

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Tuesday, January 2, 2024

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Marshall Cheek

- A. Call to Order by Mayor Craig Newton**
PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES
- B. Invocation**
- C. Pledge of Allegiance to the Flag of the United States of America**
- D. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**
 - a. [24-6898](#) **Swearing- in of Councilmember Andrew Hixson**
[Oath of Office - Hixson 2024](#)
 - b. [24-6899](#) **Swearing- in of Councilmember Joshua Bare**
[Oath of Office - Bare 2024](#)
 - c. [24-6900](#) **Swearing- in of Councilmember Marshall Cheek**
[Oath of Office - Cheek](#)
- E. Roll Call (recorded)**
- F. Presentation of previous meetings minutes for acceptance**
 - [24-6903](#) **Approval of Previous Meeting Minutes**
[Mayor and Council - Regular Meeting - Dec 4, 2023, 6:30 PM](#)
[Special Called Meeting - Executive Session - Dec 18, 2023, 5:00 PM](#)
[Policy Work Session - Policy Work Session - Dec 18, 2023, 6:30 PM](#)
- G. Set agenda as presented for scheduled meeting.**
 - 1. [24-6904](#) **Accept the Agenda and Approve the Consent Agenda**
- H. Floor Open to Citizens Desiring to Address the Governing Authority**
 - a. **Comments by Citizens**
 - b. **Comments by Council**
 - c. **Comments by City Manager**
- PH. Public Hearings**
 - PH. [24-6901](#) **Comprehensive Plan Transmittal Public Hearing**
To conduct the state-required public hearing before transmittal of the draft Comprehensive Plan
Update to the Atlanta Regional Commission for review.
[Agenda Report - Comprehensive Plan Update](#)
[2024-01-02 - Norcross CC Transmittal Hearing](#)

J. Reports of the Mayor and Councilmembers

a. General Announcements

JANUARY CALENDAR OF EVENTS

First Friday Concert: 7 Sharp 9

Friday, January 5 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

Movie Monday: Book Club

Monday, January 8 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Coffee With Council

Saturday, January 13 | 8:00 a.m. | The Local Peach

City Hall Closed For Martin Luther King Jr. Day Observance

Monday, January 15 | Sanitation & Recycling Services Normal Schedule

Policy Work Session

Tuesday, January 16 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Movie Monday: Book Club The Next Chapter

Monday, January 22 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Coming in February:**First Friday Concert: The Rainmen**

Friday, February 2 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

Historic Cemetery Tour

Sunday, February 4 | 2:00 p.m. | Norcross City Cemetery

K. Board Appointments

There are no Board, Commission, or Authority appointments/re-appointments for Mayor and Council to consider at this time.

L. Consent Agenda

1. [23-6897](#)

Replacement Bucket Truck Purchase

Purchase Bucket Truck for the net cost of \$57,293.00. ALTEC Industries has given Norcross Power the opportunity to purchase a nearly identical truck from their rental fleet (Global Rental). The replacement truck is new with full warranty. Otherwise, ordering would mean waiting until 2027.

[Agenda Report - 23 REPLACEMENT BUCKET](#)

[Quote](#)

2. [23-6888](#)

Award of Human Resources Information System (HRIS)

A recommendation to approve the award of a contract to NeoGov for the Human Resources Information System (HRIS) to improve the efficiency of the city's hiring, performance appraisal, training, and reporting processes.

[Agenda Report - Award of Human Resources Information System \(HRIS\)](#)

[NeoGov Service Agreement](#)

[NeoGov Quote](#)

3. [23-6890](#) **Appointment of Retained Professionals - Judges and Solicitors**
A recommendation to approve the following Retained Professionals list for FY24.
Chief Judge- Kenneth Wickham
Associate Judges- Erica Dove, Ethan Pham, E. R. Lanier, and Bill Brogdon
City Solicitor- Karen West
Assistant Solicitors- Bridget Scanlin, Rachael Groffsky, Kelsey Wiley and Gary Vey
[Agenda Report- Appointment of Retained Professionals - Judges and Solicitors](#)
4. [24-6905](#) **City Manager Annual Review Compensation 2023-2024**
City Manager's annual performance review conducted by Mayor and Council.
5. [23-6889](#) **Appointment of Mayor Pro Tem for 2024**
Annual election of a Councilmember to serve as Mayor Pro Tempore.

M. **Items for Discussion**

N. **Adjourn in memory of**

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

P. **Signed by_____ Mayor Craig Newton**

Q. **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**

City of Norcross

Legislation Details (With Details)

File #:	24-6898	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/2/2024 6:30 PM	In Control:	Mayor and Council
Title:	Swearing- in of Councilmember Andrew Hixson		

Sponsors:

Code Sections:

Attachments:

1. [Oath of Office - Hixson 2024](#)

Title

Swearing- in of Councilmember Andrew Hixson

City of Norcross

Oath of Office

Councilmember Andrew Hixson

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

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

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

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

So Help Me God.

