

City of Norcross

65 Lawrenceville Street

Norcross, GA 30071



Meeting Agenda

Monday, April 6, 2026

6:30 PM

Council Chambers

Regular Council Meeting

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/>

<https://youtube.com/live/4O1DGe9sms8?feature=share>

A. Call to Order by Mayor Craig Newton

PLEASE SILENCE ALL CELL PHONES AND ELECTRONIC DEVICES

B. Invocation - Councilmember Gaynor**C. Pledge of Allegiance to the Flag of the United States of America****D. Roll Call (recorded)****E. Presentation of Previous Meeting Minutes for Acceptance**

1. [Mayor&Council-RegularCouncilMeeting-Minutes-03.2.2026](#)
2. [Mayor&Council-PolicyWorkSession-Minutes-03.16.2026](#)

F. Set Agenda as Presented for Scheduled Meeting**G. Ceremonial Presentations, Recognitions, and Swearing-in Ceremonies****H. Floor Open to Citizens Desiring to Address the Governing Authority**

- a. Comments by Citizens
- b. Comments by Council
- c. Comments by City Manager

I. Public Hearings**1. 2026-82: RZ2025-007 290 and 300 Academy Street**

Approval of RZ2025-007 with staff recommendations.

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
11. RZ2025-007_Requested Conditions Dated March 25, 2026

-
- 2. 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

- 3. 2026-122: Amendment of Urban Redevelopment Plan**
Proposed amendments to the Urban Redevelopment Plan.

Attachments:

1. Agenda Report Plan Amendment Final 4.1.26
2. Resolution Amending Urban Redevelopment Plan

J. Reports of the Mayor and Councilmembers

- a. General Announcements

APRIL CALENDAR OF EVENTS

First Friday Concert: 80HD

Friday, April 10 | 7:00 - 9:00 p.m., Cultural Arts & Community Center

Neighborhood Cleanup & Recycling Day

Saturday, April 11 | 8:00 a.m. - 12:00 p.m. | Norcross Public Works

'Norcross Then & Now' Exhibit

Monday, April 13 - April 23 | Welcome Center & History Museum

Movie Monday: F1: The Movie

Monday, April 13 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Day Of Play

Friday, April 17 | 5:00 - 6:00 p.m. | Lillian Webb Park

Coffee With Council

Saturday, April 18 | 8:00 a.m. | 45 South Café

Bluesberry Beer & Music Festival

Saturday, April 18 | 3:00 - 10:00 p.m. | Betty Mauldin Park

Policy Work Session

Monday, April 20 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Hispanic Business Outreach Event

Thursday, April 23 | 10:30 a.m. - 12:30 p.m. | Cultural Arts & Community Center

Sustainability Social Celebration

Thursday, April 23 | 5:00 - 7:00 p.m. | Cultural Arts & Community Center

GA Cities Week: Norcross Innovation Cluster Showcase

Saturday, April 25 | 9:00 a.m. - 1:00 p.m. | Lillian Webb Park

Movie Monday: Steel Magnolias

Monday, April 27 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Mother's Day Pop-Up

Saturday, May 9 | 12:00 - 5:00 p.m. | Downtown Norcross

K. Board Appointments

The Mayor and Council will consider an appointment to the following Commission:

One applicant satisfied the requirements to be considered for appointment to the Norcross Public Arts Commission, which has one (1) vacancy.

L. Consent Agenda**1. 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

2. 2026-89: Bond Financing for the Public Safety Building

Authorize Resolution for the Norcross URA Revenue Bond, the 2026 Intergovernmental Contract between the City and the URA, the Home Office Payment Agreement, the Limited Warranty Deed, the Validation Documents, and any other documents necessary to effectuate the placement and validation of the 2026 Norcross URA Bond.

Attachments:

1. Agenda Report PSB Bonding Process 4.2.26
2. Norcross Public Safety CF 2026.03.06
3. Cash Flow remaining as of 030426 Snapshot
4. [Bond Resolution for Norcross URA](#)

-
5. [2026 Intergovernmental Contract between the City and the URA](#)
 6. Home Office Payment Agreement--Norcross URA
 7. [Validation Documents](#)

- 3. 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

- 4. 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), and to establish a separate Georgia Fund 1 account for the Electric Fund and transfer the appropriate investment balance into the new account.

Attachments:

1. Agenda Report - Resolution to update authorized users of Georgia Fund 1
2. GF1_Resolution_Form (Certifier)
3. Investment Policy

- 5. 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 Item04062026-3

- 6. 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
3. Staff Evaluation Summary - RFP HR 26-06 4.1.26

-
- 7. 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
- 8. 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 - Construction Budget for Expanded Downtown Parking
2. Cost Estimate-Base Option- Downtown Norcross Parking w visual
3. Updated Option 1 Rendering
4. Cost Estimate-Option 2 Downtown Norcross Parking w visual
5. Project Schedule -Expanded DT Parking
6. Budget Amendment Item03162026-2

M. Items for Discussion

N. Adjourn in memory of

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

P. Signed by _____ Mayor Craig Newton

Q. Attest _____ Monique Philip, City Clerk

City of Norcross

65 Lawrenceville Street

Norcross, GA 30071



Meeting Minutes

Monday, March 2, 2026

6:30 PM

Council Chambers

Regular Council Meeting

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Marshall Cheek

View Meeting Recording Here:

<https://norcrossga.portal.civicclerk.com/event/612/media>

A. Call to Order by Mayor Pro Tem Bruce Gaynor

PLEASE SILENCE ALL CELL PHONES AND ELECTRONIC DEVICES

B. Invocation - Councilmember Bare**C. Pledge of Allegiance to the Flag of the United States of America****D. Roll Call (recorded)**

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

E. Presentation of Previous Meeting Minutes for Acceptance

A motion to approve the minutes of the Regular Council Meeting on February 2, 2026, and the Policy Work Session on February 16, 2026.

RESULT: APPROVED [UNANIMOUS] 5-0

MOVER: Matt Myers, Councilmember

SECONDER: Marshall Cheek, Councilmember

AYES: Gaynor, Hixson, Bare, Myers, Cheek

F. Set Agenda As Presented for Scheduled Meeting

A motion to accept the agenda and approve the consent agenda, with the following items being moved to discussion:

2026-65: Amendment to the 2045 Comprehensive Plan

2026-59: Expanded Downtown Parking and Design

2026-34: Appropriate \$5 Million for Construction of the Public Safety Administration Building

RESULT: APPROVED [UNANIMOUS] 5-0

MOVER: Josh Bare, Councilmember

SECONDER: Matt Myers, Councilmember

AYES: Gaynor, Hixson, Bare, Myers, Cheek

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies

None

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

Comments by Citizens

Lonnie Latham

Spoke in opposition to the 2045 Comprehensive Plan amendment, expressing concerns about high-density multifamily housing. Requested the council remove all areas in the comprehensive plan with allowances for high-density multifamily housing and instead consider owner-occupied high-density housing such as condominiums.

Charlotte Osborne

Opposed the proposed amendments to the 2045 Comprehensive Plan which would add high-density multifamily to neighborhoods previously considered incompatible. Referenced plans for over 6,700 apartments along a one-mile stretch of Holcomb Bridge Road waiting on comp plan approval. Noted the community is near a tipping point of housing more renters than homeowners and referenced a petition signed by 650 residents opposing the amendments.

Jacques Laurent

Announced his candidacy for Georgia House District 97. Discussed his platform including affordability, infrastructure, education, civil rights, and traffic concerns.

Paul Sumner

Opposed the comprehensive plan amendments as currently written. Argued the comprehensive plan is a legally binding guiding document used in courts. Supported the council's decision to require special use permits and remove by-rights status for multifamily. Agreed with the City of Doraville's opposition to characterizing the historic Thrasher Park area into two separate character areas. Supported Councilman Bare's recommendation to pause approval until the community develops a strategic roadmap.

Lawrence Hurlley

Reiterated prior comments opposing the comprehensive plan. Attended Mayor Newton's community meeting, which had high attendance. Reported hearing no single person in favor of the comprehensive plan as written. Urged council to consider resident input and postpone the decision.

Jan McKenzie

25-30 year resident. Expressed concern the council appears to have predetermined decisions. Raised traffic problems and concerns about the abundance of new apartments on Buford Highway and Highway 141. Questioned why the city would change what makes Norcross special.

Faye McFarland

54-year resident. Expressed support for opposition to apartment expansion. Noted deterioration of formerly nice subdivisions. Discussed corporate ownership of single-family homes and rental property management issues. Expressed concern about vehicle violations and ordinance enforcement.

Jim Eyre

Praised the expanded downtown parking work by Len and Columbia Engineering and recommended approval. Commented on Thrasher Park lighting, recommending keeping lights out of the pit area and lighting trees only. Suggested the city pursue its own stream and wetland mitigation credits. Discussed the comprehensive plan vision statement and emphasized planning for future residents, noting the city is young (average age mid-30s) and majority-minority.

Yassin Moghazy

Running for Georgia House District 97. Stated primary purpose was listening to the community. Thanked council for their service.

Joe Beach

Resident of 2910 Queens Court. Observed that lots of people oppose the plan amendment with only one speaking in favor. Noted that no apartment residents participated in the community input.

Ann Beach

Questioned the qualifications and motivations of those speaking in favor of the plan. Urged the council to listen to residents and referenced the petition and consistent attendance at meetings showing community opposition.

2. 2025-371: Comments by Council**3. 2025-372: Comments by City Manager****I. Public Hearings****1. 2026-45: RZ2025-008; PKST Lively LLC, c/o Troutman Pepper Locke LLP; 705 Lively Avenue**

Councilmember Myers motioned to close the public hearing, seconded by Councilmember Cheek. The vote was unanimous, 5-0.

A motion to approve the rezoning of 705 Lively Avenue to M1 Light Industrial District with conditions:

1. The property shall be developed in conformity with the City of Norcross Unified Development Ordinance.
2. Parking and any future development along the rear of the subject property to remain setback at least 50 feet from the abutting R-75 single-family homes, as shown on the site plan dated 01/12/2021.
3. All parking spaces shall be striped.
4. No motor vehicle-related sales and service uses allowed, provided, however, motor vehicle repair and maintenance as an accessory use shall be permitted indoors.

RESULT: APPROVED [UNANIMOUS] 5-0

MOVER: Josh Bare, Councilmember

SECONDER: Marshall Cheek, Councilmember

AYES: Gaynor, Hixson, Bare, Myers, Cheek

J. Reports of the Mayor and Councilmembers**a. General Announcements****MARCH CALENDAR OF EVENTS**

First Friday Concert: Gold Standard Band

Friday, March 6 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

Irish Fest

Saturday, March 7 | 12:00 - 5:00 p.m. | Downtown Norcross

Movie Monday: Grumpy Old Men

Monday, March 9 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Day Of Play

Friday, March 13 | 5:00 - 6:00 p.m. | Lillian Webb Park

Coffee With Council
Saturday, March 14 | 8:00 a.m. | 45 South Cafè

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

Movie Monday: Spectre
Monday, March 23 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

K. Board Appointments

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

None

L. Consent Agenda

A motion to approve the consent agenda.

RESULT: APPROVED [UNANIMOUS] 5-0

MOVER: Josh Bare, Councilmember

SECONDER: Matt Myers, Councilmember

AYES: Gaynor, Hixson, Bare, Myers, Cheek

3. 2026-60: Thrasher Park Lighting Enhancements Update

A motion to authorize staff to proceed with the proposal for Thrasher Park lighting enhancements from TheOutdoorLights, Inc.

4. 2026-61: Pay Increase for Judge and Solicitor

A motion to approve pay increases for the Judge and Solicitor to remain competitive in the current job market.

6. 2026-72: Phase II Property Corrective Deed and Parking Easement between City and DDA

A motion authorizing the City to execute the Parking Easement and Corrective Deed between the City and the Downtown Development Authority, as presented.

7. 2026-80: Stream and Wetland Mitigation Credits – Norcross Greenway Project (LCI No. 0016067)

A motion to approve payment in an amount of One Hundred Twelve Thousand Nine Hundred Dollars (\$112,900.00) for the purchase of stream and wetland mitigation credits from an approved mitigation bank, and to authorize the Mayor to execute the required documents.

M. Items for Discussion**1. 2026-65: Amendment to the 2045 Comprehensive Plan**

A motion to approve the resolution amending the Imagine Our Future 2045 Comprehensive Plan, to present a refined vision for growth and development intended to provide guidance to the Mayor and Council when considering future development proposals.

RESULT: APPROVED [3-2]

MOVER: Matt Myers, Councilmember

SECONDER: Marshall Cheek, Councilmember

AYES: Gaynor, Hixson, Myers

NAYS: Bare, Hixson

2. 2026-59: Expanded Downtown Parking Planning and Design

A motion to approve the 60% Planning & Engineering design and the attached budget amendment to appropriate \$98,000 for 100% design and construction plans, funded by Mayor and Council Contingency.

RESULT: APPROVED [4-1]

MOVER: Matt Myers, Councilmember

SECONDER: Bruce Gaynor, Councilmember

AYES: Gaynor, Hixson, Bare, Cheek

NAYS: Bare

5. 2026-34: Appropriate \$5 Million for the Construction of the Public Safety Administration Building

A motion to approve the appropriation of \$5 million from available funds in the general fund to serve as a funding source for the construction of the Public Safety Administration Building.

RESULT: APPROVED [UNANIMOUS] 5-0

MOVER: Josh Bare, Councilmember

SECONDER: Marshall Cheek, Councilmember

AYES: Gaynor, Hixson, Bare, Myers, Cheek

N. Adjourn in memory of**O. Adjourn to Executive Session for Legal, Personnel, and Real Estate**

Councilmember Myers motioned to adjourn to executive session for legal and personnel at 8:32 pm, seconded by Councilmember Bare. The vote was unanimous, 5-0.

P. Signed by _____ Mayor Pro Tem Bruce Gaynor

Q. Attest _____ Monique Philip, City Clerk

City of Norcross

65 Lawrenceville Street

Norcross, GA 30071



Meeting Minutes

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

Meeting Recording:

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

A. Roll Call (recorded)

Mayor Newton called the meeting to order at 6:35 p.m.

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

B. Citizen Input

Dwayne Wiggins — Expressed support for Item #5 (COA 2025-027) and encouraged its approval.

Jim Eyre — Commented on proposed UDO text amendments, requesting clearer definitions for duplex, triplex, quadplex, and multifamily uses, and expressed support for the approval of the construction budget for expanded downtown parking.

C. Board Updates**D. General Updates**

Josh Carroll, a partner at Mauldin & Jenkins, provided an overview of the audit findings and presented the FY 2025 audit to the Mayor and Council.

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**

RESULT:

This matter was referred to the Regular Council Meeting on April 6, 2026.

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

RESULT:

This matter was referred to the Regular Council Meeting on April 6, 2026.

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

RESULT:

This matter was referred to the Regular Council Meeting on April 6, 2026.

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

RESULT:

This matter was referred to the Public Hearing on April 6, 2026.

5. 2025-324: COA2025-027; Consideration of a Historic Demolition and New Home

RESULT:

This matter was referred to the Public Hearing on April 6, 2026.

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

RESULT:

This matter was referred to the Policy Work Session on April 20, 2026.

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

RESULT:

This matter was referred to the Policy Work Session on April 20, 2026.

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

RESULT:

This matter was referred to the Regular Council Meeting on April 6, 2026.

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

RESULT:

This matter was referred to the Regular Council Meeting on April 6, 2026.

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

RESULT:

This matter was referred to the Regular Council Meeting on April 6, 2026.

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

RESULT:

This matter was referred to the Regular Council Meeting on April 6, 2026.

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

RESULT:

Council discussed upgrading audio-visual equipment in meeting spaces. Staff was asked to work with audio-visual experts to recommend options that meet the Council's expectations, with plans to later issue an RFP to select a vendor.

Council also expressed interest in equipment that can be easily moved between meeting spaces and asked staff to coordinate with the technology currently used in the Public Safety Building. In addition, the equipment should support integration with Microsoft Office 365, including Copilot and Microsoft Teams.

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

RESULT:

Council discussed potential multi-use options for the Historic Norcross Library and the possibility of issuing an RFP. No further action was taken at this time.

14. 2026-71: Ethics Ordinance Revision

RESULT:

This matter was referred to the Regular Council Meeting on April 6, 2026.

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: LeDarius Scott, AICP
Community Development & Planning Senior Planner

Meeting Date: April 6, 2026 – Regular Council Meeting (RCM)

Item No.: 2026-82

Title: RZ2025-007; 290 and 300 Academy Street; Robert Forro

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

Recommendation

Approval of RZ2025-007 with staff 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 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, an alley and stormwater detention/park. 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.

The Architectural Review Board recommends approval of RZ2025-007 with conditions (see Staff report)

The Planning & Zoning Board recommends approval of RZ2025-007 with Staff conditions.

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.

Update

In response to the discussion at the March Policy Work Session, the applicant provided additional conditions pertaining to the proposed alley, fencing, and walls. See Attachment 10.

Attachments

1. RZ2025-007_Staff Report
2. RZ2025-007_Application
3. RZ2025-007_Impact Analysis
4. RZ2025-007_Applicant's Requested Zoning Conditions
5. RZ2025-007_Feasibility Letter from Gilbert E. Quinones, P.E.
6. RZ2025-007_Financial Statement
7. RZ0205-007_Historic Demolition Questionnaire
8. RZ2025-007_Historic Survey
9. RZ2025-007_Proposed Concept Plans and Elevations
10. RZ2025-007_Requested Conditions Dated March 25, 2026



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.

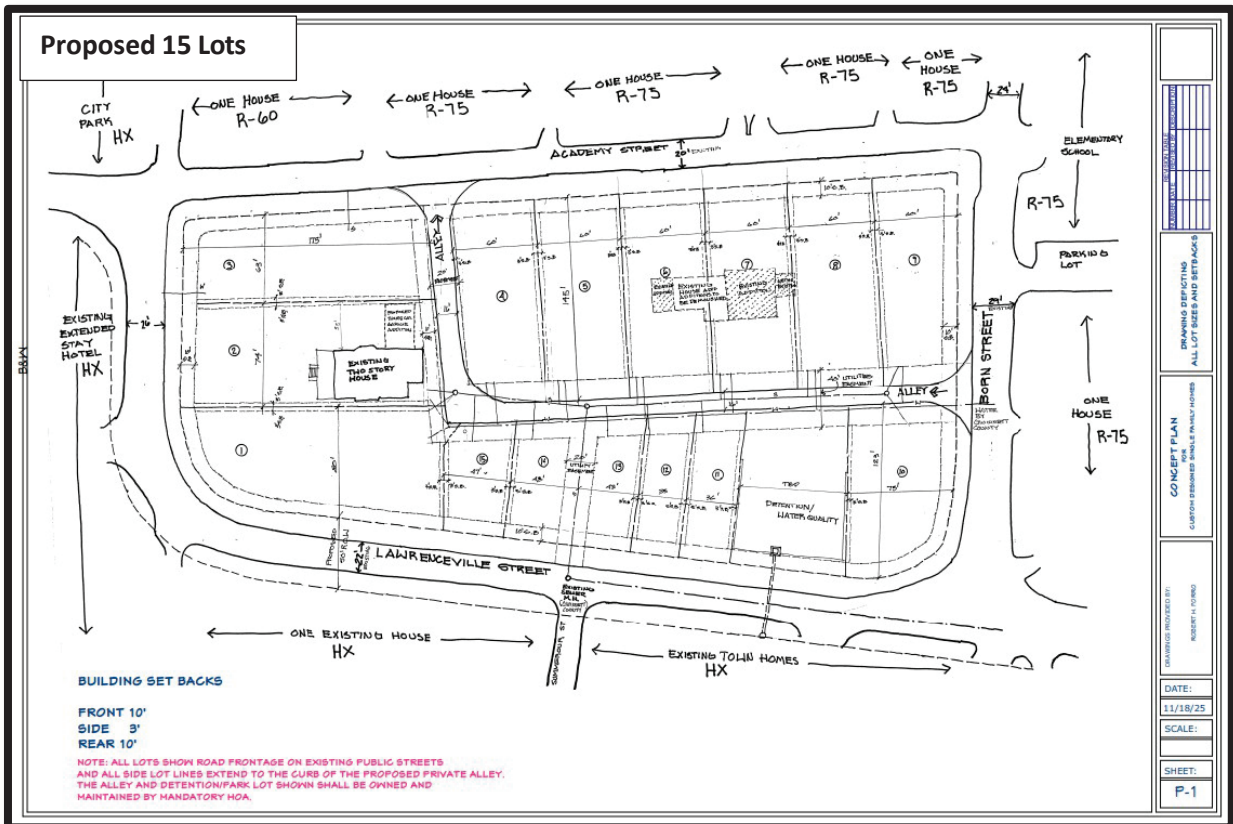
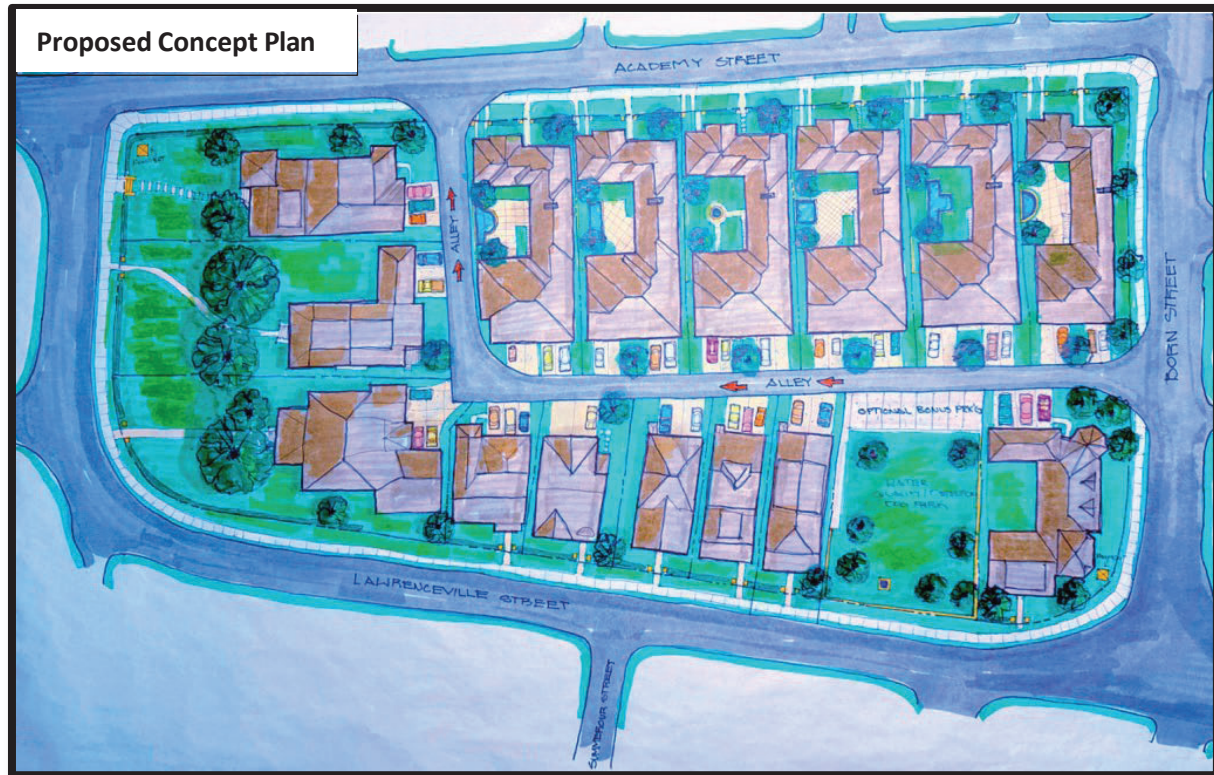
5) Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan.

