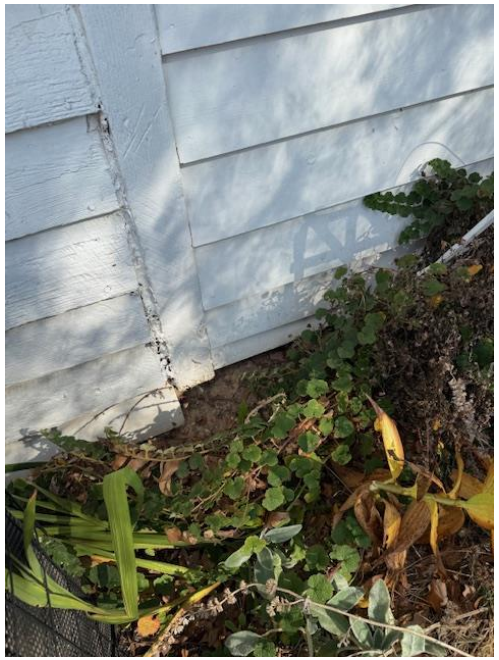
Inside the Back Addition – Weight Issues



- **All plumbed appliances located in the back of the addition**
- **Filled-in with water, heavy and vibrating appliances caused further sinking of the addition**
- **Drainage issues have occurred, damaging structural integrity**
- **No access to water and plumbing pipes without deconstruction**
- **No drawings, permits, inspection reports or code compliance**

Side of the Cottage – Shows the Collapsing Back Addition

- Rotting cedar siding throughout
- Back addition is collapsing as indicated by different slopes of siding
- Structural Hazard



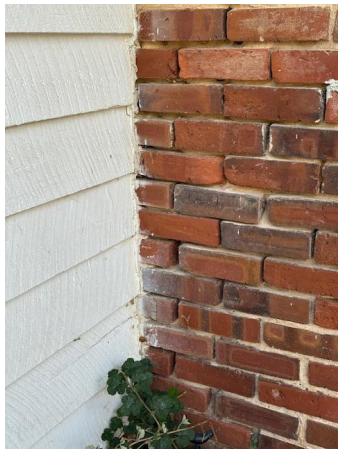
Wall of the Back Addition

Rotting Wood Siding and Corners

Wall Touches the Ground. No drainage

Rainwater flows under the structure causing collapse and mold growth

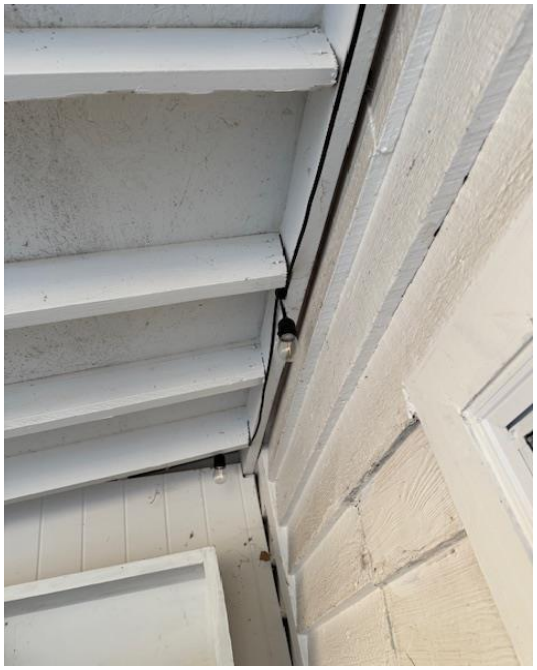
Car Port Floor and Chimney

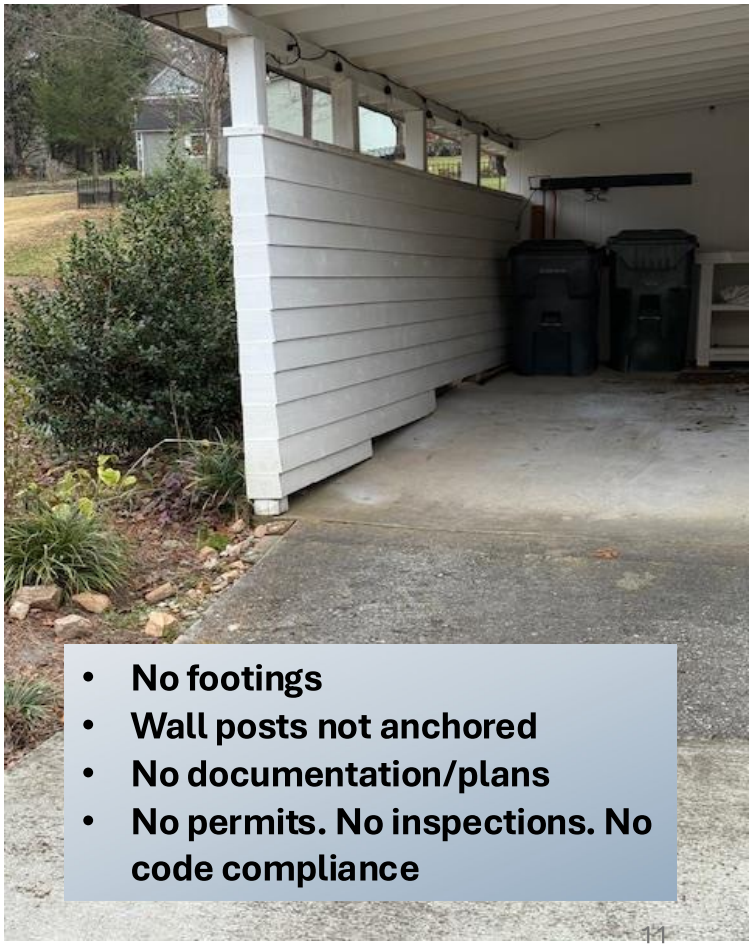


- **Extremely sloping concrete slab – cracked and breaking apart – Tripping Hazard**
- **Fireplace chimney with crumbling brick veneer leans towards the cottage - integrity of the flue is questionable - Collapse Hazard**
- **No documentation/plans. Permits not taken. No inspections or code compliance**

Car Port Wall and its Roof – Structural Failure Hazard

- **Roof is separating from the cottage structure**
- **Outside wall is leaning away and may collapse with strong winds**





- **No footings**
- **Wall posts not anchored**
- **No documentation/plans**
- **No permits. No inspections. No code compliance**

Cottage Front Porch

- **Built too close to the ground**
- **Heavily slopes down towards the front – Tripping and fall hazards**
- **Rotting and uneven wood - Structural failure hazard**

Cottage Crawl Space – Structural Hazard

- Floor joists are spaced 30” apart (16” is a code)
- Collapsing joists are propped-up with 8x8 wood blocks hoisted by metal screw jacks
- Metal screw jacks are not anchored on top or the bottom
- No wall support for the wooden props
- Entire floor is floating and will eventually fail

Metal Jacks Swaying Away – Structural Hazard

- **Metal jacks are already dislodging**
- **Entire floor is and internal walls above are floating - Major structural hazard**
- **Building code non-compliance. Not permitted. No inspections reports**

Floor Support – Structural Hazard

- Where wooden props were installed, the floor joists are propped up with stones, bricks and rocks
- These supports may crumble under heavy weight causing floor and internal walls collapse
- Side foundation wall is cracked and crumbling
- No inspection reports
- No code compliance

Electrical Wiring Inside Cottage – Safety and Fire Hazards

- One or two outlet per room creates power loading hazards
- Outlets are fed by two cloth bound, old electrical wires with no ground connection
- No electrical code compliance

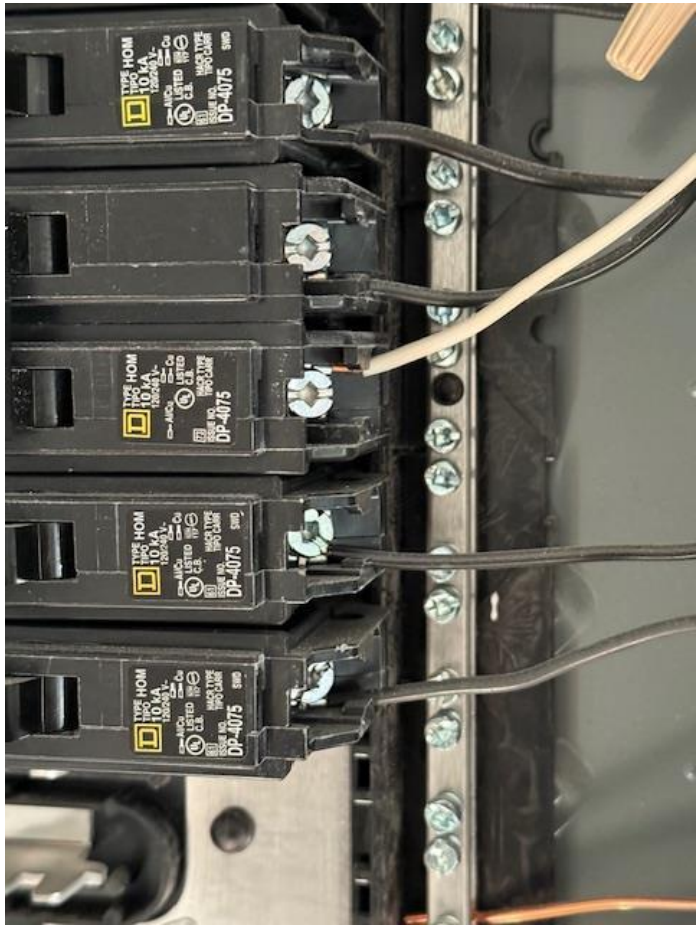
Electrical Wiring Outside Cottage – Safety and Fire Hazards

- Electrical wires are unprotected and stapled to the siding
- Electrical boxes are floating
- No electrical code compliance

Electrical Panel - Safety and Fire Hazard

- Located in the bedroom
- Cloth shrouded wiring
- Skipped return and ground connections
- Safety and fire hazards

"this would never pass my inspection" – city inspector



Mold Inside Cottage and Crawl Space – Major Health Hazard

- Aspergillus and Penicillium Mold on Agar Petrie Dishes (more than six colonies per dish considered dangerous) growing after exposed to air
- To eliminate mold the entire crawl space must be free of water and have vapor barrier and dehumidifier installed

Mold Inside Cottage and Crawl Space – Major Health Hazard

Inside Cottage

Crawl Space

- Mold produces mycotoxins, chemicals capable to pass through floor joists and flooring boards
- Mycotoxins are odorless and undetectable unless testing is done
- All wooden components, flooring, walls and roof will have to be inspected for mold growth
- Infested items will have to be replaced – the reuse of organic materials that had mold is not to be done

Remedies of Problems

- Rainwater flows under the cottage - re-grading needed to manage rainwater flow and steer it away from the house
- House is placed too close to the ground and risks inside flooding - must be moved higher after lot re-grading
- Back addition is sinking causing more water intrusion and drainage hazards – appliances must be relocated and pipes replaced
- Mold infested crawl spaces and inside – crawl space needs to be eliminated (filled in) and infested wood must be discarded after lot re-grading
- Screw metal jacks and wood blocks that are propping up the floors are not anchored or attached to floor joists – must be removed
- Walls foundations in the back addition and on both sides violate building code – must be replaced
- Electrical wiring violates building codes – proper wiring must be installed
- Carport roof is separating from the main structure – needs to be replaced
- Carport floor is very uneven and cracking – must be replaced
- Cedar wood siding is crumbling and rotting - must be replaced
- Chimney is crumbling and leaning towards the structure – must be removed
- Front porch is rotting and falling apart - must be replaced

Why Request Demolition?

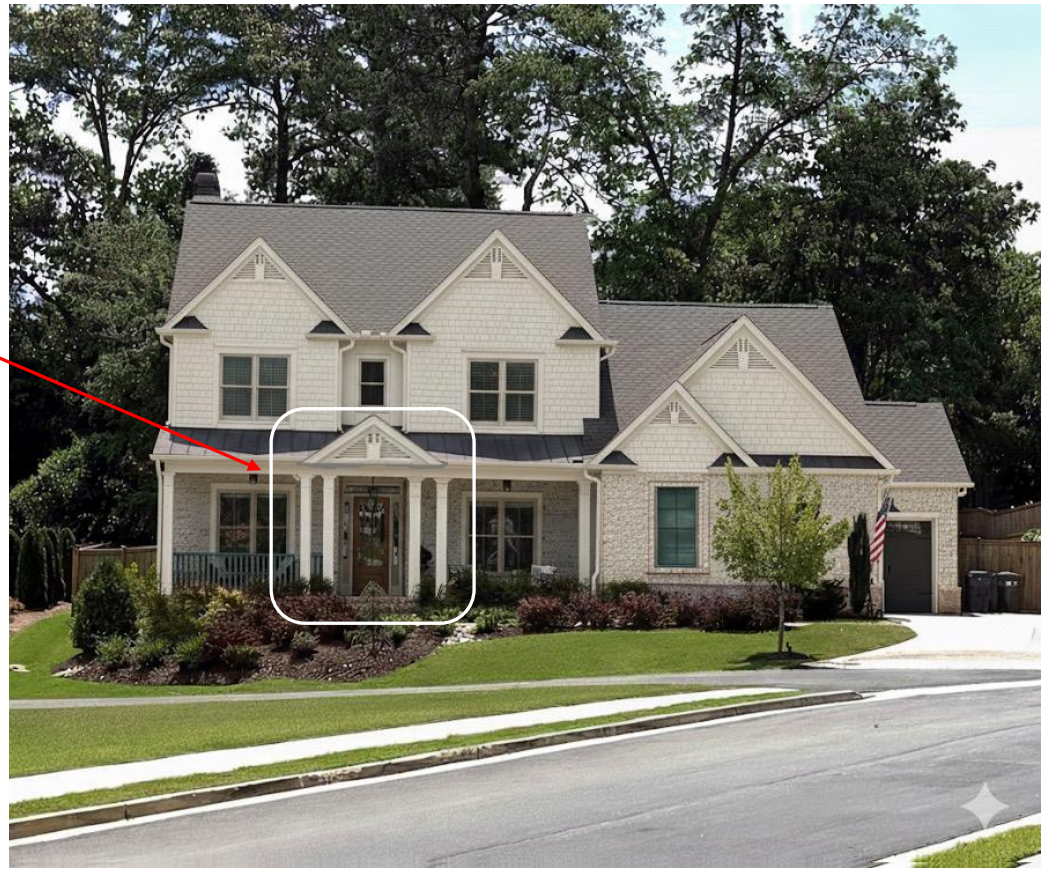
- ***We love the location, but our living needs require safety and a second floor for our families who visit quite often***
- ***The entire lot requires regrading to manage rainwater runoff. Impossible to do with the structure in place***
- ***The existing structure has many safety and health hazards***
- ***The existing structure can not be brought to comply with current building codes without complete reconstruction***
- ***The back addition is sinking and cannot support a second floor***
- ***The existing roof will not allow for a second floor***
- ***Carport is falling away from the main structure***

Proposed Replacement House

- On slab, no crawl space, no basement
- Similar in style and size to newer homes on Barton St, and to recently built houses in all of Norcross, including historic district
- Unanimously approved by city's Planning and Zoning depts and ARB of Norcross
  - No opposition to demolition once structural assessment of the cottage was reviewed
  - City and County approved lot expansion to improve the permeable rate
- Agreed to by immediate neighbors

Proposed Replacement House

- Beige brick on main floor and herringbone siding on the second floor
- Victorian in style:
  - Front porch copied from the existing cottage, extended forward with its own gable roof
  - Wide integrated front porch with columns
  - Decorative accents under the gables
  - Decorative window glass grills
- 2 bedrooms, 2 1/2 bathrooms on main floor
- 2 bedrooms and two baths on 2nd floor
- 2369 sq ft main floor
- 1222 sq ft second floor for 3600 sq ft total
- Elevator to the second floor
- Wheelchair accessible



Newer Homes Nearby

88 N Barton St
3 levels
4/3.5 beds/baths 3790 sq ft

61 N Barton St
4 levels
5/4 beds/baths 3950 sq ft

Newer Homes Nearby

110 N Barton 3 levels
4/2.5 beds/baths 2420 sq ft

150 Buchanan 3+ levels
4/4.5beds/baths 4210 sq ft

1/28/2026

Other Newly Built Homes Nearby

203 Sunset 4/4 3020 sq ft
155 Buchanan 4/4.5 5520 sq ft
297 N Peachtree 3/3.5 3790 sq ft
2848 Olie Av 4/3 3257 sq ft
2858 Olie Av 4/3 2533 sq ft

All newly permitted houses in Norcross have:
Built-in garages, two+ floors and are more than 3k sqft in size

Our Request:

- **We want to build a safe, state-of the art and beautiful house that:**
  - **Fits Victorian looks of Norcross**
  - **Is comparable in size with newer homes**
  - **Features modern house technology**
  - **Was approved by city's ABR**
  - **Brings more taxes to city and to the county**
  - **Increases valuation of nearby homes**
  - **Beautifies Barton St**

Thanks!

Susan and Marek

AN ORDINANCE OF THE CITY OF NORCROSS APPROVING A CERTIFICATE OF APPROPRIATENESS WITH CONDITIONS FOR THE PROPERTY COMMONLY KNOWN AS 146 NORTH BARTON STREET (PIN R6254 135).

ENACTING CLAUSE. The Mayor and City Council of the City of Norcross, Georgia, hereby ordain that a Certificate of Appropriateness is approved for the property described herein, subject to the conditions set forth below. It is the intention of the Mayor and City Council that the following provisions shall govern the approval of the Certificate of Appropriateness.

I. APPROVAL OF CERTIFICATE OF APPROPRIATENESS

The property commonly known as 146 North Barton Street (PIN R6254 0135) came before the Norcross City Council on February 2, 2026, for a public hearing considering the historic home demolition and new home design of the Subject Property. The public hearing was conducted and, duly advertised public hearing and having reviewed the record, hereby approve the Certificate of Appropriateness for the Subject Property, 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.

II. REPEALER

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

III. EFFECTIVE DATE

This ordinance shall become effective immediately and shall remain in effect until revised or repealed by further action by 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 _____, 2025.

DRAFT

_____
Craig Newton, Mayor

ATTEST:

_____
Monique Philip, City Clerk

DRAFT

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

AGENDA REPORT

To: Mayor and Council

From: Helen Balch, AICP
Community Development & Planning Director

Meeting Date: March 16, 2026 – Policy Work Session (PWS)

Item No.: 2026-67

Title: TEXT2026-002; Amendments to the Unified Development Ordinance

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

Recommendation
Approval of amendments to the Unified Development Ordinance

Background
The purpose of the proposed amendment is to require a regular appeal process for decisions of the Architectural Review Board (ARB), Tree Preservation Board (TPB), and Historic Preservation Commission (HPC), in order to ensure consistency with O.C.G.A. § 36-66-5.1(a)(2). The amendment clarifies the procedures and authority for appeals of ARB decisions, and to clarify language in the authority for the Tree Preservation Board.

The Planning & Zoning Board recommends approval of amendments as presented.

Financial Impact
N/A

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

1. Continues to define Norcross' sense of place
    a. 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.

Attachments
1. TEXT2026-002_104-3 Amendments Administrative Appeals 3.9.26
2. TEXT2026-002_On-the-record Review and Appeal to the Mayor and Council Form

Sec. 104-3. Decision making responsibilities.

(a) There are three basic categories of development reviews and actions associated with such reviews pursuant to this UDO:

(1) Legislative actions involve a change in land use policy or any final legislative action detailed in O.C.G.A. § 36-66-3(4). A public hearing is required, and final approval must be made by the Mayor and City Council. Examples include, but are not limited to, rezoning decisions, special use permits and comprehensive plan amendments.

(2) Quasi-judicial actions involve the application of discretionary standards required by this UDO to an application other than a zoning decision as defined in O.C.G.A. § 36-66-3(4). It requires a public hearing, and procedural due process. Examples include variances, special use permits and appeals of administrative decisions, as well as design reviews that require interpretation of a set of design guidelines.

(3) Administrative actions involve the application of the standards of the UDO to an application by a UDO Administrator (section 103-4, UDO Administrators). A public hearing is not required. An administrative approval typically occurs late in the development process. Examples include building permits, sign permits, and certificates of occupancy.

(b) The following table summarizes the review and approval authority of various review bodies involved in Legislative reviews, for each associated approval processes.

Figure 104-3(b) Legislative Action Approval Processes

Approval Process KEY: R = Review & Recommendation D = Final Decision A = Appeal PH = Public Hearing PM = Public Meeting	Cross-reference	Review and Approval Authority				
		UDO Administrator	Architectural Review Board	Historic Preservation Commission	Planning and Zoning Board	Mayor and City Council
Annexations	Sec. 104-5K	R			R-PH	D-PH
Concept plan approval submitted with a rezoning application[1]	Sec. 403-4	R/D			R-PH	D-PH
Concurrent variance request	Sec. 104-5	R			R-PH	D-PH
Planned development approval submitted with a rezoning to a PRD district[2]	Sec. 104-5	R	R		R-PH	D-PH
Special exceptions	Sec. 104-5	R				D-PH
Special use permit	Sec. 104-6G	R			R-PH	D-PH

Telecommunications permit	Sec. 104-5	R			R-PH	D-PH
Text amendment (comprehensive plan or UDO)	Sec. 104-5	R			R-PH	D-PH
Zoning map amendment (rezoning)	Sec. 104-5	R			R-PH	D-PH

Notes Applicable to Figure 104-3(b):

1 Sketch plans not requiring rezoning or special use permit approval can be approved by the Community Development Director as part of the preliminary plat review process. Whereas sketch plans submitted as part of a required rezoning will be reviewed as part of that rezoning.

2 Rezonings to or within the PRD district require an approved concept plan and architectural renderings of proposed buildings reviewed first by the Architectural Review Board, before the application is submitted to the Planning and Zoning Board.

(c) The following table summarizes the review and approval authority of various review bodies involved in Quasi-Judicial reviews, for each associated approval processes.

Figure 104-3(c) Quasi-Judicial Action Approval Processes

Approval Process KEY: R = Review & Recommendation D = Final Decision A = Appeal PH = Public Hearing PM = Public Meeting	Cross-reference	Review and Approval Authority						
		UDO Administrator	Architectural Review Board	Historic Preservation Commission	Tree Preservation Board	Zoning Board of Appeals	Planning and Zoning Board	Mayor and City Council
Design Review								
Minor Design Plan*	Sec. 104-6D	D						
Major Design Plan*	Sec. 104-6D	R	D[1]					
Preliminary plat	Sec. 405-3	R					R	R-PM
Final subdivision plat approval and revisions	Sec. 403-8	R					R	D-PM
Preliminary plat amendments		R					R	R-PM
Major Design Plan in Local Historic District	Sec. 104-6E	R		D[1]				

Historic Review—Cert. of Appropriateness in National Historic District and Regular Cert. of Appropriateness outside of the National Historic District	Sec. 104-6F	R	D[1]					
Historic Review—Cert. of Appropriateness in Local Historic District	Sec. 104-6E	R		D[1]				
Demolition permit in national historic district	Sec. 104-5	R	R					D-PH
Demolition permit in local historic district	Sec. 104-5	R		R				D-PH
Variances, Exceptions, and Appeals								
Variance	Sec. 104-6K	R				D-PH		
Appeals of Administrative Decision other than Tree Removal	Sec. 104-6C	R				A[1]		
Appeal of Administrative Decision regarding Tree Removal	Sec. 104-6C	R			A[1]			
~~Appeals of decisions by the ARB, HPC, or TPB~~	~~Sec. 104-6C~~	~~R~~						~~A~~
Stream buffer variance	Sec. 104-5	R						D-PH

Notes applicable to Figure 104-3(c);

1 All final decisions and appeals indicated with superscript ([1]) shall be subject to an on-the-record review and appeal to the Mayor and Council for the City of Norcross pursuant to subsection (e) of this ordinance.

(d) Permits that may be approved by a UDO Administrator through the administrative review process fall under three different review sub-categories: building review by the city Building Official, engineering review by the City Engineer, and zoning review by the Zoning Administrator. The following table summarizes the different administrative permits that may be granted under this UDO and which UDO Administrator review them.

Figure 104-3(d) Administrative Action Processes

Approval Process	Cross-reference	Review and Approval Authority		
		Building Official	City Engineer	Zoning Ad

Administrative Variance	Sec. 104-7A		■	■
Building Permit[1]	Sec. 104-7B	■	■	
Certificate of Appropriateness	Sec. 104-7C			■
Certificate of Completion	Sec. 104-7D	■		
Certificate of Occupancy	Sec. 104-7E	■		
Change of Occupancy certificate	Sec. 104-7F	■		
Commercial filming permit	Sec. 104-7G			■
Demolition Permit[2]	Sec. 104-7H	■		■[3]
Development Permit	Sec. 104-7I	■	■	■
Exemption Plat	Sec. 403-10	■	■	■
Land disturbance permit	Sec. 104-7J	■	■	■
Parking Waiver	Sec. 104-7K			■
Sign Permits[4]	Sec. 104-7L	■		■
Temporary Outdoor Activities Permit	Sec. 104-7M	■	■	■
Temporary Outdoor Retail Display Permit	Sec. 104-7N	■	■	■
Trade Permits, both commercial and residential[5]	Sec. 104.7P	■		
Tree Removal, both commercial and residential	Sec. 104-7O		■	■
Utility Permits	Sec. 104-7Q		■	
Zoning verification letter	Sec. 104-7R			■

Notes:

1 Building Permits fall under the following categories: Single- family townhome; Single-family Detached Home; Duplex; Residential 4-plex; Condominium; New commercial construction; Residential remodel; and Residential Storage

2 Demolition Permits fall under the following categories: Residential demolition outside of the historic district; Residential demolition inside the historic district; Residential interior or limited demolition; Commercial interior or limited demolition; and Commercial demolition removal of entire building or section

3 Zoning Administrator reviews demolition permits inside the historic district only

4 Sign Permits fall under the following categories: Temporary sign; New monument sign; Building sign

5 Trade permits are first classified as being either residential or commercial, and then may be for electrical repairs and upgrades, gas line repairs and upgrades, HVAC repairs and upgrades, low voltage repairs and upgrades, plumbing repairs and upgrades, or re-roof

(e) Secondary Appeal of Quasi-Judicial Decisions to Mayor and Council. Certain quasi-judicial decisions rendered by an inferior board or commission of the City as indicated in Figure 104-3(c) shall be subject to secondary review and appeal to the Mayor and City Council as provided herein. Until such review and appeal is made and a written decision rendered, the appellant shall not have exhausted administrative remedies or preserved issues for any subsequent judicial review.

(1) All appeals under this subsection shall be filed in writing with the Director of Community Development within twenty-one (21) days of the underlying body's vote on the decision.

(2) Any appeal of such decision shall be an on-the-record appeal by the Mayor and City Council, reviewing only the documents, testimony, and any other evidence admitted in the underlying quasi-judicial forum. The City staff shall provide the Mayor and City Council with the record at least fourteen (14) days prior to the item coming before the Council for a final decision.

(3) In filing the application, the appellant shall provide a description of the underlying decision sufficient to identify the applicable record, state the error(s) appellant contends the underlying body made in rendering its decision, provide a concise statement of appellant's arguments with citations to applicable authority, and identify the evidence that supports appellant's arguments, if any. Such a statement shall separately enumerate bases for appeal and the arguments and evidence presented as to each. The Community Development Department shall create and make available forms to any appellant; however, an appellant shall be under no obligation to use such forms so long as the appellant provides sufficient information and detail as required herein.

(4) Upon receiving an appeal provided for in this section, the Director of Community Development shall cause the appeal to be published as required by law and placed on the next available City Council meeting cycle considering notice requirements. Written notice of such appeal and hearing shall be delivered by mail or to the last known email address to the appellant and to other parties in interest, including the property owner, applicant, and any other party-in-interest in the underlying case.

(5) At the meeting during which a final decision by the Mayor and City Council may be reached, the appellant shall be given at least ten (10) minutes to present his/her arguments on the appeal. Other parties in interest who wish to be heard shall be given at least ten (10) minutes to rebut arguments presented by the appellant.

(6) Upon hearing arguments and considering the evidence, the City Council may, by majority vote, take any of the following actions relative to the enumerated errors in the appeal:

(i) Sustain the decision of the underlying board or commission (i.e., deny the appeal and uphold the decision);

(ii) Reverse the decision of the underlying board or commission and enter an order consistent with the power and authority of the underlying body (e.g., granting or denying a Certificate of Appropriateness in an ARB appeal);

(iii) Vacate the decision of the underlying board or commission and remand the proceeding with direction to the underlying body to consider certain evidence or interpretations;

(iv) Where additional time is required, table the matter for subsequent adjudication provided that notice is given to the appellant and other parties in interest as to when the appeal will be considered and a decision may be rendered.

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 pursuant to section 104-3(e). ~~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.~~

Sec. 103-6. Historic Preservation Commission (HPC).

(a) *HPC powers.* The Historic Preservation Commission (HPC) is hereby established and created, and is authorized to:

(1) Prepare and maintain an inventory of all property within the city of Norcross having the potential for designation as historic property;

(2) Recommend to the City Council specific districts, sites, buildings, structures, or objects to be designated by ordinance as historic properties or historic districts;

(3) Review application for certificates of appropriateness, and grant or deny same in accordance with the provisions of this UDO;

(4) Recommend to the City Council that the designation of any district, site, building, structure or object as a historic property or as a historic district be revoked or removed;

(5) Restore or preserve any historic properties acquired by the city;

(6) Promote the use of facade easements and conservation easements, as appropriate, in accordance with the provisions of the Georgia Uniform Conservation Easement Act (O.C.G.A., § 44-10-1 et seq.)