January 2, 2024

Chief Magistrate Judge Kenneth
Wickham

Attest: Monique Philip, City Clerk

Attachment: Oath of Office - Hixson 2024 (24-6898 : Swearing- in of Councilmember Andrew Hixson)



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**

City of Norcross

Legislation Details (With Details)

File #:	24-6899	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/2/2024 6:30 PM	In Control:	Mayor and Council
Title:	Swearing- in of Councilmember Joshua Bare		

Sponsors:

Code Sections:

Attachments:

1. [Oath of Office - Bare 2024](#)

Title

Swearing- in of Councilmember Joshua Bare

City of Norcross

Oath of Office

Councilmember Josh Bare

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

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

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

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

So Help Me God.

January 2, 2024

Chief Magistrate Judge Kenneth Wickham

Attest: Monique Philip, City Clerk

Attachment: Oath of Office - Bare 2024 (24-6899 : Swearing- in of Councilmember Joshua Bare)



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**

City of Norcross

Legislation Details (With Details)

File #:	24-6900	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/2/2024 6:30 PM	In Control:	Mayor and Council
Title:	Swearing- in of Councilmember Marshall Cheek		

Sponsors:

Code Sections:

Attachments:

1. [Oath of Office - Cheek 2024](#)

Title

Swearing- in of Councilmember Marshall Cheek

City of Norcross

Oath of Office

Councilmember Marshall Cheek

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

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

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

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

So Help Me God.

January 2, 2024

Chief Magistrate Judge Kenneth Wickham

Attest: Monique Philip, City Clerk

Attachment: Oath of Office - Cheek 2024 (24-6900 : Swearing- in of Councilmember Marshall Cheek)



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**

City of Norcross

Legislation Details (With Details)

File #:	24-6903	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/2/2024 6:30 PM	In Control:	Mayor and Council
Title:	Approval of Previous Meeting Minutes		

Sponsors:

Code Sections:

Title
Approval of Previous Meeting Minutes

Drafter
Craig Newton

Motion
A motion to Approve the December 4th Regular Council Meeting Minutes and the December 18th Special Called Meeting, Policy Work Session and Executive Session.

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Minutes

Monday, December 4, 2023

6:30 PM

2nd Floor Community Room

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Dr. Arlene Beckles

Minutes Acceptance: Minutes of Dec 4, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

- A. Call to Order by Mayor Craig Newton
- B. Invocation
- 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	Excused	
Bruce Gaynor	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Josh Bare	Councilmember	Present	
Matt Myers	Councilmember	Present	
Dr. Arlene Beckles	Councilmember	Present	

Regular Meeting was called to order at 6:34 PM by Mayor Pro Tem Bruce Gaynor

- E. Presentation of previous meetings minutes for acceptance

23-6881: Approval of Previous Meeting Minutes

Motion

A motion to Approve the November 6th Special Called - Executive Session and Regular Council Meeting minutes, the November 14th Special Called - Executive Session meeting minutes, and November 20th Policy Work Session and Executive Session meeting minutes.

- a. Special Called Meeting - Special Meeting - Nov 6, 2023, 5:30 PM

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

- b. Mayor and Council - Regular Meeting - Nov 6, 2023, 6:30 PM

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

- c. Special Called Meeting - Special Meeting - Nov 14, 2023, 4:00 PM

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

- e. Policy Work Session - Policy Work Session - Nov 20, 2023, 6:30 PM

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

Minutes Acceptance: Minutes of Dec 4, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

F. Set agenda as presented for scheduled meeting.**1. 23-6884: Acceptance of the Agenda and Approval of Consent Agenda****Motion**

A motion to Accept the Agenda as Presented with the following items being moved to discussion:

23-6865: Request for Community Funding from Casa Gwinnett

23-6867: Cotton Gin Lease

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

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**H. Floor Open to Citizens Desiring to Address the Governing Authority****a. Comments by Citizens**

Faye McFarland - voiced concerns about on street parking in her (Sheffield) neighborhood

Ruthie Lachman Paul - voiced concerns about the architectural firm being an engineering firm.

b. Comments by Council**c. Comments by City Manager****PH. Public Hearings****J. Reports of the Mayor and Councilmembers****a. General Announcements****DECEMBER CALENDAR OF EVENTS****Carriage Rides**

Friday, December 1 - Friday, December 22

Every Tuesday, Wednesday & Friday | 6:30 - 8:30 p.m. | Skin Alley

Photos With Santa

Wednesday, December 6 - Friday, December 22

Every Wednesday & Friday | 6:00 - 8:00 p.m. | 45 South Café

Movie Monday: The Little Mermaid

Monday, December 11 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Coffee With Council