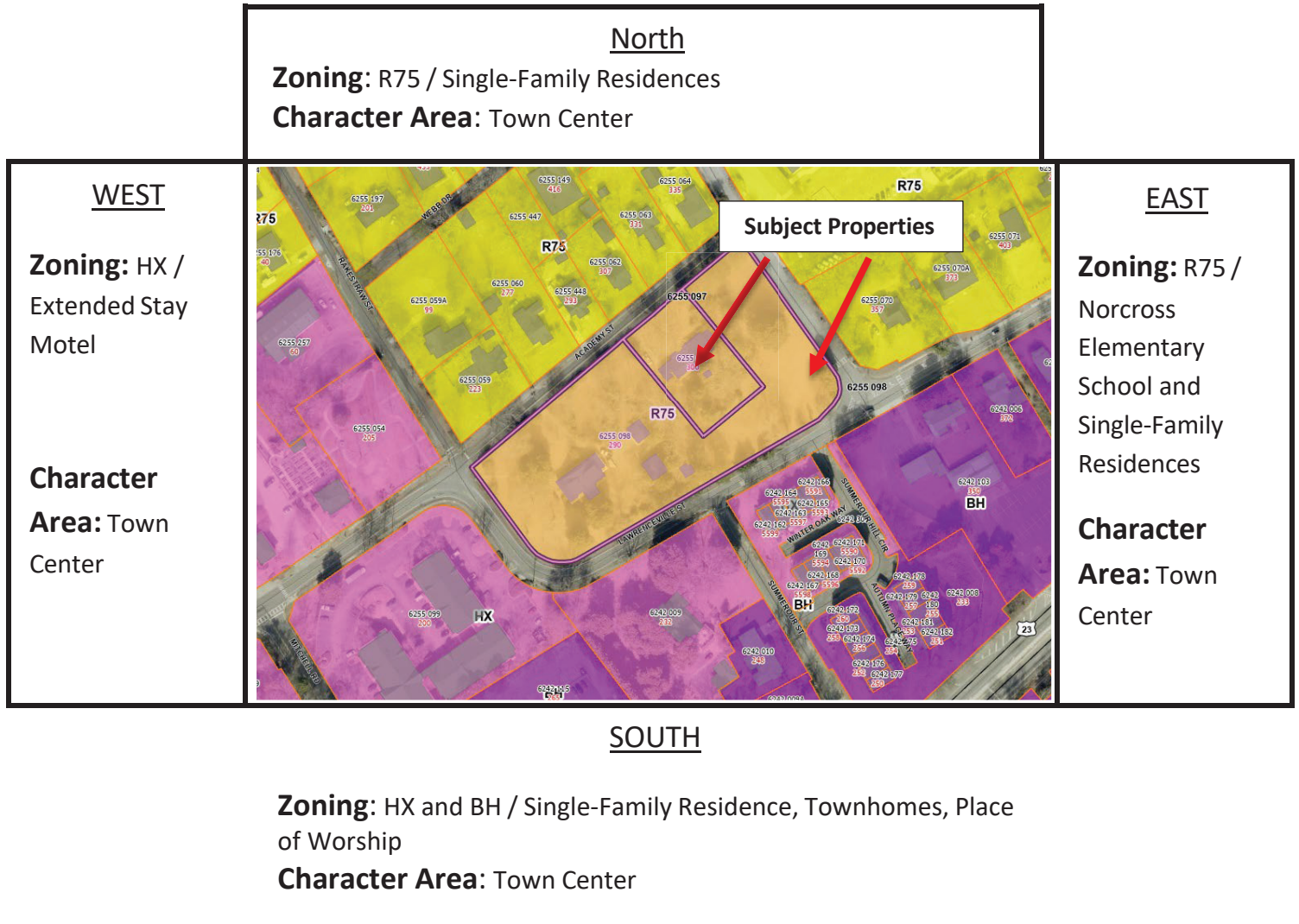
The proposal is in conformity with the policy and intent of the Comprehensive Plan. The subject parcel is located within the Town Center Character Area. Planned Residential Communities are supported in the Town Center Character Area and are defined as residential developments whose essential features 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.

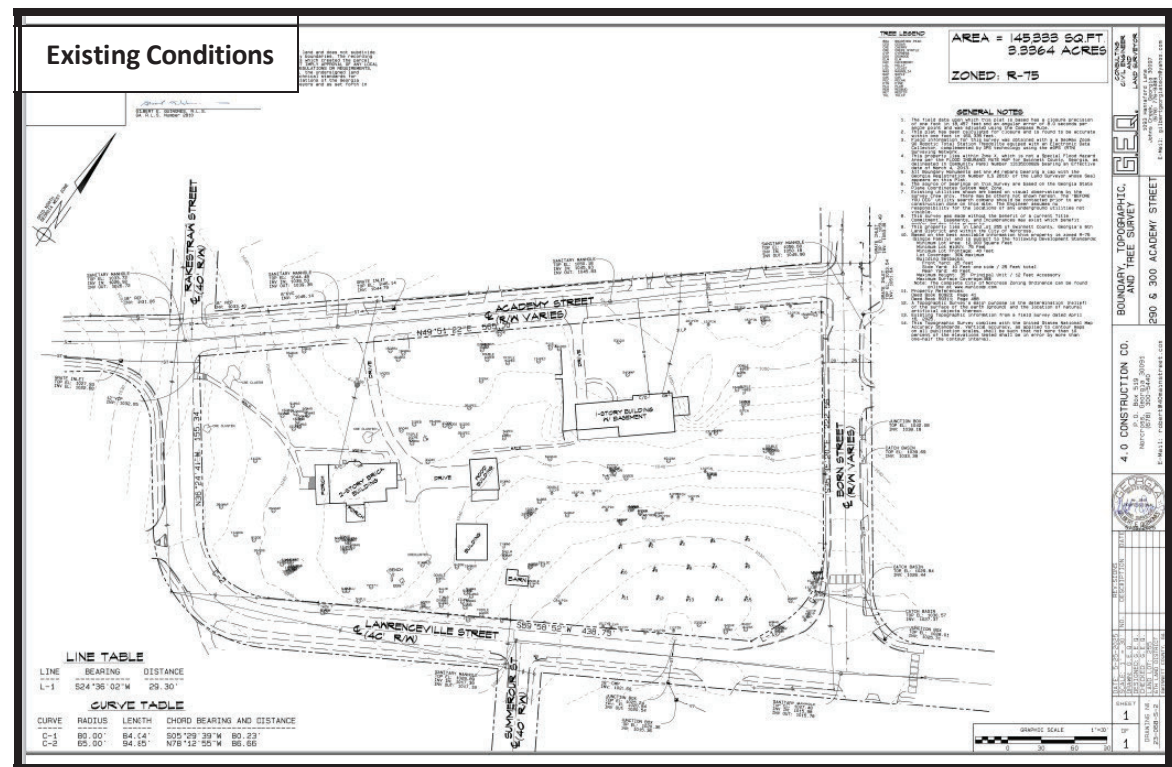
6) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

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 2 nd Floor
P&Z	Hearing	3/4/2026	6:30 PM	Conference Room 2 nd Floor
MCC Policy	Meeting	3/16/2026	6:30 PM	Conference Room 2 nd Floor
MCC Regular	Hearing	4/6/2026	6:30 PM	Council Chambers 1 st Floor







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."

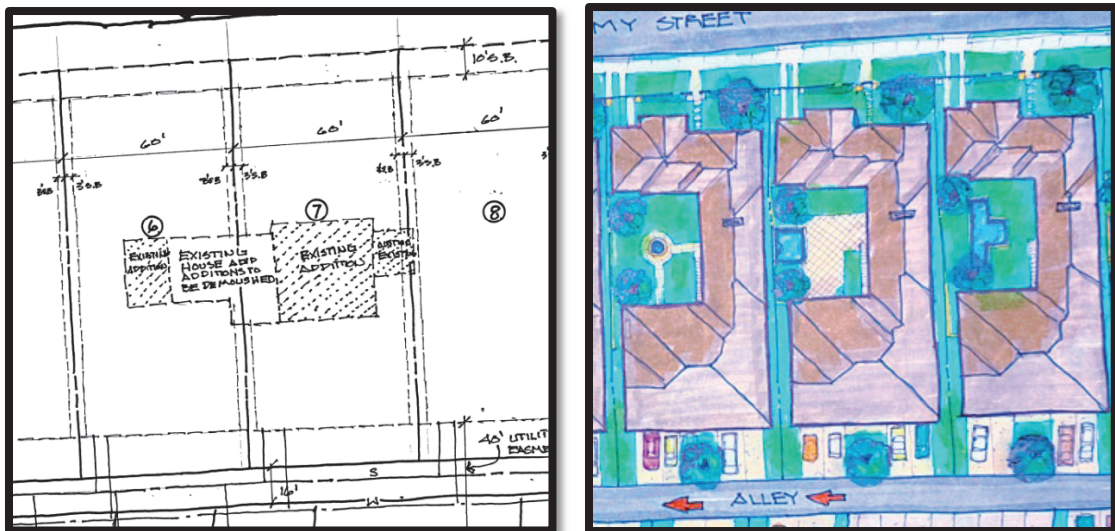
2. Second, the ARB will need to determine the feasibility of rehabilitating the dwelling for use; and
3. Third, the ARB will need to review the financial statement confirming finances are sufficient for the developer to construct the proposed product.

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. _____

Cell Phone: _____

Email: _____

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: _____

Email: _____

PROPERTY LOCATION

Tax Parcel Number(s): _62_55_-09.....;7,_62_55_-09_B Size in acres: _3._3_5_ac_r_es

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: _P_RD

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 ¹he house at 290 Academy Street.

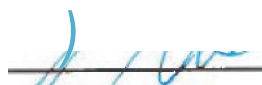
Proposed Use Details:

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.
- O. **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 Rezoning**-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.



 Signature of Applicant

11/16/20

 Date

ATTY 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 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 benefit 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 than 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 downtown,

CONFLICT OF INTEREST CERTIFICATION FOR REZONING\$

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.

 11/14/2024 Robert Forro, City of Norcross Mayor
SIGNATURE OF APPLICANT DATE TYPE OR PRINT NAME AND TITLE

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

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 (UST 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.

**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 its 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.

GILBERTE. 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

Letter to Robert Forro
December 24, 2025
Page two

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,

\$4  --7

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,

A handwritten signature in black ink, appearing to read 'Sam Dahabreh', followed by a horizontal line.

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)? D 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": RWC, L... AOD Lo, (Lt=: MAR.>t> Co, <...pl IN'(L Wv tv o bws, PC>5eD \...t;.C F O 10 .9 -nP W
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": L b. \:) 60 '-1..65, E?° 0L...01!= C'2.ilu1...i H oBc-C f=i' t. U I= ? 'i;- (tv W 'I k.PO /(U)"-IS f;_ i>cit\<-.i. LP "\ ,IJ F!, (tC, IL!=, t:> / 1 00 (-Uf. It) -
4.	Provide a brief description of the future use, 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): s 1'i2.U c. tuCZE. W II)... ALvou..) tt+e co 112u cnt1u oi:: ist1 Homsb W ,rr+ MOIQJ;. I→I"zfl:>CUCAt- DE.5,iLol-J fGE. A-TU'<.E:5

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: C/JA->T12uc-T\ oA..) i L l.	Address: P.D.P.> OX <;1C\ ofa'.! ?C6'S, CoA 009.(
	Phone: ID70- "700 • c;.d.4 O	Email: G>1 a° .3od - 440
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.//

Da?i/ztl

Applicant Name (Print):



Pre-Deconstruction Inspection Checklist

Applicant Name:

1/4 p e (l.f' Ft.:e. ?

Date:

1/28/12

Address:

500

CA

61--

Year Built: ? 1 1 CS 0

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: <u> </u>	Lighting fixtures: ☐ Yes ☐ No QTY: <u> </u>
Plumbing fixtures: ☐ Yes ☐ No QTY: <u> </u>	Working appliances: ☐ Yes ☐ No QTY: <u> </u>
Hardwood flooring: ☐ Yes ☐ No QTY: <u> </u>	Cabinets: ☐ Yes ☐ No QTY: <u> </u>
Windows: ☐ Yes ☐ No QTY: <u> </u>	Countertops: ☐ Yes ☐ No QTY: <u> </u>
Wall Studs: ☐ Yes ☐ No QTY: <u> </u>	Brick: ☐ Yes ☐ No QTY: <u> </u>
Stone: ☐ Yes ☐ No QTY: <u> </u>	Other Materials: ☐ Yes ☐ No QTY: <u> </u>

Notes: Staff completed a deconstruction inspection on 1/30/2012.
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	<table border="1"> <thead> <tr> <th>Altered:</th> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td> <table border="1"> <thead> <tr> <th>Additions:</th> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td></td> <td>extensive side</td> <td></td> </tr> </tbody> </table> </td> <td></td> <td></td> </tr> <tr> <td>Moved:</td> <td>Description</td> <td>Date</td> </tr> <tr> <td>Destroyed:</td> <td>Description:</td> <td>Date:</td> </tr> </tbody> </table>	Altered:	Description	Date	<table border="1"> <thead> <tr> <th>Additions:</th> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td></td> <td>extensive side</td> <td></td> </tr> </tbody> </table>	Additions:	Description	Date		extensive side				Moved:	Description	Date	Destroyed:	Description:	Date:
Altered:	Description	Date																	
<table border="1"> <thead> <tr> <th>Additions:</th> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td></td> <td>extensive side</td> <td></td> </tr> </tbody> </table>	Additions:	Description	Date		extensive side														
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																			

r

and Material	<u>No chimney observed</u>
Item 20. Type Of Construction	<u>Balloon frame/platform frame</u>
Item 21. Exterior material(s)	Brick-Running bond/veneer/stretcher-tv1achine-made/pressed
Item 22. Foundation material(s)	Concrete
Item 23. Porches	<u>Stoop [Front] (1 story) [Partial] (Concrete) [Gable]</u>
Item 24. Windows	<u>Double-hung sash (Flat-headed) (1/1) (Rectangular)</u> Double-hung sash [Flat-headed] (2/2) [Rectangular] Fixed [Flat-headed] [Rectangular]
Item 25. Additional physical description	1 win<!°ws are in the addition; fixed windows has 1 light; 1 Chicago style window, small right carport add1t1on and large left sunroom addition with patio- <u>decorative metal porch supports</u>
Item 26. Pictures	<u>Resource 109-a.jpg (109k)</u> <u>Resource 109-b.jp g(101k)</u> <u>Resource 109-c.jRg (105k)</u>
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	<u>Number of Buildings:</u> 1 <u>Number of Structures:</u> 0 <u>Number of Outbuildings:</u> 0 <u>Number of Sites:</u> 0 <u>Number of Landscape features:</u> 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 hlst_ory	
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

L

r

Item 38. Date Of Survey	<u>Survey</u> <u>Resurvey</u>
	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
	<u>Zone</u> <u>Easting</u> <u>Northing</u>
Item 41. UTM Reference and XY Coordinates	<u>16</u> <u>758030</u> <u>3759246</u>
	X Coordinate Y Coordinate
	-84.208208442114 33.943833852257
Item 42. Tax map number	6255 097
Item 43. Recognition and Date	<u>Recognition</u> <u>Date</u>
	National Register [District] 1980
Item 43. State Agency	
	<u>Condition</u> <u>Due To</u> <u>Threatened By</u>
Item 43. Condition	Fair Structure

C

- **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.

L

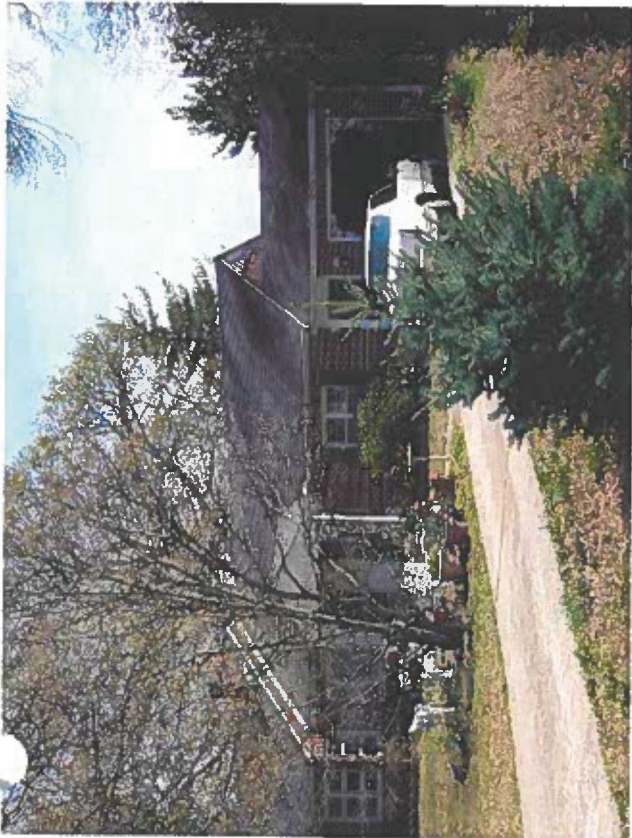


Photo 1: 206848



Photo 2: 206848

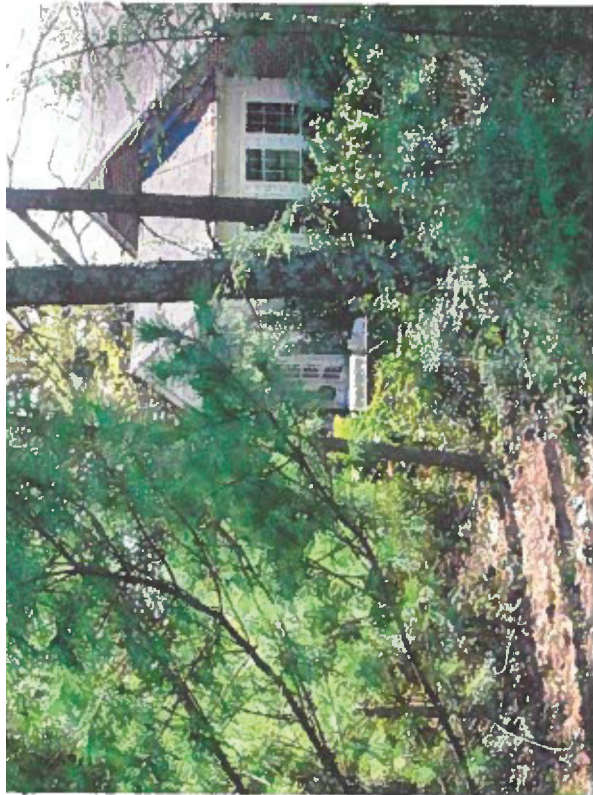


photo 3: 206848

Norcross Survey- Terracon Project No. 49075602

Date Photos Taken: March 2007

REVISION TABLE		NUMBER	DATE	REVISION BY
		DESCRIPTION		

ALL LOT SIZES AND SETBACKS
DRAWING DEPICTING

CONCEPT PLAN
FOR
CUSTOM DESIGNED SINGLE FAMILY HOMES

ROBERT H. FORRO
DRAWINGS PROVIDED BY:

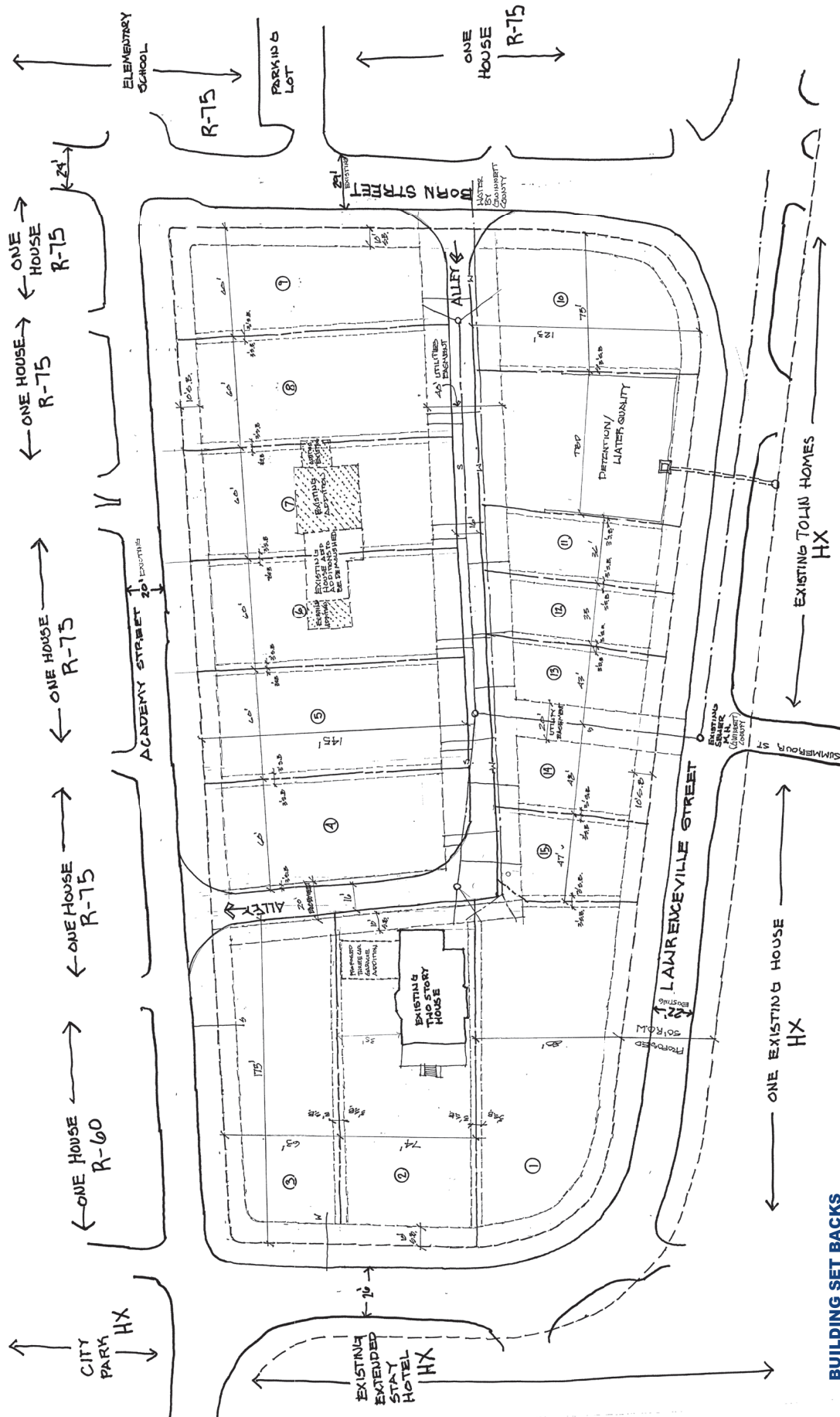
DATE:

11/18/25

SCALE:

SHEET:

P-1



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.