(7) Conduct educational programs on historic properties located within the city and on general historic preservation activities;

(8) Make such investigation and studies of matters relating to historic preservation, including consultation with historic preservation experts, the City Council or the HPC itself may, from time to time, deem necessary or appropriate for the purposes of preserving historic resources;

(9) Seek out local, state, federal or private funds for historic preservation and seek pre-approval from City Council for any grant request and make recommendations on the findings to the City Council concerning the most appropriate uses of any funds acquired;

(10) Consult with historic preservation experts in the Division of Historic Preservation of the Department of Natural Resources or its successor and the Georgia Trust for Historic Preservation, Inc.;

(11) Submit to the Historic Preservation Division of the Department of Natural Resources (or its successor) a list of historic properties of historic districts designated;

(12) Perform historic preservation activities as the official agency of the city historic preservation program;

(13) Employ persons, if necessary, to carry out the responsibilities of the HPC;

(14) Receive donations, grants, funds, or gifts of historic property and acquire and sell historic properties. The HPC shall not obligate the city without prior consent;

(15) Review and make comments to the Historic Preservation Division of the Department of Natural Resources concerning the nomination of properties within its jurisdiction to the National Register of Historic Places; and

(16) Participate in private, state and federal historic preservation programs and with the consent of the City Council, enter into agreements to do the same.

(b) *HPC Membership and terms.*

(1) The HPC shall consist of five members appointed by the City Council. All members shall be residents of the city, or the owner of a property in the historic district, and a majority of the members shall be persons who have demonstrated special interest, experience or education in history, architecture or the preservation of historic resources.

(2) To the extent available in the city, at least three members shall be appointed from among professionals in the disciplines of architecture, history, architectural history, planning, archaeology or related professions.

(3) Members shall serve three-year terms.

(c) *HPC rules and standards.*

(1) The HPC shall adopt rules and standards for the transaction of its business and for consideration of application for designation of certificates of appropriateness, such as by-laws, removal of membership provision, and design guidelines and criteria. The HPC shall have the flexibility to adopt rules and standards without amendment to this chapter.

(2) The HPC shall provide for the time and place of regular meetings and a method for the calling of special meetings.

(3) The HPC shall select such officers as it deems appropriate from among its members.

(4) A quorum shall consist of a majority of the members.

(5) The HPC shall be subject to all conflict of interest laws set forth in the state statutes and in the City Charter.

(6) The HPC shall have the authority to accept donations and to augment existing commission budgets.

(7) A public record shall be kept of the HPC proceedings and actions.

(d) *Appeals of HPC decisions.* Appeals of decisions of the HPC shall be taken to the City Council pursuant to section 104-3(e). ~~in the following manner.~~

~~(1) Any person, jointly or severally, aggrieved or adversely affected by any decision of the HPC may, within 30 calendar days of the decision, or, in the case of a failure of the HPC to act, within 15 days of the expiration of the 45 day period allowed for the HPC action, 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.~~

~~(4) City Council may approve, modify and approve, or reject the determination made by the HPC, if the City Council finds that the HPC abused its discretion in reaching its decision.~~

~~(5) In reviewing a decision of the HPC, the City Council may remand the matter to the HPC for further action. When a decision is made by the City Council on appeal to approve a plan, said approval shall constitute final plan approval for purposes of this article.~~

~~(6) Decisions shall be made based on the record presented to the HPC and the substantial evidence standard shall apply.~~

~~(7) All decisions of the City Council regarding appeals of decisions of the HPC shall be final and shall in all instances be subject to judicial review in the manner prescribed by law.~~

Sec. 103-8. Tree Preservation Board (TPB).

(a) *TPB powers.*

(1) A Tree Preservation Board is hereby established ~~to assist the Community Development Department in interpreting and enforcing the provisions of this UDO and~~ to advise and make recommendations to the Community Development Department and the Mayor and City Council on matters pertaining to the preservation of trees and the conservation of tree units within the city.

(2) The Tree Preservation Board shall have the power to grant variances to this chapter 200, article V based on a hardship not created by the applicant.

(3) The Tree Preservation Board shall have the power to hear appeals of any person aggrieved or adversely affected by an administrative decision made by the Community Development Director made pursuant to authority granted under Chapter 200, Article V ~~in~~ or otherwise in the course of administering the provisions of this UDO pertaining to the preservation of trees and the conservation of tree-canopy cover within the city.

(b) *TPB membership and terms.*

(1) The Tree Preservation Board shall consist of five members appointed by the Mayor and City Council.

(2) The members shall be residents or property owners of the city, except that up to two members may be nonresidents or non-property owners with professional expertise in arboriculture or horticulture or the land development/construction field.

(3) Each member of the Tree Preservation Board shall serve for three years.

(c) *TPB rules and standards.*

(1) Meetings. The Tree Preservation Board shall meet not less frequently than quarterly and shall establish rules and regulations for its operations consistent with the provisions of this UDO and chapter 200.

(2) The Tree Preservation Board shall have the power to adopt and promulgate such further administrative guidelines and standards as may be necessary or desirable to carry out the provisions of this UDO and chapter 200. The maintenance of the city's community tree species list shall be the responsibility of the Tree Preservation Board.

(3) Current copies of the community tree species list and other such administrative guidelines, standards, or regulations shall be maintained at the Community Development Department and shall be made available to the public for inspection and copying during normal business hours.

(d) *Appeals of TPB decisions.* Appeals of decisions of the TPB shall be taken to the City Council pursuant to section 104-3(e). ~~in the following manner.~~

~~(1) Any person, jointly or severally, aggrieved or adversely affected by any decision of the TPB 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.~~

~~(4) In reviewing a decision of the TPB, the City Council may remand the matter to the TPB for further action. When a decision is made by the City Council on appeal to approve a plan, said approval shall constitute final plan approval for purposes of this article.~~

~~(5) Decisions shall be made based on the record presented to the TPB and the substantial evidence standard shall apply.~~

~~(6) All decisions of the City Council regarding appeals of decisions of the TPB shall be final and shall in all instances be subject to judicial review in the manner prescribed by law.~~

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

On-the-record Review and Appeal to the Mayor and Council for the City of Norcross

UDO § 104-3(e) Appeal of Quasi-judicial Decision by a City Board or Commission

This form governs appeals of certain decisions rendered by the City's Board of Zoning Appeals, the Historic Preservation Board, the Tree Preservation Board, and the Architectural Review Board. This form can be used by an appellant (the challenger of a decision) to articulate the basis for an appeal and the decision the appellant believes was incorrectly decided by the underlying board or commission.

This form is not intended and does not provide legal advice. City Staff cannot assist you in completing this document. You are encouraged to consult with an attorney to determine your rights and obligations.

I. APPELLANT'S INFORMATION

Name of Appellant: _____

Address: _____

_____

_____

Appellant's Standing
(e.g., Applicant, neighbor, etc): _____

II. THE UNDERLYING DECISION

Name of Board or Commission: _____

Date of Decision: _____

Item Number: _____

Decision (Approval or Denial)_____

III. ENUMERATION OF ERRORS

Separately state each error you believe was committed by the underlying board or commission. An error may be an erroneous conclusion, an incorrect interpretation of applicable regulation, or any other challenge to the ultimate decision. You should provide sufficient detail for the Council

to identify your contentions, identify the facts you believe the Council should consider, and the applicable regulations or ordinances that you believe should be reviewed. Any facts cited must have been presented in the hearing before the board or commission.

Error No. 1	Description of Error:	_____
	Record facts to be reviewed by Council:	_____
	Applicable regulations or Ordinance Provisions:	_____
	Succinct Statement of Argument on Appeal:	_____
Error No. 2	Description of Error:	_____
	Record facts to be reviewed by Council:	_____

	Applicable regulations or Ordinance Provisions:	
	Succinct Statement of Argument on Appeal:	
Error No. 3	Description of Error:	
	Record facts to be reviewed by Council:	
	Applicable regulations or Ordinance Provisions:	
	Succinct Statement of Argument on Appeal:	

Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
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AGENDA REPORT

To: Mayor and Council

From: Helen Balch, AICP
Community Development & Planning Director

Meeting Date: March 16, 2026 – Policy Work Session (PWS)

Item No.: 2026-83

Title: Amendment to the Unified Development Ordinance

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

Recommendation

Approval of staff's recommended amendments to the Unified Development Ordinance, with a correction to allow mixed use to remain permitted as of right in the HX, Historic-Mixed Use, Zoning District.

Background

To ensure consistency with the recently approved Unified Development Ordinance amendments which removed references to the Comprehensive Plan, staff has identified and proposed corresponding code revisions in the following sections:

Chapter 100, Article 2, Section 102-2-Defined Terms
Chapter 200, Article 1, Section 201-9-RTH townhouse residence
Chapter 200, Article 1, Section 201-19-HX historic mixed-use
Chapter 200, Article 1, Section 201-20-NX neighborhood mixed-use
Chapter 200, Article 1, Section 201-26- M1 light industry
Chapter 200, Article 1, Section 201-27-M2 heavy industry

Financial Impact

N/A

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

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

Attachments

1. TEXT2026-003_Proposed Changes

Update

At their March 4, 2026, hearing, the Planning and Zoning Board recommended approval with staff's conditions, with the correction to allow mixed use to remain permitted as of right in the HX, Historic-Mixed Use, Zoning District.

Ordinance TEXT2026-003

An Amendment to the City Code of Ordinance

Chapter and Purpose: Subpart B Unified Development Ordinance, Section as noted.

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 following provisions shall become and be made part of the Code of the City of Norcross.

1. Amendment to edit the language as noted on the attached, to add those items shown as underlined and highlighted, and delete those items shown as red strikethrough, any items completely deleted are reserved. For purposes of defined items, new definitions are added where they fit alphabetically within the existing defined terms section.

Sec. 102-2. Defined terms.

The following words, terms and phrases, when used in this UDO, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Note that for flood-plain management, specific definitions exist in chapter 400 article IV which only relate to items applicable to that section.

D

Damaged tree means a tree that has 25 percent or more of the critical root zone disturbed.

Demolition means the removal of structural members.

Density bonus refers to a provision of this UDO that allows a parcel to accommodate additional square footage or additional residential units beyond the maximum otherwise permitted, in exchange for the provision of an amenity specified in this UDO that provides a public benefit.

Density, gross, refers to the number of square feet of a building, or number of lots or dwelling units on a tract of land divided by the total acres of a parcel or tract of land prior to development or subdivision, including all streets or rights-of-way, open space, floodplain, and other unsubdivided or unused portions of the tract of land.

Density, net, refers to the number of square feet, lots, or dwelling units on a tract of land, less area for, open space, floodplain, wetland, and other unusable portions of the tract of land.

Department means the Community Development Department of the city of Norcross, Georgia.

Design professional means a professional licensed by the state in the field of engineering, architecture, landscape architecture, forestry, geology, or land surveying; or a person that is a certified professional in erosion and sediment control (CPESC) with a current certification by EnviroCert, Inc. Design professionals shall practice in a manner that complies with applicable state law governing professional licensure.

Destroyed tree means a tree which has damage to any of its parts causing the tree's survival beyond three growing seasons to be unlikely as determined by the city arborist.

Destruction (related to trees) includes, but is not limited to, excessive topping out, girdling, limbing, chopping or otherwise cutting a tree to the extent that its demise is imminent. Any actions resulting in the death of a tree.

Detention means the temporary storage of stormwater runoff in a stormwater detention facility for the purpose of controlling the peak discharge.

Detention facility means a detention basin or structure designed for the storage of stormwater runoff and gradual release of stored water at controlled rates.

Developer means a person who undertakes land development activities.

Development means any manmade change to improved or unimproved real estate including but not limited to buildings or other structures, mining, dredging, filling, cleaning, grubbing, grading, paving, any other installation of impervious cover, excavation or drilling operations or storage of equipment or materials. It also means any redevelopment.

Diameter at breast height (DBH) means the diameter of a tree trunk measured in inches at a height of 4.5 feet above the ground line for individual trunks, and at the narrowest point below the fork for trees forked below 4.5 feet.

Director means the Director of the Community Development Department, or his or her designee, of the city of Norcross.

Discretionary development proposal means any application for a change of land use district, preliminary plat, conditional use permit, development permit, or certificate of appropriateness, special use permits, zone changes and zoning map amendments. For purposes of this UDO, a determination of applicability shall be made at the first discretionary development proposal encountered.

Discharge means the direct or indirect release of water, fluid, materials or other matter to a conveyance or surface that drains to a conveyance.

District means the Gwinnett County Soil and Water Conservation District.

Division means the Environmental Protection Division (EPD) of the Georgia Department of Natural Resources.

Drainage easement means an easement appurtenant or attached to a tract or parcel of land allowing the owner of adjacent tracts or other persons to discharge stormwater runoff onto the tract or parcel of land subject to the drainage easement.

Drainage structure means a device composed of a virtually non-erodible material such as concrete, steel, plastic or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point for storm water management, drainage control, or flood control purposes.

Dripline means a vertical line extending downward from the outermost tips of a tree's branches, creating a more or less circular projection on the ground.

Drive-in restaurant means a building or portion thereof where food or beverages are sold in a form ready for consumption and where all or a significant portion of the consumption takes place or is designed to take place outside the confines of the building, often in a motor vehicle on the site. Note: a drive-thru pick-up window does not necessarily indicate a drive-in restaurant.

Driveway means a privately owned and maintained path, appropriately surfaced with asphalt, concrete (pervious or impervious), gravel as allowed or other hard durable surface, connecting directly with a public thoroughfare, and used for accessing a structure or an improved area such as a garage, carport or exterior parking pad; such area primarily designated for vehicular parking, stopping, standing or turnaround.

Duplex means a residential structure designed for two-family occupancy.

Dwelling means one or more rooms designed for the occupancy, cooking and sleeping of one or more persons living as a family.

Dwelling, duplex means a building designed for two families, or housekeeping units, living independently of each other in separate dwelling units connected by a common firewall or floor/ceiling.

Dwelling, multi-family means a single building containing three or more dwelling units or in the case of a duplex, two dwelling units, each of which has direct access to the outside or a common hallway leading outside. These may include duplexes, triplexes, fourplexes, apartments, and condominiums.

Dwelling, single-family attached means a dwelling built on the ground floor and sharing a common wall, usually on both sides of the property, such as in the case of a townhome. This does not include stacked units, where some dwelling units are built above others.

Dwelling unit, accessory (ADU) means a room or set of rooms that has been designed or configured to be used as a separate dwelling unit and has that been established by permit. An ADU can be attached or detached or constructed as a live/work unit. A detached ADU is the same concept, but the living area is in a separate accessory structure, normally a backyard cottage or garage flat.

M

Manufactured home means a building, transportable in one or more sections, built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term *manufactured home* includes any structure commonly referred to as a *mobile home* regardless of the date of manufacture. The term *manufactured home* also includes parked trailers, travel trailers and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Massing refers to the exterior form of a building, a structure or a series of buildings seen as a whole, encompassing bulk, shape, height, width, scale, proportion, and the spatial relationships of buildings, landscaping, and open space.

Material change in appearance means a change that will affect either the exterior architectural or environmental features of a historic property or any building, structure, site, object, or landscape feature within a historic district, such as:

(1) A reconstruction or alteration of the size, shape or facade of a historic property, including relocation of any doors or windows or removal or alteration of any architectural features, details or elements;

(2) Demolition or relocation of a historic structure;

(3) Commencement of excavation for construction purposes;

(4) A change in the location of advertising visible from the public rights-of-way; or

(5) The erection, alteration, restoration or removal or any buildings or other structure within a historic property or district, including walls, fences, steps and pavements, or other appurtenant features, except exterior paint alterations.

Mean sea level means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this chapter, the term is synonymous with National Geodetic Vertical Datum (NGVD) and the North American Vertical Datum (NAVD) of 1988.

Medium tree means a tree expected to grow to a maximum height of 25 to 40 feet at maturity under urban conditions.

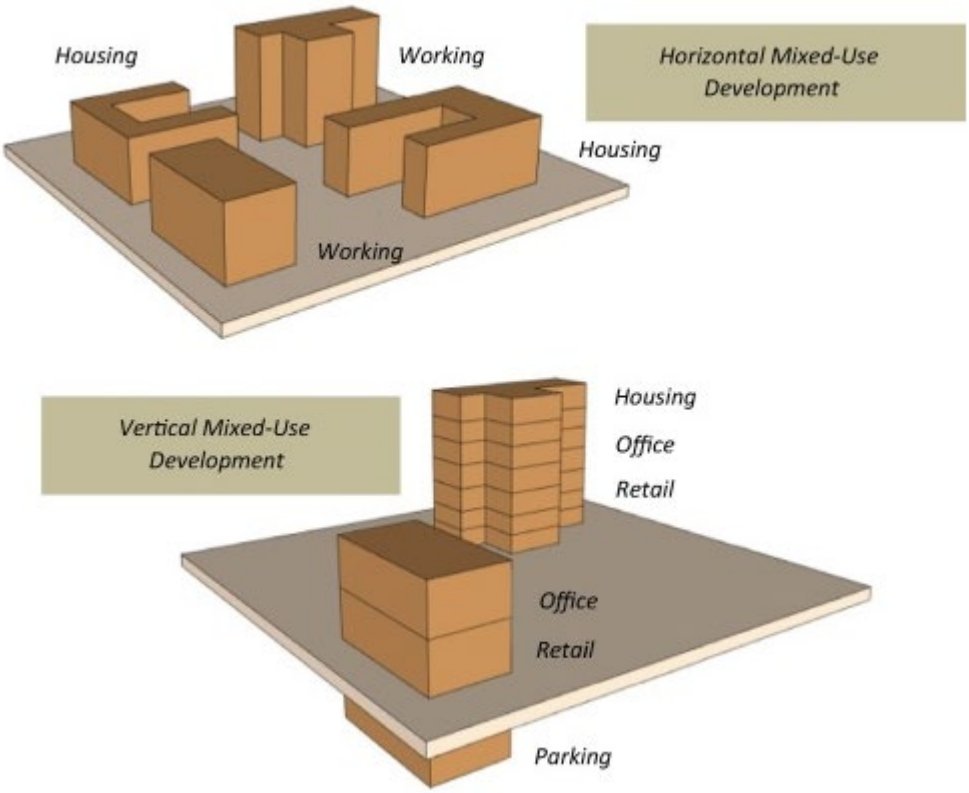
Metropolitan River Protection Act means a state law referenced as O.C.G.A. § 12-5-440 et seq., which addresses environmental and developmental matters in certain metropolitan river corridors and their drainage basins.

Mini-warehouse means a structure containing separate storage spaces of varying sizes leased, rented or owned on an individual basis. No storage of chemicals or flammable goods is allowed.

Mixed use development means the use of a single building or a single property for more than one type of land use; residential, retail/commercial, office, or institutional where each use makes up 20 percent of the gross floor area, with the purpose of serving adjoining residences as well as the region, excluding accessory uses. The

uses are designed to work together as one coordinated development with shared access, walkways, and parking. The mixed use development may be horizontal or vertical.

~~*Mixed-use development* means development of a single building or single parcel to contain two or more of the following types of uses: residential, retail/commercial, office, or institutional, and in which each of such uses constitute at least 20 percent of the gross floor area, excluding accessory uses. Mixed uses may be combined vertically within the same building or placed side by side on the same parcel; provided they are in close proximity, planned as a unified and complementary whole, and functionally integrated with interconnected vehicular and pedestrian access and parking areas.~~



Source: Classified and clustered data constellation: An efficient approach of 3D urban data. 15 January 2016, Version of Record 15 January 2016.

Mobile home or *mobile building* means a detached, single-family dwelling or other use type factory-manufactured structure with tongue, axles and wheels when originally built designed for occupancy; made to be transported after fabrication on wheels. Removal of the wheels and placement on a foundation do not change its classification. Travel trailers and recreational vehicles are not mobile homes.

Modular home or *modular building* means a factory fabricated transportable building consisting of units designed to be assembled at a building site on a permanent foundation into a structure to be used for residential or commercial purposes.

Motel means any structure consisting of one or more buildings, with more than five short term occupancy units that are directly accessed from an exterior door, with provisions for transient living, sanitation, and sleeping,

that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary lodging of 14 days or less is offered for pay to persons, is not intended for long-term occupancy.

Motor vehicle related retail means any retail facility that primarily sells parts, accessories, tools, equipment, oils, and fluids for the maintenance of automobiles, motorcycles, trucks, and trailers.

Motor vehicle related use refers to any use primarily involving motor vehicle related retail (see definition), vehicle repair, vehicle service, vehicle maintenance, or vehicle sales.

Motor vehicle repair means any building, structure, improvements, or land used for the repair, service, and maintenance of automobiles, motorcycles, trucks, trailers, or similar vehicles, not including body work or vehicle painting.

Motor vehicle sales means a facility that sells, rents, or leases new or used passenger vehicles, trucks, and other consumer motor vehicles such as motorcycles, boats, and recreational vehicles. Motor vehicle sales include auto broker businesses.

MS4 permit means the NPDES permit issued by Georgia Environmental Protection Division for discharges from the municipal separate storm sewer system of the city.

Multi-tenant building means a single building containing multiple uses or tenants where there are specific exterior entrance ways for individual uses. This applies to commercial development only.

Multi-tenant development means a single development containing multiple buildings where there are specific exterior entrance ways for the individual buildings. This applies to commercial development only.

Sec. 201-9. RTH townhouse residence.

(a) *RTH purpose.* The RTH townhouse residence zoning district is intended primarily for attached, single-family residences (townhomes) and related uses.

(b) *RTH lot development standards.*

Lot dimensions	**Single-family detached**	**Townhomes**
Minimum lot area	5,445 square feet	None: max 8 du/acre
Minimum lot width	40'	20'
Minimum lot frontage	20'	20'
Minimum setbacks	**Single-family detached**	**Townhomes**
Principal building		
Front (from right-of-way)	10'	
Side	5' side yard end unit	0' interior unit/ 5' side yard end unit
Rear	40'	
Accessory building		
From principal structure	5'	
Front	Not allowed	
Side	5'	
Rear	5'	
Maximum height	**Single-family detached**	**Townhomes**
Principal	~~See the appropriate comprehensive plan character area narrative; unless otherwise stated in the comprehensive plan~~ 45' maximum for townhomes 35' for single-family detached	
Accessory	12'	

Impervious surface coverage	Single-family detached	Townhomes
	70%	

(c) *RTH supplemental regulations.*

(1) Accessory use standards—see chapter 200, article II, supplemental and accessory use standards.

(2) Landscape and buffering—see chapter 200, article V, tree conservation, buffers, and landscaping.

(3) Parking and loading—see chapter 200, article III, parking and loading requirements.

(4) Signs—see chapter 200, article IV, sign regulations.

(d) *RTH permitted uses.* The following uses shall be permitted as of right in this district. Supplemental regulations for uses are in chapter 200, article II, supplemental use standards, as applicable.

(1) *Residential.*

a. Single-family detached dwelling.

b. Single-family detached dwelling; more than one housing unit per lot.

c. Townhouse.

(2) *Services.*

a. Existing cemetery.

(3) *Educational, cultural, religious, philanthropic, social or fraternal.*

a. Places of public assembly.

(4) *Miscellaneous semi-public facilities and uses.*

a. Utility transmission and monitoring facilities.

(e) *RTH special permit uses.* The following uses shall be considered special permit uses in this district. Supplemental regulations for uses are in article II, supplemental use standards, as applicable.

(1) *Educational, cultural, religious, philanthropic, social or fraternal.*

a. Elementary and secondary private education.

(f) *RTH accessory uses.* The following uses shall be considered accessory uses in this district. Supplemental regulations for uses are in article II, supplemental use standards, as applicable.

(1) Customary residential accessory buildings.

(2) Home occupations.

Sec. 201-19. HX historic mixed-use.

(a) *HX purpose.* The HX historic mixed-use district is established to provide for a variety of retail, service, office, public and semi-public uses, with the inclusion of limited residential uses, in a pedestrian-friendly environment to promote live-work and mixed-use opportunities.

(b) *HX lot development standards.*

Lot dimensions	
Minimum lot area	None

Minimum lot width	None
Minimum lot frontage	None
Minimum setbacks	
Principal building	
Front (from right-of-way) build-to-line	0'-10'
Side	0'
Rear	0'
Accessory building	
From principal structure	5'
Front	Not allowed
Side	5' unless abutting a residential district, then 15'
Rear	5' unless abutting a residential district, then 15'
Maximum height	
Principal	40'
Accessory	20'
Impervious surface coverage	100%
~~Note: Maximum multi-family density as allowed in the comprehensive plan character area~~	

(c) *HX supplemental regulations.*

(1) Accessory use standards—see chapter 200, article II, supplemental and accessory use standards.

(2) Landscape and buffering—see chapter 200, article V, tree conservation, buffers, and landscaping.

(3) Parking and loading—see chapter 200, article III, parking and loading requirements.

(4) Signs—see chapter 200, article IV, sign regulations.

(d) *HX permitted uses.* The following uses shall be permitted as of right in this district. Supplemental regulations for uses are in chapter 200, article II, supplemental use standards, as applicable.

(1) *Residential—household residence.*

a. ~~Accessory dwelling unit.~~ Residential (dwelling) over retail

(2) *Sales and rental of goods, merchandise, and equipment.*

a. Retail sales less than 5,000 square feet.

b. Studio or meeting facility less than 19,999 square feet.

(3) *Services—office, clerical, repair, research, and personal not primarily related to the sale of goods or merchandise.*

a. Banks and financial institutions—no drive-in facilities.

b. Business college or business school operated as a business enterprise.

c. Day care center.

d. Medical or dental office or clinic.

e. Personal service.

f. Professional and business office.

g. Professional service.

(4) *Educational, cultural, religious, philanthropic, social, or fraternal.*

a. Libraries, museums, art galleries, art centers, and similar uses.

(5) *Food and drink.*

a. Restaurant—no drive-in or drive-thru.

b. Microbreweries/microdistilleries.

c. Brew pubs.

(6) *Mixed-use.*

a. Mixed-use as defined in chapter 100, article II.

(e) *HX special permit uses.* The following uses shall be considered special permit uses in this district. Supplemental regulations for uses are in article II, Supplemental use standards, as applicable.

(1) *Residential—household residence.*

a. Townhouse.

(2) *Residential—miscellaneous, lodging, rooms for rent situations.*

a. Bed and breakfast.

b. Hotel.

(3) *Sales and rental of goods, merchandise, and equipment.*

a. Retail sales greater than 5,000 square feet.

b. Studio or meeting facility greater than 20,000 square feet.

c. Any retail establishment not specifically permitted but which is similar to the listed uses, compatible with uses on adjoining property, and which meets the intent and purpose of the district.

(4) *Services—office, clerical, repair, research and personal—not primarily related to the sale of goods or merchandise.*

a. Outdoor theater.

b. Any service establishment not specifically permitted but which is similar to the listed uses, compatible with uses on adjoining property, and which meets the intent and purpose of the district.

(5) *Educational, cultural, religious, philanthropic, social, or fraternal.*

a. Places of public assembly.

b. Private college, university, community college—including associated facilities such as dorms, offices, athletic fields.

c. Libraries, museums, art galleries, art centers, and similar uses.

d. Private schools, trade or vocational schools.

e. Social, fraternal, clubs, and lodges.

(6) *Recreation, amusement, entertainment.*

a. Activity conducted entirely within a building or substantial structure—theater, bowling alley, skating rink, movie theater, game room, etc.

b. Event halls.

(7) *Storage and parking.*

a. Automobile parking garage or parking lot not located on a lot on which there is another principal use to which the parking is related.

(f) *HX ~~Accessory Dwelling Unit~~ Residential (dwelling) over retail uses*.

(1) Supplemental regulations for accessory uses are in chapter 200, article II, supplemental use standards, as applicable.

(2) Residential over retail unit in the HX district—may be permitted if it meets the following criteria:

a. The principal use and secondary use shall be subject to fire separation as required by the county Fire Marshal;

b. The dwelling unit must not occupy ground floor frontage (storefront) on South Peachtree Street or Jones Street;

c. The dwelling unit must not displace any space that has been actively used within the preceding 12 months for retail, office, or food service, not including passive storage;

d. The exterior appearance of any new construction will be subject to the approval of the HPC; and

e. Only one accessory dwelling unit per lot is permitted.

Sec. 201-20. NX neighborhood mixed-use.

(a) *NX Purpose.* The NX Neighborhood Mixed-Use District is established to provide suitable locations for a compatible mix of dense residential uses, convenience goods, services, office uses and dedicated open space in a compact, walkable environment. Buildings with mixed-uses are required to include a non-residential use at street level. **Effective on the date of this ordinance, NX neighborhood mixed-use is an inactive zoning district. No new zoning applications will be accepted for this district; properties or parcel assemblages governed by this pre-existing zoning district may continue to be developed.**

(b) *NX Lot Development Standards.*

Lot dimensions	
Minimum lot area	None
Minimum lot width	None
Minimum lot frontage	None
Maximum residential density	
Townhome	6 dua
Multi-family residence	30 dua
Minimum setbacks	
Principal building	
Front (from right-of-way)	0' (at sidewalk)
Side	0' Required 20' each yard if abutting residential district

Rear	0' Required 40' if abutting residential district
Accessory building	
From principal structure	5'
Front	Not allowed
Side	5' unless abutting a residential district, then 25'
Rear	5' unless abutting a residential district, then 25'
Maximum height	
Principal	See the appropriate comprehensive plan character area narrative
Accessory	20'
Impervious surface coverage	80%

Note: Maximum multi-family density as allowed in the comprehensive plan character area.