Saturday, December 16 | 8:00 a.m. | 45 South Café

Policy Work Session

Monday, December 18 | 6:30 p.m. | 2nd Floor Conference Room

City Hall Closed for Christmas Observance

Monday, December 25 & Tuesday, December 26 | Sanitation & Recycling Services Will Be Delayed

City Hall Closed for New Years Observance

Monday, January 1 | Sanitation & Recycling Services Will Be Delayed

K. Board Appointments**A. 23-6882: Board Appointment - Discovery Garden Park Board**

Motion

A motion to Approve the appointment of the following candidates and unexpired terms as presented:

Discovery Garden Park Board

Prasanna Chodey 6/1/2024

April MacManus 6/1/2025

Paul Sumner 6/1/2025

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

B. 23-6883: Board Appointment - Norcross Public Arts Commission

Motion

A motion to Approve the appointment of the following board member and unexpired term as presented:

Norcross Public Arts Commission

Vince Nicoletti 12/1/2026

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

L. Consent Agenda

RESULT:	ADOPTED ON CONSENT AGENDA [UNANIMOUS]
MOVER:	Josh Bare, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Gaynor, Hixson, Bare, Myers, Beckles

1. 23-6866: Donation for Green Roof at Johnson Dean Park

Motion

A motion to Accept a donation of \$25,000 from Connie Weathers' nonprofit organization Sustainable Norcross Inc., for the construction and maintenance of a Green Live Roof on the restrooms at Johnson Dean Park Forest Preserve.

2. 23-6868: Rental Contract for Norcross Cultural Arts & Community Center (Ballroom)

Motion

A motion to Approve the updated Cultural Arts & Community Center rental contract and schedule of fees starting January 1st, 2024.

Minutes Acceptance: Minutes of Dec 4, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

3. **23-6869: Mutual Aid Agreement Between All Gwinnett Agencies**

Motion

A motion to Approve an updated mutual aid agreement between all Gwinnett law enforcement agencies.

4. **23-6871: RFP PWUP 23-22 – Parks Shade Structures**

Motion

A motion to Approve adding the Park Shade Structures at Thrasher Park and Summerour Park to Capital Projects and to proceed with a Request for Proposals (RFP) for the advertisement of proposed shade structures.

5. **23-6872: Contract Award for Annual Seasonal Color Container Services**

Motion

A motion to Approve the award of a contract to The Garden Goddess, Inc. DBA Gardens By Design to perform annual seasonal color container services.

6. **23-6873: Contract Award for Stormwater Pipe Replacement**

Motion

A motion to Approve the award of a contract for stormwater pipe replacements to two contractors, DAF Concrete, Inc for four locations and Blount Construction Company for one location.

7. **23-6874: Mitchell Road Pipe Replacement Contract Award**

Motion

A motion to Approve the award of the Mitchell Road stormwater pipe replacement contract to Blount Construction Company, Inc.

8. **23-6875: 2023 SPLOST Road Resurfacing**

Motion

A motion to Approve staff to move forward with the issuance of an Invitation to Bid (ITB) for 2023 SPLOST Streets improvement Project.

9. **23-6830: Amendment to Insurance Licenses Ordinance**

Motion

A motion to amend 16-181 through 16-187 of the Norcross Code of Ordinances to base insurance license fees on the city's growing population, as provided for in the Official Code of Georgia, with the following enacting clause:

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

Minutes Acceptance: Minutes of Dec 4, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

M. Items for Discussion**1. 23-6865: Request for Community Funding from Casa Gwinnett**

Motion

A motion to table item 23-6865 to the December 18, 2023, Policy Work Session.

RESULT:	TABLED SENT TO [UNANIMOUS]
	Next: 12/18/2023 6:30 PM
TO:	Policy Work Session
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Gaynor, Hixson, Bare, Myers, Beckles

2. 23-6867: Cotton Gin Lease Extension

Motion

A motion to Approve a Second Amendment to the Intergovernmental Lease Agreement between the City of Norcross and the Downtown Development Authority (DDA) for the leasing and management of the common address and legal description, extending the term of the agreement for an additional five (5) years ending December 31, 2028.

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

N. Adjourn in memory of

The meeting adjourned at 7:13 PM with a motion by Councilmember Myers, seconded by Councilmember Hixson.

O. Adjourn to Executive Session for Personnel, Real Estate, or Legal**P. Signed by _____ Mayor Craig Newton****Q. Attest: _____ Monique Philip, City Clerk**

Minutes Acceptance: Minutes of Dec 4, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, December 18, 2023

5:00 PM

2nd Floor Conference Room

Special Called Meeting

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Arlene Beckles

Minutes Acceptance: Minutes of Dec 18, 2023 5:00 PM (Presentation of previous meetings minutes for acceptance)

I. Call to Order by Mayor Craig Newton

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

Executive Session was called to order at 5:16 PM by Mayor Craig Newton

II. Roll Call (recorded)**III. Meeting Closed for Executive Session to Discuss Personnel****IV. Return to Open Session for Actions from Executive Session**

A motion was made by Councilmember Myers, seconded by Councilmember Gaynor, to approve that the City Manager receives the same merit increase of 6% provided to the employees and shall be retroactive to October 12, 2023. Unanimous vote: Gaynor, Hixson, Bare, Myers, Beckles.