P-2

SHEET:

SCALE:

DATE:

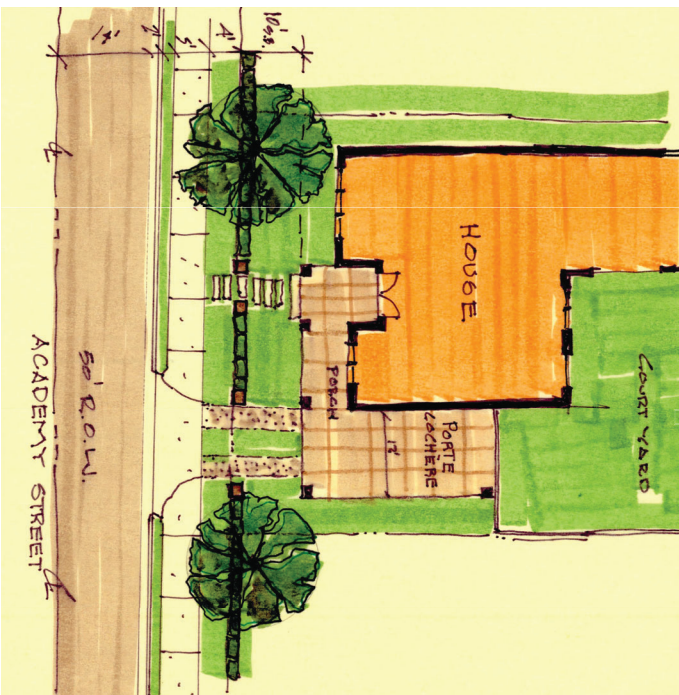
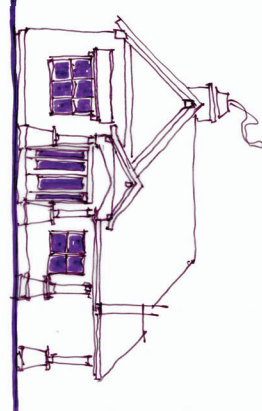
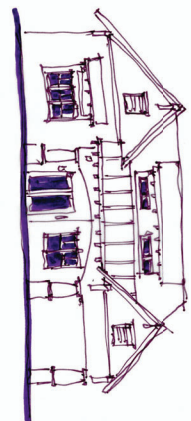
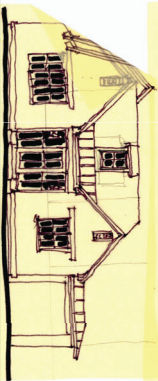
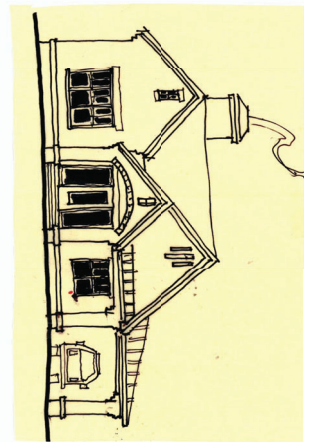
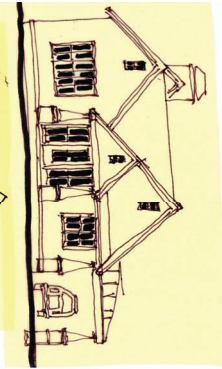
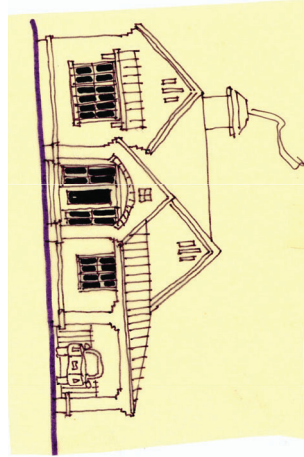
11/18/25

DRAWINGS PROVIDED BY:
ROBERT H. FORRO

CONCEPT PLAN
FOR
CUSTOM DESIGNED SINGLE FAMILY HOMES

**DRAWING DEPICTING
CONCEPTUAL LAYOUT
OF POTENTIAL HOUSE
DESIGNS**

REVISION TABLE			
NUMBER	DATE	REVISION BY	DESCRIPTION



REVISION TABLE		
NUMBER	DATE	REVISION BY / DESCRIPTION

CONCEPTUAL HOUSE SKETCHES
FOR VARIOUS LOT CONFIGURATIONS
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

P-4

SHEET:

SCALE:

DATE:

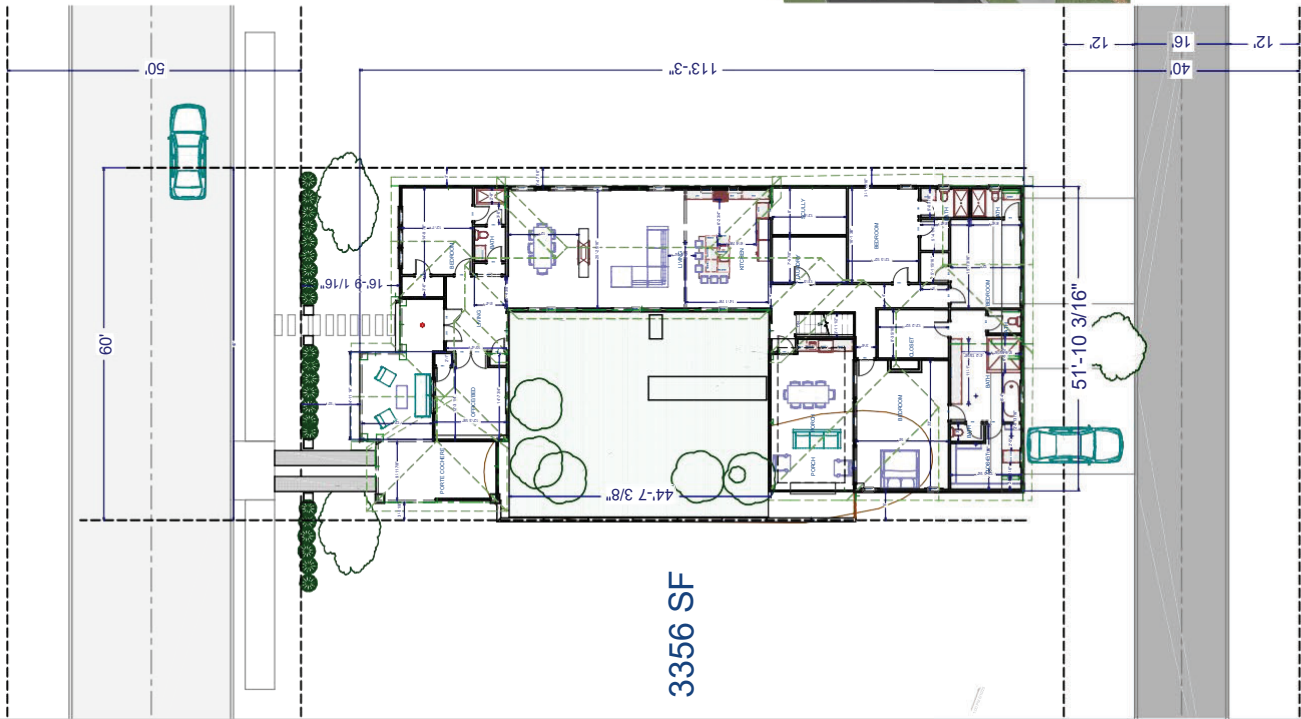
11/18/25

DRAWINGS PROVIDED BY:
ROBERT H. FORRO

CONCEPT PLAN
FOR
CUSTOM DESIGNED SINGLE FAMILY HOMES

CONCEPT PLANS FOR
POTENTIAL COURTYARD
DESIGNED CITY HOME.

REVISION TABLE			
NUMBER	DATE	REVISION BY	DESCRIPTION



[illegible]

GENERAL NOTES

- [illegible]

GRAPHIC SCALE 1

A horizontal graphic scale bar with a black and white checkerboard pattern. It has markings at 0, 30, and 60.

BOUNDARY, TOPOGRAPHIC,
AND TREE SURVEY

90 & 300 ACADEMY STREET

GEQ. CONSULTING
CIVIL ENGINEER
AND
LAND SURVEYOR

1093 Hannaford Lane
Johns Creek, Georgia 30097
(678) 776-9489
E-Mail: gilbertgeorgiatech@yahoo.com

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

CONCEPT PLAN
FOR
CUSTOM DESIGNED SINGLE FAMILY HOMES

**CURRENT
BOUNDARY, TOPO
AND TREE SURVEY**

11/18/21
SCALE:
SHEET:

**REQUESTED CONDITIONS ADDED TO REZONING CASE RZ2025-007 ; 290
AND 300 ACADEMY STREET , NORCROSS, GEORGIA 30071
MARCH 25,2026**

**1. ALTERNATE CONDITION IF CITY COUNCIL WILL NOT APPROVE THE
PRIVATE ALLEY PROPOSED IN THE SITE PLAN**

**A. ALLEY WILL BE PUBLIC WITH A RIGHT OF WAY TO EXTEND FROM
PROPOSED BACK OF CURB TO BACK OF CURB.**

B. REAR YARD SETBACKS ON ALL LOTS SHALL BE ZERO

**C. CURBS AND GUTTERS SHALL BE SLOPED (“ROLL BACK”) CONCRETE
(SLOPE DESIGN SHALL BE DETERMINED BY OWNER/DEVELOPER)**

**D. ALLEY PAVING PITCH AND SLOPE MAY BE INWARD TO PROPOSED
CENTER STORM DRAIN**

**E. BRICK, STONE OR CONCRETE PAVERS ON A STONE BASE OR
CONCRETE BASE MAY BE USED IN LIEU OF ASPHALT FOR PAVING
MATERIAL.**

2. FRONT YARD FENCE/WALL OPTION

**A. A FENCE/WALL OPTION WILL BE ALLOWED IN ALL FRONT YARDS ON
ALL LOTS. THE DESIGN SHALL INCORPORATE METAL, BRICK, STONE
AND /OR WOOD AND LANDSCAPING OR HEDGES OR ANY MIX THERE
OF IN THE DESIGN. THE DESIGN SHALL BE THE SAME ON ALL LOTS
AND SHALL NOT EXCEED 4' IN HEIGHT .**

**B. POINTS OF ENTRY IN THE FENCE/WALLS IN FRONT YARDS SHALL
HAVE UNIQUE DESIGNS THAT MAY VARY FROM LOT TO LOT AND
SHALL NOT EXCEED 8'**

**C. WALLS ON SIDE AND REAR YARDS SHALL BE OF METAL, BRICK,
STONE, CONCRETE OR WOOD AND SHALL NOT EXCEED 10'.**



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: LeDarius Scott, AICP
Community Development & Planning Senior Planner

Meeting Date: April 6, 2026 – Regular Council Meeting (RCM)

Item No.: 2025-324

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

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

Recommendation

Approval of COA2025-027 with Architectural Review Board Recommendations.

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 recommends **approval** of COA2028-027 with the following conditions:

The existing building to be a **contributing structure** but could not be feasibly rehabilitated and therefore meets the criteria for demolition.

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

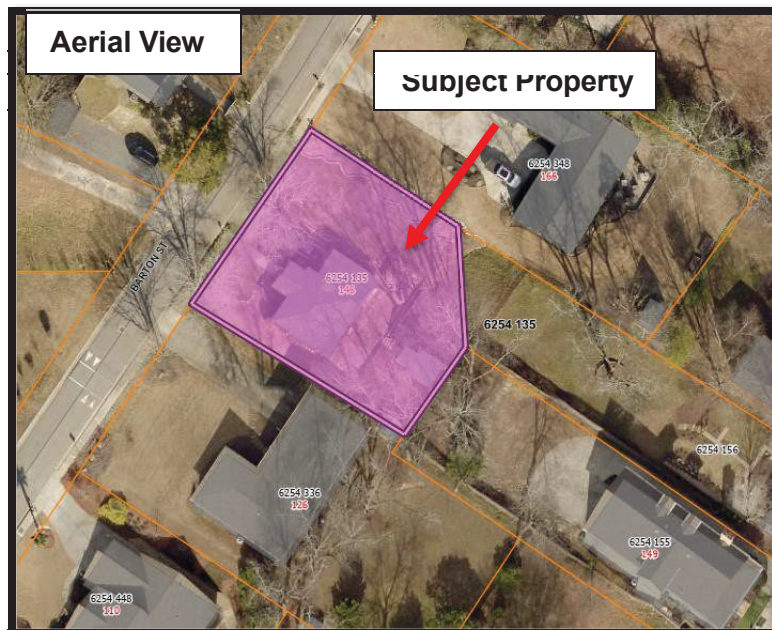
Update

The applicant, Susan Tanner, presented an updated to Mayor and Council at 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



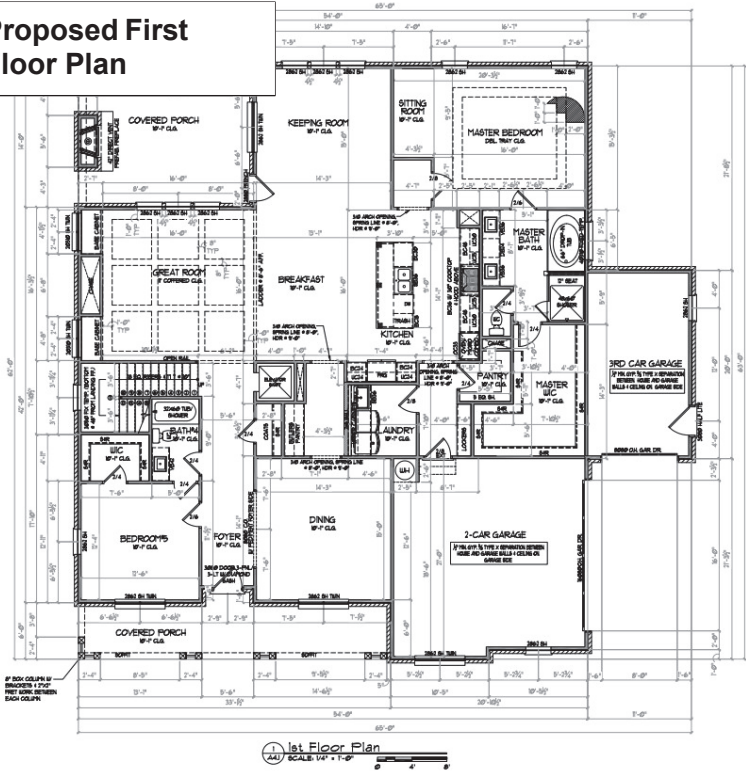
Existing Conditions (Right)



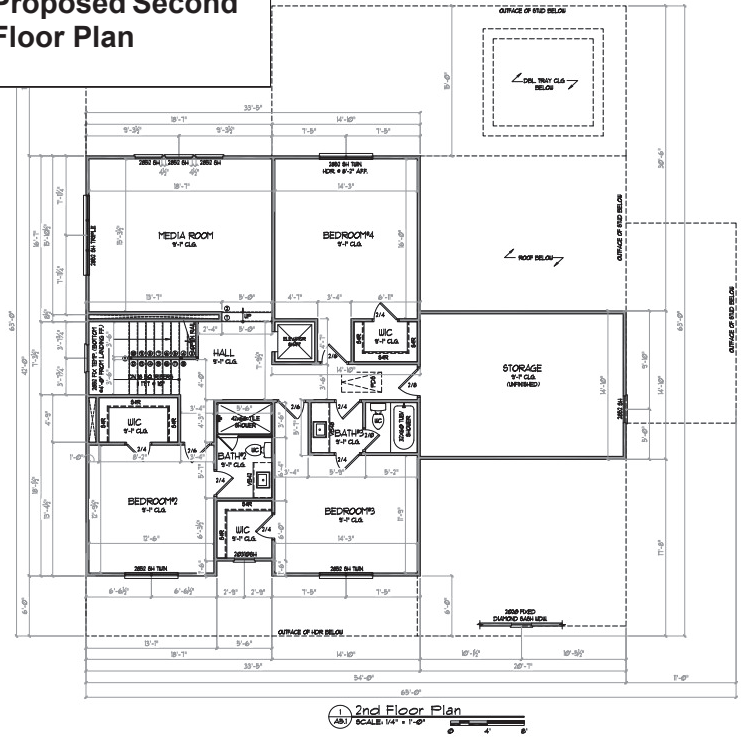
Existing Conditions (Rear)



Proposed First Floor Plan



Proposed Second Floor Plan





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.

Proposed Right Elevation



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.

Proposed Rear Elevation



Description of Proposed Rear Elevation:

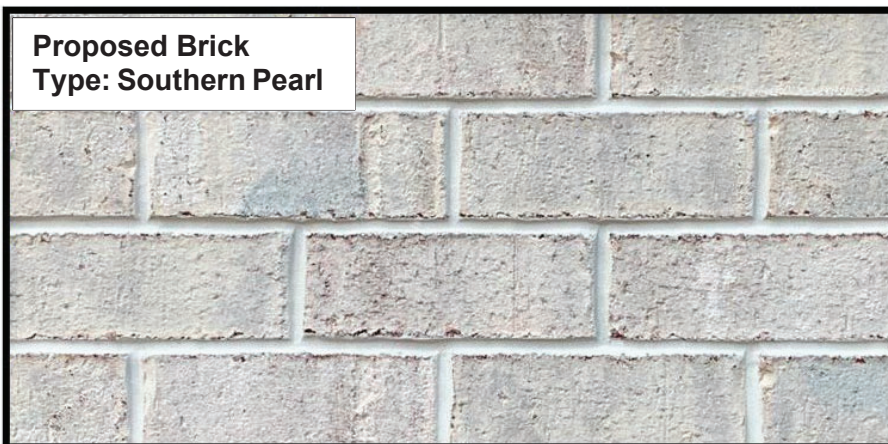
First Floor

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

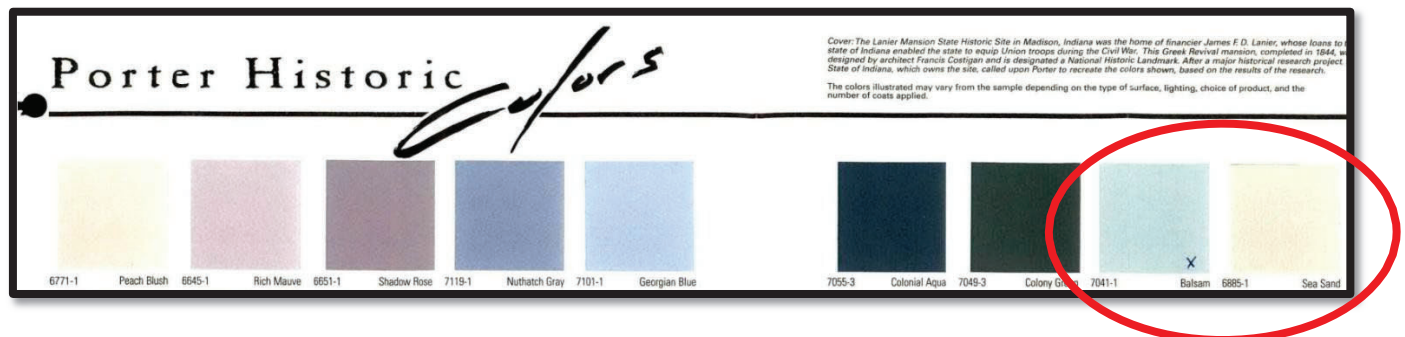
The second-floor features gable roofs made of horizontal siding and windows.

Proposed Brick Type: Southern Pearl



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		



(IN FEET)
1 inch = 40 ft.