(c) *NX supplemental regulations.*

(1) Accessory use standards—see chapter 200, article II, supplemental and accessory use standards.

(2) Landscape and buffering—see chapter 200, article V, tree conservation, buffers, and landscaping.

(3) Parking and loading—see chapter 200, article III, parking and loading requirements.

(4) Signs—see chapter 200, article IV, sign regulations.

(d) *NX permitted uses.* The following uses shall be permitted as of right in this district. Supplemental regulations for uses are in article II, supplemental use standards, as applicable.

(1) *Residential.*

a. Townhouse.

b. Multi-family residence.

(2) *Sales and rental of goods, merchandise and equipment.*

a. Art gallery.

b. Retail sales < 5,000 square feet.

c. Studio or meeting facility < 5,000 square feet.

(3) *Services—office, clerical, repair, research and personal not primarily related to the sale of goods or merchandise.*

a. Banks and financial institutions.

b. Day care center.

c. Home occupation.

d. Medical or dental office or clinic.

e. Personal service.

f. Professional and business office.

g. Professional service.

(4) *Educational, cultural, religious, philanthropic, social or fraternal.*

a. Places of public assembly.

b. Private college, university, community college—including associated facilities such as dorms, offices, athletic fields.

c. Libraries, museums, art galleries, art centers and similar uses.

d. Private schools, trade or vocational schools.

e. Social, fraternal, clubs and lodges.

(5) *Recreation, amusement, entertainment.*

a. Activity conducted entirely within a building or substantial structure (e.g., theater).

(6) *Food and drink.*

a. Restaurant—no drive-in or drive-thru facility.

(7) *Miscellaneous semi-public facilities and utilities.*

a. Library.

b. Museum.

c. Utility transmission and monitoring facility.

(8) *Mixed-use.*

a. Mixed-use as defined in chapter 100, article II.

(e) *NX special permit uses.* The following uses shall be considered special permit uses in this district. Supplemental regulations for uses are in chapter 200, article II, supplemental use standards, as applicable.

(1) *Sales and rental of goods, merchandise and equipment.*

a. Retail sales 5,000—24,999 square feet.

b. Studio or meeting facility 5,000—19,999 square feet.

(f) *NX accessory uses.* Supplemental regulations for accessory uses are in chapter 200, article II, supplemental use standards, as applicable.

(Ord. No. 08-2019, § I, 6-3-2019)

Sec. 201-26. M1 light industry.

(a) *M1 purpose.* The M1 light industry district is comprised of lands that are located on, or have ready access to, a major street or state highway and are well adapted to industrial development but whose proximity to residential or commercial districts makes it desirable to limit industrial operations and processes to those that are not objectionable by reason of the emission of noise, vibration, smoke, dust, gas, fumes, odors or radiation and that do not create fire or explosion hazards or other objectionable conditions.

(b) *M1 lot development standards.*

Lot dimensions	
Minimum lot area	1 acre
Minimum lot width	100'
Minimum lot frontage	None
Minimum setbacks	
Principal building	
Front (from right-of-way)	50'

Side	20' 50' if abutting residential district
Rear	15' 50' if abutting a residential district
Accessory building	
From principal structure	5'
Front	Not allowed
Side	5' unless abutting a residential district, then 25'
Rear	5' unless abutting a residential district, then 25'
Maximum height	
Principal	~~See the appropriate comprehensive plan character area; otherwise~~ 65', with minimum 1st floor height of 28', 40' if abutting residential, with minimum 1st floor height of 28'
Accessory	No higher than the principal building
Impervious surface coverage	70%

(c) *M1 supplemental regulations.*

(1) Accessory use standards—see chapter 200, article II, supplemental and accessory use standards.

(2) Landscape and buffering—see chapter 200, article V, tree conservation, buffers, and landscaping.

(3) Parking and loading—see chapter 200, article III, parking and loading requirements.

(4) Signs—see chapter 200, article IV, sign regulations.

(d) *M1 permitted uses.* The following uses shall be permitted as of right in this district. Supplemental regulations for uses are in article II, supplemental use standards, as applicable.

(1) *Sales and rental of goods, merchandise and equipment.*

a. Equipment rental—including heavy equipment or outdoor storage.

b. Farm and heavy equipment, mobile home, recreational vehicles and equipment—including sales and service.

c. Garden supply center and greenhouse—including outdoor storage.

d. Microbrewery/microdistillery.

e. Open air market and outdoor flea market.

f. Plumbing, electrical, pool and home building supply showroom and sales center.

(2) *Services—office, clerical, repair, research and personal not primarily related to the sale of goods or merchandise.*

a. Building, electrical or plumbing contractor.

b. Business college or business school operated as a business enterprise.

c. Machine or welding shop.

d. Professional and business office.

e. Professional service.

f. Taxi cab or limousine service.

(3) *Manufacturing, wholesale, and warehousing.*

a. Building material or other outdoor storage yard—excluding junk yard.

b. Business that services industries.

c. Cold storage plant.

d. Food processing.

e. Manufacturing, artisanal.

f. Manufacturing, light.

g. Radio, recording or television studio and broadcasting station.

h. Warehouse.

i. Wholesale trade/distribution office—with showroom.

j. Wholesale warehouse.

k. Similar industry that meets district standards.

l. Microbreweries.

(4) *Educational, cultural, religious, philanthropic, social or fraternal.*

a. Places of public assembly.

b. Private school, trade or vocational.

c. Library.

d. Museum.

e. Art galleries, art centers and similar uses.

f. College, university, community college—including associated facilities such as dorms, offices, athletic fields, etc.

(5) *Recreation, amusement, entertainment.*

a. Activity conducted entirely within building or substantial structure—theater, bowling alley, skating rink, shooting range, movie theatre, game room, etc.

b. Activity conducted outside enclosed building or substantial structure—driving range, etc.

c. Adult entertainment.

d. Massage therapy.

(6) *Motor vehicle related sales and service.*

a. Automobile vehicle rental.

b. Emission inspection station.

c. Motor vehicle repair and maintenance—including paint and body work.

d. Motor vehicle repair and maintenance—not including substantial body work.

e. Motor vehicle sales and rental—including repair and body work as an accessory use.

(7) *Storage and parking.*

a. Landscaping service.

b. Mini-warehouse—no flammable or hazardous materials.

c. Parking of fleet vehicles or storage of equipment outside enclosed structures accessory to the permitted use on site.

(8) *Services and enterprise related to animals.*

a. Animal hospital or veterinarian clinic—including outdoor kennel or boarding.

(9) *Miscellaneous semi-public facilities and utilities.*

a. Telecommunications antenna.

b. Telecommunications tower.

(e) *M1 special permit uses.* The following uses shall be considered special permit uses in this district. Supplemental regulations for uses are in article II, supplemental use standards, as applicable.

(1) *Sales and rental of goods, merchandise and equipment.*

a. Any retail establishment not specifically permitted, but which is similar to the listed uses, compatible with uses on adjoining property and which meets the intent and purpose of the district.

(2) *Services—office, clerical, repair, research and personal—not primarily related to the sale of goods or merchandise.*

a. Any service establishment not specifically permitted, but which is similar to the listed uses, compatible with uses on adjoining property and which meets the intent and purpose of the district.

(f) *M1 accessory uses.* Supplemental regulations for accessory uses are in chapter 200, article II, supplemental use standards, as applicable.

(Ord. No. 08-2019, § I, 6-3-2019; Ord. No. 05-2021, § I, 5-3-2021)

Sec. 201-27. M2 heavy industry.

(a) *M2 purpose.* The M-2 heavy industry district provides a location for industrial operations and processes conducted both indoors and outdoors, and which due to their intensity of use and potential off-site impacts, should be located on or have ready access to a major thoroughfare or state highway.

(b) *M2 lot development standards.*

Lot dimensions	
Minimum lot area	1 acre
Minimum lot width	100'
Minimum lot frontage	None
Minimum setbacks	
Principal building	
Front (from right-of-way)	50'
Side	20' 50' if abutting residential district
Rear	15' 50' if abutting a residential district
Accessory building	
From principal structure	5'

Front	Not allowed
Side	5' unless abutting a residential district, then 25'
Rear	5' unless abutting a residential district, then 25'
Maximum height	
Principal	~~See the appropriate comprehensive plan character area narrative; otherwise if not stated in the comprehensive plan~~ 65', with minimum 1st floor height of 28', 40' if abutting residential, with minimum 1st floor height of 28'
Accessory	No higher than the principal building
Impervious surface coverage	70%

(c) *M2 supplemental regulations.*

(1) Accessory use standards—see chapter 200, article II, supplemental and accessory use standards.

(2) Landscape and buffering—see chapter 200, article V, tree conservation, buffers, and landscaping.

(3) Parking and loading—see chapter 200, article III, parking and loading requirements.

(4) Signs—see chapter 200, article IV, sign regulations.

(d) *M2 permitted uses.* The following uses shall be permitted as of right in this district. Supplemental regulations for uses are in chapter 200, article II, supplemental use standards, as applicable.

(1) *Sales and rental of goods, merchandise and equipment.*

a. Farm and heavy equipment, mobile home, recreational vehicles and equipment—including sales and service.

(2) *Services—office, clerical, repair, research and personal not primarily related to the sale of goods or merchandise.*

a. Bus station or terminal—private.

b. Machine or welding shop.

c. Professional and business office.

(3) *Manufacturing, wholesale, and warehousing.*

a. Building material or other outdoor storage yard—excluding junk yard.

b. Business that services industries.

c. Cold storage plant.

d. Manufacturing, artisanal.

e. Manufacturing, heavy.

f. Manufacturing, light.

g. Truck terminal.

h. Warehouse.

i. Similar industry that meets district standards.

(4) *Motor vehicle related sales and service.*

a. Motor vehicle repair and maintenance—including paint and body work.

b. Motor vehicle repair and maintenance—not including substantial body work.

(5) *Storage and parking.*

a. Landscaping service.

b. Mini-warehouse—no flammable or hazardous materials.

c. Parking of fleet vehicles or storage of equipment outside enclosed structures accessory to the permitted use on site.

(6) *Agriculture, silviculture, mining, quarrying operations.*

a. Yard trimming composting.

(e) *M2 special permit uses.* The following uses shall be considered special permit uses in this district. Supplemental regulations for uses are in article II, supplemental use standards, as applicable.

(1) *Services—office, clerical, repair, research and personal—not primarily related to the sale of goods or merchandise.*

a. Any service establishment not specifically permitted, but which is similar to the listed uses, compatible with uses on adjoining property and which meets the intent and purpose of the district.

(f) *M2 accessory uses.* Supplemental regulations for accessory uses are in chapter 200, article II, supplemental use standards, as applicable.

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

AGENDA REPORT

To: Mayor and Council

From: Charlene Marsh, Procurement and Capital Projects Manager

Meeting Date: March 16, 2026 – Policy Work Session (PWS)

Item No.: 2026-100

Title: Award of Contract for Safety Action Plan

CC: Len Housley, Director of Public Works
Eric Johnson, City Manager

Recommendation
Approve award of contract for Safety Action Plan between the City of Norcross and Kimley-Horn. Approve budget amendment in the amount of $310,000.

Background
The City applied for and received a Planning and Demonstration Grant under the Federal Safe Streets for All (SS4A) program to support the development of a safety action plan for the City of Norcross roadways. The total award amount is $248,000 with a $62,000 match from the City.

City staff released a request for proposals (RFP PW 26-02) from qualified firms with experience in transportation planning and design for the development of the city's comprehensive safety action plan. Proposals were due on February 18, 2026, and the city received seven total responsive proposals. An evaluation committee comprised of staff representing the City Manager's Office, Police, and Public Works departments reviewed and scored the proposals based on the following criteria:

- Experience & Qualifications (up to 35 points)
- Proposed Approach & Timeline (up to 35 points)
- References (up to 20 points)

Following the committee's review, weights were allocated to each firm's score based on the sealed cost proposal (maximum of 10 points). Final scores were calculated based on a combination of the technical proposal scores and the cost proposal scores. Kimley-Horn received the highest total score and is recommended for the contract award. An evaluation summary is provided.

According to the U.S. Department of Transportation, a successful comprehensive safety action plan includes the following seven key components: Leadership commitment & goal setting, Planning

Structure, Safety Analysis, Engagement and Collaboration, Policy and Process Changes, Strategy and Project Selections, Progress and Transparency. Kimley-Horn will be tasked with using a 'Vision

Zero' basis to develop the action plan. The final report will be due to FHWA on June 1, 2027. Next steps in regard to implementation will be presented by City staff at a future Mayor & Council meeting.

Financial Impact
$310,000 ($62,000 city match; $248,000 grant funding from U.S. DOT SS4A program)
Budget amendment is attached.

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

Goal 3: Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment

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

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

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

Attachments
Proposal Tabulation and Evaluation Summary – RFP PW 26-02
Contract Agreement with Kimley-Horn
RFP PW 26-02 Packet
Budget Amendment Item

Update

RFP PW 26-02

SAFETY ACTION PLAN

PROPOSAL TABULATION & EVALAUTION SUMMARY

CRITERIA	ATLAS	FORESITE GROUP	GRESHAM SMITH	KECK + WOOD	KIMLEY HORN	JACOBS	TOOLE	MAX POINTS
Experience & Qualifications	27.8	28.3	28.0	24.3	32.0	27.3	30.8	35
Proposed Approach & Timeline	26.8	28.3	29.8	28.5	32.3	30.8	31.8	35
References	13.5	16.5	15.8	15.5	17.0	15.0	17.5	20
Proposal Subtotal (before price)	*68.0*	*73.0*	*73.5*	*68.3*	*81.3*	*73.0*	*80.0*	*90*
Cost Proposal Score	*8.20*	*7.90*	*8.60*	*10.00*	*7.90*	*8.40*	*7.87*	*10*
Composite Score (Technical + Cost)	***76.2***	***80.9***	***82.1***	***78.3***	***89.2***	***81.4***	***87.9***	***100***
Local Preference Score	*2.5*	*2.5*	*0.0*	*2.5*	*0.0*	*0.0*	*0.0*	*5*
GRAND TOTAL (Composite + Local Preference)	**78.7**	**83.4**	**82.1**	**80.8**	**89.2**	**81.4**	**87.9**	**105**
COST PROPOSAL AMOUNT	$297,600.00	$308,710.00	$282,270.14	$243,599.36	$309,000.00	$290,000.00	$309,475.83	

CONTRACT BETWEEN

KIMLEY-HORN AND

THE CITY OF NORCROSS

FOR SAFETY ACTION PLAN

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Agreement for SAFETY ACTION PLAN

This Agreement, made and executed as of the___day of _____,**2026** by and between _____**KIMLEY-HORN**_____with a place of business at **1200 PEACHTREE STREET NE, SUITE 800 ATLANTA, GA 30309** (hereinafter called "Consultant") 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 CONSULTANT

The description of the Client's project (The "Project") and the Scope of Services as they relate to SAFETY ACTION PLAN (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Consultant on **FEBRUARY 18, 2026** (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 Qualifications (RFQ PW 26-05, SAFETY ACTION PLAN).

ARTICLE 2 – COMPENSATION

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

ARTICLE 3 – PAYMENTS

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

ARTICLE 4 – PERIOD OF SERVICE

The Consultant shall make reasonable efforts to complete its services for the project within the time period set forth in the RFP. The agreement shall remain in effect through project completion.

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 Consultant of its desire to make a change in the Scope of Services that may change the cost of performance, Consultant shall, within ten (10) working days after

receiving such notice, give Client notification of any potential change in price for the Services.

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

Client shall have the right to terminate this agreement with sixty (60) days by written notice for or without cause. In the event of such termination, all sums due to Consultant shall be paid in proportion of the work completed. Consultant shall deliver a work product and confidential information (as defined in Article 15) and any other information or documents in possession of Consultant to the Client within seven (7) days of the termination.

ARTICLE 6 – STANDARD OF CARE

A. Consultant shall perform the services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant shall 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 Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

B. Following completion of its Services, if the Services provided hereunder do not conform to the applicable Standard of Care, and the same is reported to Consultant by Client in writing promptly after recognition thereof, Consultant shall, at no cost to Client, furnish all remedial services required, to the extent caused by Consultant's negligence therewith as soon as reasonably possible after receipt of such report from Client.

ARTICLE 7 – INDEMNIFICATION

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

ARTICLE 8 – LIMITATION OF LIABILITY

Client shall have no liability to the Consultant 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, Consultant shall, as its sole expense, secure and maintain in-force policies of insurance of the following types:
    1. Workers' compensation coverage in accordance with the statutory requirements of the jurisdiction in which Services are to be performed.
    2. Employer's liability insurance with a 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. Consultant 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 CONSULTANT TO CLIENT

The Consultant shall be and shall operate as an independent Consultant 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

Consultant agrees that during Consultant's performance of Services hereunder,

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

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

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

ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

All materials and information that are the property of Client and all copies or duplications of Services. Consultant may retain one complete set of reproducible copies of all of its Instruments of Service.

ARTICLE 13 – PERMITS AND LICENSES

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

ARTICLE 14 – ADHERENCE TO LAWS

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

ARTICLE 15 – NONDISCOLSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

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

A. Confidential Client information ("Primary Data") disclosed to Consultant which is identified in writing by Client as proprietary to Client shall be: (1) Safeguarded, (2) maintained in confidence, and (3) made available by

Consultant only to those of its employees or others who have a need to know and agree to equivalent conditions pertaining to nondisclosures as contained herein.

B. Upon completion of the project or sooner if Client so requests the Consultant shall return to Client's representative all primary data furnished to the Consultant under this Agreement and shall if requested deliver to the Client's representative all drawings, schedules, calculations, and other documents generated by Consultant for use in connection with the project ("Secondary Data")
C. Consultant shall not use for itself or to disclose to third parties any primary data or secondary data without the prior written consent of Client.
D. The nondisclosure obligations pertaining to Primary and Secondary data shall terminate three years from date Consultant's association with this project terminates. Those closure obligations shall not apply to any data which:

    1. Was known to the Consultant (and previously unrestricted) before disclosure of primary data to Consultant under this Agreement or before generation of secondary data;
    2. Is subsequently acquired by the Consultant from a third party who was not in default of any obligation restricting the disclosure of such information; or
    3. Is subsequently available or becomes generally available to the public.

E. Notwithstanding this non-disclosure obligation, Consultant may nevertheless draw upon its experience in its future association with other Clients.

ARTICLE 16 – CERTIFICATION OR CEILING OF INSTRUMENTS OF SERVICE BY PROFESSIONAL CONSULTANT

All specifications, drawings, and other engineering documents that are prepared by Consultants 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 Consultant or Client, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Client or Consultant, as the case may be, including but not limited to, acts of God or the Public Enemy compliance with any other or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of Workman, whether direct or indirect, or any causes,

whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Client or Consultant respectively. If any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

ARTICLE 18 – PROJECT DELAY

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

ARTICLE 19 – TITLE VI NON-DISCRIMINATION

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations: The Consultant (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractor, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Title 49, Code of Federal Regulations, part 21 to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or

refuses to furnish the information, the Consultant will so certify to the Recipient or the Title 49, Code of Federal Regulations, part 21, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Title 49, Code of Federal Regulations, part 21 may determine to be appropriate, including, but not limited to:
    a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the Title 49, Code of Federal Regulations, part 21 may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Consultant becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

ARTICLE 20 – GOVERNING LAW

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

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

A. Client and Consultant understand and appreciate that their long-term mutual interests will be best served by affecting a rapid and fair resolution of any claims or disputes which may arise out of this Agreement. Therefore, both Parties agree to use their best efforts to resolve all such disputes as rapidly as possible on a fair and equitable basis. 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. Consultant may at its discretion engage subcontractors to perform work hereunder provided Consultant shall promptly and fully pay said subcontractor and, in all instances, remain responsible for the proper completion of this contract.

C. Consultant agrees to carry and pay for all workers compensation, public liability, property damage, unemployment compensation insurance and payroll taxes as required by law. Consultant warrants it is insured for injury to its employees and others working on the project through a worker's compensation policy. Consultant further warrants it maintains a comprehensive liability policy insuring against any damages or claims as a result of the acts of the Consultant or its employees and subcontractors in the amount of one million dollars ($1,000,000) per occurrence. Consultant shall supply current declaration pages for such insurance at the execution of this Agreement.

D. Consultant shall at its own expense obtain all permits necessary for the work to be performed.

E. Consultant shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or unavailability of materials.

F. Consultant 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. Consultant 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. Consultant is aware that it must be licensed to do business in the State of Georgia.

H. No assignment by Consultant 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 Consultant 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 Consultant		To Client	
Original to:	_____	Original to:	Len Housley
Position:	_____	Position:	Public Works Director
Address:	_____	Address:	345 Lively Avenue
	_____		Norcross, GA 30071
Copy to:	_____	Copy to:	Charlene Marsh
Position:	_____	Position:	Procurement & Capital Projects Mger
Address:	_____	Address:	345 Lively Avenue
	_____		Norcross, GA 30071

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

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

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 Consultant 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 Consultant 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.

Consultant	**Client (City of Norcross)**
_____	_____
(Signature)	Craig Newton, Mayor (Signature)
_____	_____
(Printed name)	Craig Newton, Mayor (Printed name)
_____	
(Title)	
	Attest:
_____	_____
(DATE)	Monique Phillip, City Clerk
	_____
	(DATE)
	_____
	(SEAL)

APPENDIX A – SCOPE OF SERVICES FOR SAFETY ACTION PLAN

4. Legal Inquiries

a. Have you ever failed to complete any work awarded to you? If so, where, and why?

No. We have never failed to complete any work awarded to us. Our firm consistently delivers all contracted services in accordance with our professional obligations and established standards of practice.

b. Have you ever defaulted on a Contract? If so, where, and why?

No. We have never defaulted on a contract. Our internal procedures, quality controls, and professional standards ensure that we meet all contractual commitments.

c. Have you ever failed to complete a project within the contractual time allotment? If so, where, and why?

No. We complete our projects within the timelines established in our agreements. When schedule adjustments are required due to client-directed changes or external circumstances beyond our control, we address them through the formal contract change process.

d. How long do you warrant a project?

As a professional services provider, we do not offer a traditional warranty. We perform services in accordance with the professional standard of care applicable to licensed design professionals.

e. Does your professional liability insurance coverage extend past the completion date and warranty of any project? If yes, for how long?

Yes. Our professional liability insurance (PLI) provides coverage on a claims-made basis. This means it protects against qualifying negligence-related professional claims even after a project is complete, subject to policy terms and conditions.

PROJECT APPROACH

1. Provide a list of key project personnel with job titles, responsibilities, and resumes.

This information can be found on pages 20-24.

2. Explain the methodology you propose to successfully perform the services outlined in Section 3 (Project Scope).

Our proposed methodology is included on the following pages.

3. Provide a project schedule identifying key milestones related to the firm's methodology.

Our proposed timeline for the development of the City of Norcross's action plan is included on page 25. We have a phenomenal track record of meeting aggressive deadlines. We do this by identifying goals and potential obstacles at the onset of a project, understanding the assignment's critical path, adjusting staffing to meet deadlines, considering potential issues in advance, developing attainable milestones, and leveraging our strong relationships with clients and project stakeholders. Based on our previous experience delivering SS4A SAPs, we feel confident in our team's ability to complete the project within the time frame desired by the City and within the two-year period specified by the grant agreement. We have completed plans in various durations based on the client's needs, including a four-month timeline for the City of Carrollton to expedite their ability to apply for SS4A grant funding.

PROPOSED METHODOLOGY AND PROJECT APPROACH

To support the City of Norcross in its goal of eliminating roadway fatalities and serious injuries, Kimley-Horn has assembled a highly experienced, multidisciplinary team to prepare a SS4A Action Plan for the City of Norcross, consistent with USDOT SS4A requirements. The Action Plan will include the following components anticipated to be included in the FY 2026 SS4A Self-Certification Eligibility Worksheet:

- Question 1: Leadership Commitment and Goal Setting
- Question 2: Planning Structure
- Question 3: Safety Analysis*
- Question 4: Engagement and Collaboration
- Question 5: Policy and Process Changes
- Question 6: Strategy and Project Selections*
- Question 7: Progress and Transparency
- Question 8: Completion Date*

*Required

TASK 1: PROJECT MANAGEMENT

Kimley-Horn places significant value on strong communication and collaboration between the City and the consultant team. Once notice-to-proceed is provided, the project will begin with coordination of transfer of available data and previous plans/studies alongside a virtual kick-off meeting to discuss the project purpose, scope of work, budget, schedule, and individual roles. Following the initial project kick-off meeting, the team proposes conducting bi-weekly project calls with the City Project Manager. Calls will be used to review project progress, discuss upcoming stakeholder coordination and engagement activities, and resolve any issues. We propose to use an Action Tracking Matrix in these meetings to efficiently coordinate on these calls. Progress tracked through the Action Tracking Matrix will serve as the basis for Monthly Progress Reports.

Kimley-Horn recognizes that risk management is a function of quality control/quality assurance (QC/QA). Quality control reviews are integrated into the proposed project schedule and will take place prior to the submittal of each deliverable to the City of Norcross. All quality control documents, plans, and calculations will be maintained by Kimley-Horn's Project Manager ***Tracy Lehman, PE, PTOE, RSP$_{2I}$***. Our quality control program consists of independent reviewers with project-specific checklists to ensure that proper considerations are made. ***Clark Kennedy, PE, RSP$_1$***, a national safety specialist, will review all deliverables throughout the project, ensuring high-quality analysis, consistency, and presentation. Kimley-Horn achieves its goals by prioritizing individual responsibility for quality, expertly organizing and managing project teams to mitigate risk, and relentlessly enhancing our dedication to continuous quality improvement.

Task 1 Deliverables:

- » Project kickoff meeting
- » Bi-weekly coordination meetings and Action Tracking Matrix
- » Project schedule
- » QC/QA checklists
- » Monthly invoices and progress reports
- » Quarterly progress and performance reports for FHWA

TASK 2: STAKEHOLDER ENGAGEMENT

One function of the SAP is to align the findings and recommendations with the City's vision to improve safety with the latest guidelines from federal and state regulatory agencies. Kimley-Horn will complete a review of guidance provided by the FHWA and the GDOT to ensure that the City of Norcross SAP is in compliance while still accomplishing the City's goals.

We will deliver a program that helps ensure broad access and input across Norcross, with intentional outreach to people disproportionately impacted by traffic risk or historically underserved in safety planning. The Center for Disease Control

(CDC)'s Social Vulnerability Index, poverty indicators, and other demographics will be utilized to focus outreach on those disproportionately impacted by traffic risks and/or traditionally underserved by safety planning efforts. Engagement will combine a focused leadership and community session, focus groups, community "pop-ups", and an online survey with an interactive map, allowing residents to share location specific concerns on their own time.

> As part of the Clarkston SAP, our team conducted in-language focus group meetings for eight languages and our outreach efforts have included translated materials and interpreters at events to best engage with the City's diverse population.

ENGAGEMENT PLAN

Because engagement with residents and stakeholders of the City is critical to inform the Action Plan, a Stakeholder and Public Engagement Plan (SPEP) will be developed to ensure engagement efforts are meaningful and provide the desired input from the City, focus groups, the stakeholder committee, and residents. The SPEP will outline all stakeholder and public engagement activities, including detailing the engagement schedule, meetings, events, and online feedback process to coordinate public communications throughout the project. The SPEP will also outline the outreach components that will be conducted in both English and Spanish. The activities in the SPEP will engage the community to address concerns and ideas for improving safety on local streets.

ENGAGEMENT ELEMENTS

Steering Committee: A Steering Committee will be established to direct the plan's development and ensure its implementation. This committee may consist of the Project Management Team, key stakeholders, or others desired to assist in seeing the plan implemented, and will meet regularly throughout the planning process.

Project Theme/Communication Materials: We believe that a recognizable look and feel for the SAP will be important for universal recognition and future implementation. The theme created for the SAP will be coordinated with the City's Communications Office to leverage the core brand to highlight transportation safety. All communication materials related to the SAP, from fact sheets to displays to social media, should use this look and feel to ensure cohesion. We pride ourselves in creating project themes for planning studies that represent the community.

Online Survey and Map: A short, mobile friendly survey and an interactive map for residents to drop pins on problem locations (speeding, crossings, lighting/visibility, near misses). The survey and map will have the option to provide input in both English and Spanish.

City Council Presentations: We propose holding a Safety Launch event that will bring together City officials to introduce the project scope, desired outcomes, and set expectations. We will also use the event to educate participants about the Safe System Approach. During the Safety Launch, we will introduce a City commitment and goal to achieve reductions in fatalities and serious injuries. Following the Safety Launch event, we will present a "Safety Commitment" resolution for adoption by the Mayor and City Council. The resolution will include a goal and timeline for eliminating roadway fatalities and serious injuries. At the conclusion of the planning process, we will present the SAP to City Council for adoption.

Safety Summit: Hands on session with elected officials, staff, public safety/EMS, schools, and community representatives to introduce the Safe System approach, map concerns/near misses, and align on near term focus areas. During the workshop, we will present crash data analysis findings (Task 3), and obtain input to the selected high-risk locations, and include a discussion on systemic approaches, emphasis areas, focus crash types, and potential countermeasures. We have successfully led hundreds of safety workshops in our past work and will apply the lessons learned nationally to provide an effective and impactful workshop in the City.