V. Signed by _____ Mayor Craig Newton

VI. Attest _____ Monique Philip, City Clerk

Minutes Acceptance: Minutes of Dec 18, 2023 5:00 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, December 18, 2023

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 Dr. Arlene Beckles

Minutes Acceptance: Minutes of Dec 18, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Roll Call (recorded)

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

Policy Work Session was called to order at 6:38 PM by Mayor Craig Newton

B. Citizen Input**C. Board Updates****D. General Updates****E. Council - General Discussion****F. City Manager's Report****G. Board Appointments****H. Items for Discussion****1. 23-6897: Replacement Bucket Truck Purchase**

RESULT: THIS MATTER WAS REFERRED TO

Next: 1/2/2024 6:30 PM

TO: Mayor and Council

2. 23-6865: Request for Community Funding from Casa Gwinnett

RESULT: WITHDRAWN

3. 23-6888: Award of Human Resources Information System (HRIS)

RESULT: THIS MATTER WAS REFERRED TO

Next: 1/2/2024 6:30 PM

TO: Mayor and Council

4. 23-6890: Appointment of Retained Professionals - Judges and Solicitors

RESULT: THIS MATTER WAS REFERRED TO

Next: 1/2/2024 6:30 PM

TO: Mayor and Council

Minutes Acceptance: Minutes of Dec 18, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

5. **22-6595: Hiring and Promotion Policy Discussion**

RESULT:	DISCUSSED NO FURTHER ACTION NECESSARY
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6. **23-6891: Work-Life Balance – Time Management for PWS & CC Meetings**

RESULT:	ITEM PRESENTED REQUIRES FURTHER EXAMINATION BY THE CITY MANAGER
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7. **23-6876: Review and Revision of Charter Language**

RESULT:	THIS MATTER WAS REFERRED TO
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TO:	Next: 1/16/2024 6:30 PM Policy Work Session
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8. **23-6889: Appointment of Mayor Pro Tem for 2024**

RESULT:	THIS MATTER WAS REFERRED TO
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TO:	Next: 1/2/2024 6:30 PM Mayor and Council
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I. **Adjourn to Executive Session for Personnel, Real Estate, or Legal**

A motion was made by Councilmember Bare, seconded by Councilmember Myers to adjourn to executive session for Personnel, Real Estate, and Legal. The meeting was closed at 10:25 PM.

J. **Signed by:** _____ **Mayor Craig Newton**K. **Attest:** _____ **Monique Philip, City Clerk**

Minutes Acceptance: Minutes of Dec 18, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)



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

Agenda Report

To: Mayor and Council

From: Steve Gaines, Superintendent- Norcross Power

Meeting Date: December 18, 2023 – Policy Work Session

Item No.: 23- 6892

Title: Replacement Bucket Truck Purchase

CC: Eric Johnson

Recommendation: Authorize adding a capital equipment item to the City's FY 24 list of approved capital projects for the replacement of a Norcross Power ALTEC bucket truck totalled in March 2023; and authorize the purchase of a Ford 600 with Altec modifications by the Electric Fund for a purchase price of \$187,482.

Background: Norcross Power received a new ALTEC bucket truck in the first quarter of 2022 funded from budget year FY 21. Roughly one year later (Mid-March 2023), the truck was stuck by a car and sent into a ditch totalling the truck. The City operator was not at fault. The City has used a rental truck while waiting for the insurance claim to be settled. The Georgia Interlocal Risk Management Agency (GIRMA) has noticed the City of the settlement in the amount of \$130,189. ALTEC Industries has given Norcross Power the opportunity to purchase a near identical truck from their rental fleet (Global Rental). The replacement truck is new with full-warranty. Otherwise, ordering a new truck would mean waiting until 2027. The City expects an added reimbursement for costs associated with the rental truck the City has used.

Financial Impact: Cost of the new truck is \$187,482.00. Insurance settlement will be \$130,189.00, for a net cost to the Electric Fund of \$57,293.

Consistent with Comprehensive Plan?

Furtheres the City's Tradition of Strong Leadership and High Level of Quality Services

Next Steps: Purchase New Bucket Truck & collect insurance funds.

Attachments: Global Rental Pricing/ Insurance Proof of Loss Document.