Page 68 of 298

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:		
Address: 161 N Peachtree St	City: Norcross	State: Ga	Zip Code: 30071
APPLICANT			
Applicant Name: Susan Tanner	Phone:		
Company Name:	Email: -		
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? Ovesig:]No If yes, please list the board and reference number: _____			
OWNER'S SIGNATURE			
Signature: SusanI anner	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)		
☐	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}		
(C 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 (Fa;ade and sides)		
Component	Color (Include manufacturer's ID)	Material
Primary Fa;ade: First	Sea sand 6885-1	Brick
Primary Fa;ade:	Light blue Balsam 7041-1	Hardiplank siding
Primary Fa;ade: 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/Mull		
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:

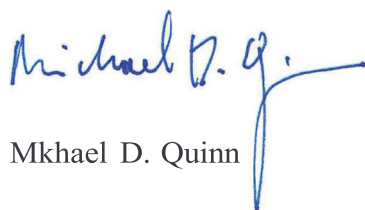
1. The lot slopes from rear-to-front. The house is in the path of and interrupts the overland flow of surface water. The grade adjacent to the house does not slope away from the foundation.
2. The crawl space does not have adequate clearance between the soil and the wood floor system. The short foundation 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 be 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.

consulting engineers

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 grounded 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 it is 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





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
		Description	Date
	Additions:	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.jQQ (96k) Resource 57-a.jpg (90k) Resource 57-c.jQQ. (92k)										
Item 27. Description of outbuildings (If any)	Implement shed										
Item 29. Description of Landscape Features	Yard setting-Casual/unplanned										
Item 30. Count	<table> <tr> <td><u>Number of Buildings:</u></td><td>1</td></tr> <tr> <td><u>Number of Structures:</u></td><td>0</td></tr> <tr> <td><u>Number of Outbuildings:</u></td><td>1</td></tr> <tr> <td><u>Number of Sites:</u></td><td>0</td></tr> <tr> <td><u>Number of Landscape features:</u></td><td>0</td></tr> </table>	<u>Number of Buildings:</u>	1	<u>Number of Structures:</u>	0	<u>Number of Outbuildings:</u>	1	<u>Number of Sites:</u>	0	<u>Number of Landscape features:</u>	0
<u>Number of Buildings:</u>	1										
<u>Number of Structures:</u>	0										
<u>Number of Outbuildings:</u>	1										
<u>Number of Sites:</u>	0										
<u>Number of Landscape features:</u>	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	<u>Survey Resurvey</u> 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 XV Coordinates	<u>Zone</u> 16 <u>X Coordinate</u> -84.214325246725	<u>Easting</u> 757461 <u>Y Coordinate</u> 33.94499124117	<u>Northing</u> 3759359
Item 42. Tax map number	6254 135		
Item 43. Recognition and Date	Recognition Date		
Item 43. State Agency			
Item 43. Condition	Condition Good	Due To Structure	Threatened By

- **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

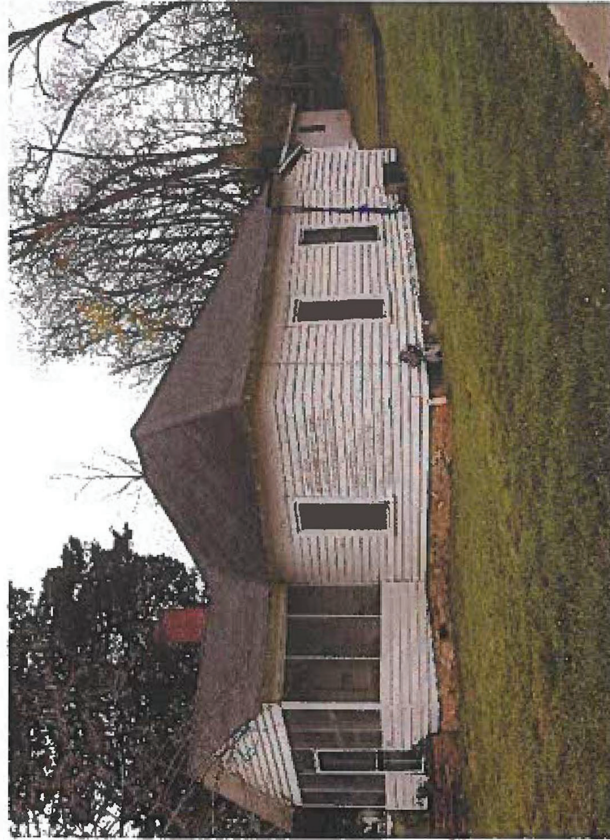


Photo 3: 206781



Historic Demolition Questionnaire

Community Development Department
678-411-2027 | 65 Lawrenceville Street, Norcross, GA 30071

If the property is located within the National or State Historic District, let, please complete this application form in addition to the Donor Incentive Permit Application.

ARCHITECTURAL INFORMATION

- 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 (0) (8)1? ☐ Yes ☒ No
- 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 as attachment "A".
Small (approx 800' sq ft) 1920s built cottage with attached single carport. See attachment A
- 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 as attachment "B".
The existing structure cannot be expanded into full size, two-story house. See attachment B
- 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 as 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 separate sheet of paper and label it as 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)

I, the undersigned, hereby made according to the laws and ordinances of the City of Norcross for permit to demolish a building, structure or part hereof located within the National Historic District as described herein or "shown on accompanying plan and specification, located as shown on accompanying plat plan and if same is entered, agree to conform to all laws and ordinances regulating same. Demolition will be completed 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 and for the foregoing, and that all the above statements are true to the best of his/her knowledge.

Applicant Name (Print):

Susananner

Signature:

Susananner

Date:

5/17/2025

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 approximately 840 sq ft and consists of an entry room with a fireplace, two small bedrooms, a kitchen that has been partially expanded to the back (the added-on extension) and a bathroom. In the same extension part of the structure. Entry is through the front porch, from the kitchen. In the front there is a small porch with the staircase.



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



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



- There is small crawl space with inadequate clearance between the soil and unprotected floor joists/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 on the back as shown on the photograph 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 on the other side of it. This extension has already settled differently from the original cottage, as seen in the photo below.



- The rainwater from the uphill houses and lots from N Peachtree St. flows under the cottage on the lot, 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 **re spaced** 20" and are supported by adjustable metal jacks 11" high in crawl space. These joists will have to be re-spaced closer to each other to meet current building code (16" max. spacing). The metal jacks will have to be removed. Most likely, the floors will need to be removed and re-installed on properly built joists.
- Short foundation walls do not permit thru-wall vents and allow for proper ventilation or the crawl space.
- The current cottage siding is made of wood mill 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 walls 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 carports structure was built on a driveway slab without proper foundations. It will need to be replaced with proper grading.
- 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.
 - 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 the 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 D1 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 roofering and other work, it will be more cost effective to prepare file existing.

sfmdPie

In summary:

- We bought the 146 N Barton Cottage with the intent of expanding it into a more spacious home to "be in place" while maintaining the integrity and preservation of the historic Norcross. After discussing our options with the builder working in Norcross (Stan Howington and Ethan Frazer) 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 without 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

[REDACTED]

[REDACTED]

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



1/28/2026

- 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 a 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 not on the historical homes register
- 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"

2

Is this a Historical Cottage? 1920s vs. now

Back then the front porch had:

- Less columns
- Thicker columns
- No railing
- 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:

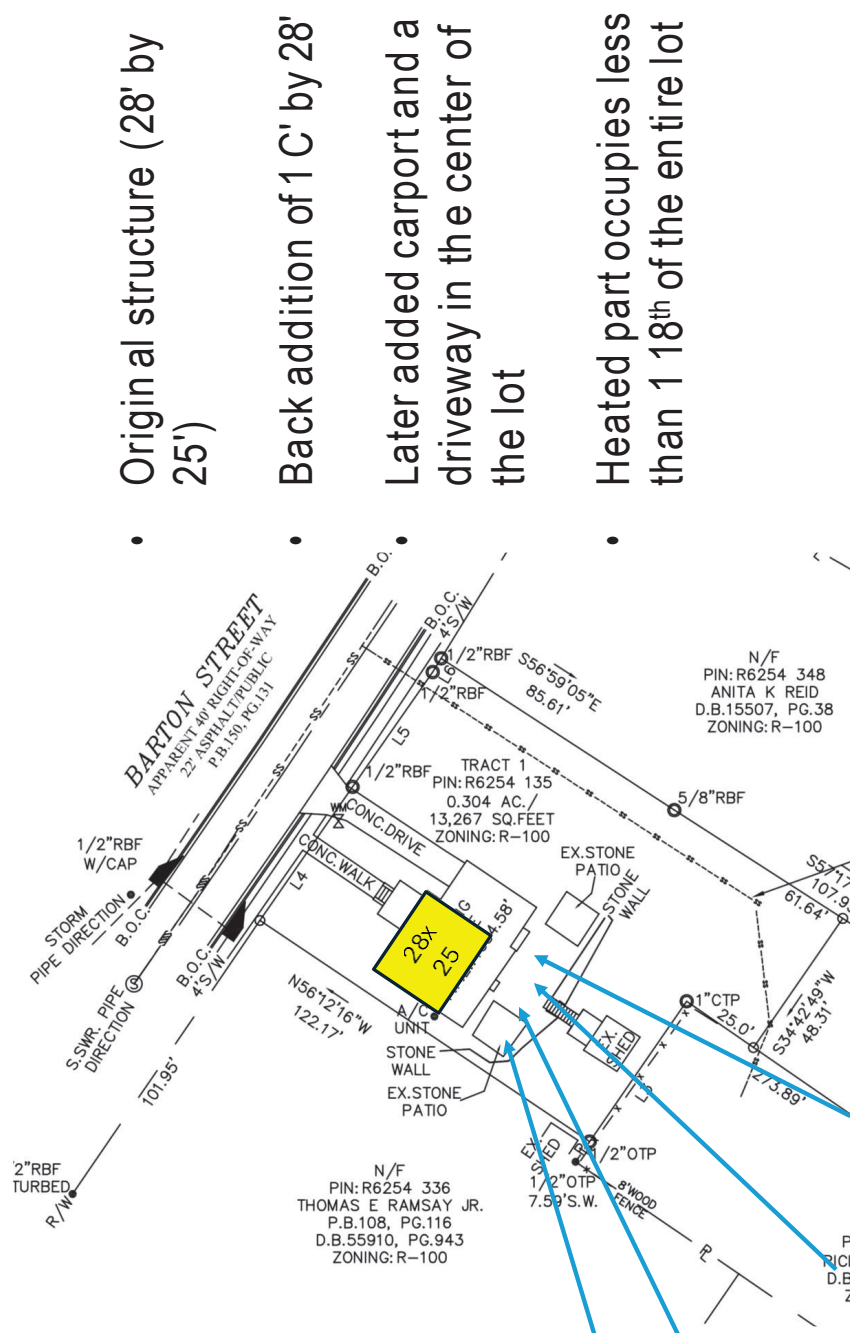
'the structure location, foundations, back additions, chimney, floor plan, and carport are not suitable for further expansion and addition of the second floor..'

1/28/2026

4

Cottage on 1 46 N Barton - Location

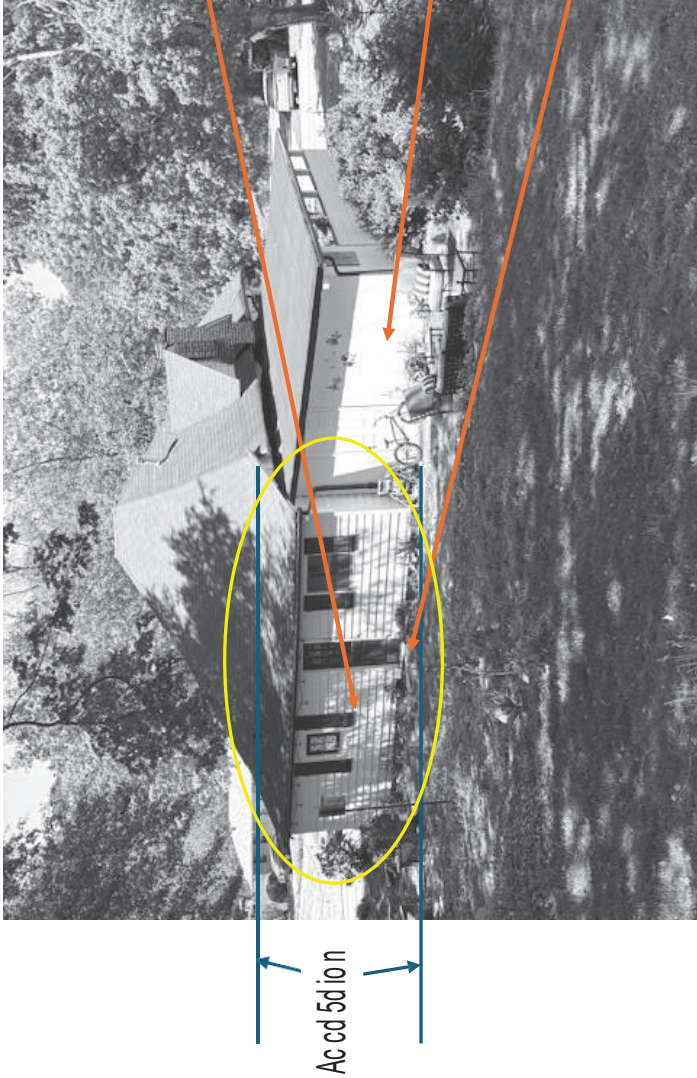
- 7 feet away from lot line
- 2 bedrooms overlooking neighbor's driveway
- Located on the bottom of a steep hill and in front of a stone wall that does not stop or redirect rainwater
- Rainwater flows towards the structure from four N. Peach tree lots



- Original structure (28' by 25')
- Back addition of 1 C' by 28'
- Later added carport and a driveway in the center of the lot
- Heated part occupies less than 1 18th of the entire lot

1/28/2026

Cottage Additions

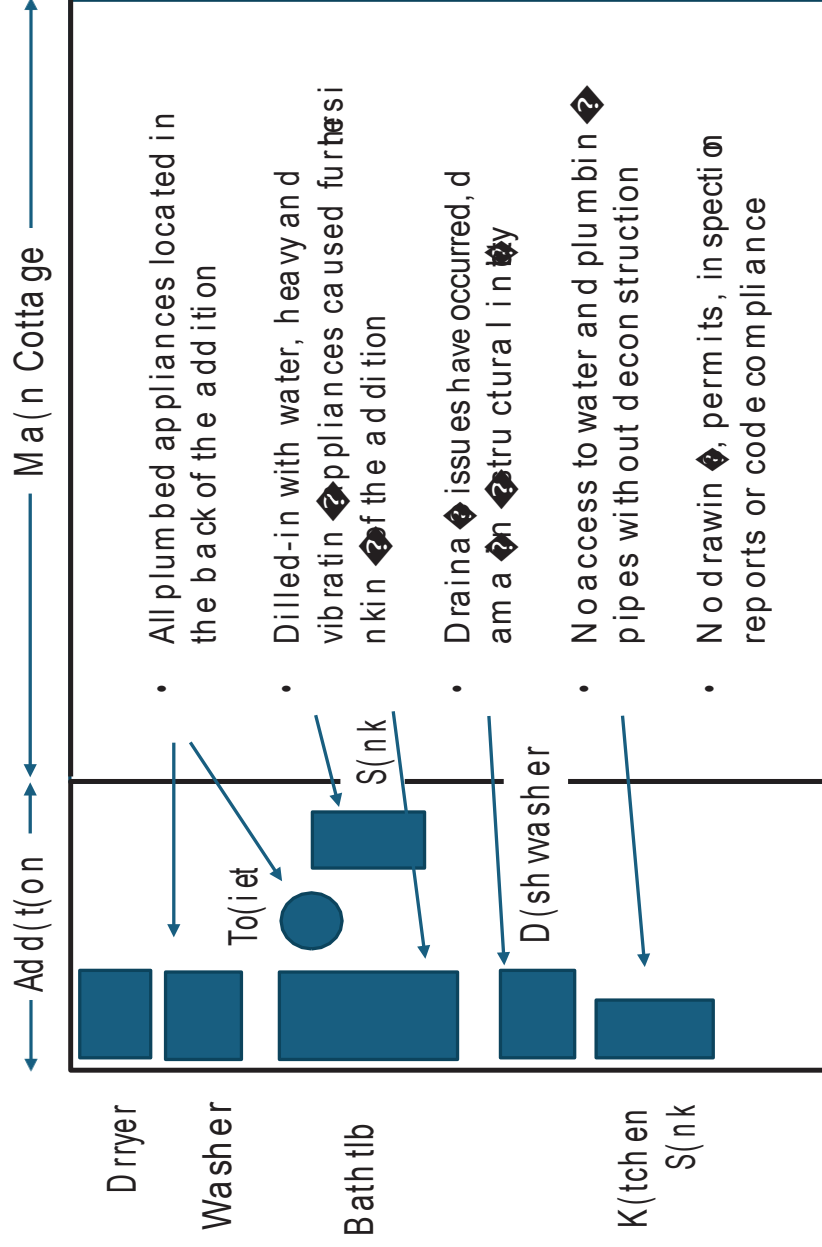


- 10' by 18' addition in the back was built at later time and contains:
 - Half of the kitchen floor, including farmhouse sink, range and dishwasher
 - Sole bathroom with entry from the kitchen with a big bathtub
 - laundry room with entry from the bedroom
- Side carport with a water heater located in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

1/28/2026

6

Inside the Back Addition - Weight Issues

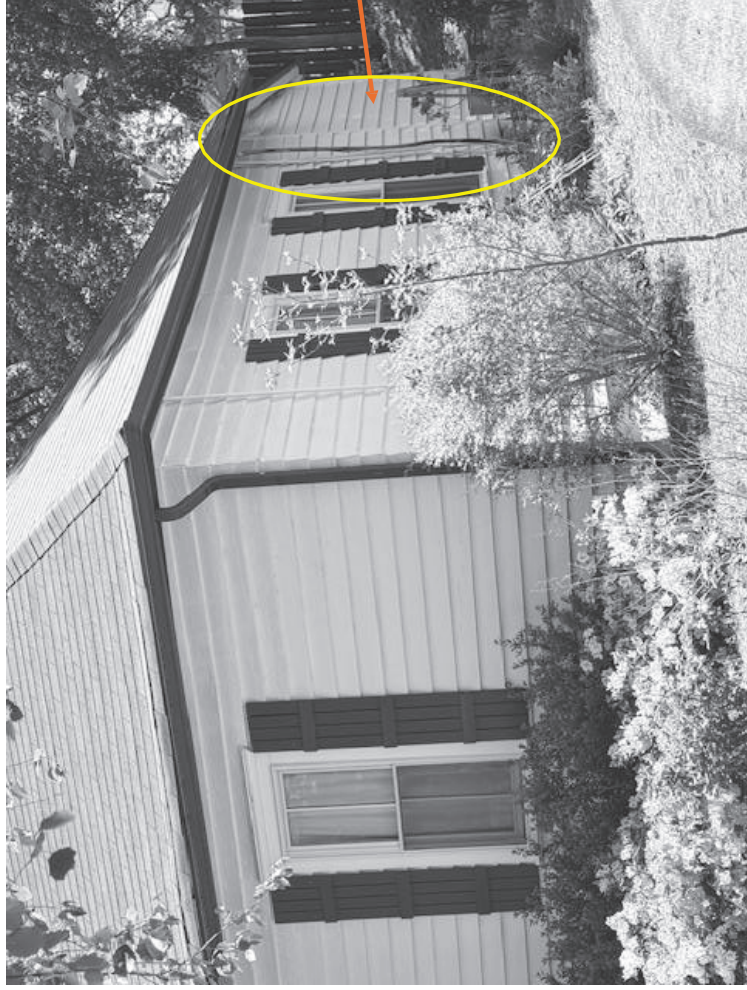


1/28/2026

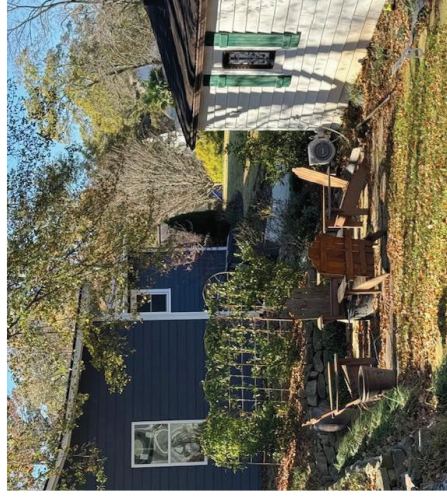
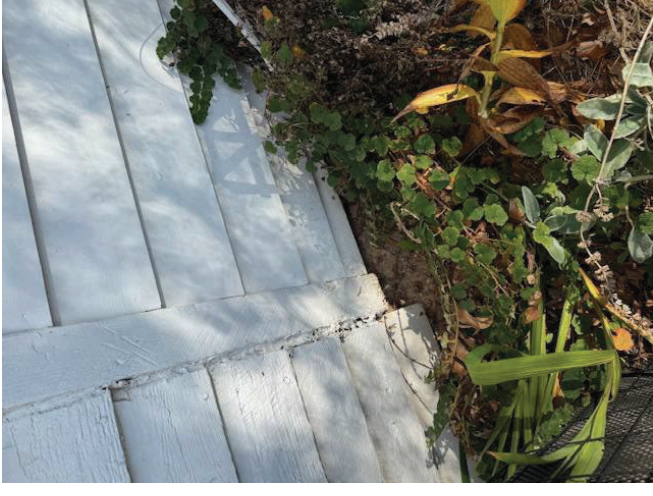
7