Intercept Pop-Ups: Small, staffed tables with portable boards at existing community touchpoints (e.g., library or community event/festival) for dot voting and quick map/survey inputs. Attendance at up to four pop-ups is anticipated. If preferred by the project management team, two pop-ups during the recommendations phase of the plan wll be substituted with two public meetings.

In-Language Focus Group: We will conduct a focus group with the Hispanic community, in Spanish, with interpreters for discussion, key translated materials, and food catered from a local community restaurant.

Inter- and Intra-Governmental Coordination: Coordination internally across departments and externally with partners such as GDOT and ARC will be facilitated and mediated throughout the process to ensure barriers to implementation are considered and addressed in the project development process.

Community Ambassadors & Channels: Coordination with schools, faith-based and civic groups, and neighborhood leaders to share flyers/surveys and ensure broad-based feedback throughout the process. Two virtual focus group meetings will be held with key stakeholders.

ENGAGEMENT SUMMARY

All input will be stored in a central comment database, coded by topic/mode/location and geotagged when available. We will quantify reach, map and theme locations of interest, and delineate how feedback informs the SAP's needs inventory, high-risk location validation (Task 3), and draft strategies/projects before finalization. A one-pager will developed summarizing engagement efforts for the plan.

Task 2 Deliverables:

- SPEP
- Steering Committee formation and meetings
- Draft Vision Zero Resolution
- Project branding and communication materials
- Online survey and interactive map with exportable datasets
- Communications packet (web copy, 3–5 social posts, printable flyer with survey link)
- Summit agenda, presentation, tabletop worksheets, sign-in log, and summary notes
- Pop-up events and kits (portable boards, dot voting sheets, QR cards) and pop-up summary
- In-language (Spanish) focus group discussions and summary
- Participation metrics one-pager and central comment database (spreadsheet + GIS)

TASK 3: DATA COLLECTION & SAFETY ANALYSIS

Safety analysis is fundamental to the creation of a Safety Action Plan. Kimley-Horn will complete data collection and safety analysis tasks—including completing a thorough analysis of the five most recent and complete years of crash data available, to develop a foundation for the City's SAP. The analysis will focus on fatal and serious injury crashes and will consist of all roadways within City limits, without regard for ownership or maintenance responsibilities. Our team will use internal tools to expedite analysis tasks and develop practical safety solutions. Our safety analysis will partner trend analyses and a risk-based evaluation to identify locations with the greatest potential to improve safety in the City.

DATA COLLECTION

Kimley-Horn will obtain available data in geographic information systems (GIS) format for crashes, sidewalk and bike facilities, roadway features (geometry, lane width, number of lanes, etc.) and functional classification, speed limits, and Average Daily Traffic (ADT) volumes. For use in estimating crash rates, approximate volumes for the remainder of the network will be estimated based on roadway functional classification or derived from Replica data, which Kimley-Horn has access to at no additional cost to the City. To mitigate year-over-year fluctuation caused by the natural randomness of crashes, Kimley-Horn will acquire crash data from the past five years (January 1, 2021 – December 31, 2025) from GDOT's AASHTOWare Safety database. Additionally, if certain locations identified by the City or the community as an area of need where crash history may be absent or underreported, near-miss data may be collected to bolster the need for safety improvements at these locations.

During the data collection phases, Gwinnett County DOT (GCDOT) will be consulted for any data or details from their Safety Action Plan relevant to Norcross in order to minimize duplication of effort. As GCDOT intends to leverage the components of ARC's High Injury Network within Gwinnett as its own, the portion of the Safety Priority Network within and neighboring Norcross will be considered throughout the planning process.

The findings and recommendations of the recently adopted Buford Highway Safety Action Plan relevant to the Norcross portion of Buford Highway will be considered similarly.

HISTORICAL TRENDS

Historical crash data will be analyzed to identify collision characteristics and patterns on City roadways. This includes factors such as year, day, time, crash type, lighting, surface conditions, and injury severity based on the KABCO scale. Using AASHTOWare Safety tools, we will identify the highest crash intersections and segments. Crash trends will be benchmarked against nearby/similar sized cities and national statistics, including a review of the Georgia SHSP emphasis areas and systemic causes of crashes.

Because our team is composed of experts with firsthand experience as VRUs, we will carefully evaluate crashes based on system user type. This ensures pedestrian and bicycle-related incidents are accurately documented within the dataset. Such information can be instrumental in deciding project locations that will most benefit those at risk within our transportation network.

A visual and graphical reporting process, including graphs, charts, and figures will be used to document the current safety status of the City's transportation network. Key crash characteristics such as speed limits, intersection controls, streetlights, pedestrian or railroad crossings, and other geometric features will be used to provide an understanding of the existing concerns for the City and will be used as inputs in the safety analysis.

SYSTEMIC RISK ANALYSIS

Our safety analysis will focus on systemic processes, supplemented by field review spot analysis for top locations. Our reporting will include high quality charts, graphs, tables, and maps. We will use a statistical network screening tool developed by Kimley-Horn safety professionals that uses HSM crash prediction methods as a primary input in a network-wide risk analysis leading us to the Safety Priority Network, a set of priority locations for additional review. We have used this tool on LRSPs that we have completed in jurisdictions throughout the United States. The HSM-based method identifies:

- Locations with higher-than-expected crash frequencies, based on comparison with similar facilities.
- Locations with the greatest potential for safety improvement (decrease in crashes).

This analysis helps diagnose and address safety issues, helping to ensure that both systemic and specific safety needs are met. Outputs of the statistical network screening tool will be paired with demographic data, and additional demographic and roadway usage data as desired, in development of the Safety Priority Network.

POLICY REVIEW

Levering the effort our team is already leading as part of the 2045 Comprehensive Plan team, our will conduct a comprehensive review of existing City policies, plans, guidelines, and standards to evaluate how effectively they prioritize safety within current processes. At a minimum, the review will include:

- City of Norcross 2045 Comprehensive Plan
- Buford Highway Master Plan
- City of Norcross Sidewalk Inventory
- City of Norcross 2025 Parking Study
- City of Doraville Safety Action Plan for Buford Highway

Additionally, the team will review best practices employed by other agencies to address safety and summarize takeaways from the most successful and effective programs. Based on this assessment, we will identify gaps and opportunities for improvement, ensuring alignment with best practices and Vision Zero principles where applicable. We will then develop actionable implementation strategies, including recommendations for adopting revised or new policies, guidelines, and standards to strengthen safety outcomes. Findings from this task will be summarized in a PowerPoint presentation for use in the final document.

Task 3 Deliverables:

- Historical trend summary
- Safety Priority Network
- Locations identified by the systemic risk analysis
- Safety Analysis Summary of Findings
- GIS database with collected and prepared data

TASK 4: IMPLEMENTATION MATRIX

Based on the safety analysis, policy review findings, public feedback, and input from the City, Kimley-Horn will develop an implementation matrix that prioritizes the City's list of strategies, projects, and programs within time ranges for when the strategies and countermeasures will be deployed (short-, mid-, and long-term timeframes). The recommended projects are anticipated to include engineering, behavioral, operational, and programmatic strategies to reduce fatalities and serious injuries on the roadway network and achieve traffic safety goals established by the plan. This matrix will include each of the specific projects and strategies with accompanying descriptions, estimate of probable cost, identified responsible party, potential funding sources, and project readiness. Each identified safety intervention will identify the applicable safety target area it is addressing (i.e., evaluation, encouragement, education, enforcement, engineering, or emergency response).

PROJECT SHEETS

Kimley-Horn will prepare project sheets will be prepared for the top locations, which the City may use in potential future project implementation grant applications. The project sheets will profile the existing safety performance of each location, including an aerial photo and map, crash history, and outline potential countermeasures, high-level planning costs, and potential crash reduction. Recommendations will be based on input obtained throughout the project as well as a virtual review of each location to identify specific recommendations for each location. The project sheets will provide the City with a scalable overview of cost-effective safety options at each location, either through a phased implementation approach of multiple countermeasures or direct implementation of specific solutions.

Task 4 Deliverables:

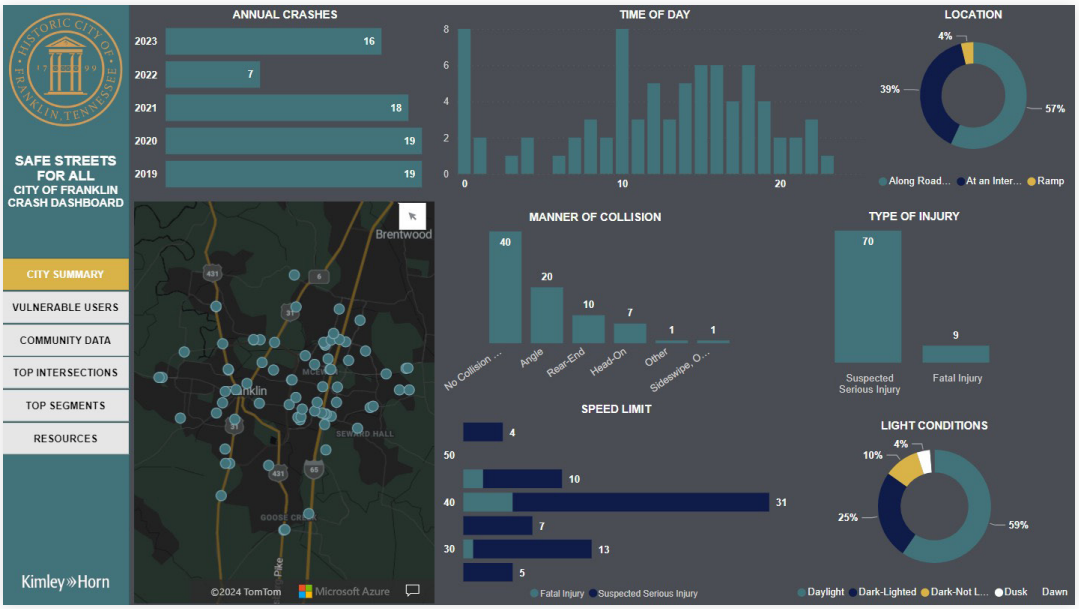
- » Implementation Matrix
- » Project Sheets for top locations

Clarkston SS4A SAP Workshop Flyer

TASK 5: DATA DASHBOARD

Tracking progress and performance is crucial in plan development. With the Steering Committee's guidance, we will establish measurable performance goals, targets, and metrics to track progress towards achieving zero fatalities and serious injuries in the City. It is anticipated that performance metrics will include non-crash-related metrics, such as the number of safety improvements completed throughout the City. An emphasis will be placed on developing performance measures that use data readily available to the City and are easily replicated. Publicly available performance metrics will keep stakeholders, officials, and the public informed about Norcross' progress towards improving safety and reducing the frequency of fatalities and serious injuries throughout the City. At the onset of the project, Kimley-Horn will develop a PowerBI (or similar program) dashboard to track performance metrics throughout the duration of the project and through the 5-year performance period.

The dashboard will present the data in an easily digestible format that the public can use to interact with and understand the City's progress. To allow the City to maintain the dashboard following completion of the SAP development process, a document will be developed detailing where to update any necessary data and how to update the dashboard with the information.



Power BI Dashboard Example: City of Franklin Crash Dashboard

Task 5 Deliverables:

- Public-facing data dashboard
- Instruction document

TASK 6: ACTION PLAN

Our team recognizes there are multiple facets of transportation safety, requiring input from all different levels from the 4 Es of traffic safety. To enhance the City's ability to reach a goal of reducing the number of fatalities and serious injury crashes, we will incorporate elements of the Safe System Approach adopted as part of USDOT's National Roadway Safety Strategy (NRSS).

Kimley-Horn will develop an SAP Final Report that meets the needs of the City and utilizes the data analysis conducted through the SAP process. The SAP will meet applicable SS4A requirements as outlined in the SS4A Self-Certification Eligibility Worksheet. The SAP will affirm commitment to reach zero fatalities, summarize safety analyses, provide an overview of the community engagement process, include an assessment of current policies, provide a comprehensive set of projects and strategies to address safety problems, and include a description of how progress will be measured. We will also fill out the SS4A Self-Certification Eligibility Worksheet and provide it as an attachment. The draft SAP will be presented to the City for staff review and comment. We will then prepare a final SAP for presentation and City adoption.

Task 6 Deliverables:

- Draft Safety Action Plan
- Final Safety Action Plan
- Digital files of all deliverables provided through the SAP development process

TASK 7: EXECUTIVE SUMMARY

To accompany the completed SAP, Kimley-Horn will prepare a concise, visually engaging Executive Summary document and one-page fact sheet that summarizes the key components of the City's SAP. These documents will serve as an informative, public-facing resource to:

- Communicate the purpose and scope of the SS4A program, including an overview of the federal requirements and alignment with the Safe System Approach and Vision Zero principles.
- Highlight the City's safety emphasis areas and provide an overview of the priority safety issues, such as high-risk locations in the City, VRU risks, and systemic crash patterns identified through data analysis.
- Promote community awareness and engagement, ensuring that all City communities are informed of their eligibility to apply for SS4A grant funding.
- Provide clear next steps for residents, stakeholders, and partner agencies interested in participating in future safety initiatives around the City.

The document will be thoughtfully designed and intended for broad distribution through digital and print channels.

Task 7 Deliverables:

- Executive summary of the SAP
- One-page fact sheet

KEY PROJECT PERSONNEL

After careful review of the scope of work, we crafted a team of experts ready to serve the City of Norcross to develop its SAP. Our team is intimately familiar with FHWA requirements and unique needs for SS4A SAP projects, since our team members have completed more than 100 SS4A SAPs using SS4A Implementation Grant funding. Additionally, our firm has successfully secured more than $306 million in SS4A funding for jurisdictions from coast to coast for SS4A Planning or Implementation Grants, including more than $9 million for the City of Carrollton. The organizational chart below depicts the names of our dedicated team of national safety specialists and local engineers and planners who will support the development of the SAP. We expect all parties to play an equal role in the successful creation of a SAP for the City of Norcross.

DEPUTY PROJECT MANAGER

Kurt Heischmidt, AICP, RSP$_1$

PROJECT MANAGER

Tracy Lehman, PE, PTOE, RSP$_{2I}$

QUALITY CONTROL/QUALITY ASSURANCE MANAGER

Clark Kennedy, PE, PTOE, RSP$_1$

Safety Analysis

Jourdyn Fuga, PE, RSP$_{2IB}$
Sarah Wilson, PE, RSP$_1$
Tyler Minkkinen, EIT, RSP$_1$

Public/Stakeholder Engagement

Madison Davis, AICP[1]
Jen Price[1]
Frank Lee[2]
Taylor Jones
Hannah Robnik
Kerry McNulty

Policy Review

Eric Bosman, FAICP
Jon Tuley, AICP
Ben Blair, EIT
Hannah Robnik

Project and Strategy Selection

Jourdyn Fuga, PE, RSP$_{2IB}$
Spencer Edwards PE, RSP$_1$
Clark Kennedy, PE, PTOE, RSP$_1$

Action Plan Documentation

Sarah Wilson, PE, RSP$_1$
Ben Blair, EIT
Taylor Jones
Kerry McNulty

Grant Compliance

Chris Fuga, AICP, CAPM

Key
1. Sycamore Consulting
2. 85 CDC

Proposed Key Staff in bold (resumes included in this proposal)

TRACY LEHMAN, PE, PTOE, RSP$_{2I}$ | PROJECT MANAGER

Tracy is a nationally recognized leader in safety analysis and design, known for consistently delivering innovative, data-driven solutions to clients across the country. With a strong passion for safety, she understands the significant impact that proactive safety plans can have on saving lives. Her career has focused on assisting cities, counties, and state Departments of Transportation (DOTs) across the United States in developing solutions aimed at reducing fatalities and serious injuries on roadways. Tracy has managed or been involved in the development of safety action plans in Georgia, Alabama, Illinois, and Iowa. She also contributed to FHWA's guidance manual, Implementing an LRSP, which provides practical advice on taking a safety plan from concept to implementation.

PROFESSIONAL CREDENTIALS

BS, Civil and Environmental Engineering, Georgia Institute of Technology

Professional Engineer in GA, LA, IA, IL, and WI

Professional Traffic Operations Engineer

Road Safety Professional, Level 1 and Level 2 (Infrastructure)

> *Tracy has a proven track record of developing implementation-focused SAPs. Projects resulting from five SAPs and a Road Safety Audit led by Tracy were awarded over $18 M in SS4A Implementation Grant funding.*

In addition, Tracy assisted the Iowa DOT and Alabama DOT in developing their first VRU Safety Assessments, a new requirement from FHWA intended to improve safety for VRUs through a multifaceted, collaborative, and comprehensive approach. Tracy's diverse experience—combined with her detail-oriented nature—has allowed her to develop a talent for guiding multidisciplinary teams to develop tailored plans to reduce fatalities and serious injuries.

RELEVANT PROJECT EXPERIENCE

- City of Suwannee, SS4A SAP, Suwannee, GA | Project Manager
- City of Carrollton, SS4A SAP and Implementation Grant, Carrollton, GA | Project Manager/ Principal-in-Charge
- City of Clarkston, SS4A SAP, Clarkston, GA | Deputy Project Manager
- City of Decatur, SS4A SAP, Decatur, GA | Senior Safety Advisor
- Habersham County, SS4A SAP, Habersham County, GA | Project Manager
- Forsyth County, SAP and LRSP, Forsyth County, GA | Senior Safety Advisor
- Iowa County Engineers Associate (ICEA)/Mahaska County, SS4A SAPs, Statewide (97 Counties), IA | Project Manager
- GDOT, Regional Safety Design Services On-Call Region A, Districts 1 and 4, GA | Project Manager
- Indianapolis Metropolitan Planning Organization (MPO), SS4A SAP Update, Indianapolis, IN | VRU Safety Lead
- FHWA, Implementing an LRSP, Nationwide | Senior Transportation Planner/Engineer
- Gwinnett County DOT, Connect Gwinnett: Comprehensive Transit Development Plan, Gwinnett County, GA | Project Engineer
- Gwinnett County DOT, Truck Parking Study, Gwinnett County, GA | Project Manager
- Iowa DOT, SHSP and VRU Safety Assessment, Statewide, IA | Project Manager
- ALDOT, SHSP, Statewide, AL | Principal-in-Charge
- ALDOT, VRU Safety Assessment, Statewide, AL | Principal-in-Charge
- Atlanta DOT (ATLDOT), Safety Routes to School, Atlanta, GA | Senior Safety Engineer
- City of Tucker, High-Crash Intersection Safety Study, Tucker, GA | Project Manager
- City of Johns Creek, High-Crash Intersection Safety Study and Action Plan, Johns Creek, GA |

KURT HEISCHMIDT, AICP, RSP$_1$ | DEPUTY PROJECT MANAGER

Kurt has extensive experience in multimodal, safety-focused transportation planning across the Southeast. He applies a public-health lens to his safety work and relies on input representative of the entire community in developing strategies and recommendations. He integrates diverse datasets with community input in analyses, policy review, and strategy and project development, ensuring plans are both data-driven and community-focused.

RELEVANT PROJECT EXPERIENCE

- City of Suwannee, SS4A SAP, Suwannee, GA | Deputy Project Manager
- Forsyth County, SAP and LRSP, Forsyth County, GA | Lead Analyst
- City of Clarkston, SS4A SAP, Clarkston, GA | Project Planner
- Town of Smyrna, SS4A SAP, Town of Smyrna, TN | Lead Analyst
- Bristol MPO, Local Road Safety Plan, Bristol, TN | Project Planner
- Habersham County, SS4A SAP, Habersham County, GA | Analyst
- City of Athens, SS4A SAP, City of Athens, TN | Analyst
- Gwinnett County, Gwinnett Trails Master Plan Update, Gwinnett County, GA | Deputy Project Manager
- Gwinnett County, Gwinnett Trails Implementation Support, Gwinnett County, GA | Deputy Project Manager
- GDOT and Gwinnett County DOT, I-85 Planning and Environmental Linkages Study, Gwinnett, GA | Analyst
- City of Chamblee, Chamblee Comprehensive Plan Update, Chamblee, GA | Project Planner

PROFESSIONAL CREDENTIALS

MS, Geographic Information Science and Technology, Georgia Institute of Technology

Master of Public Health, University of South Carolina

BS, Nutritional Science, University of Missouri

American Institute of Certified Planners

Road Safety Professional, Level 1

CLARK KENNEDY, PE, PTOE, RSP$_1$ | QC/QA MANAGER

Clark has 12 years of transportation and traffic engineering experience, through which has gained expertise in design and delivery of numerous safety-focused projects. He has been responsible for the development of methodology and design for transportation improvement projects, and his experience includes geometric design, traffic signal design, traffic analysis, traffic modeling, Intelligent Transportation Systems (ITS) design, and project management. He has gained experience in geometric design while working on numerous roadway projects throughout Georgia, Mississippi, and Alabama. Clark has also served as project manager for roadway and traffic projects and is familiar with all aspects of design needed to deliver a complete set of construction plans. Clark is GDOT Plan Development Process (PDP)-certified and specializes in horizontal alignment, vertical alignment, superelevation, and intersection design.

RELEVANT PROJECT EXPERIENCE

- City of Suwannee, SS4A SAP, Suwannee, GA | QC/QA Manager
- GDOT, Regional Safety Design Services, Region A, Districts 1 and 4, GA | Deputy Project Manager
- Habersham County, SS4A SAP, Habersham County, GA | QC/QA Manager
- Buckhead Community Improvement District (CID), Lenox Road Phase 2, Atlanta, GA | Project Manager
- Upper Westside CID, Chattahoochee Avenue Multi-Use Path, Atlanta, GA | Project Manager

PROFESSIONAL CREDENTIALS

BS, Civil Engineering, Auburn University

Professional Engineer in GA and AL

Professional Traffic Operations Engineer

Road Safety Professional, Level 1

JOURDYN FUGA, PE, RSP_{2IB} | SAFETY ANALYSIS LEAD; PROJECT AND STRATEGY SELECTION LEAD

Jourdyn is an accomplished traffic engineer and transportation planner who, since being personally affected by a Georgia roadway traffic fatality in 2013, has dedicated her career to transportation safety and to the pursuit of decreasing the frequency and severity of crashes on our roadways. She supports the management of GDOT's Statewide Safety Program as a Safety Engineer Key Team Lead (KTL) in Districts 1 and 4 and routinely partners with local agencies to help them achieve their safety goals. Jourdyn understands both the infrastructure and human-behavior aspects of transportation safety, and she is well versed in both hot-spot, site-specific safety evaluations as well as systemic safety planning. She is effective at successfully identifying, evaluating, and prioritizing safety countermeasures, having spent her 12-year career developing solutions that are data driven, transformative, and cost friendly, while balancing traffic operations with needs across all modes of travel Jourdyn is the only professional in Georgia who has obtained both Road Safety Profession Level-2 certifications (Infrastructural and Behavioral), and she adds extra value with her experience in traffic operations and multimodal planning.

PROFESSIONAL CREDENTIALS

BS, Civil Engineering and Public Policy, Georgia Institute of Technology

Professional Engineer in GA

Road Safety Professional, Level 1 and 2 (Infrastructure and Behavioral)

RELEVANT PROJECT EXPERIENCE

- City of Carrollton, SS4A SAP and Implementation Grant, Carrollton, GA | Deputy Project Manager
- City of Clarkston, SS4A SAP, Clarkston, GA | Safety Lead
- Habersham County, SS4A SAP, Habersham County, GA | Safety Lead
- GDOT, Regional Safety Design Services On-Call Region A, Districts 1 and 4, GA | Safety Key Team Lead

ERIC BOSMAN, FAICP | POLICY REVIEW LEAD

Eric is an experienced urban designer, community planner, and facility planner. Over the last two decades, he has assisted communities; community improvement districts (CIDs), educational systems and other organizations as a facilitator, planner, designer, and project manager. As a planner and urban designer, Eric has helped transform and revitalize communities throughout the Southeastern United States. Many of his efforts combine community design, land use planning, market analysis and transportation planning to create more vibrant, livable communities. As a project manager, Eric has created implementation strategies to guide and manage several multimillion dollar public improvement programs. Almost all of Erics professional projects include public involvement sessions to gather community input as an integral part of the planning and design process. He is an accomplished presenter and instructor and has conducted numerous professional development seminars on leadership skills, group dynamics and communications.

PROFESSIONAL CREDENTIALS

MS, Architecture; Urban and Regional Planning, University of Illinois at Urbana-Champaign

BA, Architecture, Clemson University

Fellow of the American Institute of Certified Planners

RELEVANT PROJECT EXPERIENCE

- Norcross Comprehensive Plan, City of Norcross, GA | Principal-in-Charge
- DeKalb County, 2050 Unified Plan, DeKalb County, GA | Principal-in-Charge
- City of Lawrenceville, Lawrenceville Corners Master Plan, Lawrenceville, GA | Principal-in-Charge
- Cobb County, CobbForward Comprehensive Transportation and Transit Plan, Cobb County, GA | Principal-in-Charge
- MARTA, Summerhill BRT Final Design and Construction Phase Communications, Atlanta, GA | Public Outreach

SARAH WILSON, PE, RSP$_1$ | ACTION PLAN DOCUMENTATION LEAD

Sarah is a transportation engineer with experience in projects related to traffic safety, traffic capacity analysis, signal timing optimization, transportation planning, and traffic forecasting. Sarah is dedicated to helping understand the more complex transportation problems that exist by using a data-driven approach to projects of all scales and recognizes the delivery of the project recommendations is as important as the development of those recommendations. She focuses on incorporating safety into every project and has experience researching and identifying applicable treatment types and corresponding crash reduction factors (CRFs) associated with potential treatments both for specific locations and for broader, more systemic evaluations. Sarah's diverse project experience spans from identifying and evaluating recommended alternatives to engaging with the public to gather feedback or provide education on alternative intersection designs to help reduce crash rates and crash severity.

PROFESSIONAL CREDENTIALS

BS, Civil Engineering, Georgia Institute of Technology

Professional Engineer in GA and NC

Road Safety Professional, Level 1

RELEVANT PROJECT EXPERIENCE

- City of Suwannee, SS4A SAP, Suwannee, GA | Action Plan Documentation Lead
- Habersham County, SS4A SAP, Habersham County, GA | Deputy Project Manager
- City of Clarkston, SS4A SAP, Clarkston, GA | Safety Engineer
- GDOT, Regional Safety Design Services On-Call, Region A, Districts 1 and 4, GA | Project Engineer
- Bristol MPO, LRSP, Bristol, TN | Project Engineer

CHRIS FUGA, AICP, CAPM | GRANT COMPLIANCE LEAD

Chris has submitted grants for jurisdictions across several states, working with clients on grant opportunities to complete successful application submittals. Chris has worked on grant opportunities for Safe Streets for All (SS4A) grants, USDOT Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grants, ARC Transportation Improvement Program (TIP) projects, and community development block grants. He provides grant application support for a variety of municipal clients. Chris also brings a wide base of planning and economic development knowledge. His skills in planning and writing enable him to effectively communicate messages to a wide range of audiences.

PROFESSIONAL CREDENTIALS

Master of Public Policy, Georgia State University

BS, Public Policy, Georgia Institute of Technology

RELEVANT PROJECT EXPERIENCE

- Gwinnett County, SS4A Planning Grant Application, Gwinnett County, GA | Project Manager
- City of Carrollton, SS4A SAP and Implementation Grant Application, Carrollton, GA | Policy Analysis and Grant Coordination
- City of Chamblee, SS4A Planning Grant Application, Chamblee, GA | Project Manager
- City of Lilburn, SS4A Planning Grant Application, Lilburn, GA | Project Manager
- Town of Mount Pleasant, SS4A SAP and Implementation Grant Application, Mount Pleasant, SC | Policy Analysis and Grant Coordination
- Multiple Counties in Iowa, SS4A Implementation Grant Applications, Various Counties, Iowa | Project Manager

MADISON DAVIS, AICP | PUBLIC/STAKEHOLDER ENGAGEMENT LEAD

SYCAMORE CONSULTING

Madison is a certified planner with expertise in land use and transportation planning, research, and public engagement. Skilled at synthesizing outreach data, Madison excels at transforming community input into meaningful recommendations, translating complex findings into clear, actionable insights for both technical partners and the community. He works with public clients at all levels, from local municipalities to state agencies across Georgia.