Quote Number: 1023202302
 Opportunity Number:
 Sourcewell Contract #: 062320-ALT
 Date: 10/23/2023

Quoted for: City of Norcross GA
 Quoted by: Jim Kenan
 Phone: / Email: (205) 837-2440 / jim.kenan@altec.com

REFERENCE MODEL	Sourcewell Price
AT37-G 4x4, 2022	\$129,049

(A.) Sourcewell Options On Contract

1		
2		
3		

SOURCEWELL OPTIONS TOTAL: **\$129,049**

(A.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Unit to be Altec AT48M in lieu of AT37-G	\$42,377
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Chassis and unit body to be 2023 model year in lieu of 2022	\$12,916
		Chassis to be F600 in lieu of F550	\$2,000
8	OTHER		
9			
OPEN MARKET OPTIONS TOTAL:			\$57,293

SUB-TOTAL FOR UNIT/BODY/CHASSIS: **\$186,342**

Delivery to Customer: **\$1,140**

TOTAL FOR UNIT/BODY/CHASSIS: **\$187,482**

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		
2		
3		
4		

Pricing valid for 45 days and may be subject to availability at time of order

NOTES

** Denotes FET fees were paid when unit was new. Global is not FET exempt.

All items listed subject to availability, quote provided at time of request detailing options

Delivery is \$3.00 / mile

Alternate year models may be available in addition to the ones shown here, they will be discounted / priced appropriately to reflect this

Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)

PAINT COLOR: White to match chassis, unless otherwise specified

TO ORDER: To order, please contact the Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than _____ days ARO, FOB Customer Location

TERMS: Net 10 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

Sourcewell Global Quote Template 9-8-23

SWORN STATEMENT IN PROOF OF LOSS
CITY OF NORCROSS 010474-039305-AP-01

\$ _____
 AMOUNT OF POLICY AT TIME OF LOSS

GIRMA/2022-2023
 POLICY NUMBER

MAY 01, 2022
 DATE ISSUED

GIRMA
 AGENCY AT

MAY 01, 2023
 DATE EXPIRES

GMA
 AGENT

To the CITY OF NORCROSS
 of GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
 At the time of loss, by the above-indicated policy of insurance, you insured CITY OF NORCROSS

against loss by MOTOR VEHICLE ACCIDENT
 to the property described under Section "A," according to the terms and conditions of said policy and all forms, endorsements, transfers and assignments attached hereto.

1. Time and Origin: A MVA loss occurred about the hour of 10:25 o'clock AM,
 on the 20th day of March 2023

The cause and origin of said loss was Insured Vehicle was traveling on the road when struck and both vehicles went into a ditch.

2. Occupancy: The building described or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: N/A

3. Title and interest: At the time of the loss the interest of your insured in the property described therein was CITY OF NORCROSS
2022 Ford F-550 VIN# 1FDUF5HT6NOA04447

No other person or persons had any interest therein or encumbrance thereon, except: _____

4. Changes: Since the said policy was issued, there has been no assignment thereof, or change of interest, use, occupancy, possession, location, or exposure of the property described, except: N/A

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, \$ _____ as more particularly specified in the apportionment attached under Schedule "C," besides where there was no policy or other contract of insurance, written or oral, valid or invalid.

6. The Actual Cash Value of said property at the time of the loss was \$ 130,189.00

7. The Whole Loss and Damage was \$ 130,189.00

8. Less Amount of Deductible/S.I.R. \$ GIRMA TO COLLECT

9. The Amount Claimed under the above-numbered policy is \$ 130,189.00

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of _____

County of _____

CITY OF NORCROSS Insured

Subscribed and sworn to before me this _____ day of _____ 20____

 Notary Public



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

Agenda Report

To: Mayor and Council

From: Ruthy Lachman Paul, representing CASA Gwinnett County

Meeting Date: December 18, 2023 – Policy Work Session

Item No.: 23- 6865

Title: Request for Community Funding from CASA Gwinnett

CC: Eric Johnson, City Manager

Recommendation

A request for funding for a CASA event in the Community Center on February 10th, 2024.

Background

Gwinnett County CASA volunteers make sure that a child's basic rights and essential needs are not overlooked or ignored by the system. I am proud to serve as a volunteer for Gwinnett CASA. The goal of Gwinnett County CASA is to ensure that children have their medical, dental, educational, and therapeutic needs met. This is a mission that each volunteer commits to, and our goal is to celebrate and honor this commitment. The funds requested will benefit the volunteers who make Gwinnett County CASA work. These volunteers, who spend countless hours of their time supporting the organization's goals and mission, this mission is aimed at helping make sure basic rights and essential needs are not overlooked or ignored by the system.

Financial Impact – up to \$5355.00

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

Yes. As is in line with the City of Norcross' goal to maintain a vibrant economy and continue to facilitate job growth Norcross businesses.

Next Steps- Approval, at the Mayor and Council Meeting, Monday, December 4th, 6:30 PM

Attachments - Community Sponsorship Application

Update N/A

Minutes Acceptance: Minutes of Dec 18, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross Community Request for Funding Form

Please complete the following form, giving as much information as possible.