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**



1/28/2026

Wall of the Back Addition



Rottin Wood Sidin and

1/28/2026

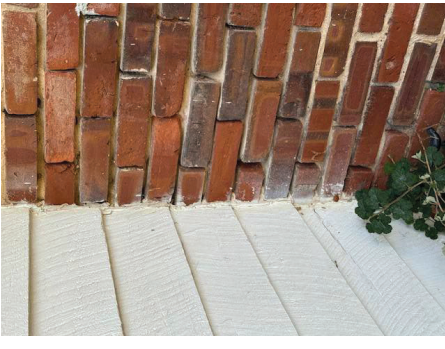


Wall Touches the Ground. No draina

Rainwater flows under the structure
causin collapse and mold

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



1/28/2026



- 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**



1/28/2026



12

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 fall

1/28/2026

13

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 ¹

1/28/2026

Roor Support - Structural Hazard



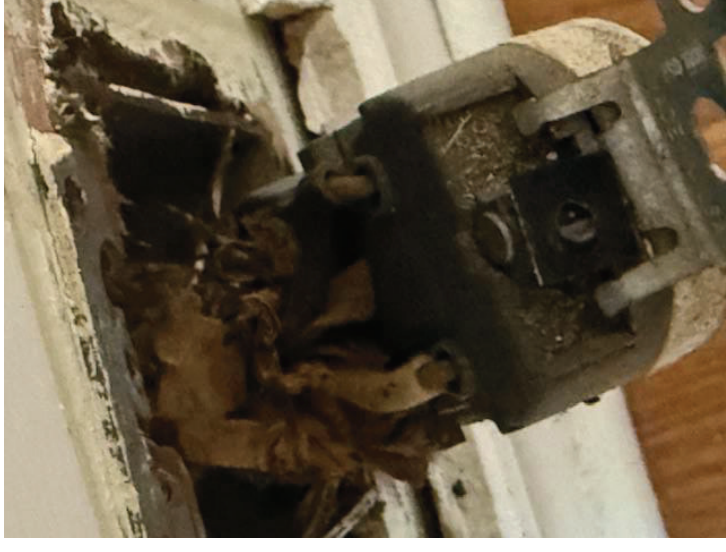
- Where wooden props were installed, the floor joists are propped up with stones, bricks and rocks
- These supports may crumble under heavy weight causing floor and internal walls collapse
- Side foundation wall is cracked and crumbling
- No inspection reports
- No code compliance

1/28/2026

15

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



1/28/2026

17

Electrical Panel - Safety and Fire Hazard

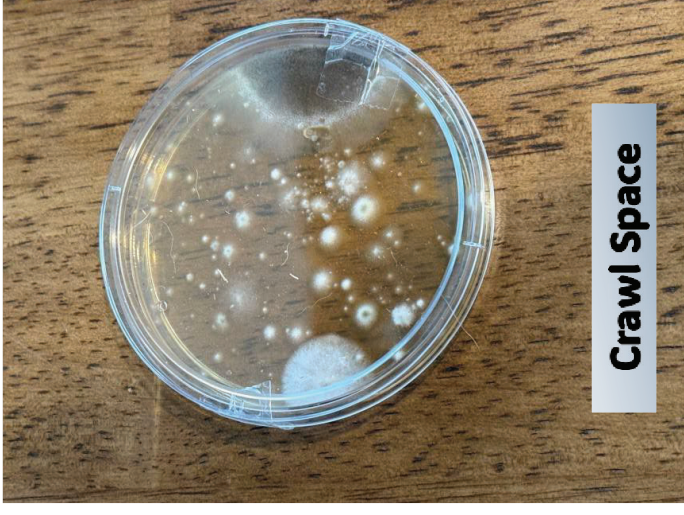
- Located in the bedroom
- Cloth shrouded wiring
- Skipped return and ground connections
- Safety and fire hazards
- 'this would never pass my inspection' - city inspector

1/28/2026



18

rvold nm de Cottage and Crawl Space - rvajor Health Hazard



- Aspergillus and Penicillium mold on Agar Petrie Dishes .more than six colonies per dish considered dangerous) growing after exposure 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**

1/28/2026

20

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

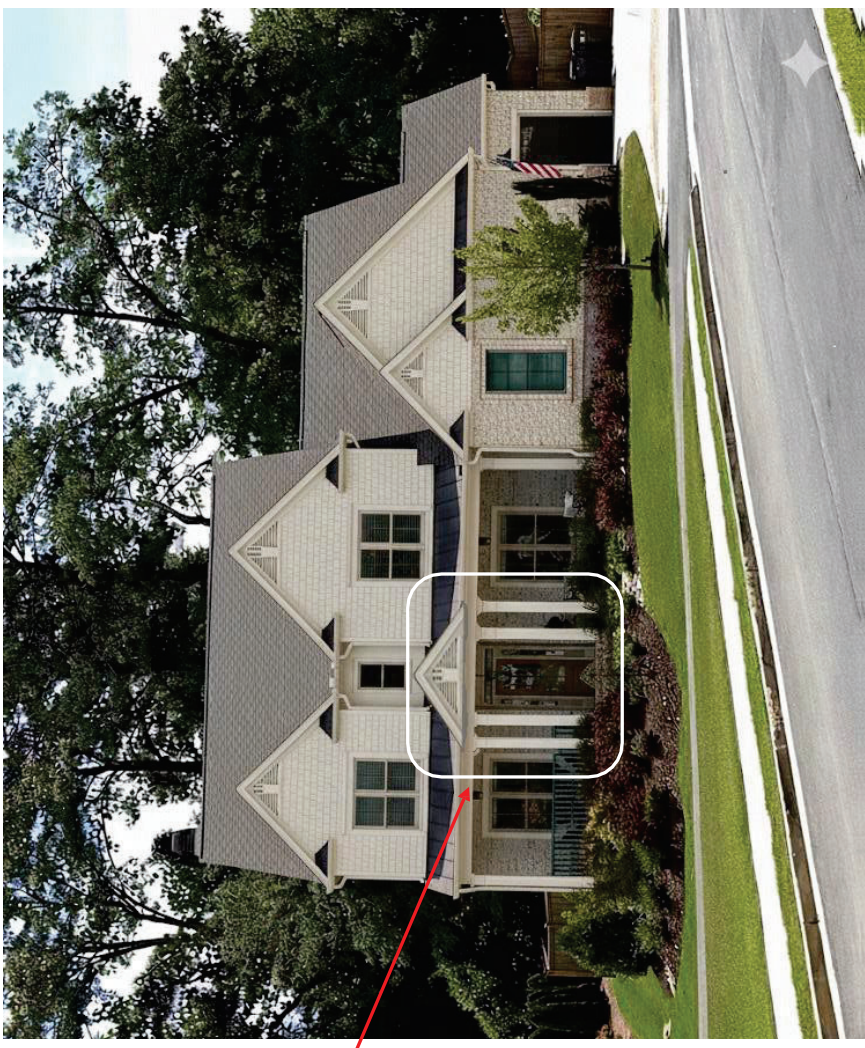
- On slab, no crawl space, no basement
- Similar in style and size to newer homes on Barton St, and to recently built houses in all of Norcross, including historic district
- Unanimously approved by city's Planning and Zoning departments and ARB of Norcross
 - No opposition to demolition once structural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

1/28/2026



Proposed Replacement House

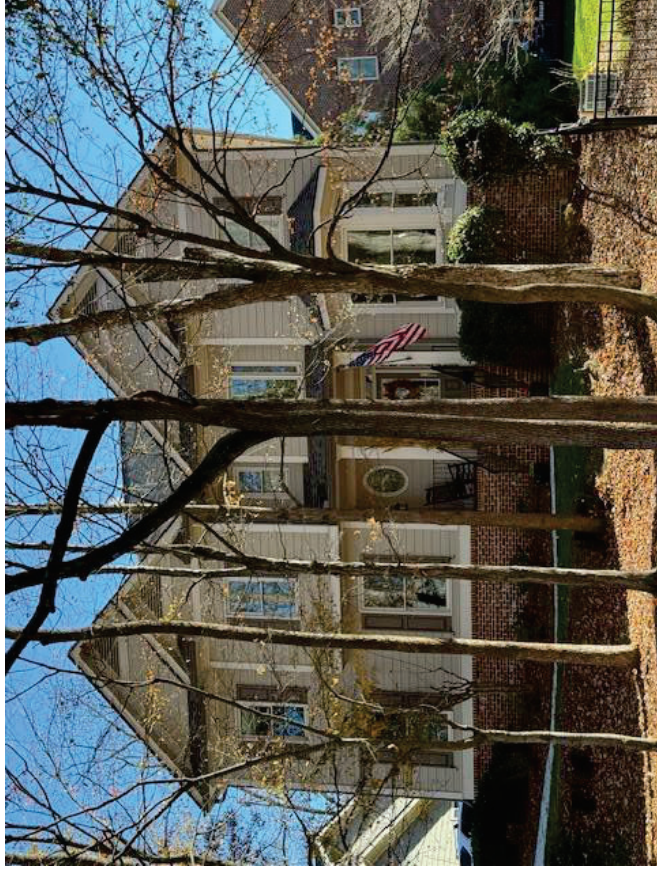
- Beige brick on main floor and herringbone siding on the second floor
- Victorian in style:
 - Front porch copied from the existing cottage, extended forward with its own gable roof
 - Wide integrated front porch with columns
 - Decorative accents under the gables
 - Decorative window glass grills
- 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
- Blevator to the second floor
- Wheelchair accessible



1/28/2026

24

Newer Homes Nearby



88 N Ba ton St

3 eve s

4/3 5 beds/baths

3790 sq ft

1/28/2026



61 N Ba ton St

4 eve s

5/4 beds/baths

3950 sq ft

25

Newer 1-bmes Nearby



110 N Ba ton 3 eve s
4/2 5 beds/bath s 2420 sq ft

1 /28/2026



150 Bt.chanan 3+ eve s
4/4 5 beds/baths 4210 sq ft

26

Other Newly Built Homes Nearby

203 Sl.nset 4/4 3020 sq ft
155 Bl.chanan 4/4.5 5520 sq ft
297 N Peachtree 3/3.5 3790 sq ft
2848 Of6e Av 4/3 3257 sq ft
2858 Of6e 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

Out-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

1/28/2026



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.

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

Meeting Date: April 6, 2026 – Regular Council Meeting (RCM)

Item No.: 2026-122

Title: Amendment of Urban Redevelopment Plan

CC: Eric Johnson, City Manager

Requested Action:

A motion to amend the Urban Redevelopment Plan as presented.

Background:

The Urban Redevelopment Law requires that the City adopt a plan for future redevelopment opportunities and goals. To best position the Public Safety Building's acquisition and development by the Urban Redevelopment Agency, an amendment to the redevelopment plan that specifically identifies the building and its benefits to the surrounding area is necessary. The plan amendment proposed here describes the pre-existing library building, its demolition, and the redevelopment of the site into the Public Safety Building (PSB).

The proposed amendment identifies the environmental and structural issues associated with the prior building and the layout challenges associated with Stevens Road. Additionally, the plan identifies the desirability of anchor institutional buildings along Buford Highway.

The PSB provides an opportunity to provide an attractive state of the art building that will extend professional and institutional uses beyond Norcross's historic downtown core. Additionally, the PSB offers opportunities for increased safety and community resources which will further the plan's identified goals of providing safe and attractive community-based development within this area.

The plan amendment also identifies the financing opportunities envisioned to complete the project.

Plan amendments require a public hearing with comments from the public and the Council should address a plan that best envisions its future use of the URA in connection with this project.

Budget Impact:

The plan amendment itself will have no budget impact. The bonding provisions, which will be separately addressed, will have budget impacts if approved.

Attachments:

Resolution Amending Urban Redevelopment Plan

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN AMENDMENT TO THE URBAN REDEVELOPMENT PLAN OF THE CITY OF NORCROSS; TO APPOINT AND REAPPOINT COMMISSIONERS FOR THE NORCROSS URBAN REDEVELOPMENT AGENCY; AND FOR OTHER PURPOSES

WHEREAS, the City of Norcross (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing public services to citizens located within the corporate limits of the City; and

WHEREAS, pursuant to a resolution adopted on July 1, 2024 by the Mayor and Council of the City (the “URA Resolution”), it was determined that one or more pockets of blight exist in the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary to the interest of the public health, safety, morals, or welfare of its residents; and

WHEREAS, pursuant to the Urban Redevelopment Law, O.C.G.A. §36-61-1 *et seq.* (the “Act”) and the URA Resolution, the City (i) prepared, approved and adopted a redevelopment plan (the “2024 Urban Redevelopment Plan”), (ii) created and established the Norcross Urban Redevelopment Agency (the “Agency”); (iii) designated the Agency as the entity to exercise those “urban redevelopment powers” of the City under the Act which are not retained by the City pursuant to O.C.G.A. §36-61-17(b), and (iv) appointed initial commissioners for the Agency; and

WHEREAS, the City desires now to amend and modify its existing 2024 Urban Redevelopment Plan in order to approve the acquisition, construction and equipping of a public safety and administration facility constituting an “urban redevelopment project,” under the Act, located in Character Area 6 (described in the 2024 Urban Redevelopment Plan), in order to promote public safety, development and employment opportunities within the Redevelopment Area (described in the 2024 Urban Redevelopment Plan) as authorized under O.C.G.A. § 36-61-7; and

WHEREAS, an amendment to the 2024 Urban Redevelopment Plan (the “Plan Amendment”) was considered and discussed at a public meeting and is attached to this resolution as Exhibit “A”; and

WHEREAS, the City has held a public hearing on this date concerning the approval of the Plan Amendment, and notice of such public hearing was duly published in a newspaper having a general circulation in the area; and

WHEREAS, in addition, the City desires to make appointments and reappointments to the board of commissioners of the Agency pursuant to the URA Resolution and Section 36-61-18 of the Urban Redevelopment Law.

NOW THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF NORCROSS HEREBY RESOLVE AS FOLLOWS:

Section 1. Declaration of Need. The Mayor and City Council of the City hereby find, confirm and resolve that one or more areas exist within the City that constitute pockets of blight within the meaning of the Urban Redevelopment Law, and that the rehabilitation, conservation or redevelopment, or a combination thereof, of such areas is necessary in the interest of the public health, safety or welfare of the residents of the City as such areas are appropriate for urban redevelopment projects.

Section 2. Approval of Plan Amendment. The Mayor and Council of the City hereby approve the Plan Amendment, which amends the 2024 Urban Redevelopment Plan, in the form attached hereto as Exhibit “A”.

Section 3. Appointments. The Mayor and Council of the City further resolve that there are hereby appointed or reappointed as commissioners of the Norcross Urban Redevelopment Agency the following named persons, each of whom is found to be authorized to serve as a commissioner pursuant to the Urban Redevelopment Law, and commissioners are appointed, as applicable, to the offices indicated:

<u>Names</u>	<u>Office</u>	<u>Expiration of Term</u>
Craig Newton	Chair	01/01/2030
Bruce Gaynor	Vice Chair	01/01/2030
Josh Bare	Secretary	01/01/2030
Marshall Cheek	Member	01/01/2030
Andrew Hixson	Member	01/01/2030
Matt Myers	Member	01/01/2030

Notwithstanding the foregoing, the term of a commissioner who is also a member of the governing body of the City shall end when such commissioner or director is no longer a member of such governing body of the City, and the person taking the place of such member on the governing body of the City shall be automatically appointed as a commissioner of the Norcross Urban Redevelopment Agency.

Section 4. Conflicting Resolutions. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. Documents. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

Section 6. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.

Section 7. Effective Date. This Resolution shall be effective immediately upon the date of its adoption by the City Council and Mayor.

SO RESOLVED, this 6th day of April, 2026.

CITY OF NORCROSS, GEORGIA

By: _____
Craig Newton, Mayor

Attest: _____
Monique Philip, City Clerk

EXHIBIT “A”

AMENDMENT TO NORCROSS URBAN DEVELOPMENT PLAN

The 2024 Urban Redevelopment Plan of the City of Norcross dated as of July 1, 2024 is hereby amended as follows:

1. The section of the Plan under the heading “**Structures to be Demolished or Rehabilitated**” is hereby amended by deleting the first two paragraphs of such section and inserting in lieu thereof the following:

The former library site located at 6025 Buford Highway ceased operations in or around 2020 after being relocated within the City. Since then, the building was vacant and unutilized. Instances of vagrancy and graffiti were not uncommon on the property. Given the property’s proximity to the City’s historic downtown and location along the Buford Highway corridor, the City concluded that reinvestment in this community asset was desirable. Environmental issues associated with the building materials used in the former-library building made demolition of the building preferable to rehabilitation.

Since the City acquired the site it has targeted it for redevelopment and as an opportunity to make additional investment on the Buford Highway corridor. The City plans to develop and construct a new approximately 42,000 square-foot public safety building that will serve as the future home of the Norcross Police Department and Municipal Court, among other community assets. The new facility will be designed to support modern public safety operations, provide adequate facilities for municipal court operations, and will create a welcoming space for community engagement. It will include an approximately 2,600 square-foot community room, an approximately 2,600 square-foot courtroom, an approximately 1,600 square-foot Real Time Crime Center, an approximately 850 square-foot fitness center, and a defense tactics training studio for officer training.

The expanded facilities will allow the Norcross Police Department to fully leverage its technology systems, to use the new facility for recruitment advantages, and to implement community engagement programs. Similarly, the expanded facilities will provide the Norcross Municipal Court with sufficient space for court operations, as the existing Courtroom at City Hall has proven inadequate to accommodate larger calendars and the Court’s existing operations.

The existing buildings on the site have been demolished for the construction of these new facilities. No zoning changes were required for construction of the new facility, as the building is located within the Buford Highway (BH) zoning district, which permits institutional uses such as this. The new facility required the abandonment of a certain public right of way (Stevens Road), which was previously accomplished through resolution by Mayor and Council. The abandonment limits public-access points into the secure building and better aligns parking facilities and landscaping within the site to minimize the visibility of parking from Buford Highway and to emphasize the building’s architectural features over surface parking. Additionally, this new road alignment may prevent cut-through traffic from utilizing residential streets in historic downtown Norcross.

The new facility is located in the Comprehensive Plan’s Character Area 6 and will further the goals and plans for that character area by expanding public services and improving public safety. The presence of public safety officers and other professionals at the new facility may help alleviate safety concerns that are often present in areas with higher vacancy rates. The new facility is also calculated to spur new private investment and employment in Character Area 6.

This public safety project conforms to the general plan of the City as a whole and will constitute appropriate land uses within the City. The project will not require the displacement or relocation of any families or businesses.

All or a portion of the cost of the public safety project is expected to be financed by revenue bonds to be issued by the Norcross Urban Redevelopment Agency, acting as the City's Urban Redevelopment Agency, or other financing sources that may be identified.

The Norcross Urban Redevelopment Agency is expected to enter into an Intergovernmental Contract with the City to provide the financing for the public safety project, or portions thereof, which Intergovernmental Contract will provide revenues sufficient to service such revenue bonds or other financing. The approximate cost of borrowing is expected to be \$6,000,000.



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: Mayor Pro Tem Gaynor
Councilmember Myers

Meeting Date: April 6, 2026 – Regular Council Meeting (RCM)

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

Ethics Ordinance Alternative 3.11.26(5289029.1)
Ethics Ordinance V.2 2026(5281792.1)
Ethics Resolution

Update

**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 Ordinance 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. 2-311 TIME 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

**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 Ordinance 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 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

RESOLUTION 26-_____

RESOLUTION ADOPTING ETHICAL PRINCIPLELS

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



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

Meeting Date: April 6, 2026 – Regular Meeting

Item No.: 2026-89

Title: Public Safety Building Bonding Process and Approval

CC: Eric Johnson, City Manager

Requested Action:

A motion to approve the Authorizing Resolution for the Norcross URA Revenue Bond, the 2026 Intergovernmental Contract between the City and the URA, the Home Office Payment Agreement, the Limited Warranty Deed, the Validation Documents, and any other documents necessary to effectuate the placement and validation of the 2026 Norcross URA Bond.

Background:

This agenda item seeks the Council's approval of the documents necessary to place, effectuate, and validate the URA Bond associated with the City's development of the Public Safety Building (PSB).

Financing is proposed through the City's use of the Urban Redevelopment Agency (URA), an authority created by state statute that is permitted to develop, hold, and finance certain public facilities in connection with the redevelopment or reinvestment of certain areas within the City. The URA is comprised of the Mayor and Council, although it is a distinct legal entity similar to the Downtown Development Authority. If this financing agreement is approved, the URA will hold title to the PSB. Bonds will be issued by the URA but payment will be secured through the City's pledging of revenue through the intergovernmental agreement.

The financing terms provided in the documents are based on a \$6 million twenty-year bond placement with contingencies for financing terms (including prepayment provisions) and interests rates. These amounts are not final until approved by council and the Council may make amendments as to the bond amount or certain other financing terms. Bids on the bonding terms are due on April 3, 2026 and an amortization schedule will be provided based on the successful bid. Payments are on a semi-annual basis (February and August of each year, commencing February 1, 2027).

The following documents will need to be approved by the Council, and a brief description of each of the documents is provided below:

The Authorizing Resolution provides authorization for the extension of the bonding terms by the City and for the City's elected officials and officers to finalize and validate the bond.

The 2026 Intergovernmental Contract provides for the payment and pledging of revenue from the City to the URA. Debt servicing obligations will be remitted to the Sinking Fund, which will fund debt servicing obligations. Any City funds can be appropriated and deposited into the account. The City is not pledging any specific revenue stream as security for the obligations. The Project Funds are to be used for the Public Safety Building and associated expenses.

The Home Office Payment Agreement provides for the payment mechanics for bond obligations.

The Validation Documents are legal documents that the City and URA, through counsel, must file and have approved by the Superior Court of Gwinnett County. The Council should authorize the City Attorney and special counsel to file the petition and procure the validation order.

The Limited Warranty Deed will vest the URA with title to the Property containing the PSB.

Budget Impact:

Semi-annual debt servicing costs will be required. The debt servicing will be budgeted in the next financial year's budget.