PROFESSIONAL CREDENTIALS

Master of City and Regional Planning, Georgia Institute of Technology

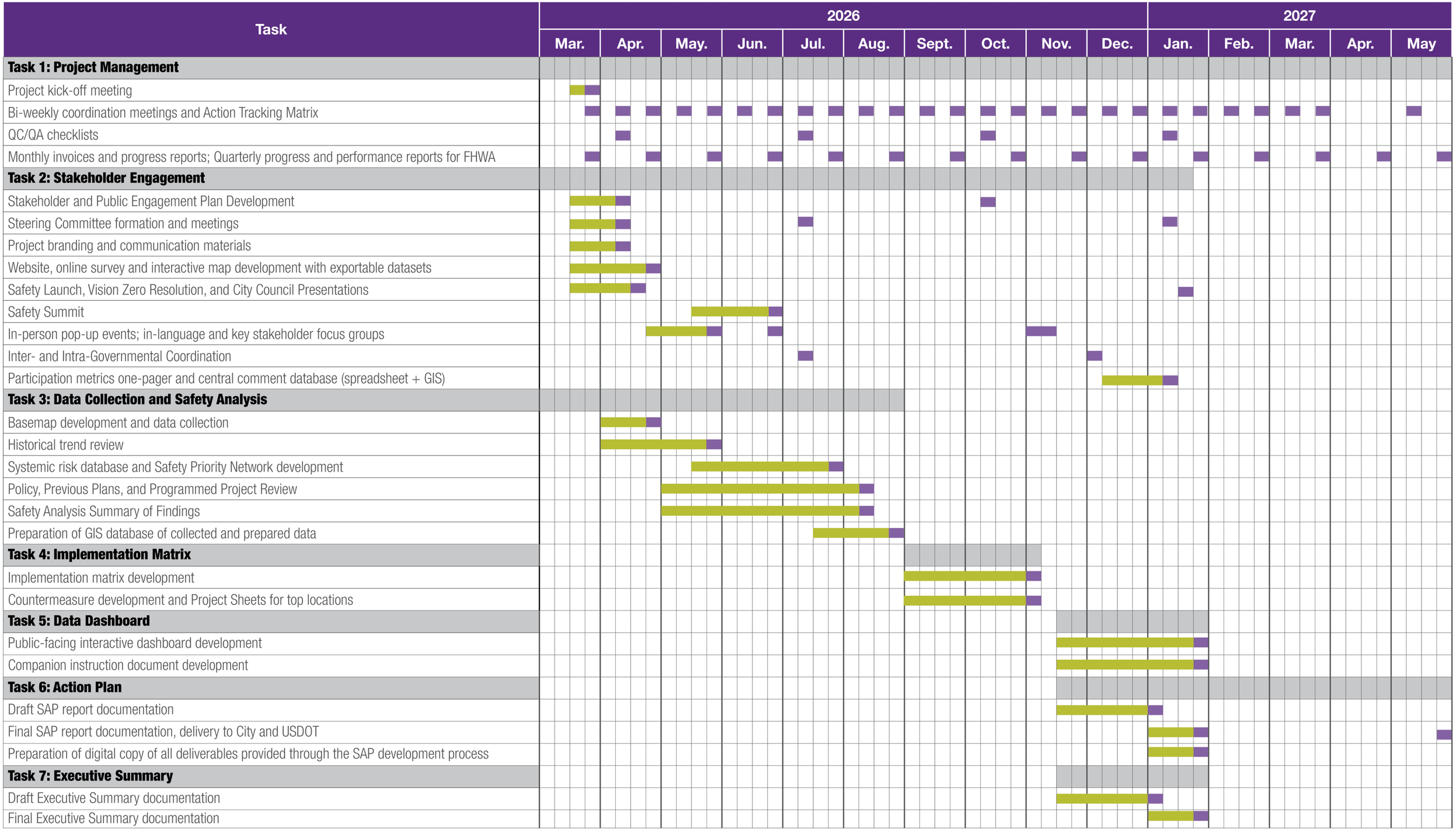
BA, Anthropology, University of North Texas

American Institute of Certified Planners

RELEVANT PROJECT EXPERIENCE

- South Fulton 2040 Comprehensive Plan Update, City of South Fulton, GA | Public Involvement Lead
- City of Clarkston, SS4A SAP, Clarkston, GA | Public Involvement Planner
- South Fulton Design Services, City of South Fulton, GA | Public Involvement Lead
- Stonecrest 2038 Comprehensive Plan Update, City of Stonecrest, GA | Public Involvement Lead
- Clayton County Comprehensive Plan, Clayton County, GA | Public Involvement Lead
- Paulding County Comprehensive Safety Action Plan Paulding County, GA | Public Involvement Lead
- Downtown Atlanta Passenger Rail Terminal Study, Atlanta Regional Commission, Atlanta, GA | Public Involvement Lead

SCHEDULE



Subtask Duration Milestone/Deliverable

APPENDIX B – COMPENSATION FOR SAFETY ACTION PLAN

APPENDIX F
RFP PW 26-02
COST PROPOSAL FORM

This form must be submitted in a sealed envelope. In addition to this form, a list of hourly rates of individuals that may perform work under this contract must be attached.

Task Area	Hours	Task Area Cost	% Project Hours
Task 1: Project Management	256	$60,500.00	18%
Task 2: Stakeholder Engagement	493	$104,500.00	34%
Task 3: Data Collection & Safety Analysis	233	$46,500.00	16%
Task 4: Implementation Matrix	131	$27,000.00	9%
Task 5: Data Dashboard	80	$16,000.00	5%
Task 6: Action Plan Report	150	$33,000.00	11%
Task 7: Executive Summary	99	$21,500.00	7%
TOTAL	**1,442**	**$309,000.00**	100%

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: Kimley-Horn and Associates, Inc.

Authorized Representative: Jeffrey Elsey, Vice President

Firm Address: 1200 Peachtree Street NE, Suite 800, Atlanta, GA 30309

Project Name: City of Norcross Safety Action Plan

CITY OF NORCROSS SAFETY ACTION PLAN HOURLY RATES

TEAM MEMBER	COMPANY	RATE
Eric Bosman	Kimley-Horn	$430.00
Tracy Lehman	Kimley-Horn	$345.00
Clark Kennedy	Kimley-Horn	$345.00
Jon Tuley	Kimley-Horn	$280.00
Jourdyn Fuga	Kimley-Horn	$280.00
Spencer Edwards	Kimley-Horn	$280.00
Kerry McNulty	Kimley-Horn	$250.00
Chris Fuga	Kimley-Horn	$250.00
Sarah Wilson	Kimley-Horn	$250.00
Kurt Heischmidt	Kimley-Horn	$250.00
Tyler Minkkinen	Kimley-Horn	$220.00
Taylor Jones	Kimley-Horn	$220.00
Hannah Robnik	Kimley-Horn	$190.00
Ben Blair	Kimley-Horn	$190.00
Madison Davis	Sycamore Consulting	$113.10
Jenn Price	Sycamore Consulting	$196.80
Frank Lee	85 CDC	$197.00
Technician	85 CDC	$115.00

**** Appendices A & B are extracted from the firm's proposal***

City of Norcross
Department of Public Works

REQUEST FOR PROPOSALS
SAFETY ACTION PLAN
RFP PW 26-02

City of Norcross
Department of Public Works
REQUEST FOR PROPOSALS
SAFETY ACTION PLAN
RFP PW 26-02

The City of Norcross is seeking proposals from qualified firms with experience in transportation planning and design for the development of a comprehensive safety action plan. This plan will address the city's safety needs, including in high-risk areas like the historic downtown and major roadways, ensuring that all residents, including underserved communities, can travel safely. The Safety Action Plan must include all the components laid out by the U.S. Department of Transportation (DOT) in the SS4A grant notice of funding availability.

The PROPOSAL package should be clearly marked "**RFP PW 26-02 – SAFETY ACTION PLAN"** on its face and submitted by **11:00 a.m. on WEDNESDAY, FEBRUARY 18, 2026,** to the address below. Please submit two printed copies and one electronic copy (USB) of your package to:

City of Norcross Public Works Department
345 Lively Avenue
Norcross, GA 30071
Attn: Charlene Marsh, Capital Projects Manager
RFP PW 26-02 – SAFETY ACTION PLAN

Both printed and electronic copies must contain the same information.

An ***optional, but highly recommended*** pre-proposal meeting will take place on **FRIDAY, JANUARY 30, 2026, at 10:00 a.m**. at the Public Works Department located at 345 Lively Avenue Norcross GA 30071.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at procurement@norcrossga.net by 5:00 p.m. on **MONDAY, FEBRUARY 2, 2026**. A Q&A addendum will be posted within a week.

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

No PROPOSAL may be withdrawn within thirty (30) days after the PROPOSAL opening. Requests for withdrawals must be submitted in writing. All PROPOSALS shall remain firm for 90 days after proposal opening.

We appreciate your interest in the City of Norcross!

PROPOSAL CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a PROPOSAL 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-proposal 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/proposals.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 is seeking proposals from qualified firms with experience in transportation planning and design for the development of a comprehensive safety action plan. The City of Norcross is a rapidly growing community in the Atlanta metropolitan area. As the city grows, its transportation network faces increasing challenges, including congestion, pedestrian and bicyclist safety, and the need for equitable access to transportation resources. The city is committed to safety and has received funding to develop a Safety Action Plan through the USDOT Safe Streets and Roads for All (SS4A) grant program. Using a Zero Vision basis, this plan will address the city's safety needs, including in high-risk areas like the historic downtown and major roadways, ensuring that all residents, including underserved communities, can travel safely.

2. ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Final Plan Publicly Available Date	February 1, 2027
Planned SS4A Final Report Due	June 1, 2027

3. BACKGROUND

The City of Norcross has been awarded a Planning and Demonstration grant under the US Department of Transportation's Safe Streets for All Program. The program seeks to "improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives. Components of a successful safety action plan include the following:

1. Leadership commitment and goal setting
2. Planning structure
3. Safety analysis
4. Engagement and collaboration
5. Policy and process changes
6. Strategy and project selections
7. Progress and transparency

4. PROJECT SCOPE

Task 1— Project Management

The consultant will manage the plan development process, including public engagement events, data collection, stakeholder coordination, and final deliverables. The consultant will be responsible for developing and maintaining a project plan and schedule, leading biweekly meetings with the City of Norcross project team, submitting regular (as determined by city and FHWA terms) progress reports and invoices for payment.

Task 2 – Stakeholder Engagement

The consultant will be responsible for developing and implementing a stakeholder and public engagement plan to inform the plan development. Special attention should be paid to community demographics and language needs in the development of outreach materials, including flyers, emails, social media posts, and event invitations. Additionally, the consultant shall provide avenues for residents and business owners to submit feedback in

their preferred language, whether through translated surveys, comment cards, or online platforms. The stakeholder engagement plan shall include (at the minimum):

- Identification of key communities disproportionately impacted by traffic risks
- Communication strategy for online and in-person stakeholder engagement
- Support the City in forming a steering committee or working group that provides direction and feedback on the planning process.
- Coordination with the City's Marketing & Communications team to develop branding and messaging strategy in support of the project goals
- Provision of materials for City website and public communications
- Timeline for stakeholder and public engagement activities.
- A minimum of 2 public engagement events to garner feedback on plan recommendations.

Task 3 – Data Collection & Safety Analysis

The consultant will collect data needed to conduct an analysis of existing safety conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across the City. The consultant will also assess the quality and completeness of existing available data. The safety analysis shall include an examination of historic crash data (including locations and severity) and contributing factors and crash types by relevant road users (personal motorists, bicyclists, pedestrians, freight, etc.). An analysis of systemic and specific safety needs should also be performed as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.).

The consultant will collect and review existing programs, policies, planning documents and provide a summary of the current state of efforts to address transportation safety in the City of Norcross. The consultant should also review best practice strategies employed by other cities to address safety, identify programs with evidence of measurable success, and provide an assessment of the most effective and efficient methods used to achieve outcomes. Examples of current policies, plans, and data repositories to review and assess include:

- City of Norcross 2045 Comprehensive Plan
- Buford Highway Master Plan
- City of Norcross Sidewalk Inventory
- City of Norcross 2025 Parking Study
- City of Doraville Safety Action Plan for Buford Highway

The consultant will develop recommendations based on literature, policy, and data review and analysis.

Task 4 – Implementation Matrix

The consultant will develop an implementation matrix that identifies potential projects, strategies, recommendations, and a schedule for pursuit of future grant opportunities. The implementation matrix will list potential projects that are feasible and applicable for grant funding, conceptual infrastructure improvements with estimated costs, and schedule for implementation. Considerations should be made for budgetary and staff capacity required to achieve traffic safety goals and meet SS4A objectives after plan adoption. A project readiness timeline for each strategy and project should be included for short-term (0-5 years), mid-term (5- 10 years), and long-term (10+ years).

Task 5 – Data Dashboard
The consultant will develop a method to measure progress over time upon adoption of Safety Action Plan. The consultant shall create a public-facing dashboard hosted on the City website as well as document the process for the City to maintain and update the dashboard.

Task 6—Action Plan
The consultant will develop a comprehensive set of projects and strategies to address safety based on data, best practices, stakeholder input, and existing policies and plans. Interventions may address policy, infrastructure, behavioral, and/or operational safety-related factors and may be organized around focus and/or emphasis areas identified in the plan. Strategies should incorporate the principles of the Safe System Approach. An administrative draft of the Safety Action Plan should be prepared for staff and the steering committee's review prior to finalization of the document. A report should be able to be used both digitally and in hard copy format and should include meeting summaries, technical analyses, and public outreach materials as appendices of the final plan report. The consultant will be responsible for presenting the plan to the City of Norcross Mayor & Council for adoption. The final plan shall be made publicly available on February 1, 2027, and the SS4A final report is due to The US DOT on June 1, 2027.

Task 7 – Executive Summary
The consultant shall develop an executive summary with a fact sheet to easily communicate high level planning document takeaways. The summary should include graphics, plan highlights and be visually engaging.

5. GENERAL INFORMATION

Firms are advised to thoroughly understand the general conditions and special provisions prior to submitting their proposals.

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 proposal.

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 qualified firm whose proposal 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 proposal 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.

6. SCHEDULE OF EVENTS

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

7. PROPOSAL SUBMISSION GUIDELINES

A complete submission includes the following components:

- ☐ Cover Letter
- ☐ Response to Statement of Qualifications
- ☐ References Form
- ☐ Sealed Cost Proposal
- ☐ Acknowledgement of Addenda
- ☐ Certificate of Liability Insurance
- ☐ E-Verify Contractor & SAVE Affidavits (with required documentation)

8. EVALUATION CRITERIA

The proposal evaluation will be made on the following criteria:

Evaluation Criteria	Max Score
Experience & Qualifications	35
Proposed Approach & Timeline	35
References	20
Local Firm Credit	5
Cost Proposal	10
Total	**105**

Experience & Qualifications – Experience and qualifications of the team personnel, as demonstrated by resumes, organizational chart, and other information provided. Experience of the team in executing successful and relevant projects including other city-wide safety action plans.

Proposed Approach & Timeline – Evidence of thorough understanding of the project, quality and detail of the proposed approaches to the completion of the required tasks. Evidence of consultant team's capacity and availability to perform the services outlined in the scope of work.

References – Quality and relevance of references, as well as responsiveness of references contacted by City staff

Local Firm—Businesses with a current and valid City of Norcross Business License shall receive a 'local firm' credit of 5 points added to their technical (pre-cost proposal) score. Businesses with a valid business license within the boundaries of Gwinnett County or another Gwinnett County city will receive a credit of 2.5 points.

Cost Proposal— The cost proposal will not factor into the committee's evaluation of the technical proposal. Scores will be determined by weights assigned based on proposed cost.

9. 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

10. GENERAL CONDITIONS

10.1. REQUIREMENTS

Proposal must include labor and all materials as specified; no substitutions for materials are allowed unless approved by City of Norcross.

10.2. QUALIFICATIONS

10.2.1. Proposals will be considered only from experienced, licensed, and well-equipped Contractor(s) engaged in work of this type and magnitude. Firms must provide their own materials and tools for this contract.

10.2.2. Firms 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 proposal, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.

10.2.3. During the term of the agreement, Contractor shall, as its sole expense, secure and maintain in-force policies of insurance of the following types:

10.2.3.1. Workers' compensation coverage in accordance with the statutory

requirements of the jurisdiction in which Services are to be performed.

10.2.3.2. Employer's liability insurance with a minimum of $250,000.

10.2.3.3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined at least $1,000,000 aggregate.

10.2.3.4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least $1,000,000 per occurrence.

10.2.4. 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

10.3. JOINT VENTURES

10.3.1. Joint Ventures between two contractors will not be allowed. The General Contractor shall be required to perform all aspects of this projects and will not be allowed to sub-contract these items.

10.4. AUTHORITY TO SIGN

10.4.1. Firm must ensure that the legal proper name of their firm and/or corporation is printed OR typed as appropriate on all documents.

10.5. RIGHTS RESERVED

10.5.1. The City of Norcross reserves the right to reject any or all proposals, to waive informalities or to re-advertise. It is understood that all proposals are made subject to this agreement, and that the City of Norcross reserves the right to decide which proposals 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 Firm, their financial responsibility, costs and proposal amount, work of this type successfully completed and past performance with the City of Norcross.

10.5.2. Firms 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. Firms are also advised to inform themselves fully regarding conditions under which the work will be performed. The City will not be responsible for the Firm's errors or misjudgment, nor for any information on location conditions or general laws and regulations.

10.5.3. Any unauthorized additions, conditions, limitations, or provisions attached to the Proposal shall render it informal and may be cause for rejection.

10.6. AWARD OF CONTRACT

10.6.1. Contract will be made to the **firm with the best overall score or value**. Contracts will not be automatically awarded to the lowest firm. The City will review all proposals for responsiveness and responsibility. Firms 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.

10.6.2. The contract will be awarded to the most qualified vendor whose proposal 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.

10.6.3. The City of Norcross reserves the right to reject any or all proposals, to waive technicalities, and to make an award deemed in its best interest.

10.6.4. The City reserves the option to negotiate terms, conditions, and pricing with the most responsive, responsible and lowest firm at its discretion.

10.6.5. Prior to award of the Contract, the successful firm will be required to submit a schedule to the City, demonstrating the firm'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 firm's failure to demonstrate the ability to proceed as required may result in contract cancellation, as deemed in the City's best interest.

10.6.6. 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 firm with **the next best overall score and value**.

10.7. PRODUCTION REQUIREMENTS

10.7.1. The successful firm 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.

10.8. PRICES AND INVOICING PROGRESS PAYMENTS

10.8.1. Payment shall be provided based on the cost schedule provided in firm's response. Firm 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 **Len Housley, Director of Public Works 345 Lively Avenue, 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.

10.9. LOCATION AND SITE(S)

10.9.1. The site(s) of the proposed work is within City limits of the City of Norcross, Georgia.

10.9.2. The Contractor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in the appendices or as directed by the Department of Public Works, Utilities and Parks.

10.9.3. The Contractor, before submitting a proposal 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).

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

10.10. COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

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

10.11. MATERIALS

10.11.1. Unless otherwise specified in the Contract, the firm 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.

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

10.12. NON-COLLUSION

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

9.15 CONTRACT REQUIREMENTS

9.15.1 The successful firm 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 proposal 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 firm, 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 not anticipated for this project.

9.16.2 Work Hours

Monday through Friday 8:00 a.m. to 5:00 p.m. with evening events as deemed necessary.

APPENDIX A
RFP PW 26-02
SCHEDULE OF EVENTS

Event:	Date:
Release of RFP	January 14, 2026, 12:00 p.m.
*Pre-proposal Meeting	January 30, 2026, 10:00 a.m.
Deadline for Written Questions	February 2, 2026, 5:00 p.m.
Proposals Due	February 18, 2026, 11:00 a.m.
Proposal Review/Evaluation	February through March 2026
Contract Award (On/about)	April 6, 2026
Project Completion	**June 2027**

Optional but highly recommended

APPENDIX B
RFP PW 26-02
STATEMENT OF QUALIFICATIONS

All questions must be answered in your proposal. Information given must be clear and comprehensive.

ABOUT THE FIRM

1. Provide a cover letter introducing the firm and demonstrating understanding of the requested services. The following firm information should be included:
    a. Firm/Consultant name
    b. Permanent main office address, email address, and phone number(s)
    c. Name, email address, and phone number for primary contact
    d. List year of establishment of firm under present name and any previous names if applicable
    e. Provide total number of firm employees
2. Attach a copy of a valid business license.

EXPERIENCE

1. Attach a list of at least 3 similar projects completed in the last 5 five years.
2. Provide a list of contracts on hand (including gross amount of each contract and the approximate anticipated dates of completion).
3. Provide a list of 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. Provide information on the following:
    a. Have you ever failed to complete any work awarded to you, if so, where, and why?
    b. Have you ever defaulted on a Contract, if so, where, and why?
    c. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?
    d. How long do you warrant a project?
    e. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?

PROJECT APPROACH

1. Provide a list of key project personnel with job titles, responsibilities, and resumes
2. Explain the methodology you propose to successfully perform the services outlined in Section 3 (Project Scope).
3. Provide a project schedule identifying key milestones related to the firm's methodology.

APPENDIX C

RFP PW 26-02
REFERENCES

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: _____

APPENDIX D
RFP PW 26-02
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 26-02
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 Proposal Package (*including completed appendices and all required forms*)

Proposal Package Components:

_____ Statement of Qualifications

_____ Cost Proposal Form

_____ References Form ***or*** Letters of Reference

_____ Acknowledgement of Addenda Form

_____ Certificate of Liability Insurance

_____ E-Verify Contractor & SAVE Affidavits (with secure and verifiable document)

Mail or deliver to:
City of Norcross Public Works
345 Lively Avenue
Norcross, GA 30071
Attn: Charlene Marsh, Procurement and Capital Projects Manager
RFP PW 26-02 – SAFETY ACTION PLAN

Finance Department Budget Adjustment Entry

Purpose:	Budget Amendment - Award of Contract for Safety Action Plan
Item Number:	03162026-3
Effective Date:	4/6/2026

Description	Account Number	Increase/Debit	Decrease/Credit
Public Works - Professional Servics - Other	100-5.4100.521305	310,000	
Budgeted Fund Balance	100-389500		310,000
	Totals	310,000	310,000

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

AGENDA REPORT

To: Mayor and Council

From: Charlene Marsh, Procurement and Capital Projects Manager

Meeting Date: March 16, 2026 – Policy Work Session (PWS)

Item No.: 2026-107

Title: Direction for Executive Search Services RFP

CC: Eric Johnson, City Manager
Camille Washington, Human Resources Director

Recommendation
Provide staff with direction on desired approach for evaluation of proposals submitted in response to City Manager Executive Search Services RFP (RFP HR 26-06)

Background
City staff received direction to solicit proposals from qualified firms to provide executive search services in the support of the selection of a new City Manager upon City Manager Eric Johnson's resignation later in 2026. The Human Resources department released a request for proposals (RFP HR 26-06), and submissions are due on March 17, 2026.

Solicitation proposal committees typically consist of 3-4 staff members and occasionally include representation from a citizen board or commission. For the evaluation of RFP HR 26-06, Mayor & Council may opt to evaluate the proposals themselves or designate a committee of staff who will be responsible for recommending a shortlist of firms to be interviewed by the elected body at a future policy work session or special-called meeting.

City staff is requesting direction from Mayor & Council on the desired approach for the evaluation of the proposals once received and deemed responsive. Following the evaluation of the technical proposals, staff recommends the scheduling of interviews/presentations for a shortlist of 3-4 of the top-scoring firms. Direction is requested on the following: timeline for contract award, interview timeline and format, and composition of evaluation committee.

Financial Impact
To be determined based on the costs proposed by the successful firm

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

N/A

Attachments
RFP Packet – City Manager Executive Search Services

Update

City of Norcross
Human Resources Department

Request for Proposals
CITY MANAGER EXECUTIVE SEARCH SERVICES
RFP HR 26-06

City of Norcross
Human Resources Department

Request for Proposals
CITY MANAGER EXECUTIVE SEARCH SERVICES
RFP HR 26-06

The City of Norcross is soliciting competitive sealed proposals from qualified executive search services firms and consultants to manage the recruitment process for the position of City Manager. Interested firms should have experience in municipal executive search services. The selected firm shall provide a comprehensive recruitment and hiring services scope which includes the identification, vetting, and recruitment of a diverse pool of highly qualified candidates who possess the strategic vision and administrative expertise necessary to lead the City's departments and offices.

The proposal package should be clearly marked "**RFP HR 26-06– CITY MANAGER EXECUTIVE SEARCH SERVICES**" on its face and submitted by **5:00 p.m. (EST) on March 17, 2026,** to the address below. Please submit two printed copies and one electronic copy (USB) of your RFP package to:

Charlene Marsh
Procurement & Capital Projects Manager
City of Norcross Public Works Department
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information. Return address must be clearly marked on the outside of the proposal packet.

There will not be a pre-proposal meeting for this solicitation.

Please submit questions/requests via **e-mail only** to procurement@norcrossga.net by **5:00 p.m. (EST) on March 10, 2026.** Questions and answers will be posted in an addendum on the City Website.

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

No proposal may be withdrawn within thirty (30) days after the proposal deadline. Requests for withdrawals must be submitted in writing. All proposals shall remain firm for 90 days after the submission deadline.

TITLE VI ASSURANCE

The City of Norcross, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

INTRODUCTION

The City of Norcross is soliciting competitive sealed proposals from qualified executive search services firms and consultants to manage the recruitment process for the position of City Manager. Interested firms should have experience in municipal executive search services. The selected firm shall provide a comprehensive recruitment and hiring services scope which includes the identification, vetting, and recruitment of a diverse pool of highly qualified candidates who possess the strategic vision and administrative expertise necessary to lead the City's departments and offices.

BACKGROUND

The City of Norcross, the second city in Gwinnett County, is home to over 18,000 residents. The Norcross City Government, led by the Mayor and five council members, strives to provide its residents with a high-quality lifestyle by promoting diversity and inclusion, providing the city with efficient power and utilities, driving economic growth and maintaining sustainable, vibrant public spaces within the community. The City Manager is responsible for managing the daily operations, directing and supervising the administration of 12 departments. The City has approximately 138 full-time and 4 part-time employees. There are no bargaining unit employees employed by the City of Norcross Government.

SCOPE OF WORK

The selected consulting firm will be expected to accomplish the following:

Planning & Development

1. Conduct a robust engagement process with the Mayor & Council and staff to clarify and develop a candidate profile that meets the City's desired qualifications, skills, and experience.
2. Using the agreed-upon candidate profile, the firm shall recommend to the Mayor & Council a salary range for the position, an advertising plan to attract a diverse pool of qualified candidates, and a timetable for the recruitment.

Recruitment

3. Advertise the position nationwide to attract a diverse pool of qualified candidates.
4. Take receipt of all resumes and other applicable documents from candidates.
5. Conduct in-depth reviews of candidates' credentials using criteria established from a stakeholder meeting/hearing, including the Council and interested members of our community.

Selection & Recommendation

6. Select the most qualified, skilled, and articulate candidates for the Council to review and provide a written report summarizing results and the identification of up to ten candidates for consideration.
7. Arrange for and/or conduct finalist(s) professional background investigation(s).
8. Advise the Council on interview strategies, techniques, questions, etc., as needed.
9. Assist with employment negotiations if requested or as deemed necessary.
10. Disclose any previous relationships between the firm and all candidates being considered.

SUBMISSION REQUIREMENTS

The City of Norcross requires two paper copies and one digital (USB) copy of the proposal. All copies must contain the same information. The cost proposal shall be submitted in a separate envelope. *Failure to include any of the requirements will render the submission non-responsive*.

1. **Cover Letter**
   Proposals should include a cover letter introducing the company and its experience with similar projects. This letter should summarize why the firm is interested in the project.

2. **Qualifications Questionnaire**
   The questionnaire (**Appendix A)** should be completed *in its entirety*. Requested information includes firm details, experience, and project approach.

3. **Work Samples**
   A minimum of 3 sample work products must be submitted. This includes but is not limited to recruitment materials, candidate questionnaires, previous work plans, and/or template for the presentation of applicant resumes to the Mayor & Council

4. **References**
   Submission may be accompanied by a reference form containing at least 4 references **(Appendix B)** OR 3 letters of reference. References must be for projects of similar size and scope.

5. **Cost Proposal Form**
   Cost proposal form **(Appendix C)** and must be submitted in a sealed envelope. The cost proposal must include the flat fee for full completion of the scope of work detailed above and hourly rates for any additional project components that may be requested by City leadership. Any costs incurred by consulting firms in preparing or submitting their proposal are the firm's sole responsibility.

6. **Non-Collusion Form**
   Attached as **Appendix D**

7. **Acknowledgement of Addenda Form**
   Attached as **Appendix E**

8. **Certificate of Liability Insurance**
   Insurance requirements detailed in "General Conditions" section**.**

9. **E-Verify Contractor & SAVE Affidavits (with required documentation)**
   Required E-Verify and SAVE affidavits are included as supplemental documents and must be downloaded.

EVALUATION METHOD AND CRITERIA

Evaluation Criteria	Max Score
Experience & Qualifications	30
Proposed Approach & Timeline	25
References	15
Cost Proposal	25
Local Firm Credit	5
Total	**105**

The proposal evaluation will be made on the following criteria:

Experience & Qualifications – Experience and qualifications of the team personnel, as demonstrated by resumes, organizational chart, and other information provided. Experience of the firm in executing successful executive recruitments for municipal governments.

Proposed Approach & Timeline – Evidence of thorough understanding of the project scope, quality and detail of the proposed approaches to the completion of the required tasks. Evidence of team's capacity and availability to provide the proposed services in a timely fashion. Evidence of ease of use and security.

References – Quality and relevance of references, as well as responsiveness of references contacted by City staff.

Local Firm—Businesses with a current and valid City of Norcross Business License shall receive a 'local firm' credit of 5 points added to their technical (pre-cost proposal) score. Businesses with a valid business license within the boundaries of Gwinnett County or another Gwinnett County city will receive a credit of 2.5 points.

Cost Proposal— The cost proposal will not factor into the committee's evaluation of the technical proposal. Scores will be determined by weights assigned based on proposed cost.

The City of Norcross reserves the right to interview top-scoring firms.

RESTRICTIONS ON 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
2. Question
Citation of relevant section of the RFP

SCHEDULE OF EVENTS

Release of RFP	March 2, 2026, at 4:00 p.m. (EST)
Deadline for Written Questions	March 10, 2026, at 5:00 p.m. (EST)
Proposals Due	March 17, 2026, at 5:00 p.m. (EST)
Proposal Evaluation & Firm Interviews	March through April 2026
Contract Award	*Tentatively May2026*

GENERAL CONDITIONS

Proposers are advised to thoroughly understand the general conditions and special provisions prior to submitting their proposals.