Section 1: Contact Information

Name of organization:	Ruthy Lachman Paul, representing CASA Gwinnett County
Address:	Ruthy Lachman Paul 570 Longview Dr Norcross, GA 30071
Main contact:	Ruthy Lachman Paul
Position in organization:	Gwinnett CASA Volunteer
Address (if different from above):	CASA Gwinnett County Address 115 Stone Mountain Street Lawrenceville, Georgia
Email:	RuthyLP@outlook.com
Daytime telephone number:	+1(856) 776-6062

Section 2: About your organization

2.1 Is this organization a registered non-profit organization? Yes ☐ No ☒

As an affiliate of Georgia CASA, Inc., Gwinnett County CASA can receive designated pass-through funding via Georgia CASA. Enclosed is Georgia CASA's 501c3 letter.

If no, does your organization have a constitution/ rules which it follows? Yes* ☐ No ☐

*If yes, please include a copy in your application.

Minutes Acceptance: Minutes of Dec 18, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

2.2 Who does this organization support/benefit?

You can make the difference in the life of a child by supporting Gwinnett County CASA volunteers. Gwinnett County CASA volunteers are court-appointed special advocates whose sole mission is to advocate for the children in an overburdened foster care and child welfare system.

CASA volunteers make sure that a child's basic rights and essential needs are not overlooked or ignored by the system. I am proud to serve as a volunteer for Gwinnett CASA. The goal of Gwinnett CASA is to ensure that children have their medical, dental, educational, and therapeutic needs met.

The funds requested will benefit the volunteers who make CASA Gwinnett work. These volunteers, who spend countless hours of their time to support the organization's goals and mission, This mission is aimed at helping make sure basic rights and essential needs are not overlooked or ignored by the system.

Note: City of Norcross seeks to support charities, non-profit organizations and community groups whose impact pursues to provide positive community development but will view any application form on a case by case basis.

2.3 What are the aims of this organization and what kind of activities/projects does it run?

Gwinnett CASA believes that every child deserves to be treated with dignity and respect. The aim of Gwinnett CASA is to obtain safety for every child in our care and to provide each child with the opportunity to thrive in a loving family. We advocate for the best interests of every child and place primary importance on providing for the medical, dental, educational, and therapeutic needs of each child.

2.4 Description of how the Donation Request Amount will be of benefit to the Norcross

Community? The main goal of the funding proposal is to enable the city of Norcross and the Gwinnett CASA

volunteers to reap mutual benefits. We plan to do both by patronizing the city's vendors and businesses. We will aim to exclusively purchase from and utilize local Norcross businesses.

We are asking for a donation so that the Gwinnett CASA volunteers have the chance to socialize with one another, get to know their fellow volunteers, and enjoy the successes that come from their advocacy work. By providing us with funding for this appreciation event on 10 February, 2024, the city of Norcross will achieve both goals.

Section 3: The Need

3.1 How much funding is the organization requesting for the Donation?

We are requesting \$5,355.00

3.2 Does this Funding from the City of Norcross include Sponsorship for the organization? Yes X No
If yes, please explain the current sponsorship display format: (Example: City of Norcross Logo in the weekly bulletin?) on the invention and display on the event.

Section 4: Confirmation

For our information, please specify where you heard about City of Norcross funding initiative: Council members

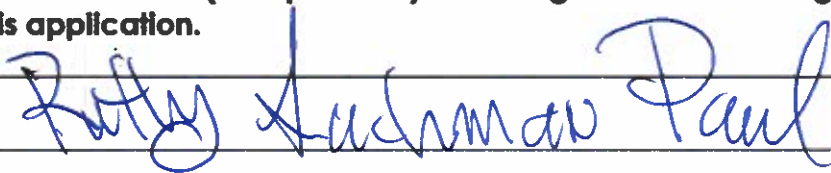
For us to process your application please ensure you have:

- Answered all questions on this form
- Signed the form
- Enclosed a copy of your constitution/non-profit designation if necessary

By signing below, you are confirming:

- You have read and understood the City of Norcross Funding Request Guidelines.
- All the information supplied in this donation application is correct.
- The Management Committee (or equivalent) of the organization have agreed to the submission of this application.

Signature:



Print name:

Ruthy Lachman Paul

Date:

11/9/2023

City of Norcross Administrator only:

Verifies that a City of Norcross Admin has reviewed this application form.