Attachments:

Norcross Public Safety CF 2026.03.06

Cash Flow remaining as 0304426 Snapshot

[Bond Resolution for Norcross URA](#)

[2026 Intergovernmental Contract between the City and the URA:](#)

Home Office Payment Agreement;

[Validation Documents](#)

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			
<u>Sources</u>			
Bond Proceeds		6,000,000	-
Total Sources		6,000,000	
<u>Uses</u>			
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

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

Minimum Balance 2,110,891
Date 8/31/2026

Annual Table	Today	Year 1	Year 2	Year 3	Year 4	Year 5
Date	3/6/2026	12/31/2026	12/31/2027	12/31/2028	12/31/2029	12/31/2030

Beginning Cash Balance	-	8,365,000	2,644,224	4,135,166	4,938,216	5,005,491
Cash Inflow						
Red Speed	165,000	843,333	686,667	-	-	-
SPLOST (Building Portion)	3,200,000	1,050,000	1,260,000	1,260,000	525,000	-
General Fund Balance	5,000,000	-	-	-	-	-
Bond Proceeds	-	6,000,000	-	-	-	-
Total Cash Inflow	8,365,000	7,893,333	1,946,667	1,260,000	525,000	-

Cash Outflow						
Public Safety Building	-	(13,384,109)	-	-	-	-
City Hall Renovations	-	(50,000)	-	-	-	-
Debt Service	-	(180,000)	(455,725)	(456,950)	(457,725)	(458,050)
Total Cash Outflow	-	(13,614,109)	(455,725)	(456,950)	(457,725)	(458,050)

Ending Cash Balance	8,365,000	2,644,224	4,135,166	4,938,216	5,005,491	4,547,441
----------------------------	------------------	------------------	------------------	------------------	------------------	------------------

Monthly Table	Today	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Date	3/6/2026	3/31/2026	4/30/2026	5/31/2026	6/30/2026	7/31/2026	8/31/2026

Beginning Cash Balance	-	8,365,000	6,242,778	10,402,709	8,397,555	6,473,792	3,854,967
Cash Inflow							
Red Speed	165,000	83,333	83,333	83,333	83,333	83,333	83,333
SPLOST (Building Portion)	3,200,000	105,000	105,000	105,000	105,000	105,000	105,000
General Fund Balance	5,000,000	-	-	-	-	-	-
Bond Proceeds	-	-	6,000,000	-	-	-	-
Total Cash Inflow	8,365,000	188,333	6,188,333	188,333	188,333	188,333	188,333

Cash Outflow							
Public Safety Building	-	(2,260,555)	(2,028,403)	(2,193,487)	(2,112,096)	(2,807,159)	(1,932,409)
City Hall Renovations	-	(50,000)	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Total Cash Outflow	-	(2,310,555)	(2,028,403)	(2,193,487)	(2,112,096)	(2,807,159)	(1,932,409)

Ending Cash Balance	8,365,000	6,242,778	10,402,709	8,397,555	6,473,792	3,854,967	2,110,891
----------------------------	------------------	------------------	-------------------	------------------	------------------	------------------	------------------

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

Annual Table
Date

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

Beginning Cash Balance

Cash Inflow
Red Speed
SPLOST (Building Portion)
General Fund Balance
Bond Proceeds
Total Cash Inflow
Cash Outflow
Public Safety Building
City Hall Renovatons
Debt Service
Total Cash Outflow

Ending Cash Balance

Monthly Table	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18
Date	9/30/2026	10/31/2026	11/30/2026	12/31/2026	1/31/2027	2/28/2027	3/31/2027	4/30/2027	5/31/2027	6/30/2027	7/31/2027	8/31/2027
Beginning Cash Balance	2,110,891	2,251,724	2,442,558	2,633,391	2,644,224	2,835,058	3,025,891	3,216,724	3,407,558	3,598,391	3,464,224	3,655,058
Cash Inflow												
Red Speed	85,833	85,833	85,833	85,833	85,833	85,833	85,833	85,833	85,833	85,833	85,833	85,833
SPLOST (Building Portion)	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000
General Fund Balance	-	-	-	-	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Inflow	190,833	190,833	190,833	190,833	190,833	190,833	190,833	190,833	190,833	190,833	190,833	190,833
Cash Outflow												
Public Safety Building	(50,000)	-	-	-	-	-	-	-	-	-	-	-
City Hall Renovatons	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	(180,000)	-	-	-	-	-	(325,000)	-	-
Total Cash Outflow	(50,000)	-	-	(180,000)	-	-	-	-	-	(325,000)	-	-
Ending Cash Balance	2,251,724	2,442,558	2,633,391	2,644,224	2,835,058	3,025,891	3,216,724	3,407,558	3,598,391	3,464,224	3,655,058	3,845,891

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

Annual Table
Date

Beginning Cash Balance

Cash Inflow
Red Speed
SPLOST (Building Portion)
General Fund Balance
Bond Proceeds
Total Cash Inflow
Cash Outflow
Public Safety Building
City Hall Renovatons
Debt Service
Total Cash Outflow

Ending Cash Balance

Monthly Table	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24	Month 25	Month 26	Month 27	Month 28	Month 29	Month 30
Date	9/30/2027	10/31/2027	11/30/2027	12/31/2027	1/31/2028	2/29/2028	3/31/2028	4/30/2028	5/31/2028	6/30/2028	7/31/2028	8/31/2028
Beginning Cash Balance	3,845,891	3,950,891	4,055,891	4,160,891	4,135,166	4,240,166	4,345,166	4,450,166	4,555,166	4,660,166	4,734,441	4,839,441
Cash Inflow												
Red Speed	-	-	-	-	-	-	-	-	-	-	-	-
SPLOST (Building Portion)	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000
General Fund Balance	-	-	-	-	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Inflow	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000
Cash Outflow												
Public Safety Building	-	-	-	-	-	-	-	-	-	-	-	-
City Hall Renovatons	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	(130,725)	-	-	-	-	-	(330,725)	-	-
Total Cash Outflow	-	-	-	(130,725)	-	-	-	-	-	(330,725)	-	-
Ending Cash Balance	3,950,891	4,055,891	4,160,891	4,135,166	4,240,166	4,345,166	4,450,166	4,555,166	4,660,166	4,734,441	4,839,441	4,944,441

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

Annual Table
Date

Beginning Cash Balance

Cash Inflow
Red Speed
SPLOST (Building Portion)
General Fund Balance
Bond Proceeds
Total Cash Inflow
Cash Outflow
Public Safety Building
City Hall Renovatons
Debt Service
Total Cash Outflow

Ending Cash Balance

Monthly Table	Month 31	Month 32	Month 33	Month 34	Month 35	Month 36	Month 37	Month 38	Month 39	Month 40	Month 41	Month 42
Date	9/30/2028	10/31/2028	11/30/2028	12/31/2028	1/31/2029	2/28/2029	3/31/2029	4/30/2029	5/31/2029	6/30/2029	7/31/2029	8/31/2029
Beginning Cash Balance	4,644,441	4,749,441	4,854,441	4,959,441	4,938,216	5,043,216	5,148,216	5,253,216	5,358,216	5,463,216	5,126,991	5,126,991
Cash Inflow												
Red Speed	-	-	-	-	-	-	-	-	-	-	-	-
SPLOST (Building Portion)	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	-	-	-
General Fund Balance	-	-	-	-	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Inflow	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	-	-	-
Cash Outflow												
Public Safety Building	-	-	-	-	-	-	-	-	-	-	-	-
City Hall Renovatons	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	(126,225)	-	-	-	-	-	(336,225)	-	-
Total Cash Outflow	-	-	-	(126,225)	-	-	-	-	-	(336,225)	-	-
Ending Cash Balance	4,749,441	4,854,441	4,959,441	4,938,216	5,043,216	5,148,216	5,253,216	5,358,216	5,463,216	5,126,991	5,126,991	5,126,991

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

Annual Table
Date

Beginning Cash Balance

Cash Inflow
Red Speed
SPLOST (Building Portion)
General Fund Balance
Bond Proceeds
Total Cash Inflow
Cash Outflow
Public Safety Building
City Hall Renovatons
Debt Service
Total Cash Outflow

Ending Cash Balance

Monthly Table	Month 43	Month 44	Month 45	Month 46	Month 47	Month 48	Month 49	Month 50	Month 51	Month 52	Month 53	Month 54
Date	9/30/2029	10/31/2029	11/30/2029	12/31/2029	1/31/2030	2/28/2030	3/31/2030	4/30/2030	5/31/2030	6/30/2030	7/31/2030	8/31/2030
Beginning Cash Balance	5,126,991	5,126,991	5,126,991	5,126,991	5,005,491	5,005,491	5,005,491	5,005,491	5,005,491	5,005,491	4,663,991	4,663,991
Cash Inflow												
Red Speed	-	-	-	-	-	-	-	-	-	-	-	-
SPLOST (Building Portion)	-	-	-	-	-	-	-	-	-	-	-	-
General Fund Balance	-	-	-	-	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Inflow	-	-	-	-	-	-	-	-	-	-	-	-
Cash Outflow												
Public Safety Building	-	-	-	-	-	-	-	-	-	-	-	-
City Hall Renovatons	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	(121,500)	-	-	-	-	-	(341,500)	-	-
Total Cash Outflow	-	-	-	(121,500)	-	-	-	-	-	(341,500)	-	-
Ending Cash Balance	5,126,991	5,126,991	5,126,991	5,005,491	5,005,491	5,005,491	5,005,491	5,005,491	5,005,491	4,663,991	4,663,991	4,663,991

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

Annual Table
Date

Beginning Cash Balance

Cash Inflow
Red Speed
SPLOST (Building Portion)
General Fund Balance
Bond Proceeds
Total Cash Inflow
Cash Outflow
Public Safety Building
City Hall Renovatons
Debt Service
Total Cash Outflow

Ending Cash Balance

Monthly Table	Month 55	Month 56	Month 57	Month 58	Month 59	Month 60
Date	9/30/2030	10/31/2030	11/30/2030	12/31/2030	1/31/2031	2/28/2031
Beginning Cash Balance	4,663,991	4,663,991	4,663,991	4,663,991	4,547,441	4,547,441
Cash Inflow						
Red Speed	-	-	-	-	-	-
SPLOST (Building Portion)	-	-	-	-	-	-
General Fund Balance	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-
Total Cash Inflow	-	-	-	-	-	-
Cash Outflow						
Public Safety Building	-	-	-	-	-	-
City Hall Renovatons	-	-	-	-	-	-
Debt Service	-	-	-	(116,550)	-	-
Total Cash Outflow	-	-	-	(116,550)	-	-
Ending Cash Balance	4,663,991	4,663,991	4,663,991	4,547,441	4,547,441	4,547,441

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

2026										Remaining
	Feb	March	April	May	June	July	Aug	Sept		
CROFT (Architect)	\$15,300	\$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				\$9,500			\$17,077	
Appliances - refrigerators,microwaves.etc									\$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	

HOME OFFICE PAYMENT AGREEMENT

THIS HOME OFFICE PAYMENT AGREEMENT, made and entered into as of May 1, 2026 (this “Agreement”), among the **THE NORCROSS URBAN REDEVELOPMENT AGENCY** (the “Agency”), **CITY OF NORCROSS, GEORGIA** (the “City”) and _____, in its capacity as holder of the Series 2026 Bond hereinafter described (the “Bondholder”):

W I T N E S S E T H:

WHEREAS, the Agency authorized the issuance of its Revenue Bond (Public Safety Building Project), Series 2026 in the principal amount of \$6,000,000 (the “Series 2026 Bond”) pursuant to a bond resolution adopted on April 6, 2026 (the “Bond Resolution”); and

WHEREAS, the Bondholder has purchased the Bond; and

WHEREAS, the City and the Agency have entered into the Intergovernmental Contract, dated as of May 1, 2026 (the “Intergovernmental Contract”), which requires the City to make payments to the Agency sufficient to pay the principal of, premium (if any) and interest on the Series 2026 Bond, which have been assigned to the Bondholder pursuant to the Bond Resolution; and

WHEREAS, the City, the Agency and the Bondholder propose to enter into this Agreement pursuant to which the City will agree, among other things, to transfer moneys owed by the City directly to the Bondholder for the account of the Agency in amounts sufficient to provide for the payment of the debt service on the Series 2026 Bond;

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the Agency and the Bondholder DO HEREBY AGREE, as follows:

1.

This Agreement shall become effective upon the date of execution and delivery of this Agreement, and shall continue in effect so long as the Bondholder is the registered owner of the Series 2026 Bond, until the principal of and the interest on the Series 2026 Bond shall have been fully paid pursuant to the provisions of the Bond Resolution.

2.

The City hereby agrees to provide for the payment of the debt service on the Series 2026 Bond, including any prepayments, on the due date directly to the Bondholder for the account of the Agency at the following address:

Payments/Payoffs that are sent by Wire Transfer should be made via the following instructions:

Bank Name: _____
Bank Address: _____
Routing/ABA No: _____
Wire Account Number: _____
Account Name: Norcross Urban Redevelopment Agency
Reference: Loan/Account Number: _____
Attention: Notify _____

3.

The City and the Agency agree that all amounts payable to the Bondholder with respect to the Series 2026 Bond held by the Bondholder or its nominee, whether on a payment date or a prepayment date, shall be made to the Bondholder (without any presentment thereof and without any notation of such payment being made thereon) in the manner set forth herein, or in such other manner or at such address in the United States as may be designated by the Bondholder in writing to the City and the Agency. Any payment made in accordance with the provisions of this Agreement shall be accompanied by sufficient information to identify the source and proper application of such payment. No notice of scheduled sinking fund or mandatory redemptions shall be required. The rights and obligations of the Agency, the City and the Bondholder under this Agreement shall not be assignable upon the transfer of the Series 2026 Bond or any portion thereof.

4.

Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

5.

This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

6.

This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed as of the day and year first above written.

**NORCROSS URBAN
REDEVELOPMENT AGENCY**

By: _____
Chair

(SEAL)

Attest:

Secretary

CITY OF NORCROSS, GEORGIA

By: _____
Mayor

Attest: _____
Clerk

(SEAL)

_____, as
Bondholder

By: _____
Title:



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: April 6, 2026 – Regular Council Meeting (RCM)

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 Safety 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
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: April 6, 2026 – Regular Council Meeting (RCM)

Item No.: 2026-99

Title: Update Authorized Users of Georgia Fund 1 & establish new account for the Electric Fund

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), and to establish a separate Georgia Fund 1 account for the Electric Fund and transfer the appropriate investment balance into the new account.

Background The City currently maintains a Georgia Fund 1 investment account with the Georgia Office of the State Treasurer, with an approximate balance of \$16 million. However, the authorized contact list has not been updated in several years, resulting in the current Finance Director and Assistant Finance Director not having access.

The City's current investment policy, approved at the November 1, 2021 Meeting, describes the Delegation of Authority related to the funds invested by the City of Norcross. The City's Governing Body will retain fiduciary responsibility for the portfolios having the authority to direct management of the investment program. The City's Finance Director (also referred to as the Investment Officer) has the operational authority to execute day-to-day transactions and manage investment and move funds as needed.

Staff recommends updating the account access list to add the Finance Director with transfer authority and add the Assistant Finance Director with read-only access for reconciliation, reporting, and audit purposes. Staff also recommends removing any former employees from the account access list.

In addition, staff recommends establishing a new Georgia Fund 1 account to segregate the Electric Fund and its interest earnings and identify Staff's intent to move all funds in the existing account attributed to the Electric Fund to the new account. At present time, the investment balance associated with the Electric Fund is 18.5% or \$2.9M.

If approved, the Mayor and City staff will complete the electronic Docusign resolution similar to the attached resolution as required by the Georgia Office of the State Treasurer. For security purposes, the Resolution form attached doesn't include all the City's financial information.

Financial Impact None

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

Attachments GF1_Resolution_Form (Certifier)
City of Norcross, Georgia Investment Policy

Action Required Approve a resolution amending access to the existing Georgia Fund 1 account, approve a new account segregating the Electric Fund and its interest earnings, and approve the Staff to move all funds in the existing Georgia Fund 1 account attributed to the Electric Fund to the new account.



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.



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__.

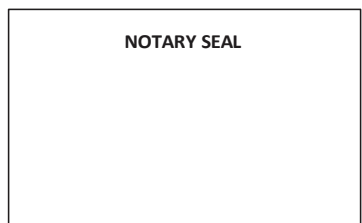
 (Signature of Head of Governing Authority)

 (Please Print or Type - Head of Governing Authority)

 (Title)

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

Option A: Notary Certification



Notary 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

*****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)	



Investment Policy

Policy Statement

It is the policy of the City of Norcross to invest its funds in a manner which will provide for the safety of principal with a market rate investment return, while meeting daily cash flow requirements, and conforming to all state statutes governing the investment of funds under control of the City

Table of Contents

1.0 Introduction.....	4
2.0 Governing Authority.....	4
3.0 Scope.....	4
4.0 Objectives.....	4
• Safety	
• Liquidity	
• Return on Investment	
• Legal Considerations	
5.0 Standards of Care	5
• Delegation of Authority	
• Prudence	
• Ethics and Conflict of Interest	
6.0 Authorized Counterparty Institutions	6
7.0 Safekeeping, Custody, and Controls	7
• Delivery vs. Payment	
• Third Party Safekeeping	
• Internal Controls	
8.0 Suitable and Authorized Investments	7
9.0 Investing Parameters.....	8
10.0 Maturity Constraint	9
11.0 Reporting and Performance Measurement	9
• Reporting	
• Performance Measurement	
12.0 Policy Adoption	10
GLOSSARY OF TERMS	11

1.0 Introduction

This Investment Policy defines the parameters to which funds are to be invested by the City of Norcross (City). These guidelines are intended to be broad enough to allow designated investment staff to function properly within the parameters of responsibility and authority, yet specific enough to safeguard the investment assets adequately. This policy applies to all activities related to the prudent investing of its financial assets.

2.0 Governing Authority

The City of Norcross's investment program shall be operated in conformance with federal, state, and other legal requirements, including OCGA 36-83-4 and OCGA 36-82-7 which governs the investment of public funds by cities and towns.

3.0 Scope

This policy applies to the investment of all funds of the City of Norcross, excluding the retirement funds. Retirement funds as well as separate foundation or endowment assets, are covered by separate policies.

- **Pooling of funds:** Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.
- **Special Funds:** Those funds that are considered restricted and special funds are: City of Norcross Employee retirement Fund, Municipal Competitive Trusts held by MEAG.

4.0 Objectives

All the City's investment activity will be conducted in a manner that emphasizes attainment of the following four (4) controlling objectives:

- **Safety:** Safety of principal is the most foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

- *Credit Risk:* The City will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:

Limiting investments to the types of securities listed in this Investment Policy;

Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business;

Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

- *Interest Rate Risk:* The City will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:

Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity;

Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy.

- **Liquidity:** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds, bank repurchase agreements, or local government investment pools, which offer same-day liquidity for short-term funds.
- **Return:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:
 - A security with declining credit may be sold early to minimize loss of principal;
 - A security swap would improve the quality, yield, or target duration in the portfolio; Liquidity needs of the portfolio require that the security be sold.

5.0 Standards of Care

- **Delegation of Authority:**

Governing Body: The Mayor and Council will retain ultimate fiduciary responsibility for the portfolios and have the authority to direct the management of the investment program.

Director of Administrative Services: Authority to manage the investment program is granted to the Administrative Services Director, hereinafter referred to as Investment Officer. The investment officer shall establish written procedures for the operation of the investment program, consistent with this investment policy. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate all activities of the program.

Investment Adviser: The City may engage the services of an external non-discretionary investment adviser to assist with the management of the City's investment portfolio in a manner that is consistent with the City's objectives and this policy. Such advisers shall provide recommendation and advices regarding the City's investment program including but not limited to advice related to the purchase and sale of investments in accordance with this Investment Policy.

The investment adviser's responsibilities include the following:

- Determine the targeted risk profile and allocation among allowable investments
- Determine the number, type and structure of investments within the confines set forth by and reflected in this Investment Policy.

- **Prudence:**

The standard of prudence to be used in the context of managing the overall portfolio is the prudent person rule which states:

Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs not in regard to speculation but in regard to the permanent disposition of the funds considering the probable income as well as the probable safety of the capital.

- **Ethics and Conflict of Interest:**

City of Norcross employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution and management of the investment program or which could impair their ability to make impartial investment decisions. They shall disclose any material financial interests and any large personal financial / investment positions that could be related to the performance of the City's portfolio.

6.0 Authorized Counterparty Institutions

- **Broker/Dealers:** The Investment Officer shall maintain and review annually a list of all authorized broker/dealers that are approved to transact with the City for investment purposes.

The Investment Officer or designee may utilize the investment advisor's approved broker/dealer list in lieu of the City's own approved list. The advisor must submit the approved list to the City annually and provide updates throughout the year as they occur. The advisor must maintain documentation of appropriate license, professional credentials and financial statements of broker/dealers on the list.

Annual review must include the following documentation:

- Proof of FINRA Registration
 - Proof of State Registration
 - Financial Review
 - Broker Check for Violations
- **Financial Institution Depositories:** All financial institutions who desire to become depositories must meet the statute requirements to maintain deposits in the State of Georgia and must provide the following:
 - Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
 - Proof of state registration
 - Evidence of adequate insurance coverage
 - Ability to post collateral in accordance with Georgia Laws.
 - **Investment Advisers:** The City may engage the services of an external investment adviser, with the approval of the Mayor & Council, to assist with the management of its investment portfolio in a manner that is consistent with the City's controlling objectives. Such advisers may be granted the authority to purchase and sell investments in accordance with this Investment Policy, and the adviser may only provide non-discretionary management services, which requires prior authorization from the City on all transactions.

Such Advisers must be registered under the Investment Advisers Act of 1940, with the Securities and Exchange Commission, and their performance will be periodically reviewed by City management. Investment advisory services will be acquired through a competitive bidding process.

- **Minority and Community Financial Institutions:** From time to time, the investment officer may choose to invest in instruments offered by minority and community financial institutions. All terms and relationships will be fully disclosed prior to purchase, will be reported to the Mayor and Council on a regular basis, and should be consistent with state or local law.

7.0 Safekeeping, Custody, and Controls

- **Delivery vs. Payment:**

All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the City's safekeeping institution prior to the release of funds.

- **Third Party Safekeeping:**

The investment officer shall designate all safekeeping arrangements and an agreement of the terms shall be executed in writing. The third-party custodian shall be required to provide a statement to the City listing, at a minimum, each specific security, book yield, description, maturity date, market value, par value, purchase date, and CUSIP number. All securities pledged to the City for certificates of deposit or demand deposits shall be held in a segregated account at the issuing financial institution.

- **Internal Controls:**

Management will establish and maintain internal controls designed to provide reasonable assurance that the assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived.

8.0 Suitable and Authorized Investments

All investments of the City are limited by the Georgia Code Annotated 36-83-4 and 36-82-7.

This policy recognizes S&P, Moody's and Fitch as the major Nationally Recognized Statistical Ratings Organizations (NRSRO).

In the case of split ratings, where the major NRSROs issue different ratings, at least two must have the AA- or its equivalent.

Minimum credit ratings and percentage limitations apply to the time of purchase.