I. QUALIFICATIONS

A. Proposals will be considered only from experienced and well-equipped Vendor(s) engaged in work of this type and magnitude.

B. Proposers 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 proposals, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.

C. Proposers must provide their own materials for this contract.

D. Liability Insurance: During the term of the 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 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.

E. 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.

II. AUTHORITY TO SIGN

A. Proposers must ensure that the legal proper name of their firm and/or corporation is printed or typed as appropriate on all documents.

III. RIGHTS RESERVED

A. The City of Norcross reserves the right to reject any or all proposals, to waive informalities or to re-advertise. It is understood that all proposals are made subject to this agreement, and that City of Norcross reserves the right to decide which proposal(s) it deems the most qualified. In arriving at this decision, full consideration will be given to the experience and qualifications of the Proposer, work of this type successfully completed and past performance with the City of Norcross.

B. Proposers are advised to examine the site(s) of the proposed work, as are necessary, to familiarize themselves with location conditions, which may affect the proposed work. Proposers are also advised to fully inform themselves regarding conditions under which the work will be performed. The City of Norcross will not be responsible for the Proposer's errors or misjudgment, nor for any information on location conditions or general laws and regulations.

C. Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, or other financial documents or reporting *may* be requested by City. If requested, such statements must be provided within five (5) business days, or the proposal will be rejected.

D. Any unauthorized additions, conditions, limitations, or provisions attached to the Proposal shall render it informal and may be cause for rejection.

IV. AWARD OF CONTRACT

A. The contract will be awarded to the most qualified firm whose proposal will provide the best value and be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.

B. Prior to award of the Contract, the successful Proposer will be required to submit a schedule to the City, demonstrating the Proposer's ability to commence and proceed in a timely manner. A Proposer's failure to demonstrate the ability to proceed as required may result in contract cancellation.

C. Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, contract cancellation or re-advertising of any and/or all these contracts.

D. Prior to execution of a Contract, a Utility Coordination Meeting may be required between Vendor(s), utility agencies and City of Norcross Public Works to ensure clarity and commitments concerning inter-related work schedules.

V. PRODUCTION REQUIREMENTS

A. Time is of the utmost importance of this project. The successful Proposer 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 the specifications in the RFP.

VI. LOCATION AND SITE(S)

A. All work is within City limits of the City of Norcross, Georgia.

B. The Vendor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in this RFP.

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

VII. NON-COLLUSION

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

VIII. MATERIALS

A. Unless otherwise specified in the Contract, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of the Work.

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

IX. CONTRACT REQUIREMENTS

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

A. Return to the City contract documents executed by the authorized representative attested by the corporate secretary treasurer.

B. Provide Insurance Certificates as specified in the RFP documents.

C. Failure to execute the Contract or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the RFP guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next most qualified Vendor, or the work may be re-advertised or constructed by City forces.

X. SCHEDULE

A. Schedule: The Vendor shall provide to the City a schedule of activities to the Human Resources Director at camille.washington@norcrossga.net. The schedule must be presented at least seven (7) days prior to work commencing.

APPENDIX A
RFP HR 26-06
QUESTIONNAIRE

All questions must be answered. Information given must be clear and comprehensive.

ABOUT THE FIRM

1. Name of Proposer
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. List previous relationships between employees, the firm, and members of the Mayor & Council or City of Norcross staff;

EXPERIENCE

1. Attach a list of 3-5 executive recruitments (City/County Manager or Administrator) completed in the last 3 years.
2. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
3. Have you ever failed to complete any work awarded to you, if so, where, and why?
4. Have you ever defaulted on a Contract, if so, where, and why?
5. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?
6. How long do you warrant a project?
7. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?

APPROACH

1. Detail the proposed schedule and project phases from recruitment profile development through recommendation of candidates.
2. Describe the proposed project personnel with job titles, responsibilities, and resumes attached.
3. Describe the firm's approaches for unsuccessful recruitments and premature dismissals for cause or resignation of the identified candidate.

APPENDIX B
RFP HR 26-06
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, Proposers 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: _____

APPENDIX B
RFP HR 26-06
REFERENCES

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 C
RFP HR 26-06
COST PROPOSAL FORM

This form must be submitted in a sealed envelope.

Project Name: _____

Firm Name: _____

Fixed Fee for Services: $_____

The flat fee for services includes the full completion of the requirements detailed in the project's Scope of Work. Please use the table below to detail itemized costs for the fixed fee. Attach a list of any *additional* estimated costs outside of the fixed fee.

ITEM DESCRIPTION	**COST**
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
FIXED FEE FOR SERVICES	**$**

APPENDIX C
RFP HR 26-06
COST PROPOSAL FORM

PROPOSER, 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 implementation of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to implement 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.

PROPOSER verifies that all information provided in response to this proposal package is truthful and accurate to the best of the Proposer's knowledge and belief.

This Proposal is submitted to the City of Norcross by:

Firm Name: _____

Authorized Representative: _____

Signature: _____

Firm Address: _____

APPENDIX D
RFP HR 26-06
NON-COLLUSION FORM

By signing below, I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand that bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.

In addition, the selected company will be required to comply with all existing State and Federal laws, including applicable equal opportunity employment provisions. The Contract between the company and the City shall be construed and governed in accordance with the law of the State of Georgia and the City of Norcross. The company, at its own expense, shall secure all occupational and professional licenses and permits necessary for the fulfillment of its obligations under this contract.

It shall be unethical for any City Employee or City Official to transact any business or participate directly or indirectly in a procurement contract when the City Employee or City Official knows; the City Employee or City Official or immediate family of such has a substantial interest pertaining to the procurement contract, except that the purchase of goods and services from businesses, which a member of the city council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.

Firm Name: _____

Authorized Representative: _____

Signature: _____

APPENDIX E
RFP HR 26-06
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 F

RFP HR 26-06

PROPOSAL 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 Proposal Package (*including completed appendices and all required forms*)

Proposal Package Components:

_____ Cover Letter

_____ Qualifications Questionnaire

_____ Work Samples

_____ Non-Collusion Form

_____ Cost Proposal Form (in Sealed Envelope)

_____ References Form ***or*** Letters of Reference

_____ Acknowledgement of Addenda Form

_____ 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 HR 26-06 – CITY MANAGER EXECUTIVE SEARCH SERVICES

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

AGENDA REPORT

To: Mayor and Council

From: Len Housley, Director of Public Works

Meeting Date: March 16, 2026 – Policy Work Session (PWS)

Item No.: 2026-101

Title: Contract Approval for Thrasher Park Lighting

CC: Eric Johnson, City Manager

Recommendation
Approve the contract for Thrasher Park Lighting Project.

Background
Staff met with the vendor on February 23, 2026, to review the scope of work and the previous cost estimate. At the March 2 Council meeting, it was approved to further refine the type of lights and potential color capability.

As a result of further analysis and discussion with the vendor, the OutdoorLights can only provide color options with outdoor Wi-FI or the installation of hard-wired cabling to internet access. Hardwire installation would be cost-prohibitive (usually done with new park construction) and would have to be done by a separate vendor. The Outdoor lights have been in business for 30 years and have extensive experience in lighting parks. They have not done any color lighting for the fixtures recommended for outdoor parks due to several reasons:

- Weak Signal and Dead Zones: Large, open spaces and tree-covered areas often create poor signal coverage.
- Network Overload: Too many users connecting simultaneously, especially in popular, densely packed areas, results in slow speeds. (if we allow public access)
- Environmental Obstructions: Physical barriers like trees and structures block signals.
- Interference: Excessive use of 2.4 GHz channels from many devices causes data collisions, leading to high error rates.
- Weather Vulnerability: Rain, humidity, and heat can damage outdoor equipment, leading to corrosion of connectors.
- Downlighting from trees almost always experience connectivity issues.

The OutdoorLights do not recommend a color option.

Following approval by Mayor & Council at the November regular meeting, city staff issued a Request for Proposals for Thrasher Park Lighting Enhancements (RFP PW 26-03). The scope

included general installation of lighting enhancements with special attention to the inclusion of string/bistro lighting for the amphitheater lawn. Submissions were due on Friday, February 6, 2026, at 12:00pm; however, the city did not receive any proposals. Interested firms cited reasons such as internal scheduling constraints and incompatibility between available services and the advertised scope of work.

Due to the lack of submissions in response to the RFP and in light of recent adopted changes to the city's Purchasing policy, city staff recommends proceeding with the quote for services and proposed enhancements provided by TheOutdoorLights, Inc in October 2025. Alternatively, city staff may re-issue the Request for Proposals, though, an increase in responses is not guaranteed. The project is currently unfunded.

Financial Impact
$36,345.76 ($24,060 for lighting throughout park + $12,285.76 for string lighting)

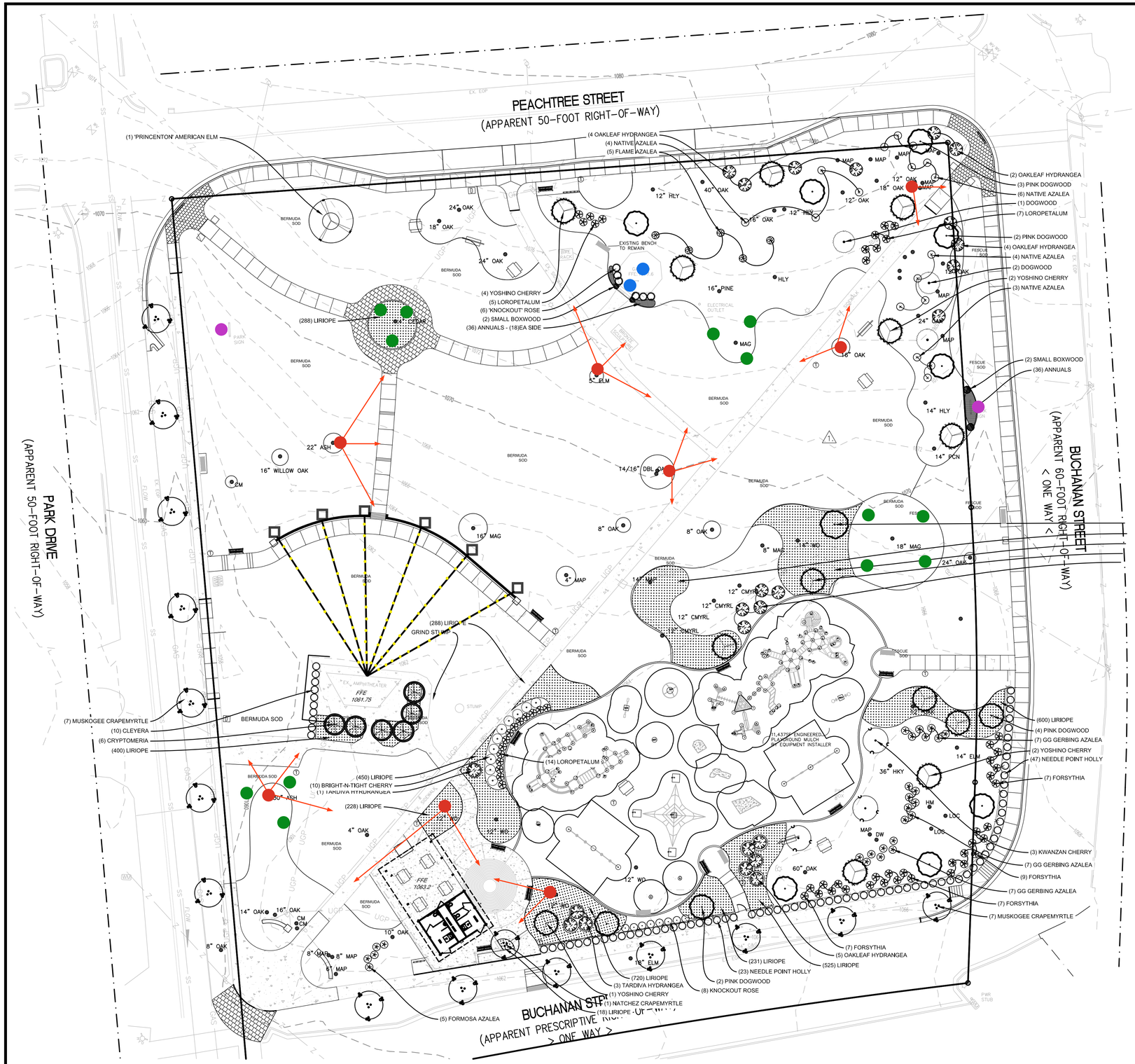
Consistent with the Comprehensive Plan? (If applicable, please select which goal applies.)

Goal 2, Policy 2-5: Provide pleasant, accessible public gathering places.
Goal 6, Policy 6-2: Maximize the use of existing facilities and services.

Attachments

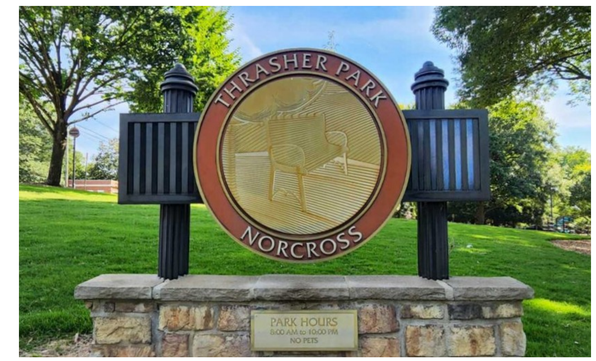
1. Lighting Concept Layout – TheOutdoorLights, Inc.
2. Contract-TheOutdoorLights, Inc.
3. Budget Amendment

Thrasher Park Lighting Proposal
TheOutdoorLights, Inc.



NORCROSS
a place to imagine

Thrasher Park Lighting Enhancements Concept Draft



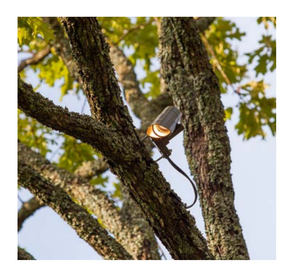
Proposed concept by

TheOutdoorLights

Sign wash light (2)

Flush well light (13)

Tree down light (20)



Structure down light (2)

Park Sign Lighting

Single wash lights located at Park Dr park sign and Buchanan St park sign

Amphitheater String Lighting

String lights over amphitheater lawn. Six 12’x1.5” black steel poles installed above retaining wall and 460’ of string lights, 230 bulbs, fanning over the lawn to the stage

Pavilion Willow Oak Lighting

Four down lights, two in each willow oak near pavilion for lighting paths, seating, and art mosaic

Buchanan St Entry Oak Lighting

Two down lights in oak near picnic table along Buchanan St entry path and two down lights in oak near Buchanan St entry for lighting paths

Magnolia Lighting

Three recessed well lights under Magnolia near gazebo and four recessed well lights under Magnolia off Buchanan St near playground

Gazebo Lighting

Two down lights inside gazebo for seating area and steps

Deodar Cedar Lighting

Three up lights around Deodar cedar

Service Drive Green Ash Lighting

Three down lights and three recessed well lights for green ash off Park Dr along service drive for lighting paths, drive, tree and picnic bench

Near Gazebo Chinese Elm Lighting

Three down lights for Chinese elm lighting paths and bronze frog sculpture near gazebo

Central Water Oak Lighting

Three down lights for central water oak for lighting paths

Path To Stage Green Ash Lighting

Three down lights in green ash lighting path and steps to stage

The Down

DN

The Well

W4

The Wash
BW4

TheOutdoorLights

The Copper Down

CDN

TheOutdoorLights, Inc.
3335A Hutchinson Road,
Cumming, GA 30040
770-844-1760 ER101991 LVG105193

Proposal

Proposal Date: 3/11/2026
Proposal #: 20270

Ship To:
93 Park Dr.
Norcross, GA 30071

Bill To:
City of Norcross
345 Lively Ave
Norcross, Ga 30071

TERMS 50% Down & 50% Upon

Qty	Description
	Lighting Project For: Thrasher Park 93 Park Dr. Norcross, GA 30071
	Proposal to install café lights over the amphitheater green space
460	Festive String Lights, with Medium Base Socket (no bulbs). Sold by the foot. lights to fan over the green space from the amphitheater. There will be six café poles behind the stone retaining wall the café lights will tie into
230	LED Festive Bulb Medium Base
2	12FT x 1.5in black steel custom festive light pole to secure cafe lighting
6	IHOOK 1/4 x 3
1	Weatherproof Switch
4	Concrete by the bag
1	Electrical Hook Up
	Project Total: $12,285.76
	If paying by Credit Card, please add 3% convenience fee.
	Our terms are Due Upon Completion of Project. Accounts paid after 30 days from invoice date will be subject to a 1.5% monthly finance charge until balance is paid in full.

Check Policy: For your convenience, if your check is dishonored or returned for any reason, we will electronically debit your account for the amount of the check plus a $30.00 processing fee.

Total

TheOutdoorLights, Inc.
3335A Hutchinson Road,
Cumming, GA 30040
770-844-1760 ER101991 LVG105193

Proposal

Proposal Date: 3/11/2026
Proposal #: 20270

Ship To:
93 Park Dr.
Norcross, GA 30071

Bill To:
City of Norcross
345 Lively Ave
Norcross, Ga 30071

TERMS	50% Down & 50% Upon

Qty	Description
	CONTRACTOR AGREEMENT This agreement made the11th day of March 2026 by and between The Outdoor Lights, Inc. & Mayor Craig Newton hereinafter called the Contractor and the Owner. Witnessed, that the Contractor and the Owner for the considerations named agree as follows: Contract Price The Owner shall pay the Contractor for the material and labor to be performed under the contract the sum of Twelve Thousand Two Hundred Eighty Five & 76 /100 Dollars ($12,285.76) subject to additions and deductions pursuant to authorized change orders. Contractor Work The Contractor shall furnish all of the materials and perform all work shown on Proposal #20270 as annexed hereto as it pertains to work to be performed on property at 93 Park Dr. Norcross, GA 30071. This is an estimate only and the price is subject to change if our crew encounters any unforeseen conditions which could not be reasonably anticipated ahead of time. Progress Payments The contract price shall be paid in the manner following, 50% down and the remaining 50% upon completion of project. Accounts paid after 30 days from invoice date will be subject to a 1.5% monthly finance charge. By: Chris Wakefield, President — By:_____ Contractor — Owner IMPORTANT NOTE: We are happy to request a utility locate which will indicate if there are underground utilities on your property to ensure we do not disturb them during the installation process. These include lines from the power, cable TV, gas and phone companies. This usually requires a minimum of 72 hours to complete, however, there is no cost to you. TheOutdoorLights, Inc. is not responsible for accidental damage to any other below ground utilities such as invisible fences, irrigation, water, or sewer lines. It should be noted that the cable sites will be marked with orange paint which may take time to fade completely. Would you like us to make the call to schedule a utility locate for you at this time? ___Yes or ___ No. Warranty of low voltage lighting is for one year on parts, and one year labor. After one year, we charge labor and support manufacture warranties. Warranty is lifetime on Up Light fixtures and Transformers. Warranties on other fixtures are 5 to 10 years, per manufacture warranty. Warranties will not be honored if damaged by an act of nature, lightning, flood, tornado, etc. They are also not covered if we did not install the fixture. We don't warranty other companies work. Warranty for high voltage system is for one year on labor, workmanship, fixtures, ballast, timers, and bulbs. If payment is not received in full according to contract terms the customer will agree to pay 1.5% interest per month until the open balance is collected. If The Outdoor Lights, Inc. has to pursue legal action to collect payment the customer will be required to cover all lawyer fees, court cost or other cost incurred during collection process. Pricing represented in this proposal is valid for 30 days from the proposal date only. If you have questions regarding this proposal contact Victor Porter at 678.780.9030

Check Policy: For your convenience, if your check is dishonored or returned for any reason, we will electronically debit your account for the amount of the check plus a $30.00 processing fee.

Total **$12,285.76**

TheOutdoorLights, Inc.
3335A Hutchinson Road,
Cumming, GA 30040
770-844-1760 ER101991 LVG105193

Proposal

Proposal Date: 3/11/2026
Proposal #: 20267

Ship To:
93 Park Dr.
Norcross, GA 30071

Bill To:
City of Norcross
345 Lively Ave
Norcross, Ga 30071

TERMS 50% Down & 50% Upon

Qty	Description
	Lighting Project For: Thrasher Park 93 Park Dr. Norcross, GA 30071
	Lighting to illuminate walkways and tree canopies throughout the park
10	Well Light - Aged Brass (Shield) with LED 7 Watt MR16 3000K 60 deg bulb bulb to accent mature tree canopies throughout the park and create depth of the space.
2	Wash Light, Aged with 5 watt LED, 3000K 120 deg bulb to accent Park signs.
3	Well Light - Aged Brass (Shield) with LED 7 Watt MR16 3000K 60 deg bulb to accent the Cedar tree located in the island at the walkway close to the Amphitheater
2	Copper Down Light w/ Straight Shield, LED 4Watt MR16 3000K 60degree bulb with surface mount to mount inside the Gazebo to illuminate the seating area and steps leading to the Gazebo.
20	Down Light with Angled Shield, LED 7watt 3000K 60 Deg Bulb to illuminate the walkways in wooded areas that are not illuminated by the street lamps
3	300 Watt Stainless Steel Transformer
3	Timer Astronomical
1	Electrical Hook Up
	Project Total: $24,060.00
	If paying by Credit Card, please add 3% convenience fee.
	Our terms are Due Upon Completion of Project. Accounts paid after 30 days from invoice date will be subject to a 1.5% monthly finance charge until balance is paid in full.

Check Policy: For your convenience, if your check is dishonored or returned for any reason, we will electronically debit your account for the amount of the check plus a $30.00 processing fee.

Total

TheOutdoorLights, Inc.
3335A Hutchinson Road,
Cumming, GA 30040
770-844-1760 ER101991 LVG105193

Proposal

Proposal Date: 3/11/2026
Proposal #: 20267

Ship To:
93 Park Dr.
Norcross, GA 30071

Bill To:
City of Norcross
345 Lively Ave
Norcross, Ga 30071

TERMS	50% Down & 50% Upon

Qty	Description
	CONTRACTOR AGREEMENT This agreement made the 11th day of March 2026 by and between The Outdoor Lights, Inc. & Mayor Craig Newton hereinafter called the Contractor and the Owner. Witnessed, that the Contractor and the Owner for the considerations named agree as follows: Contract Price The Owner shall pay the Contractor for the material and labor to be performed under the contract the sum of Twenty Four Thousand Sixty & 00 /100 Dollars ($24,060.00) subject to additions and deductions pursuant to authorized change orders. Contractor Work The Contractor shall furnish all of the materials and perform all work shown on Proposal #20267 as annexed hereto as it pertains to work to be performed on property at 93 Park Dr. Norcross, GA 30071. This is an estimate only and the price is subject to change if our crew encounters any unforeseen conditions which could not be reasonably anticipated ahead of time. Progress Payments The contract price shall be paid in the manner following, 50% down and the remaining 50% upon completion of project. Accounts paid after 30 days from invoice date will be subject to a 1.5% monthly finance charge. By: Chris Wakefield, President By:_____ Contractor Owner IMPORTANT NOTE: We are happy to request a utility locate which will indicate if there are underground utilities on your property to ensure we do not disturb them during the installation process. These include lines from the power, cable TV, gas and phone companies. This usually requires a minimum of 72 hours to complete, however, there is no cost to you. TheOutdoorLights, Inc. is not responsible for accidental damage to any other below ground utilities such as invisible fences, irrigation, water, or sewer lines. It should be noted that the cable sites will be marked with orange paint which may take time to fade completely. Would you like us to make the call to schedule a utility locate for you at this time? ___Yes or ___ No. Warranty of low voltage lighting is for one year on parts, and one year labor. After one year, we charge labor and support manufacture warranties. Warranty is lifetime on Up Light fixtures and Transformers. Warranties on other fixtures are 5 to 10 years, per manufacture warranty. Warranties will not be honored if damaged by an act of nature, lightning, flood, tornado, etc. They are also not covered if we did not install the fixture. We don't warranty other companies work. Warranty for high voltage system is for one year on labor, workmanship, fixtures, ballast, timers, and bulbs. If payment is not received in full according to contract terms the customer will agree to pay 1.5% interest per month until the open balance is collected. If The Outdoor Lights, Inc. has to pursue legal action to collect payment the customer will be required to cover all lawyer fees, court cost or other cost incurred during collection process. Pricing represented in this proposal is valid for 30 days from the proposal date only. If you have questions regarding this proposal contact Victor Porter at 678.780.9030

Check Policy: For your convenience, if your check is dishonored or returned for any reason, we will electronically debit your account for the amount of the check plus a $30.00 processing fee.

Total **$24,060.00**

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

AGENDA REPORT

To: Mayor and Council

From: Len Housley, Director of Public Works

Meeting Date: March 16, 2026 – Policy Work Session (PWS)

Item No.: 2026-103

Title: Construction Budget for Expanded Downtown Parking Project

CC: Eric Johnson, City Manager

Recommendation
Approve a Construction Budget and Amendment for the Expanded Downtown Parking future project.

Background
On March 2, Council approved a contract and budget for Columbia Engineering to complete 100% Construction Plans for the Expanded Downtown Parking Project.

A budget and amendment for construction needs to be identified and approved prior to submitting an RFP for this project.

Provided in the attachments are engineering cost estimates based on design, materials, and labor. There is a base option, an option 1 for additional pervious pavers and option 2 for pervious pavers throughout the project.

There is an IGA and a Parking Easement Agreement between the City and the DDA to allow for construction on the Wingo properties.

Columbia Engineering and Staff will provide 100% design status at the April PWS.

Financial Impact
- Base Option: $2,604,553 w/10% Contingency
- Option 1 with additional pervious pavers: $2,659,151 w/10% Contingency
- Option 2 with pervious pavers throughout: $2,841,355 w10% Contingency

Consistent with the Comprehensive Plan? (If applicable, please select which goal applies.)
Goal 2, Policy 2-5: Provide pleasant, accessible public gathering places.

Goal 3, Policy 3-5: Encourage parking to be located behind and to the side of buildings.
Goal 6, Policy 6-2: Maximize the use of existing facilities and services.