Signature:

Print name:

Date:

Minutes Acceptance: Minutes of Dec 18, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
C - 1130
ATLANTA, GA 30301

DEPARTMENT OF THE TREASURY

Date: JAN 25 1993

Employer Identification Number:
58-1792382

Contact Persons:

JAMES ST. JULIEN

Contact Telephone Number:
(404) 331-0171

GEORGIA COURT APPOINTED SPECIAL
ADVOCATES INC
1900 EMEKY ST SUITE 308
ATLANTA, GA 30318

Our Letter Dated:
September 21, 1988
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

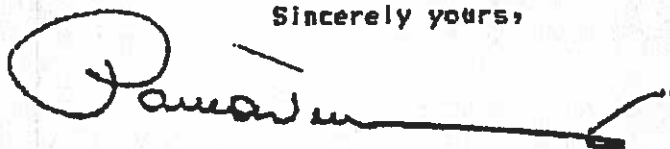
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Paul Williams
District Director

Minutes Acceptance: Minutes of Dec 18, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)



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

Agenda Report

To: Mayor and Council

From: Camille Washington, Human Resources Manager

Meeting Date: December 18, 2023 – Policy Work Session

Item No.:

Title: Award of Human Resources Information System (HRIS)

CC: Eric Johnson, City Manager

Recommendation

Approve the award of a contract to NeoGov for the Human Resources Information System (HRIS) to improve the efficiency of the city's hiring, performance appraisal, training, and reporting processes.

Background

The City Council authorized the issuance of a request for proposals on July 17, 2023. Three vendors responded: Neo Gov, HR Partners, and CBIZ Human Capital Management. A selection committee comprising Sergeant Merlin Fabian, IT Director Dr. James Trent, and Clerk of Court Maurice Shepherd reviewed and scored the proposals and selected Neo Gov as the highest-scoring vendor.

Consistent with Comprehensive Plan?

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

Financial Impact

Funding for the HRIS is in the FY24 budget. An estimated amount of \$74,000 was appropriated for this project. The cost of proposals will be \$30,176 in year one and \$35,752 in year two. The cost accounted for 25% of the points awarded in the selection process. The cost of this proposal is \$65,928.00 for a two-year option.

Next Steps

The Mayor and council's approval of the selected vendor and Human Resources will work with the vendor to begin the implementation process.

Attachments

NeoGov Service Agreement

NeoGov Quote

SERVICES AGREEMENT

V071423

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
 - a) **Subscription Grant.** “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. **Customer Responsibilities.** Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make

Minutes Acceptance: Minutes of Dec 18, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. “Professional Services” shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services may include training, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. Payment Terms.
 - a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) as set forth in an Order Form within thirty (30) days of the date of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated “Bill To” party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
 - b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV’s net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV’s request therefor.
 - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer’s convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV’s failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.

- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
 - c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
 - d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
 - e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual

data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. Data Processing and Privacy.
 - a) Customer Data. “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
 - b) Platform Data. “Platform Data” shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
 - c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the “EU”) or the United Kingdom (“UK”), or has Authorized Users accessing the Services from the EU or UK, the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless

otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

- e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.
- a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
 - c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the

extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.
- e) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
- i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
18. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
19. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
20. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
21. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.
22. General.
 - a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

- b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
- c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
- d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.
- e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.
6. **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term “subcontractors” shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any



access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Minutes Acceptance: Minutes of Dec 18, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Exhibit A Order Form

NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
 2120 Park Pl, Suite 100
 El Segundo, CA 90245
 United States
 billing@neogov.com
 Sales Rep: Addi Eisenfeld

Norcross, City of (GA)
 65 Lawrenceville Street
 Norcross, GA 30071
 USA

Quote Valid From: 10/25/2023
 Quote Valid To: 12/29/2023

Quote Number: Q-09010
 PaymentTerms: Annual,Net 30
 Subscription Term in Months: 24

Employee Count: 128
 Order Summary

Year 1

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING			\$3,030.00
Insight Setup	ONE-TIME			\$2,400.00
Onboard Subscription	RECURRING			\$2,651.00
Onboard Setup	ONE-TIME			\$1,800.00
Perform Subscription	RECURRING			\$4,545.00
Perform Setup	ONE-TIME			\$2,400.00
Governmentjobs.com Subscription	RECURRING			\$1,000.50
New Hire Export (IN+ON Data) Subscription	RECURRING			\$604.00
New Hire Export (IN+ON) Setup	ONE-TIME			\$3,300.00
Candidate Text Messaging Subscription	RECURRING			\$288.50
Learn Subscription	RECURRING			\$5,757.00
Learn Setup	ONE-TIME			\$2,400.00
Year 1 TOTAL:				\$30,176.00

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Year 2

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING			\$6,060.00
Onboard Subscription	RECURRING			\$5,302.00
Perform Subscription	RECURRING			\$9,090.00
Governmentjobs.com Subscription	RECURRING			\$2,001.00
New Hire Export (IN+ON Data) Subscription	RECURRING			\$1,208.00
Candidate Text Messaging Subscription	RECURRING			\$577.00
Learn Subscription	RECURRING			\$11,514.00
Year 2 TOTAL:				\$35,752.00

ORDER TOTAL (USD) : **\$65,928.00**

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A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

1. Initial Term: 24 Months

**"Norcross, City of
(GA)"**

Signature:

Print Name:

Date:

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COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE PHILIP**

Agenda Report

To: Mayor and Council

From: Maurice Shepherd, Court Administrator/Chief Clerk of Court

Meeting Date: December 18, 2023 – Policy Work Session

Item No.: 23- (provided by Clerks)

Title: Appointment of Retained Professionals – Judges and Solicitors

CC: Eric Johnson, City Manager

Recommendation

To approve the Retained Professionals list for the year 2023-2024.