Idle Funds of the City:

- 1) **U. S. Treasury Obligations:** Bonds, notes or treasury bills of the United States;
- 2) **GSE - Primary Agency Obligations:** Government Sponsored Enterprises (GSEs) - Non-convertible debt securities of the following federal government: Federal Home Loan Banks (FHLB); Federal National Mortgage Association (FNMA), the Federal Farm Credit Bureau (FFCB). and the Federal Home Loan Mortgage Corporation (FHLMC),

- 3) **GSE - Secondary Agency Obligations:** Any other obligations not listed as primary agency, that are guaranteed as to principal and interest by the United States or any of its agencies. They include but are not limited to: Private Export Funding Corporation (PEFCO), Georgia Valley Authority (TVA), Financing Corporation (FICO) and Federal Agricultural Mortgage Corporation, (Farmer Mac). Securities must be rated.
- 4) **Certificates of deposit and other evidences of deposit at state and federally chartered banks and savings and loan associations:** Certificates of deposit, including negotiable and non-negotiable at state and federally chartered banks and savings and loan associations. Notwithstanding any other public or private act to the contrary, all investments made shall be secured by collateral in the same manner under the same conditions as state deposits, or as provided in a collateral pool created.
- 5) **Bank Deposits** at state and federally chartered banks and savings and loan associations. Notwithstanding any other public or private act to the contrary, all investments made shall be secured by collateral in the same manner under the same conditions as state deposits, or as provided in a collateral pool created.
- 6) **Repurchase Agreements:** Obligations of the United States or its agencies under a repurchase agreement for a shorter time than the maturity date of the security itself if the market value of the security itself is more than the amount of funds invested; provided, that municipalities may invest in repurchase agreements only if the comptroller of the treasury or the comptroller's designee approves repurchase agreements as an authorized investment, and if such investments are made in accordance with procedures established by the state funding board;
- 7) **Local Government Investment Pool:** Part of the State Pooled Investment Fund administered by the Georgia office of the State Treasurer.
- 8) **Bankers' Acceptances:** prime bankers' acceptances that are eligible for purchase by the federal reserve. Required A1+
- 9) **Money Market Mutual Funds:** Institutional share class of money market mutual funds investing ONLY in government obligations and rated AAA or equivalent by at least one nationally recognized rating agency (NSRSO).
- 10) **Commercial Paper:** Prime commercial paper that is rated at least A1+ or equivalent by at least two (2) nationally recognized rating services;
- 11) **Municipal or Georgia State Debt Obligations:** Bonds or notes rated A or higher.

Bond Proceeds Only:

Proceeds of Bonds, Notes and other obligations issued by the City, reserves held in connection therewith and the investment income therefrom, may be invested in accordance with OCGA 36-82-7 as follows:

- 1) Bonds or obligations of such county, municipal corporation, school district, political subdivision, authority, or body or bonds or obligations of this state or other states or of other counties, municipal corporations, and political subdivisions of this state;
- (2) Bonds or other obligations of the United States or of subsidiary corporations of the United States government which are fully guaranteed by such government;

(3) Obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives, and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from a nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(4) Bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States government;

(5) Certificates of deposit of national or state banks located within this state which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within this state which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian, or trustee for any such bond proceeds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within this state or with a trust office within this state, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of this state or other states or of any county or municipal corporation in this state, obligations of the United States or subsidiary corporations included in paragraph (2) of this Code section, obligations of the agencies and instrumentalities of the United States government included in paragraph (3) of this Code section, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in paragraph (4) of this Code section;

(6) Securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

- (A) The portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in paragraphs (2) and (3) of this Code section and repurchase agreements fully collateralized by any such obligations;
- (B) Such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;
- (C) Such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and
- (D) Securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within this state; and

- (7) Interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys.

Collateralization:

Deposits in financial institutions in excess of FDIC insurance must be collateralized in accordance with Georgia law – OCGA.45-8-1245-8-13 and for bond or note proceeds, OCGA 36-82.7

Collateral shall be given as follows:

- (a) The collecting officer or officer holding public funds may not have on deposit at any one time in any depository for a time longer than ten days a sum of money belonging to the public body when such depository has not given a bond to the public body as set forth in this Code section. The bond to be given by depositories, where such bonds are required, shall be a surety bond signed by a surety company duly qualified and authorized to transact business within this state in a sum as so required. In lieu of such a surety bond, the depository may pledge to the public body as security any one or more of the obligations enumerated in Code Section 50-17-59, relating to the bond required to secure state deposits and securities in lieu of bond.
- (b) The collecting officer or officer holding public funds shall accept the guarantee or insurance of accounts by the Federal Deposit Insurance Corporation to secure public funds on deposit in depositories to the extent authorized by federal law governing the Federal Deposit Insurance Corporation.
- (c) A depository may secure deposits made with it partly by surety bond, partly by deposit of any one or more of the obligations referred to in subsection (a) of this Code section, partly by the guarantee or insurance of accounts by the Federal Deposit Insurance Corporation, or by any combination of these methods. Except for covered depositories, the aggregate of the face value of such surety bond and the market value of securities pledged shall be equal to not less than 110 percent of the public funds being secured after the deduction of the amount of deposit insurance.

In lieu of specific collateral, or collateral pool in accordance with OCGA 45-8-13 will be permitted.

9.0 Investing Parameters

Diversification:

The City will maintain diversity in the investment of all funds. The City will limit investment in any one security to no more than 5% of the total investment funds of the city.

10.0 Maturity Constraint

All investments the City's idle funds will seek to maintain liquidity and safety and match the maturity to the need for cash. In no event will an investment have a maturity greater than 5 years.

11.0 Reporting and Performance Measurement

- **Reporting:**

The Investment Officer shall prepare an investment report annually, including a management summary that provides an analysis of the status of the current investment portfolio. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the Mayor and Council. The report will conform to the standards applied by the City's Audit in the Notes to Financials.

- **Performance Reporting:**

The investment portfolio will be managed in accordance with the parameters specified within this policy. The City will measure interest rates obtained from banks against the Georgia Department of Treasury and the Georgia Fund 1, two standard benchmarks. The Georgia Fund 1 is a money market mutual fund that only invests in US Government agencies and US Treasuries with a maturity no longer than 90 days. Any investor in Georgia Fund 1 can get their money in one day with notice to the Department of Treasury by 2pm one business day prior to the payment date.

Should the City decide to purchase a CD or hire someone to manage our money, it is appropriate to measure them against an index that mimics what we give them as parameters. Currently Bloomberg is the standard source for this information.

<https://www.bloomberg.com/professional/product/indices/bloomberg-barclays-indices/>

12.0 Policy Adoption

This Investment Policy is formally approved and adopted by the Mayor & Council.

Mayor

Date

GLOSSARY OF TERMS

- **Agency Securities:** Government sponsored enterprises of the US Government.
- **Bond:** An interest-bearing security issued by a corporation, government, governmental agency, or other body. It is a form of debt with an interest rate, maturity, and face value, and specific assets sometimes secure it. Most bonds have a maturity of greater than one year and generally pay interest semiannually. *See* Debenture.
- **Broker:** An intermediary who brings buyers and sellers together and handles their orders, generally charging a commission for this service. In contrast to a principal or a dealer, the broker does not own or take a position in securities.
- **Collateral:** Securities or other property that a borrower pledges as security for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.
- **Commercial Paper:** Short-term, unsecured, negotiable promissory notes issued by corporations.
- **Current Maturity:** The amount of time left until an obligation matures. For example, a one- year bill issued nine months ago has a current maturity of three months.
- **CUSIP:** A CUSIP number identifies securities. CUSIP stands for Committee on Uniform Security Identification Procedures, which was established to develop a uniform method of identifying municipal, U.S. government, and corporate securities.
- **Dealer:** An individual or firm that ordinarily acts as a principal in security transactions. Typically, dealers buy for their own account and sell to a customer from their inventory.
- **Delivery:** Either of two methods of delivering securities: delivery vs. payment and delivery vs. receipt (also called "free"). Delivery vs. payment is delivery of securities with an exchange of money for the securities.
- **Duration:** A measure used to calculate the price sensitivity of a bond or portfolio of bonds to changes in interest rates. This equals the sum of the present value of future cash flows.
- **General Obligation Bonds (GOs):** Bonds secured by the pledge of the municipal issuer's full faith and credit, which usually includes unlimited taxing power.
- **Government Bonds:** Securities issued by the federal government; they are obligations of the U.S. Treasury; also known as "governments."
- **Investment Securities:** Securities purchased for an investment portfolio, as opposed to those purchased for resale to customers.
- **Liquidity:** The ease at which a security can be bought or sold (converted to cash) in the market. A large number of buyers and sellers and a high volume of trading activity are important components of liquidity.
- **Mark to Market:** Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.
- **Prudent Person Rule:** A long-standing common-law rule that requires a trustee who is investing for another to behave in the same way as a prudent individual of reasonable discretion and intelligence who is seeking a reasonable income and preservation of capital.
- **Treasury Bill (T Bill):** An obligation of the U.S. government with a maturity of one year or less. T-bills bear no interest but are sold at a discount.
- **Treasury Bonds and Notes:** Obligations of the U.S. government that bear interest. Notes have maturities of one to ten years; bonds have longer maturities.
- **Yield:** The annual rate of return on an investment, expressed as a percentage of the investment.
- **Yield to Maturity:** The average annual yield on a security, assuming it is held to maturity; equals to the rate at which all principal and interest payments would be discounted to produce a present value equal to the purchase price of the bond.



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: April 6, 2026 – Regular Council Meeting (RCM)

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 SPLOST (\$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
<i>Proposal Subtotal (before price)</i>	68.0	73.0	73.5	68.3	81.3	73.0	80.0	90
<i>Cost Proposal Score</i>	8.20	7.90	8.60	10.00	7.90	8.40	7.87	10
<i>Composite Score (Technical + Cost)</i>	76.2	80.9	82.1	78.3	89.2	81.4	87.9	100
<i>Local Preference Score</i>	2.5	2.5	0.0	2.5	0.0	0.0	0.0	5
<i>GRAND TOTAL (Composite + Local Preference)</i>	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***

Contents

Agreement for SAFETY ACTION PLAN	3
ARTICLE 1 – GENERAL OBLIGATIONS OF CONSULTANT	3
ARTICLE 2 – COMPENSATION.....	3
ARTICLE 3 – PAYMENTS.....	3
ARTICLE 4 – PERIOD OF SERVICE	3
ARTICLE 5 – CHANGES IN SCOPE OF SERVICES.....	3
ARTICLE 6 – STANDARD OF CARE	4
ARTICLE 7 – INDEMNIFICATION	4
ARTICLE 8 – LIMITATION OF LIABILITY	4
ARTICLE 9 – INSURANCE	5
ARTICLE 10 – RELATIONSHIP OF CONSULTANT TO CLIENT	5
ARTICLE 11 – PERSONNEL	5
ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA	6
ARTICLE 13 – PERMITS AND LICENSES	6
ARTICLE 14 – ADHERENCE TO LAWS	6
ARTICLE 15 – NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS.....	6
ARTICLE 16 – CERTIFICATION OR CEILING OF INSTRUMENTS OF SERVICE BY PROFESSIONAL CONSULTANT	7
ARTICLE 17 – FORCE MAJEURE	7
ARTICLE 18 – PROJECT DELAY	7
ARTICLE 19 – TITLE VI NON-DISCRIMINATION	8
ARTICLE 20 – GOVERNING LAW	9
ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION	9
ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS	10
ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS	12
ARTICLE 24 – MISCELLANEOUS	12
APPENDIX A – SCOPE OF SERVICES FOR SAFETY ACTION PLAN	14
APPENDIX B – COMPENSATION FOR SAFETY ACTION PLAN	19

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 SERVICES

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 statute 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 – NONDISCLOSURE 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 sought 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

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

To Client

Original to: Len Housley

Position: Public Works Director

Address: 345 Lively Avenue

Norcross, GA 30071

Copy to: Charlene Marsh

Position: Procurement & Capital Projects Mgr

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

(Signature)

(Printed name)

(Title)

(DATE)

Client (City of Norcross)

Craig Newton, Mayor
(Signature)

Craig Newton, Mayor
(Printed name)

Attest:

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, RSP₂*. Our quality control program consists of independent reviewers with project-specific checklists to ensure that proper considerations are made. *Clark Kennedy, PE, RSP₁*, 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 will 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 be 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 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



WORKSHOP INFORMATION

CLARKSTON'S SAFETY ACTION PLAN SAFETY SUMMIT
Friday, February 27, 2026
9:00 AM to 12:00 PM
Clarkston City Hall
736 Park North Boulevard
Suite 120
Clarkston, GA 30021

DISCUSSION TOPICS

Please review the second page of this flyer to see where we can make the greatest impact on transportation safety in Clarkston, and come prepared to share examples of work you have done—or ideas you hope to pursue—in the future.

WHY PARTICIPATE?

The Clarkston Safety Summit is an opportunity to help shape how transportation safety is understood, advanced, and sustained in the City of Clarkston. By bringing together professionals whose work already plays a role in transportation safety in Clarkston, the Summit focuses on building relationships, sharing real world experiences, and identifying practical opportunities for collaboration. Participants will contribute insights on locally specific safety concerns, highlight efforts already underway—such as education or outreach campaigns—and explore how partnerships can amplify impact. Your perspective will directly inform Clarkston's Safety Action Plan (SAP), ensuring it reflects the people, priorities, and realities of the community, while also laying the groundwork for future action and funding opportunities. Participation helps ensure the plan is not only representative on paper, but meaningful and actionable in practice.

WHAT IS A SAFETY ACTION PLAN (SAP)?

A Safety Action Plan (SAP) is a document that provides local governments the means to make strategic roadway safety improvements. The plans identify the most significant roadway safety concerns in a community and outline the projects and strategies to address them. SAPs not only assist local practitioners in understanding crash trends within their jurisdiction, but they also define a locally focused plan for practitioners to make informed, prioritized safety decisions.

WHAT IS SAFE STREETS AND ROADS FOR ALL (SS4A)?

The Safe Streets and Roads for All (SS4A) discretionary grant program was established by the Bipartisan Infrastructure Law (BIL) and has \$5B in appropriated funds for the 5-year period from 2022 to 2026. This federal grant supports local jurisdictions planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury for all roadway users, with an emphasis on equity to improve roads and streets under local ownership.

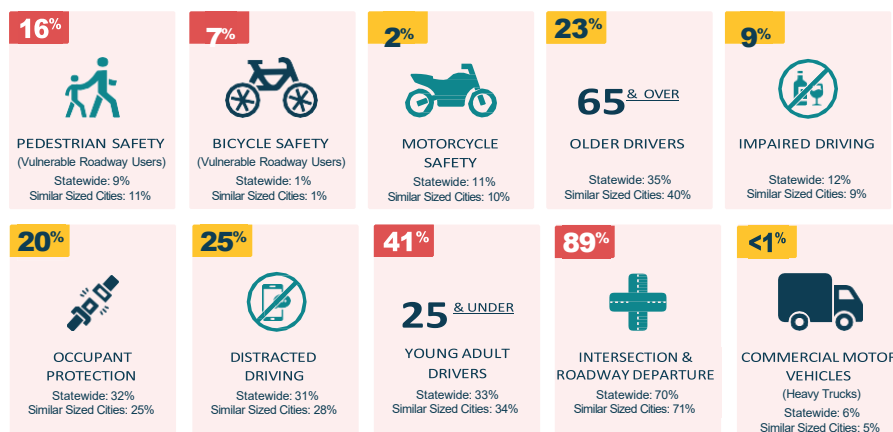
WHAT ARE THE BENEFITS OF AN SAP?

- Meets eligibility requirements that allow local jurisdictions to apply for future Safe Streets and Roads for All (SS4A) Demonstration and Implementation Grant program funding as well as other funding sources.
- Strengthens a community's approach to eliminating roadway fatalities and serious injuries through projects and strategies that address the most significant safety risks.
- Involves a paradigm shift 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.
- Provides the opportunity to prioritize safety improvements and justify investment decisions in coordination with various partner agencies.

Where Can We Make the Greatest Impact?

Over the last 10 years, Clarkston experienced a greater percentage of fatal and serious injury crashes involving people walking and biking, young drivers, and crashes at intersections or where drivers depart their travel lane, when compared to the state or other cities.

The below Emphasis Areas are outlined in the Georgia Strategic Highway Safety Plan (SHSP) (2025-2029) and represent areas with the greatest potential to reduce fatalities and serious injuries and enhance roadway safety in Georgia.



LEGEND

Clarkston is above state and similar sized city percentages

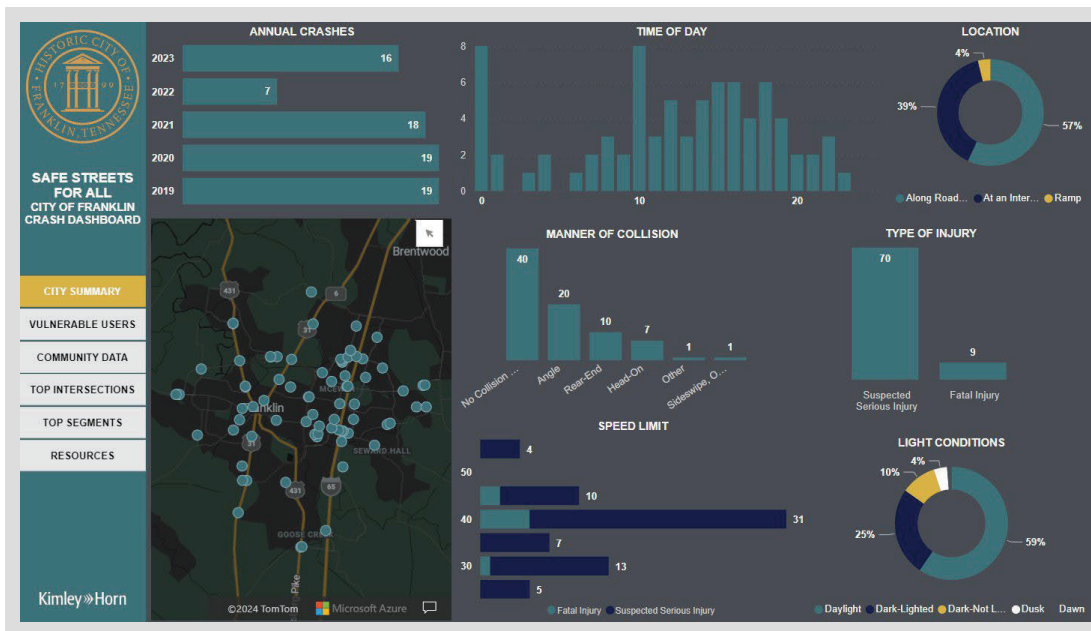
Clarkston is below state and similar sized city percentages



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, RSP₁



PROJECT MANAGER

Tracy Lehman, PE, PTOE, RSP₂₁



QUALITY CONTROL/QUALITY ASSURANCE MANAGER

Clark Kennedy, PE, PTOE, RSP₁

Safety Analysis

Jourdyn Fuga, PE, RSP_{21B}

Sarah Wilson, PE, RSP₁

Tyler Minkinen, EIT, RSP₁

Public/Stakeholder Engagement

Madison Davis, AICP¹

Jen Price¹

Frank Lee²

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_{21B}

Spencer Edwards PE, RSP₁

Clark Kennedy, PE, PTOE, RSP₁

Action Plan Documentation

Sarah Wilson, PE, RSP₁

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)



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 LEHMAN, PE, PTOE, RSP₂₁ | 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.

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 |



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

KURT HEISCHMIDT, AICP, RSP₁ | 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

BS, Civil Engineering, Auburn University

Professional Engineer in GA and AL

Professional Traffic Operations Engineer

Road Safety Professional, Level 1

CLARK KENNEDY, PE, PTOE, RSP₁ | 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 and Public Policy, Georgia Institute of Technology

Professional Engineer in GA

Road Safety Professional, Level 1 and 2 (Infrastructure and Behavioral)

JOURDYN FUGA, PE, RSP_{21B} | 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 (Infrastructure and Behavioral), and she adds extra value with her experience in traffic operations and multimodal planning.

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



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

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 Eric's 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.

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



PROFESSIONAL CREDENTIALS

BS, Civil Engineering,
Georgia Institute of
Technology

Professional Engineer
in GA and NC

Road Safety
Professional, Level 1

SARAH WILSON, PE, RSP₁ | 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.

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



PROFESSIONAL CREDENTIALS

Master of Public
Policy, Georgia State
University

BS, Public Policy,
Georgia Institute of
Technology

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.