Attachments

- 1- Base Option: $2,604,553 w/10% Contingency
- 2- Option 1 with additional pervious pavers: $2,659,151 w/10% Contingency
- 3- Option 2 with pervious pavers throughout: $2,841,355 w10% Contingency
- 4- Budget Amendment
- 5- Project Schedule
- 6- Budget Amendment 03162026-2

Norcross downtown parking improvements

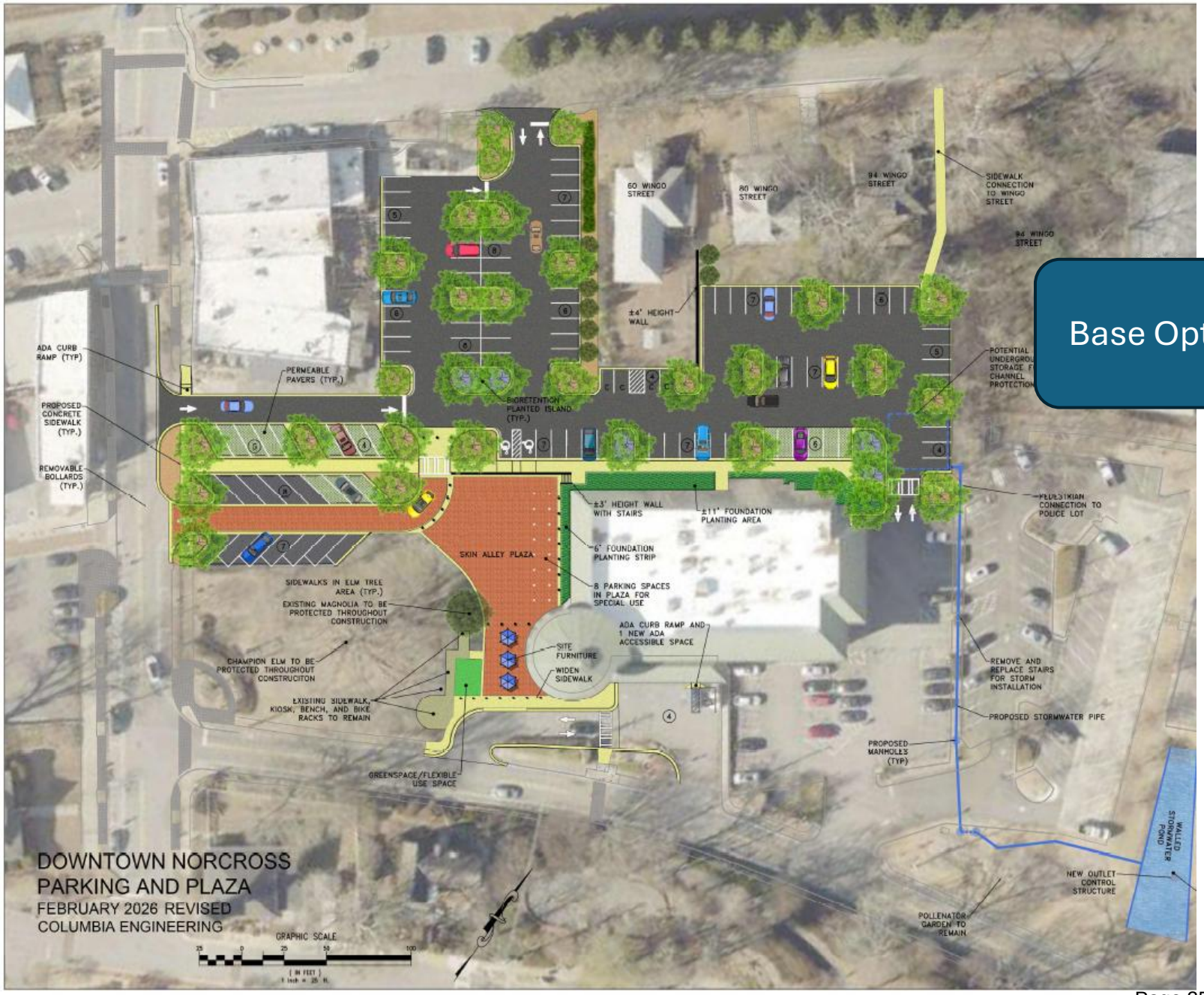
Bid Estimate Base - 60 percent plans 3/10/26

Line #	Specification	Description	Quantity	Unit	Unit Cost	Total
Civil General Site Items						
1	0	General Requirements and Mobilization	1	LS	$ 150,000.00	$ 150,000.00
2	0	Traffic Control	1	LS	$ 20,000.00	$ 20,000.00
3	0	Demolition and removal- Concrete	1153	SY	$ 15.00	$ 17,295.00
4	0	Demolition and removal- Asphalt	2,694	SY	$ 12.00	$ 32,328.00
5	0	Demolition and removal - Curb and Gutter	1915	LF	$ 12.00	$ 22,980.00
6	0	Demolition and removal - storm pipe	466	LF	$ 50.00	$ 23,300.00
7	0	Demolition and removal - storm structures	12	EA	$ 3,000.00	$ 36,000.00
8	0	Demolition and salvage - site amenities	1	LS	$ 25,000.00	$ 25,000.00
9	0	Clearing	2.12	AC	$ 15,000.00	$ 31,800.00
6	0	Earthwork	1137	CY	$ 25.00	$ 28,425.00
9	0	Haul in	646	CY	$ 75.00	$ 48,450.00
10	0	Haul off	0	CY	$ -	$ -
7	0	Temporary Construction Fence	276	LF	$ 20.00	$ 5,520.00
8	0	Temporary Sediment trap w outlet protection	16	EA	$ 300.00	$ 4,800.00
8	0	Tree Protection Fence	950	LF	$ 5.00	$ 4,750.00
9	0	Silt Fence (per single row)	1139	LF	$ 5.00	$ 5,695.00
10	0	Construction Exit	1	EA	$ 2,500.00	$ 2,500.00
11	0	Temporary Grassing,Mulching, Dust Control (DS1/DS2/Du)	1.68	AC	$ 1,500.00	$ 2,520.00
12	0	Stone Outlet protection	1	EA	$ 2,000.00	$ 2,000.00
13	0	Inlet Protection	23	EA	$ 300.00	$ 6,900.00
Site Work						
Hardscape Items						
14	0	CIP Concrete Retaining Wall (< 6 ' ht)	957	SF	$ 100.00	$ 95,700.00
15	0	Concrete Stairs - 12" tread & 6" riser	35	SF	$ 150.00	$ 5,250.00
16	0	Steel pipe handrails	13	LF	$ 100.00	$ 1,300.00
17	0	side mount railing on wall	107	LF	$ 75.00	$ 8,025.00
Site Amenities						
18	0	Project sign (temporary sign w project information)	1	LS	$ 2,000.00	$ 2,000.00
19	0	removable bollards	28	EA	$ 3,000.00	$ 84,000.00
20	0	concrete wheelstops	37	EA	$ 250.00	$ 9,250.00
21	0	ADA parking signage	3	EA	$ 2,000.00	$ 6,000.00
22	0	Seating with shade canopies	3	EA	$ 10,000.00	$ 30,000.00
Landscape						
23	0	Automated, in-ground irrigation system	1	EA	$ 100,000.00	$ 100,000.00
24	0	Replacement trees (4" and 3" cal)	53	EA	$ 1,500.00	$ 79,500.00
25	0	Shrubs (3 Gal or ht based per plans)	208	EA	$ 65.00	$ 13,520.00
26	0	Ornamental Grasses/Perennials (1 Gal.)	326	EA	$ 20.00	$ 6,520.00
27	0	Sod Installed	18000	SF	$ 1.40	$ 25,200.00
28	0	Bioretention media mix	230	CY	$ 85.00	$ 19,550.00
Stormwater						
29	0	18" RCP pipe	713	LF	$ 100.00	$ 71,300.00
30	0	12" drain inlet	3	EA	$ 750.00	$ 2,250.00
31	0	Stormwater manhole/ catch basin	5	EA	$ 8,000.00	$ 40,000.00
32	0	Stormwater drop inlet	6	EA	$ 5,000.00	$ 30,000.00
33		Underground detention	5500	CF	$ 20.00	$ 110,000.00
34		Stormwater pond retaining walls	1110	SF	$ 100.00	$ 111,000.00
35	0	8" perforated PVC underdrain + cleanouts	125	LF	$ 75.00	$ 9,375.00

Line #	Specification	Description	Quantity	Unit	Unit Cost	TOTAL
Roadway						
Paving & Pavement Marking						
36	0	Asphalt Paving - Roadway	3980	SY	$ 80.00	$ 318,400.00
37	0	Pavement Marking, Wheelstops, Signs	1	LS	$ 7,500.00	$ 7,500.00
Concrete Paving/Curb						
38	0	24" Concrete Curb and Gutter	2639	LF	$ 30.00	$ 79,170.00
39	0	ADA curb ramps	801	SF	$ 50.00	$ 40,050.00
39	0	Driveable concrete paving and ribbon curbing	224	SY	$ 65.00	$ 14,560.00
40	0	4" Sidewalk	3939	SF	$ 8.00	$ 31,512.00
Specialized Paving						
41	0	Driveable Brick pavers	9052	SF	$ 25.00	$ 226,300.00
42	0	Permeable pavers	3018	SF	$ 25.00	$ 75,450.00
43	0	Bioretention island curbing additional depth	225	LF	$ 30.00	$ 6,750.00
Electrical						
Appurtenances						
44	0	Relocated power pole	4	EA	$ 5,000.00	$ 20,000.00
45	0	New Pedestrian street poles	21	EA	$ 10,000.00	$ 210,000.00
46	0	2" PVC power conduits	404	LF	$ 20.00	$ 8,080.00

SUBTOTAL	**$ 2,367,775**
10% Contingency	**$ 236,778**

TOTAL	**$ 2,604,553**


Base Option
DOWNTOWN NORCROSS
PARKING AND PLAZA
FEBRUARY 2026 REVISED
COLUMBIA ENGINEERING
GRAPHIC SCALE
ADA CURB RAMP (TYP)
PERMEABLE PAVERS (TYP.)
PROPOSED CONCRETE SIDEWALK (TYP.)
REMOVABLE BOLLARDS (TYP.)
BIORETENTION PLANTED ISLAND (TYP.)
60 WINGO STREET
80 WINGO STREET
94 WINGO STREET
SIDEWALK CONNECTION TO WINGO STREET
94 WINGO STREET
±4' HEIGHT WALL
POTENTIAL UNDERGROUND STORAGE FOR CHANNEL PROTECTION
PEDESTRIAN CONNECTION TO POLICE LOT
±3' HEIGHT WALL WITH STAIRS
±11' FOUNDATION PLANTING AREA
6' FOUNDATION PLANTING STRIP
SKIN ALLEY PLAZA
8 PARKING SPACES IN PLAZA FOR SPECIAL USE
SIDEWALKS IN ELM TREE AREA (TYP.)
EXISTING MAGNOLIA TO BE PROTECTED THROUGHOUT CONSTRUCTION
ADA CURB RAMP AND 1 NEW ADA ACCESSIBLE SPACE
SITE FURNITURE
WIDEN SIDEWALK
CHAMPION ELM TO BE PROTECTED THROUGHOUT CONSTRUCITON
EXISTING SIDEWALK, KIOSK, BENCH, AND BIKE RACKS TO REMAIN
REMOVE AND REPLACE STAIRS FOR STORM INSTALLATION
PROPOSED STORMWATER PIPE
PROPOSED MANHOLES (TYP)
GREENSPACE/FLEXIBLE USE SPACE
WALLED STORMWATER POND
NEW OUTLET CONTROL STRUCTURE
POLLENATOR GARDEN TO REMAIN

Norcross downtown parking improvements

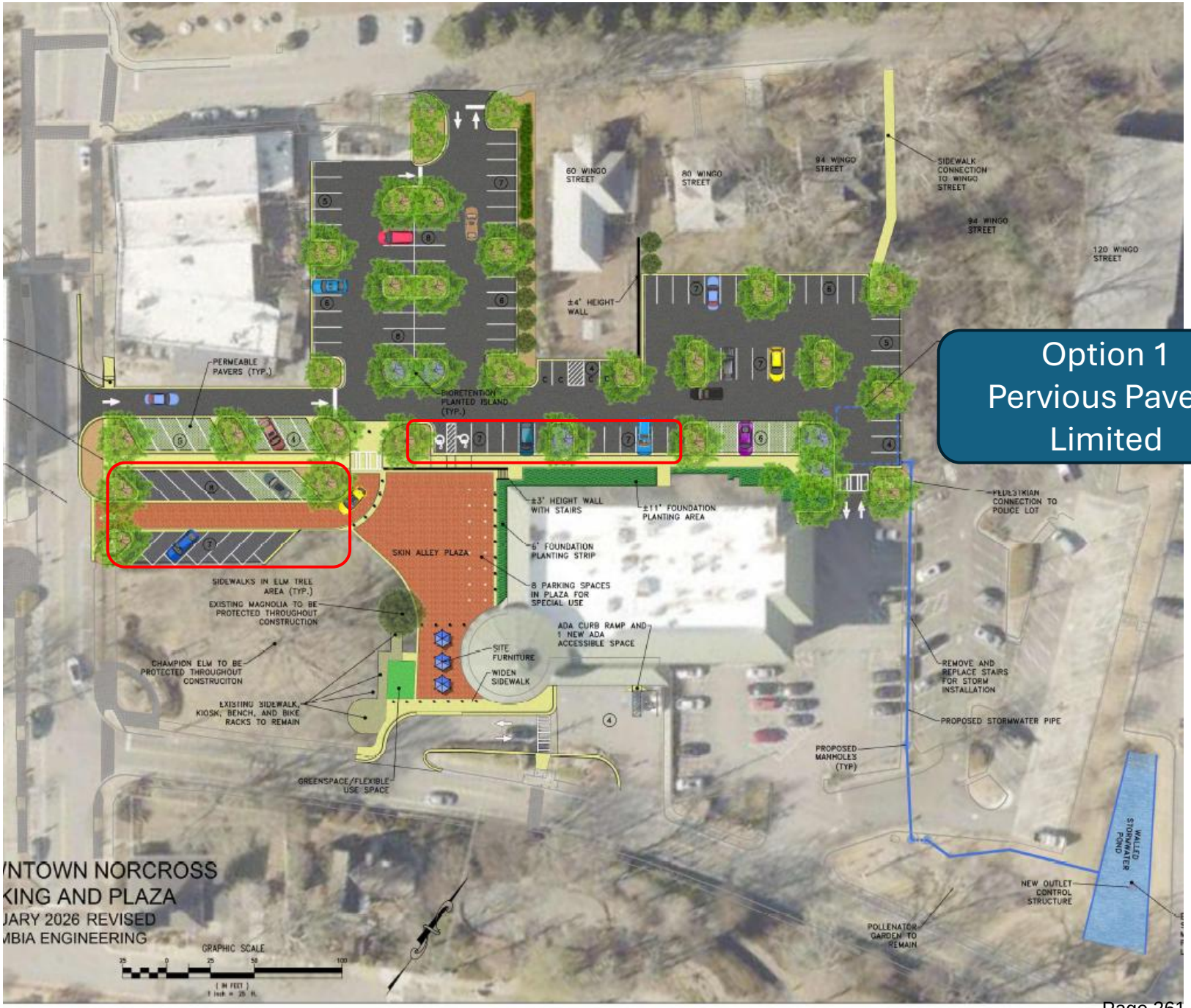
Bid Estimate Base - 60 percent plans 3/11/26 - add permeable pavers

Line #	Specification	Description	Quantity	Unit	Unit Cost	Total
Civil General Site Items						
1	0	General Requirements and Mobilization	1	LS	$ 150,000.00	$ 150,000.00
2	0	Traffic Control	1	LS	$ 20,000.00	$ 20,000.00
3	0	Demolition and removal- Concrete	1153	SY	$ 15.00	$ 17,295.00
4	0	Demolition and removal- Asphalt	2,694	SY	$ 12.00	$ 32,328.00
5	0	Demolition and removal - Curb and Gutter	1915	LF	$ 12.00	$ 22,980.00
6	0	Demolition and removal - storm pipe	466	LF	$ 50.00	$ 23,300.00
7	0	Demolition and removal - storm structures	12	EA	$ 3,000.00	$ 36,000.00
8	0	Demolition and salvage - site amenities	1	LS	$ 25,000.00	$ 25,000.00
9	0	Clearing	2.12	AC	$ 15,000.00	$ 31,800.00
6	0	Earthwork	1137	CY	$ 25.00	$ 28,425.00
9	0	Haul in	646	CY	$ 75.00	$ 48,450.00
10	0	Haul off	0	CY	$ -	$ -
7	0	Temporary Construction Fence	276	LF	$ 20.00	$ 5,520.00
8	0	Temporary Sediment trap w outlet protection	16	EA	$ 300.00	$ 4,800.00
8	0	Tree Protection Fence	950	LF	$ 5.00	$ 4,750.00
9	0	Silt Fence (per single row)	1139	LF	$ 5.00	$ 5,695.00
10	0	Construction Exit	1	EA	$ 2,500.00	$ 2,500.00
11	0	Temporary Grassing,Mulching, Dust Control (DS1/DS2/Du)	1.68	AC	$ 1,500.00	$ 2,520.00
12	0	Stone Outlet protection	1	EA	$ 2,000.00	$ 2,000.00
13	0	Inlet Protection	23	EA	$ 300.00	$ 6,900.00
Site Work						
Hardscape Items						
14	0	CIP Concrete Retaining Wall (< 6 ' ht)	957	SF	$ 100.00	$ 95,700.00
15	0	Concrete Stairs - 12" tread & 6" riser	35	SF	$ 150.00	$ 5,250.00
16	0	Steel pipe handrails	13	LF	$ 100.00	$ 1,300.00
17	0	side mount railing on wall	107	LF	$ 75.00	$ 8,025.00
Site Amenities						
18	0	Project sign (temporary sign w project information)	1	LS	$ 2,000.00	$ 2,000.00
19	0	removable bollards	28	EA	$ 3,000.00	$ 84,000.00
20	0	concrete wheelstops	37	EA	$ 250.00	$ 9,250.00
21	0	ADA parking signage	3	EA	$ 2,000.00	$ 6,000.00
22	0	Seating with shade canopies	3	EA	$ 10,000.00	$ 30,000.00
Landscape						
23	0	Automated, in-ground irrigation system	1	EA	$ 100,000.00	$ 100,000.00
24	0	Replacement trees (4" and 3" cal)	53	EA	$ 1,500.00	$ 79,500.00
25	0	Shrubs (3 Gal or ht based per plans)	208	EA	$ 65.00	$ 13,520.00
26	0	Ornamental Grasses/Perennials (1 Gal.)	326	EA	$ 20.00	$ 6,520.00
27	0	Sod Installed	18000	SF	$ 1.40	$ 25,200.00
28	0	Bioretention media mix	230	CY	$ 85.00	$ 19,550.00
Stormwater						
29	0	18" RCP pipe	713	LF	$ 100.00	$ 71,300.00
30	0	12" drain inlet	3	EA	$ 750.00	$ 2,250.00
31	0	Stormwater manhole/ catch basin	5	EA	$ 8,000.00	$ 40,000.00
32	0	Stormwater drop inlet	6	EA	$ 5,000.00	$ 30,000.00
33		Underground detention	5500	CF	$ 20.00	$ 110,000.00
34		Stormwater pond retaining walls	1110	SF	$ 100.00	$ 111,000.00
35	0	8" perforated PVC underdrain + cleanouts	125	LF	$ 75.00	$ 9,375.00

Line #	Specification	Description	Quantity	Unit	Unit Cost	TOTAL
Roadway						
Paving & Pavement Marking						
36	0	Asphalt Paving - Roadway	3637	SY	$ 80.00	$ 290,960.00
37	0	Pavement Marking, Wheelstops, Signs	1	LS	$ 7,500.00	$ 7,500.00
Concrete Paving/Curb						
38	0	24" Concrete Curb and Gutter	2639	LF	$ 30.00	$ 79,170.00
39	0	ADA curb ramps	801	SF	$ 50.00	$ 40,050.00
39	0	Driveable concrete paving and ribbon curbing	224	SY	$ 65.00	$ 14,560.00
40	0	4" Sidewalk	3939	SF	$ 8.00	$ 31,512.00
Specialized Paving						
41	0	Driveable Brick pavers	9052	SF	$ 25.00	$ 226,300.00
42	0	Permeable pavers	6101	SF	$ 25.00	$ 152,525.00
43	0	Bioretention island curbing additional depth	225	LF	$ 30.00	$ 6,750.00
Electrical						
Appurtenances						
44	0	Relocated power pole	4	EA	$ 5,000.00	$ 20,000.00
45	0	New Pedestrian street poles	21	EA	$ 10,000.00	$ 210,000.00
46	0	2" PVC power conduits	404	LF	$ 20.00	$ 8,080.00

SUBTOTAL	**$ 2,417,410**
10% Contingency	**$ 241,741**

TOTAL	**$ 2,659,151**



Option 1
Pervious Pavers
Limited

Norcross downtown parking improvements

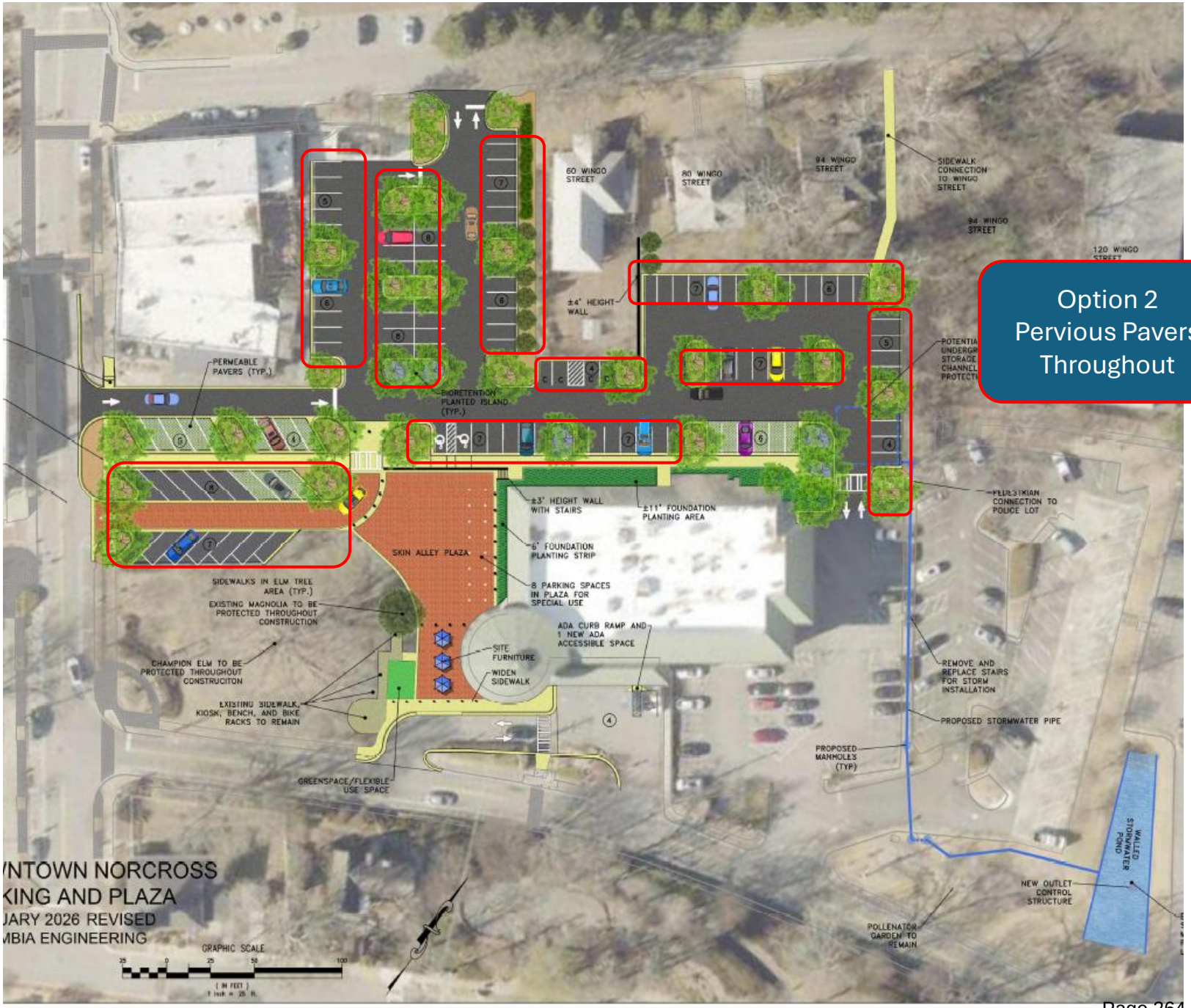
Bid Estimate Base - 60 percent plans 3/11/26 - paver option 2

Line #	Specification	Description	Quantity	Unit	Unit Cost	Total
Civil General Site Items						
1	0	General Requirements and Mobilization	1	LS	$ 150,000.00	$ 150,000.00
2	0	Traffic Control	1	LS	$ 20,000.00	$ 20,000.00
3	0	Demolition and removal- Concrete	1153	SY	$ 15.00	$ 17,295.00
4	0	Demolition and removal- Asphalt	2,694	SY	$ 12.00	$ 32,328.00
5	0	Demolition and removal - Curb and Gutter	1915	LF	$ 12.00	$ 22,980.00
6	0	Demolition and removal - storm pipe	466	LF	$ 50.00	$ 23,300.00
7	0	Demolition and removal - storm structures	12	EA	$ 3,000.00	$ 36,000.00
8	0	Demolition and salvage - site amenities	1	LS	$ 25,000.00	$ 25,000.00
9	0	Clearing	2.12	AC	$ 15,000.00	$ 31,800.00
6	0	Earthwork	1137	CY	$ 25.00	$ 28,425.00
9	0	Haul in	646	CY	$ 75.00	$ 48,450.00
10	0	Haul off	0	CY	$ -	$ -
7	0	Temporary Construction Fence	276	LF	$ 20.00	$ 5,520.00
8	0	Temporary Sediment trap w outlet protection	16	EA	$ 300.00	$ 4,800.00
8	0	Tree Protection Fence	950	LF	$ 5.00	$ 4,750.00
9	0	Silt Fence (per single row)	1139	LF	$ 5.00	$ 5,695.00
10	0	Construction Exit	1	EA	$ 2,500.00	$ 2,500.00
11	0	Temporary Grassing,Mulching, Dust Control (DS1/DS2/Du)	1.68	AC	$ 1,500.00	$ 2,520.00
12	0	Stone Outlet protection	1	EA	$ 2,000.00	$ 2,000.00
13	0	Inlet Protection	23	EA	$ 300.00	$ 6,900.00
Site Work						
Hardscape Items						
14	0	CIP Concrete Retaining Wall (< 6 ' ht)	957	SF	$ 100.00	$ 95,700.00
15	0	Concrete Stairs - 12" tread & 6" riser	35	SF	$ 150.00	$ 5,250.00
16	0	Steel pipe handrails	13	LF	$ 100.00	$ 1,300.00
17	0	side mount railing on wall	107	LF	$ 75.00	$ 8,025.00
Site Amenities						
18	0	Project sign (temporary sign w project information)	1	LS	$ 2,000.00	$ 2,000.00
19	0	removable bollards	28	EA	$ 3,000.00	$ 84,000.00
20	0	concrete wheelstops	37	EA	$ 250.00	$ 9,250.00
21	0	ADA parking signage	3	EA	$ 2,000.00	$ 6,000.00
22	0	Seating with shade canopies	3	EA	$ 10,000.00	$ 30,000.00
Landscape						
23	0	Automated, in-ground irrigation system	1	EA	$ 100,000.00	$ 100,000.00
24	0	Replacement trees (4" and 3" cal)	53	EA	$ 1,500.00	$ 79,500.00
25	0	Shrubs (3 Gal or ht based per plans)	208	EA	$ 65.00	$ 13,520.00
26	0	Ornamental Grasses/Perennials (1 Gal.)	326	EA	$ 20.00	$ 6,520.00
27	0	Sod Installed	18000	SF	$ 1.40	$ 25,200.00
28	0	Bioretention media mix	230	CY	$ 85.00	$ 19,550.00
Stormwater						
29	0	18" RCP pipe	713	LF	$ 100.00	$ 71,300.00
30	0	12" drain inlet	3	EA	$ 750.00	$ 2,250.00
31	0	Stormwater manhole/ catch basin	5	EA	$ 8,000.00	$ 40,000.00
32	0	Stormwater drop inlet	6	EA	$ 5,000.00	$ 30,000.00
33		Underground detention	5500	CF	$ 20.00	$ 110,000.00
34		Stormwater pond retaining walls	1110	SF	$ 100.00	$ 111,000.00
35	0	8" perforated PVC underdrain + cleanouts	125	LF	$ 75.00	$ 9,375.00

Line #	Specification	Description	Quantity	Unit	Unit Cost	TOTAL
Roadway						
Paving & Pavement Marking						
36	0	Asphalt Paving - Roadway	2495	SY	$ 80.00	$ 199,600.00
37	0	Pavement Marking, Wheelstops, Signs	1	LS	$ 7,500.00	$ 7,500.00
Concrete Paving/Curb						
38	0	24" Concrete Curb and Gutter	2639	LF	$ 30.00	$ 79,170.00
39	0	ADA curb ramps	801	SF	$ 50.00	$ 40,050.00
39	0	Driveable concrete paving and ribbon curbing	224	SY	$ 65.00	$ 14,560.00
40	0	4" Sidewalk	3939	SF	$ 8.00	$ 31,512.00
Specialized Paving						
41	0	Driveable Brick pavers	9052	SF	$ 25.00	$ 226,300.00
42	0	Permeable pavers	16381	SF	$ 25.00	$ 409,525.00
43	0	Bioretention island curbing additional depth	225	LF	$ 30.00	$ 6,750.00
Electrical						
Appurtenances						
44	0	Relocated power pole	4	EA	$ 5,000.00	$ 20,000.00
45	0	New Pedestrian street poles	21	EA	$ 10,000.00	$ 210,000.00
46	0	2" PVC power conduits	404	LF	$ 20.00	$ 8,080.00

SUBTOTAL	**$ 2,583,050**
10% Contingency	**$ 258,305**

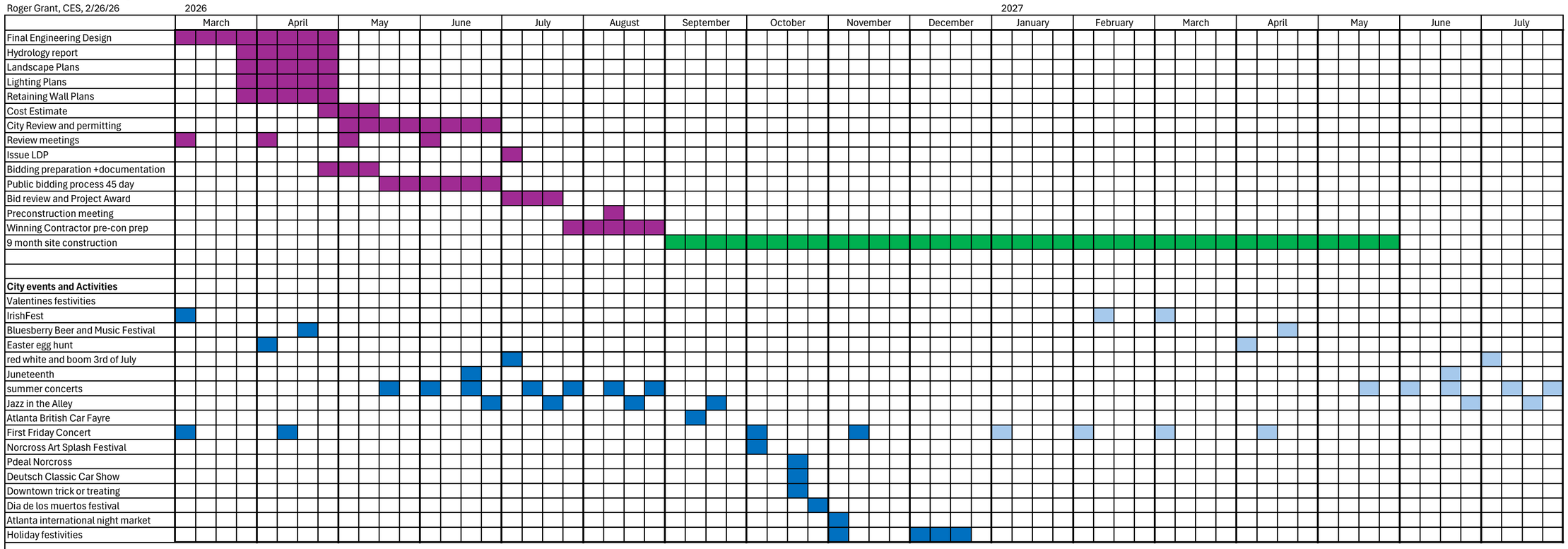
TOTAL	**$ 2,841,355**



Option 2
Pervious Pavers
Throughout

Downtown Norcross parking - Preliminary Project Schedule

Roger Grant, CES, 2/26/26



design and pre-construction activities

construction activities

approximate event schedules based on 2026 calendar

projected event schedule based on 2026 calendar

Finance Department Budget Adjustment Entry

Purpose:	Budget Amendment - Construction Budget for Expanded Downtown Parking Project
Item Number:	03162026-2
Effective Date:	4/6/2026

Description	Account Number	Increase/Debit	Decrease/Credit
Capital Projects - Property	310-5.4100.541000	2,841,355	
Transfer in - From General Fund	310-391113		2,841,355
Transfer to - Capital Projects Fund	100-5.1000.612310	2,841,355	
Budgeted Fund Balance	100-389500		2,841,355
	Totals	5,682,710	5,682,710

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

AGENDA REPORT

To: Mayor and Council

From: Councilmember Matt Myers

Meeting Date: March 16, 2026 – Policy Work Session (PWS)

Item No.: 2026-102

Title: Request for Audio-Visual Equipment Upgrades to Council Meeting Spaces

CC: Eric Johnson, City Manager

Recommendation

Authorize City staff to identify potential upgrades to the audio-visual (AV) systems in the Council Chambers/Municipal Courtroom, City Hall Conference Room, and City Hall Community Room, and bring back recommendations for improvements and funding.