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



PROFESSIONAL CREDENTIALS

Master of City and Regional Planning, Georgia Institute of Technology

BA, Anthropology, University of North Texas

American Institute of Certified Planners

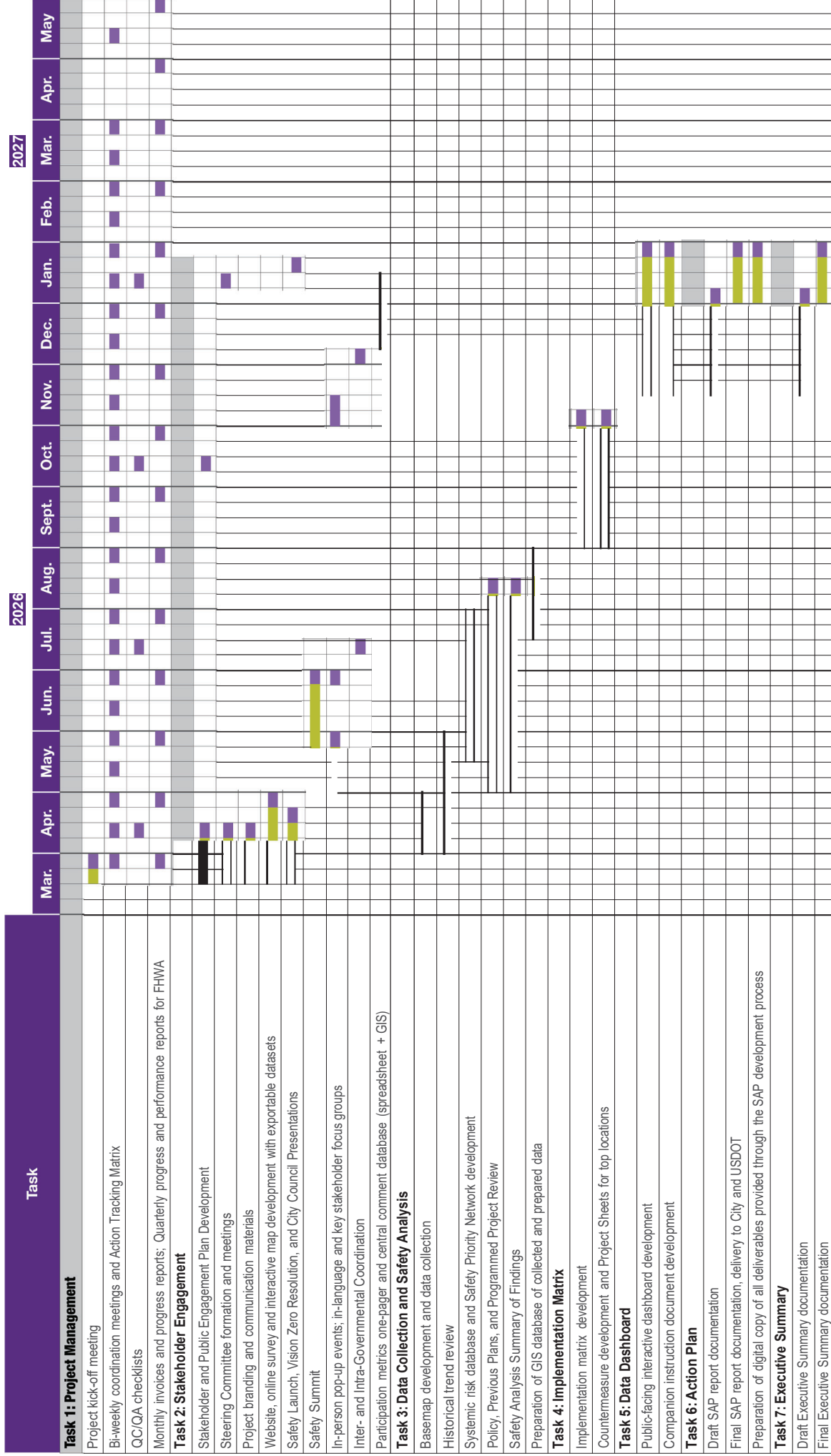
MADISON DAVIS, AICP | PUBLIC/STAKEHOLDER ENGAGEMENT LEAD SYCAMORE CONSULTING

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.

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



APPENDIX B – COMPENSATION FOR SAFETY ACTION PLAN

APPENDIX F
RFP PW26-02
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.

Author "IKCd 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 NORFOLK GROSS 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
Jourctyn 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 Minkinen	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	85CDC	\$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:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>

☐ 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 Services - Other		100-5.4100.521305	310,000	
Budgeted Fund Balance		100-389500		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: April 6, 2026 – Regular Council Meeting (RCM)

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

Staff Evaluation Summary – RFP HR 26-06 4.1.26

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	<i>Tentatively May 2026</i>

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.

<u>ITEM DESCRIPTION</u>	<u>COST</u>
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
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:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐

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

RFP HR 26-06 (CITY MANAGER EXECUTIVE SEARCH SERVICES)
STAFF EVALUATION SUMMARY

AVERAGE OF ALL EVALUATORS

CRITERIA	ARNDT MUNICIPAL SUPPORT	COLIN BAENZIGER AND ASSOCIATES	CORPORATE PLUS, LTD	FIND GREAT PEOPLE	GMP CONSULTANTS	MGT	MAX POINTS
Experience & Qualifications	20.0	25.3	19.8	18.5	19.3	19.3	30
Proposed Approach & Timeline	19.5	19.3	17.3	18.0	19.5	17.3	25
References	14.3	10.8	7.3	11.3	1.8	7.0	15
<i>Proposal Subtotal (before price)</i>	53.8	55.3	44.3	47.8	40.5	43.5	70
<i>Cost Proposal Score</i>	16.7	14.6	17.6	11.0	20.2	13.6	30
<i>Composite Score (Technical + Cost)</i>	70.4	69.9	61.8	58.8	60.7	57.1	100
<i>Local Preference Score</i>	0.0	0.0	2.5	0.0	0.0	0.0	5
<i>GRAND TOTAL (Composite + Local Preference)</i>	70.4	69.9	64.3	58.8	60.7	57.1	105
COST PROPOSAL AMOUNT	\$28,500.00	\$32,500.00	\$27,000.00	\$43,000.00	\$23,500.00	\$35,000.00	

CRITERIA	PROJEX+	S RENEE NARLOCH AND ASSOCIATES	SLAVIN MANAGEMENT CONSULTANTS	SUMTER LOCAL GOVERNMENT CONSULTING	WBCP	MAX POINTS
Experience & Qualifications	17.0	16.3	24.0	22.5	17.3	30
Proposed Approach & Timeline	15.0	18.3	21.5	20.8	17.8	25
References	7.3	8.0	12.8	6.3	5.3	15
<i>Proposal Subtotal (before price)</i>	39.3	42.5	58.3	49.5	40.3	70
<i>Cost Proposal Score</i>	18.1	17.0	30.0	19.8	12.8	30
<i>Composite Score (Technical + Cost)</i>	57.3	59.5	88.3	69.3	53.1	100
<i>Local Preference Score</i>	2.5	0.0	5.0	0.0	0.0	5
<i>GRAND TOTAL (Composite + Local Preference)</i>	59.8	59.5	93.3	69.3	53.1	105
COST PROPOSAL AMOUNT	\$26,250.00	\$27,950.00	\$15,820.00	\$24,000.00	\$37,000.00	

NOTE: Figures are rounded to the nearest tenth.



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: April 6, 2026 – Regular Council Meeting (RCM)

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.



Thrasher Park Lighting Proposal TheOutdoorLights, Inc.



Thrasher Park Lighting Enhancements Concept Draft



Proposed concept by TheOutdoorLights

Sign wash light (2)



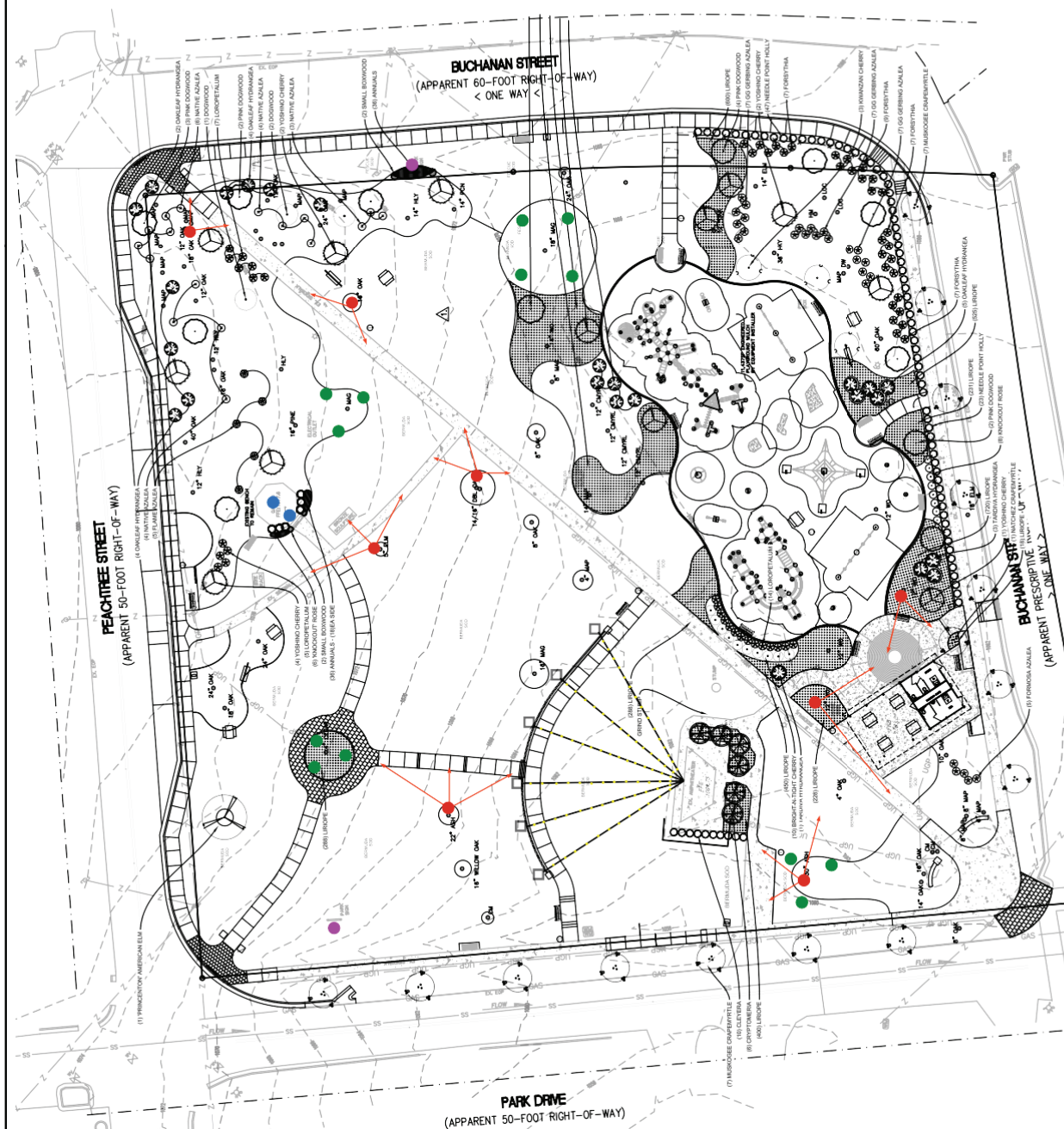
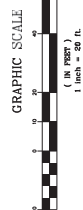
Flush well light (13)



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

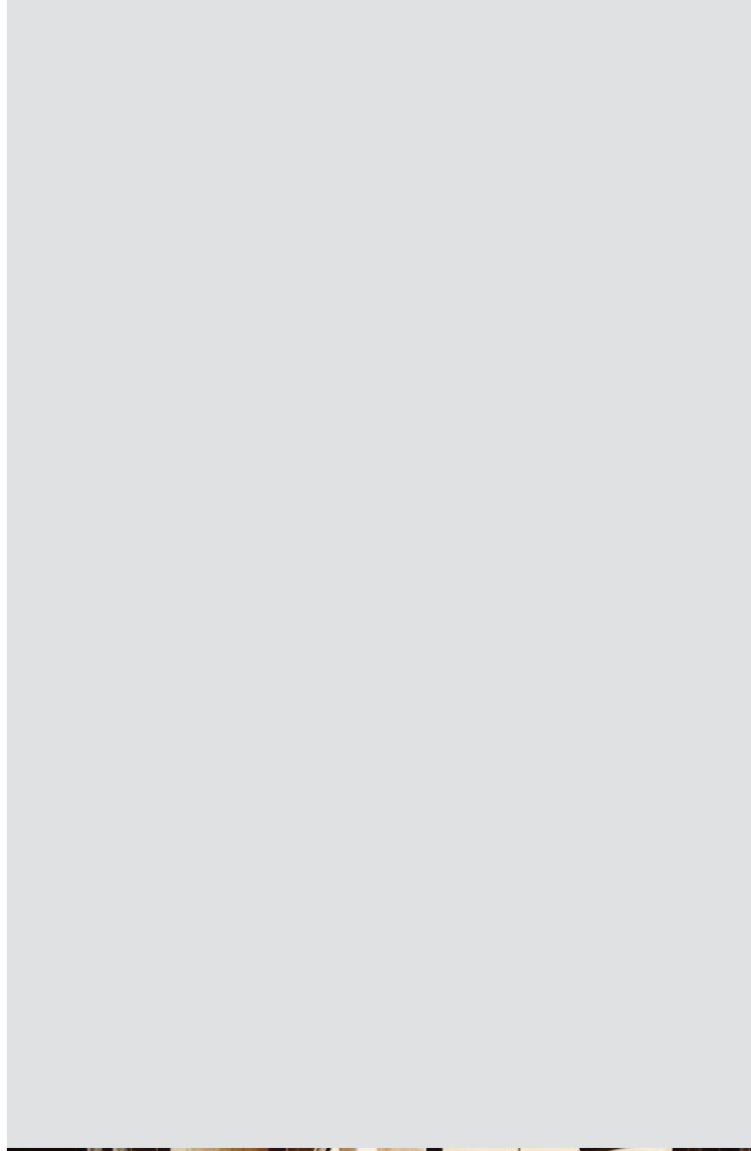
Three down lights in green ash lighting path and steps to stage



TheOutdoorLights



TheOutdoorLights





TheOutdoorLights



770-844-1760 ER101991 LVG105193

Proposal Date: 3/11/2026
Proposal #: 20270

93 Park Dr.
Norcross, GA 30071

City of Norcross
345 Lively Ave
Norcross, Ga 30071

TERMS	50% Down & 50% Upon
--------------	---------------------

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

Bill To:

City of Norcross
345 Lively Ave
Norcross, Ga 30071

Ship To:

93 Park Dr.
Norcross, GA 30071

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 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 Contractor By: _____ 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.			

3335A Hutchinson Road . Cumming, GA 30040 . P 770-844-1760 . F 770-844-1747 . www.TheOutdoorLights.com
Design Build - Installation - Maintenance

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.

3335A Hutchinson Road . Cumming, GA 30040 . P 770-844-1760 . F 770-844-1747 . www.TheOutdoorLights.com
Design Build - Installation - Maintenance

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 Contractor By: _____ 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.

3335A Hutchinson Road . Cumming, GA 30040 . P 770-844-1760 . F 770-844-1747 . www.TheOutdoorLights.com
Design Build - Installation - Maintenance

AGENDA REPORT

To: Mayor and Council

From: Len Housley, Director of Public Works

Meeting Date: April 6, 2026 – Regular Council Meeting (RCM)

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.

On March 16, at PWS, Council requested modifications to the Plaza to remove the Magnolia tree and return to the original Plaza design. Also, Council asked to reduce trees to increase parking spaces. An updated rendering for Option 1 is provided in the attachments. Further discussion for design is planned for April 20, 2026. PWS and the staff will provide options for Council approval.

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 **(Updated)**
- 3- Option 2 with pervious pavers throughout: \$2,841,355 w10% Contingency
- 4- Budget Amendment
- 5- Project Schedule

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

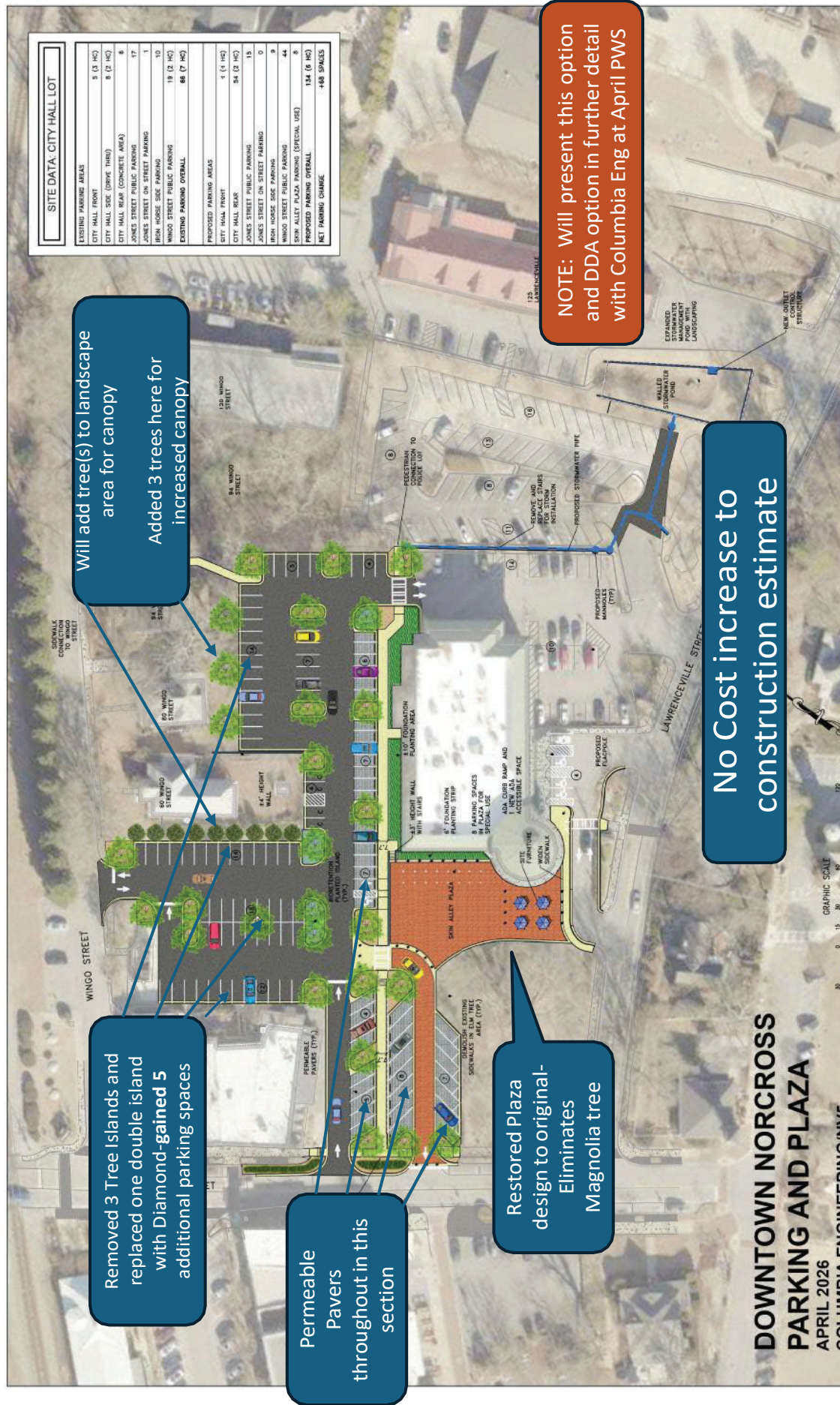
SUBTOTAL	\$ 2,367,775
10% Contingency	\$ 236,778

TOTAL	\$ 2,604,553
--------------	---------------------

Base Option



Updated Option 1 per discussion with Council at the March 16 PWS



Norcross downtown parking improvements

Bid Estimate Base - 60 percent plans 3/11/26 - paver option 2

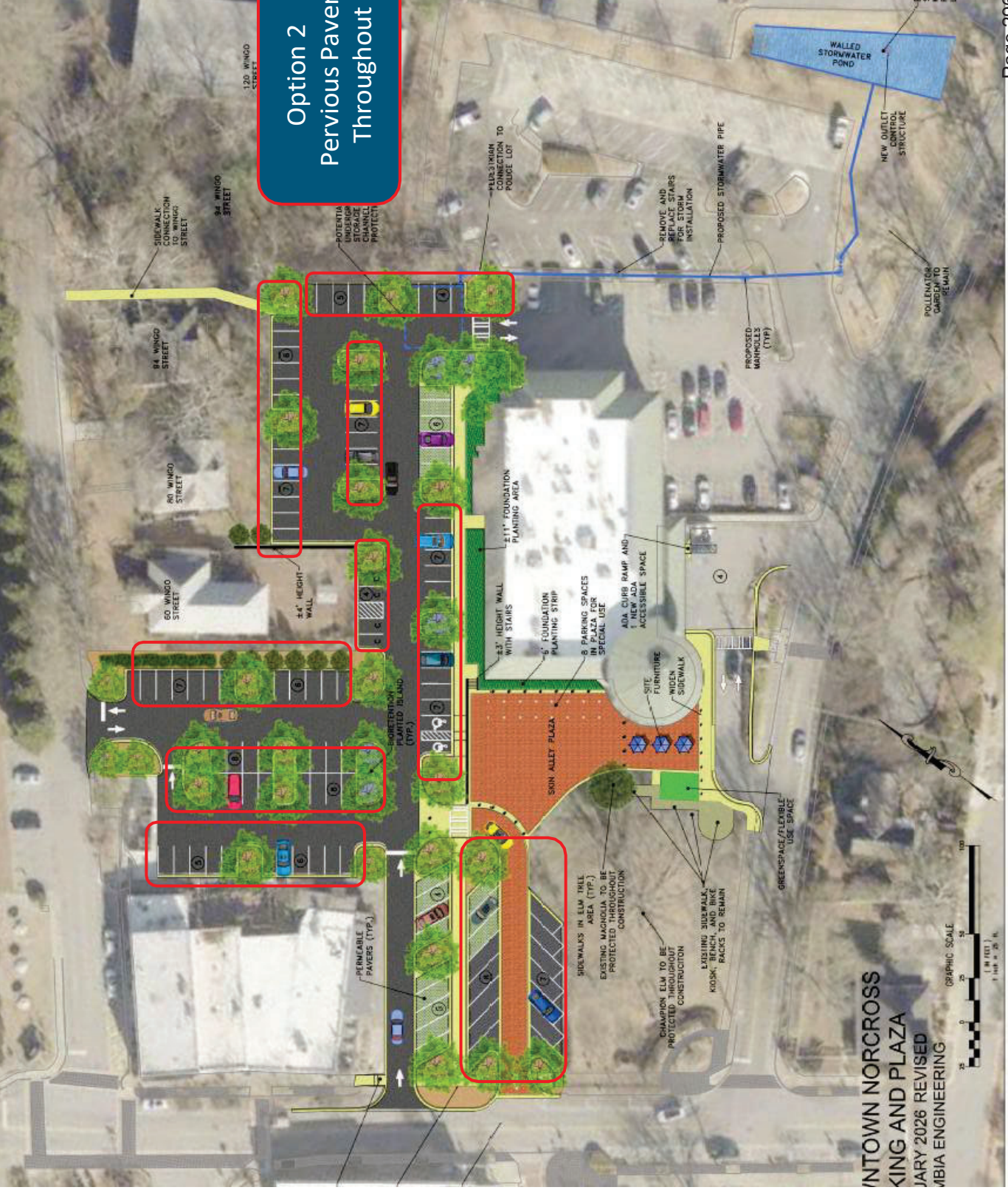
Line #	Specification	Description	Quantity	Unit	Unit Cost	Total
Civil General Site Items						
1	0	General Requirements and Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00
2	0	Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00
3	0	Demolition and removal- Concrete	1153	SY	\$ 15.00	\$ 17,295.00
4	0	Demolition 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



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	