Background - The current AV equipment in these spaces is outdated -- no longer reliably supporting meetings, presentations, hybrid participation, or recordings. Upgrading the systems will improve sound quality, visual clarity, meeting efficiency, and overall public engagement – particularly if coupled with software platforms currently used or available for meeting management. Soft savings will result from staff efficiencies of a more integrated system of hardware and software.

Financial Impact – To be determined from researching options for upgrades and integration.

Consistent with Comprehensive Plan? Furthers the City's Tradition of Strong Leadership and High Level of Quality Services:

- Policy 6-2: Maximize the use of existing facilities and services.
- Policy 6-5: Regularly coordinate with adjacent local governments to ensure residents, property owners, and business owners are receiving top tier public services

Attachments None.

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

AGENDA REPORT

To: Mayor and Council

From: Councilmember Bruce Gaynor

Meeting Date: March 16, 2026 – Policy Work Session (PWS)

Item No.: 2026-106

Title: Discussion of Use of Historic Norcross Library

CC: Eric Johnson, City Manager

Recommendation

Discuss options for use of the historic Norcross Library with particular focus on using the accessible downstairs area for a variety of community groups.

Background – The City has made repairs since it acquired the historic Norcross Library on N. Peachtree Street to facilitate use. The location near Thrasher Park and limited nearby parking provide both opportunities and challenges for how the facility may best be used. Scheduling, maintenance/setup, and securing the facility are factors in considering how best to use the facility. Potential opportunities include:

- Organized card playing,
- Group crafts activities,
- Scout meetings, and
- Book clubs

One consideration would be whether to reserve usage for groups that do not generate revenue through the use of the facility (unless they rent the facility). While the upstairs may be best reserved for a single/exclusive use that requires access to a downstairs restroom, the downstairs offers an opportunity for uses that do not require dedicated permanent space, equipment, or on-site storage.

Financial Impact – Usage will Increase operation and maintenance costs, but they are not expected to be significant. Scheduling could be coordinated through Community Center staff while operation and maintenance costs would be coordinated through Public Works. These would be factored into the FY 27 budget and likely absorbed in the near term.

Consistent with Comprehensive Plan? Furthers the City's Tradition of Strong Leadership and High Level of Quality Services:

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

Attachments None.

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

AGENDA REPORT

To: Mayor and Council

From: Mayor Pro Tem Gaynor
Councilmember Myers

Meeting Date: March 16, 2026 – Policy Work Session (PWS)

Item No.: 2026-71

Title: Ethics Ordinance Revision

CC: Eric Johnson, City Manager

Recommendation

Adopt the attached model ethics ordinance and resolution to update the existing ordinance to the model ordinance published by the Georgia Municipal Association.

Background

The city adopted its Code of Ethics in 2019. That Code was adopted from the GMA model code as it existed at that time. Maintaining this code is a component of the City's status as a City of Ethics, a designation by GMA. Since adopting this Code of Ethics, GMA has revised its model ordinance. The city has not adopted this revised ordinance.

The revisions contemplated here provide greater detail on the expectations and ethical requirements for public officials and employees. The revisions continue to use an appointed attorney to investigate the complaint. These revisions deviate from the GMA model but are consistent with other jurisdictions' codes.

The attached resolution is a model resolution and, likewise, is a component of the City's designation as a City of Ethics.

Financial Impact

None.

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

1. Continues to define Norcross' sense of place
2. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

1. Compare Redlines Ordinance
2. Ethics Ordinance
3. Ethics Resolution

Update

RESOLUTION 26-_____

RESOLUTION ADOPTING ETHICAL PRINCIPELS

WHEREAS the Board of Directors of the Georgia Municipal Association has established a Certified City of Ethics program; and,

WHEREAS the City of Norcross wishes to be certified as a Certified City of Ethics under the GMA Program; and,

WHEREAS part of the certification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

NOW THEREFORE BE IT RESOLVED by the governing authority of the City of Norcross, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

* Serve Others, Not Ourselves
* Use Resources With Efficiency and Economy
* Treat All People Fairly
* Use The Power of Our Position For The Well Being Of Our Constituents
* Create An Environment of Honesty, Openness And Integrity

RESOLVED this _____ day of _____, 20__.

_____	_____
Mayor	Councilmember
_____	_____
Councilmember	Councilmember
_____	_____
Councilmember	Councilmember
	_____
	ATTEST:

Note: A copy of the approved resolution and ordinance by cities who desire to participate in the GMA "Certified City of Ethics" program should be submitted to GMA, Attention: Legal Department, 201 Pryor Street, SW, Atlanta, Georgia 30303

ORDINANCE No. 25- _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF NORCROSS GEORGIA; TO RECODIFY THE CODE OF ETHICS; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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 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 of Ordinances be numbered accordingly to accomplish that intention.

WHEREAS, the duly elected governing authority of the City of Norcross, Georgia (the "**City**") is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government; and

WHEREAS, the governing authority deems it essential to the proper operation of democratic government that the public officials, appointees, and staff be, and give the appearance of being, independent, impartial, and responsible to the people; that governmental decisions and policies be made in the proper channels of the governmental structure; and that public office not be used for personal gain; and

WHEREAS such measures are necessary to provide the public with confidence in the integrity of its government.

NOW THEREFORE it is the policy of the City that its officials, employees, appointees, and volunteers conducting official city business: Serve others and not themselves; Be independent, impartial and responsible; that they use resources with efficiency and economy; that they treat all people fairly; and that their exercise of power in their position be used for the well-being of their constituents; and that the City create an environment of honesty, openness and integrity.

NOW THEREFORE BE IT AND IT IS HEREBY ORDAINED: That the Code of Ordinances of the City of Norcross, Georgia is hereby amended as provided.

SECTION 1.

The Code of Ordinances shall be stricken, amended, and replaced as provided below by striking code sections 2-300 to 2-309 in their entirety, thereby deleting Article VIII of the Code of Ordnance and replacing Article VIII with sections to be enumerated 2-300 through 2-310, to be

known as the City of Norcross Code of Ethics of 2025, which said sections shall thereafter read as follows:

Sec. 2-300. PURPOSE. The purpose of this code of ethics is to:

(a) Encourage high ethical standards in official conduct by city officials;

(b) Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the city;

(c) Require disclosure by such officials of private financial or other interest in matters affecting the city; and

(d) Serve as a basis for disciplining those who refuse to abide by the Code's terms.

Sec. 2-301. SCOPE. The provisions of this code of ethics shall be applicable to all elected or appointed city officials and to the City's members of appointed committees and authorities. Notwithstanding anything herein to the contrary, state law and the charter of the city shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This ordinance shall be interpreted to supplement, and not replace, said provisions of state law and the charter. This code of ethics shall not limit, abridge, amend, or modify in any way other remedies or procedural processes that may give rise from facts or circumstances implicated in any investigation or acquisition made in relationship with this code.

Sec. 2-302 DEFINITIONS. Solely for the purpose of this code of ethics:

(a) **City official** or official, unless otherwise expressly defined does not include city employees but does mean the mayor, members of the city council, municipal court judges (including substitute judges), city manager, city clerk, city attorney, city solicitor and all other persons holding positions designated by the city charter, as amended. The term "city official" also includes all individuals, including city employees, appointed by the mayor and/or city council as appropriate to city authorities, commissions, committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the mayor and/or city council.

(b) **Decision** means any ordinance, resolution, contract, franchise, formal action or other matter voted on by the city council or other city board or commission, as well as the discussions or deliberations of the council, board, or commission which can or may lead to a vote or formal action by that body.

(c) **Employee** means any person who is a full-time or part-time employee of the city.

(d) **Immediate family** means the spouse, mother, father, grandparent, brother, sister, son or daughter of any city official related by blood, adoption or marriage. The relationship by marriage shall include in-laws.

(e) **Incidental interest** means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.

(f) **Remote interest** means an interest of a person or entity, including a city official, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or similar matters is deemed remote to the extent that the official would be affected in common with the general public.

(g) **Substantial interest** means an interest, either directly or through a member of the immediate family, in another person or entity, where:

(1) the interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of $5,000.00 or more of the equity or market value of the entity; or

(2) the funds received by the person from the other person or entity during the previous 12 months either equal or exceed (a) $5,000.00 in salary, bonuses, commissions or professional fees, or $5,000.00 in payment for goods, products or services, or (b) ten percent of the recipient's gross income during that period, whichever is less;

(3) the person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the city council; or

(4) the person is a creditor, debtor, or guarantor of the other person or entity in an amount of $5,000.00 or more.

Sec. 2-303 PROHIBITIONS.

(a) No city official shall use such position to secure special privileges or exemptions for himself or herself or others, or to secure confidential information for any purpose other than official duties on behalf of the city.

(b) No city official, in any matter before the council or other city body, relating to a person or entity in which the official has a substantial interest, shall fail to disclose for the record such interest prior to any discussion or vote or fail to recuse himself/herself from such discussion or vote as applicable.

(c) No city official or employee shall act as an agent or attorney for another in any matter before the city council or other city body.

(d) No city official or employee shall directly or indirectly receive, or agree to receive, any compensation, gift, reward, or gratuity in any matter or proceeding connected with, or related to, the duties of his office in excess of $100.00 except as may be provided by law.

(e) No city official or employee shall enter into any contract with, or have any interest in, either directly or indirectly, the city except as authorized by state law.

(i) This prohibition shall not be applicable to the professional activities of the city attorney in his or her work as an independent contractor and legal advisor on behalf of the city.

(ii) This prohibition shall not be applicable to an otherwise valid employment contract between the city and a city official who is not elected (such as, by way of example, a city manager, city administrator or chief of police).

(iii) Any official who has a proprietary interest in an agency doing business with the city shall make that interest known in writing to the city council and the city clerk.

(f) All public funds shall be used for the general welfare of the people and not for personal economic gain.

(g) Public property shall be disposed of in accordance with state law.

(h) No city official shall solicit or accept other employment to be performed, or compensation to be received, while still a city official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of city duties.

(i) If a city official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the city council and shall recuse himself/herself and take no further action on matters regarding the potential future employer.

(j) No city official or employee shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.

(k) No city official or employee shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.

(l) A city official or employee shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest.

(m) A city official or employee shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest.

(n) A city official or employee shall not order any goods and services for the city without prior official authorization for such an expenditure. No city official shall attempt to obligate the City nor give the impression of obligating the city without proper prior authorization.

(o) No city official or employee shall draw travel funds or per diem from the city for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the City therefore.

(p) No city official or employee shall attempt to unduly influence the outcome of a case before the Municipal Court of the City of Norcross nor shall any city official engage in *ex parte* communication with a municipal court judge of the City of Norcross on any matter pending before the Municipal Court of the City of Norcross.

(q) No city official shall knowingly or recklessly act in a manner that violates the City Charter and/or exceeds his or her authority under the City Charter.

Sec. 2-304 CONFLICT OF INTEREST.

(a) A city official may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property in which the official has a substantial interest.

(b) A city official who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through the city.

(c) Where the interest of a city official in the subject matter of a vote or decision is remote or incidental, the city official may participate in the vote or decision and need not disclose the interest.

Sec. 2-305 HEARING OFFICER.

(a) All complaints filed hereunder shall be heard before a hearing officer who:

(1) Shall be a competent attorney at law of good standing in his or her profession,

(2) Shall have at least five years' experience in the practice of law, and

(3) Shall not live or maintain an office within the city limits.

The city clerk and city attorney shall maintain a listing of no less than five qualified attorneys to serve as a hearing officer pursuant to this section. Upon receipt of a properly verified complaint, the city clerk or the city attorney shall draw names randomly from the listing of qualified hearing officers and appoint the first one who is available to serve in the matter. Once a hearing officer is appointed, no member of the City Council shall communicate with or otherwise contact the hearing officer, except as authorized herein, unless such member is the complainant or the member charged in the complaint; however, no party to a complaint shall engage in ex parte communications with the hearing officer.

(b) Original pleadings shall be filed with the city clerk and the city clerk shall cause the complaint to be served on the member charged as soon as practicable, but in no event later than seven (7) calendar days after receipt of a verified complaint. Service may be by personal service, by certified mail, return receipt requested, or by statutory overnight delivery.

(c) In all proceedings under this section, the burden of proof shall be on the complaining party. Further, the quantum of proof required to establish a violation under this article shall be by clear and convincing evidence.

Sec. 2-306 RECEIPT OF COMPLAINTS.

(a) All complaints against city officials shall be in written form and shall be filed with the city clerk, who will give the complaint to the Mayor and City Council and the City Attorney. If a complaint is alleged against a city employee, a copy of the complaint shall be given to the City Manager.

(b) All complaints shall be submitted and signed, shall state the name and contact information of the complainant, shall be legibly drawn and shall clearly address facts, circumstances, and other matters within the scope of this ordinance.

Complaints must reasonably describe the nature of the alleged violation and the facts and circumstances giving rise to the complaint

(c) No action may be taken on any complaint which arises out of substantially the same facts or circumstance which have previously served as the basis for a complaint pursuant to this article.

(d) A separate complaint shall be filed for each person alleged to have engaged in any activity violating this article even if the allegations arise from the same factual basis. Each complaint shall state:

(1) A separate count for each alleged violation;

(2) The specific section of state law, the city Charter, or this article alleged to be violated for each count;

(3) With specificity, the facts which are alleged to constitute the violation; and

(4) The documentary evidence which the charging party possesses. Copies of said documentary evidence shall be attached to the complaint as exhibits.

(e) All complaints shall contain an oath that the facts set forth therein are true and correct to the best of the complainant's knowledge in substantially the following form:

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned officer duly to administer oaths. [Name of Person filing Complaint]__, who under oath deposes that the statements in the foregoing Complaint are true and correct to the best of his/her knowledge and belief. The affiant further acknowledges that false statements made in this Complaint may result in prosecution against them for false swearing.
Sworn to and subscribed
On this __ day of _____, 20___,

_____
[Signature of Person Filing Complaint]

_____
NOTARY PUBLIC

(f) To discourage the filing of ethics complaints solely for political purposes, ethics complaints against a person seeking election as a city official, whether currently serving as a city official or not, which are filed between the date of qualifying for municipal office and the date of certification of the election results will be held and will not be processed until the election results for that office have been certified.

Sec. 2-307 SERVICE OF COMPLAINT. The city clerk shall cause the complaint to be served on the city official charged as soon as practicable but in no event later than seven (7) calendar days after receipt of a proper, verified complaint. Service may be by personal service, by certified mail, return receipt requested or by statutory overnight delivery.

Sec. 2-308 PROCEDURE AND HEARINGS.

(a) Upon the hearing officer's appointment, he or she shall review the complaint, if any, to determine:

(1) Whether the complaint conforms with the requirements of section 2-306(d);

(2) Whether, upon consideration of the complaint, the complaint is unjustified, frivolous, patently unfounded; or

(3) Whether, upon consideration of the complaint and answer, the complaint demonstrates facts sufficient to invoke disciplinary jurisdiction as set forth in this article.

(b) If the complaint fails based upon the requirements of subsection (a) of this section, the complaint shall be dismissed stating the basis for said dismissal. If the dismissal is based upon the failure to comply with section 2-306(d) or 2-306(e), the complaining party shall have 15 days to re-file the complaint correcting the defect.

(c) At any hearing held by the hearing officer, the city official or employee who is the subject of inquiry shall have the right to written notice of any hearing at least seven (7) calendar days before each such hearing, to be represented by counsel, to hear and examine the evidence and witnesses and, to oppose or try to mitigate the allegations. The city official subject to the inquiry shall have also have the right but not the obligation of submitting evidence and calling witnesses. Failure to comply with any time deadlines in this section of the ordinance shall not invalidate any otherwise valid complaint or in any way affect the power or jurisdiction of the hearing officer or the city council to act upon any complaint.

(d) The hearing officer shall be empowered to collect evidence and information concerning any complaint and to add the findings and results of its investigations to the file containing such complaint. In furtherance of this investigation, the hearing officer may:

(1) First, seek such further information from the complainant or the person charged through inquiry or written questions; provided, however the member charged shall have no obligation to answer any inquiries; and make a further determination as to whether the complaint demonstrates facts sufficient to invoke disciplinary jurisdiction as set forth in this article in accordance with subsection (b) of this section. If it is determined that the complaint should not be dismissed pursuant to this subsection, then the provisions of subsection (d)(2) of this section shall apply; or

(2) Conduct a hearing regarding the allegations set forth in the complaint. At any hearing, the person who is the subject of inquiry shall have the right to:

a. Representation by counsel at all stages of these proceedings;
b. Written notice of the hearing at least ten calendar days before the hearing;
c. Hear and examine the evidence and witnesses;
d. Not testify (if he or she chooses not to do so); and
e. Submit evidence and call witnesses to oppose or mitigate the allegations. In all hearings held under this section, the rules of evidence applicable in civil cases shall apply.

(d) Hearing officer's determination.

(1) All investigations under this section shall be completed within forty-five (45) days of the hearing officer's appointment. Within seven (7) days of the completion of the investigation, the hearing officer shall:

a. Dismiss the complaint on the grounds that it is unjustified, frivolous, patently unfounded, or that it fails to state facts sufficient to invoke the disciplinary jurisdiction of the city council;
b. Dismiss the complaint with a finding that the complaint was maliciously filed and recommend that the City provide for

indemnification of the respondent's expenses associated with the inquiry; or

b. Prepare a report of findings and recommendations to the mayor and city council.

(2) Should the hearing officer determine to submit a report in the matter, the report shall consist of:

a. A written finding of facts;

b. A determination that the complaint establishes by clear and convincing evidence that a violation has been committed, and, if so, the specific violation and evidence supporting the same; and

c. A recommendation regarding the punishment for such violation.

(3) The hearing officer's failure to submit a report within the time provided shall result in the automatic dismissal of the ethics complaint.

(f) The hearing officer's written determination of findings and recommendations shall be delivered to the city clerk who shall provide a copy to the city attorney, the mayor and city council, and serve a copy on the complainant and person charged by personal service, by certified mail, return receipt requested, or by statutory overnight delivery. Such findings shall not be final until approved by vote of the city council.

Sec. 2-309 REPORT TO MAYOR AND COUNCIL.

(a) Upon receipt of findings and recommendations from the hearing officer, the mayor and council may:

(1) By majority, accept the findings and recommendations of the hearing officer;

(2) By majority, accept the findings of fact and reject the recommended discipline, instead substituting its own discipline; or

(3) By a majority, request that the hearing officer take additional evidence to answer specific question(s) of fact.

(b) If the subject of the complaint is the mayor or any city councilmember, he or she will not be allowed to vote pursuant to this section or participate in any hearing held pursuant to this section other than as provided.

(c) Upon a final judgment and certification of the minutes of the meeting disposing of the matter, the city clerk shall serve the respondent with a copy of the certified minutes and findings and recommendations by personal service, certified mail, return receipt requested, or by Federal Express or other overnight delivery service.

Sec. 2-310 RIGHT TO APPEAL.

(a) Any city official or complainant adversely affected by the final decision may obtain judicial review of such decision.

(b) An action for judicial review may be commenced by filing a petition for review under the Superior and State Court Appellate Practice Act (O.C.G.A. 5-3-1 *et seq*) in the Superior Court of Gwinnett County within thirty (30) days after the city council considers the complaint and reviews the recommendation by the hearing officer. The filing of such application shall act as supersedeas.

Sec. 2-311TIME LIMITATIONS.

Complaints shall be filed as provided herein within ninety (90) days of the date such alleged violation of this code of ethics occurred, or within ninety (90) days from the date the party making the accusation knew or should have known about the alleged violation so long as such date is not more than six (6) months after the date the alleged violation occurred.

SECTION 2.

The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining section, subsections, paragraphs, sentences, clauses and phrases of this ordinance.

SECTION 3.

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

SECTION 4.

The effective date of this ordinance shall be as of the vote adopting this ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of _____, 2025.

_____

Craig Newton, Mayor

ATTEST:

_____

Monique Philip, City Clerk

ORDINANCE No. 25- _____

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The city clerk and city attorney shall maintain a listing of no less than five qualified attorneys to serve as a hearing officer pursuant to this section. Upon receipt of a properly verified complaint, the city clerk or the city attorney shall draw names randomly from the listing of qualified hearing officers and appoint the first one who is available to serve in the matter. Once a hearing officer is appointed, no member of the City Council shall communicate with or otherwise contact the hearing officer, except as authorized herein, unless such member is the complainant or the member charged in the complaint; however, no party to a complaint shall engage in ex parte communications with the hearing officer.

(b) Original pleadings shall be filed with the city clerk and the city clerk shall cause the complaint to be served on the member charged as soon as practicable, but in no event later than seven (7) calendar days after receipt of a verified complaint. Service may be by personal service, by certified mail, return receipt requested, or by statutory overnight delivery.

(c) In all proceedings under this section, the burden of proof shall be on the complaining party. Further, the quantum of proof required to establish a violation under this article shall be by clear and convincing evidence.

Sec. 2-306 RECEIPT OF COMPLAINTS.

(a) All complaints against city officials shall be in written form and shall be filed with the city clerk, who will give the complaint to the Mayor and City Council and the City Attorney. If a complaint is alleged against a city employee, a copy of the complaint shall be given to the City Manager.

(b) All complaints shall be submitted and signed, shall state the name and contact information of the complainant, shall be legibly drawn and shall clearly address facts, circumstances, and other matters within the scope of this ordinance.

Complaints must reasonably describe the nature of the alleged violation and the facts and circumstances giving rise to the complaint

(c) No action may be taken on any complaint which arises out of substantially the same facts or circumstance which have previously served as the basis for a complaint pursuant to this article.

(d) A separate complaint shall be filed for each person alleged to have engaged in any activity violating this article even if the allegations arise from the same factual basis. Each complaint shall state:

(1) A separate count for each alleged violation;

(2) The specific section of state law, the city Charter, or this article alleged to be violated for each count;

(3) With specificity, the facts which are alleged to constitute the violation; and

(4) The documentary evidence which the charging party possesses. Copies of said documentary evidence shall be attached to the complaint as exhibits.

(e) All complaints shall contain an oath that the facts set forth therein are true and correct to the best of the complainant's knowledge in substantially the following form:

STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before the undersigned officer duly to administer oaths. [Name of Person filing Complaint]__, who under oath deposes that the statements in the foregoing Complaint are true and correct to the best of his/her knowledge and belief. The affiant further acknowledges that false statements made in this Complaint may result in prosecution against them for false swearing.
Sworn to and subscribed
On this __ day of _____, 20___,

_____
[Signature of Person Filing Complaint]

_____
NOTARY PUBLIC

(f) To discourage the filing of ethics complaints solely for political purposes, ethics complaints against a person seeking election as a city official, whether currently serving as a city official or not, which are filed between the date of qualifying for municipal office and the date of certification of the election results will be held and will not be processed until the election results for that office have been certified.

Sec. 2-307 SERVICE OF COMPLAINT. The city clerk shall cause the complaint to be served on the city official charged as soon as practicable but in no event later than seven (7) calendar days after receipt of a proper, verified complaint. Service may be by personal service, by certified mail, return receipt requested or by statutory overnight delivery.

Sec. 2-308 PROCEDURE AND HEARINGS.

(a) Upon the hearing officer's appointment, he or she shall review the complaint, if any, to determine:

(1) Whether the complaint conforms with the requirements of section 2-306(d);

(2) Whether, upon consideration of the complaint, the complaint is unjustified, frivolous, patently unfounded; or

(3) Whether, upon consideration of the complaint and answer, the complaint demonstrates facts sufficient to invoke disciplinary jurisdiction as set forth in this article.

(b) If the complaint fails based upon the requirements of subsection (a) of this section, the complaint shall be dismissed stating the basis for said dismissal. If the dismissal is based upon the failure to comply with section 2-306(d) or 2-306(e), the complaining party shall have 15 days to re-file the complaint correcting the defect.

(c) At any hearing held by the hearing officer, the city official or employee who is the subject of inquiry shall have the right to written notice of any hearing at least seven (7) calendar days before each such hearing, to be represented by counsel, to hear and examine the evidence and witnesses and, to oppose or try to mitigate the allegations. The city official subject to the inquiry shall have also have the right but not the obligation of submitting evidence and calling witnesses. Failure to comply with any time deadlines in this section of the ordinance shall not invalidate any otherwise valid complaint or in any way affect the power or jurisdiction of the hearing officer or the city council to act upon any complaint.

(d) The hearing officer shall be empowered to collect evidence and information concerning any complaint and to add the findings and results of its investigations to the file containing such complaint. In furtherance of this investigation, the hearing officer may:

(1) First, seek such further information from the complainant or the person charged through inquiry or written questions; provided, however the member charged shall have no obligation to answer any inquiries; and make a further determination as to whether the complaint demonstrates facts sufficient to invoke disciplinary jurisdiction as set forth in this article in accordance with subsection (b) of this section. If it is determined that the complaint should not be dismissed pursuant to this subsection, then the provisions of subsection (d)(2) of this section shall apply; or

(2) Conduct a hearing regarding the allegations set forth in the complaint. At any hearing, the person who is the subject of inquiry shall have the right to:

a. Representation by counsel at all stages of these proceedings;
b. Written notice of the hearing at least ten calendar days before the hearing;
c. Hear and examine the evidence and witnesses;
d. Not testify (if he or she chooses not to do so); and
e. Submit evidence and call witnesses to oppose or mitigate the allegations. In all hearings held under this section, the rules of evidence applicable in civil cases shall apply.

(d) Hearing officer's determination.

(1) All investigations under this section shall be completed within forty-five (45) days of the hearing officer’s appointment. Within seven days of the completion of the investigation, the hearing officer shall:

a. Dismiss the complaint on the grounds that it is unjustified, frivolous, patently unfounded, or that it fails to state facts sufficient to invoke the disciplinary jurisdiction of the city council; or
b. Prepare a report of findings and recommendations to the mayor and city council.

(2) Should the hearing officer determine to submit a report in the matter, the report shall consist of:

a. A written finding of facts;
b. A determination that the complaint establishes by clear and convincing evidence that a violation has been committed, and, if so, the specific violation and evidence supporting the same; and
c. A recommendation regarding the punishment for such violation.

(3) The hearing officer's failure to submit a report within the time provided shall result in the automatic dismissal of the ethics complaint.

(f) The hearing officer's written determination of findings and recommendations shall be delivered to the city clerk who shall provide a copy to the city attorney, the mayor and city council, and serve a copy on the complainant and person charged by personal service, by certified mail, return receipt requested, or by statutory overnight delivery. Such findings shall not be final until approved by vote of the city council.

Sec. 2-309 REPORT TO MAYOR AND COUNCIL.

(a) Upon receipt of findings and recommendations from the hearing officer, the mayor and council may:

(1) By majority, accept the findings and recommendations of the hearing officer;

(2) By majority, accept the findings of fact and reject the recommended discipline, instead substituting its own discipline; or

(3) By a majority, reject the findings and recommendations and either:

a. Dismiss the complaint; or

b. Conduct its own hearing in accordance with section 2-308. Upon the completion of such hearing, the findings and recommendations of the mayor and council shall be binding.

(b) If the subject of the complaint is the mayor or any city councilmember, he or she will not be allowed to vote pursuant to this section or participate in any hearing held pursuant to this section other than as provided.

(c) Upon a final judgment and certification of the minutes of the meeting disposing of the matter, the city clerk shall serve the respondent with a copy of the certified minutes and findings and recommendations by personal service, certified mail, return receipt requested, or by Federal Express or other overnight delivery service.

Sec. 2-310 RIGHT TO APPEAL.

(a) Any city official or complainant adversely affected by the final decision may obtain judicial review of such decision.

(b) An action for judicial review may be commenced by filing a petition for review under the Superior and State Court Appellate Practice Act (O.C.G.A. 5-3-1 *et seq*) in the Superior Court of Gwinnett County within thirty (30) days after the city council considers the complaint and reviews the recommendation by the hearing officer. The filing of such application shall act as supersedeas.

SECTION 2.

The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining section, subsections, paragraphs, sentences, clauses and phrases of this ordinance.

SECTION 3.

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

SECTION 4.

The effective date of this ordinance shall be as of the vote adopting this ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of _____, 2025.

_____
Craig Newton, Mayor

ATTEST:

_____
Monique Philip, City Clerk