Background

Pursuant to the requirements of the City Charter, the following positions are required to be filled by appointment by the Mayor and Council for the years 2023-2024.

Chief Judge- Kenneth Wickham

Associate Judges- Erica Dove, Ethan Pham, E. R. Lanier, and Bill Brogdon

City Solicitor- Karen West

Assistant Solicitors- Bridget Scanlin, Rachael Groffsky, Kelsey Wiley and Gary Vey

Financial Impact

Funds have already been approved and budgeted for the year 2023-2024.

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

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

Next Steps – NA

Attachments – NA

Update – NA



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Agenda Report

To: Mayor and Council

From: Councilmember Dr. Arlene Beckles

Meeting Date: December 18, 2023 – Policy Work Session

Item No.: 23-6595

Title: Hiring and Promotion Policy - Update

CC: Eric Johnson, City Manager

Recommendation

Discuss Hiring and Promotion policies and practices. This item now becomes Job Reclassification.

Background

There is no consistency in the hiring and promotion of staff. Some positions are advertised internally/externally and follow the current prescribed HR process, while others bypass the process. Streamlining our hiring process is critical and requires a systematic approach.

Financial Impact

Estimated \$400 (yearly subscription and professional services)

Consistent with Comprehensive Plan?

The goal is to shape the City's direction by continuing to define Norcross' sense of place by strengthening the City as an inclusive and safe environment to live, work, and play.

Next Steps

The City needs to invest in SHRM's SaaS Employee Handbook Builder to manage the Employee Handbook more effectively and efficiently. This will provide an automated process where HR can stay current with federal agency updates and move away from the current antiquated paper handbook. Employees will always have the most recent handbook readily available in an online forum.

Attachments

Reclassification Policy

Process Flows

Update

Mayor and Council have decided to pursue an independent HR Audit investigation. These audits are designed to avoid legal and regulatory liability arising from an organization's HR policies and practices, or lack thereof. In addition to identifying areas of legal risk and providing best practices, these audits are often designed to provide a city's executive team with information about its organization's culture and execution that decision-makers can use to create proactive policies and corrective actions.

I recommend that the Mayor and Council table this discussion to the September 18th Policy Work Session while further research is pending.

Update – Awaiting information from HR and request that this item be moved to October PWS

Update – December PWS Hiring and Promotion process was reviewed, and a Job Reclassification Policy was suggested to be more appropriate. Process flow diagrams for Hiring and Promotion were provided as guidelines. A subsequent draft Job Reclassification Policy was presented with the caveat that a process diagram needs to be created to understand this new policy and its process better.

HR will add the approved policy to the Employee Handbook.



Policy Title:	Job Reclassification Policy
Department:	Human Resources
Review Date:	10/10/2023
Updates:	Document what changes were made here: Example Gossip Policy – Additional context was added for clarification
Next Review Date	Plus 1 year from Review Date
Published (Released):	11/15/2023 – This field should be embedded so that it updates automatically

Each city job has a classification that reflects its unique duties and responsibilities, technical skills, and knowledge requirements. A classification is assigned to a pay range based on the complexity of these requirements, with classes assigned to a higher pay range when they have more complex requirements. A reclassification may be based on changes in a position's responsibilities and an explanation of what occurred (e.g., reorganization or new mandates) to cause the change(s) in responsibilities. To assess a potential reclassification, City staff may employ the services of an outside firm with classification expertise as deemed appropriate by the Human Resources Department with the approval of the City Manager. (needs M&C review and adoption?)

A reclassification occurs when significant changes in the position's job requirements – either added or removed – but not simply a change in workload with the exact requirements. A reclassification can occur to either a vacant or filled position. Examples of what may or may not result in a reclassification are provided below.

When a *vacant* position is reclassified, the position will be recruited after the reclassification, and the City will advertise the new classification. It will be the responsibility of the supervisor of the position to work with the Human Resources Department to determine whether an internal advertisement should occur due to the likelihood of one or more qualified internal candidates before external advertising of the position. A position can be advertised internally and externally simultaneously.

When a *filled* position is reclassified – due to the addition or deletion of requirements as specified above – the position will not be advertised internally or externally because no vacancy exists to be filled. A pay adjustment will be consistent with established promotion or demotion rules. [where can this policy be found?]

All reclassifications must be approved by the City Manager. The City Council must be notified at the time of reclassification – whether of a filled or vacant position. (M&C review and adoption ?)



The Department Head is responsible for initiating a reclassification review, which must include an explanation of the reasons supporting the reclassification request. A reclassification request must be submitted to the City Manager for consideration. (must include HR)

Examples of valid reasons for reclassification:

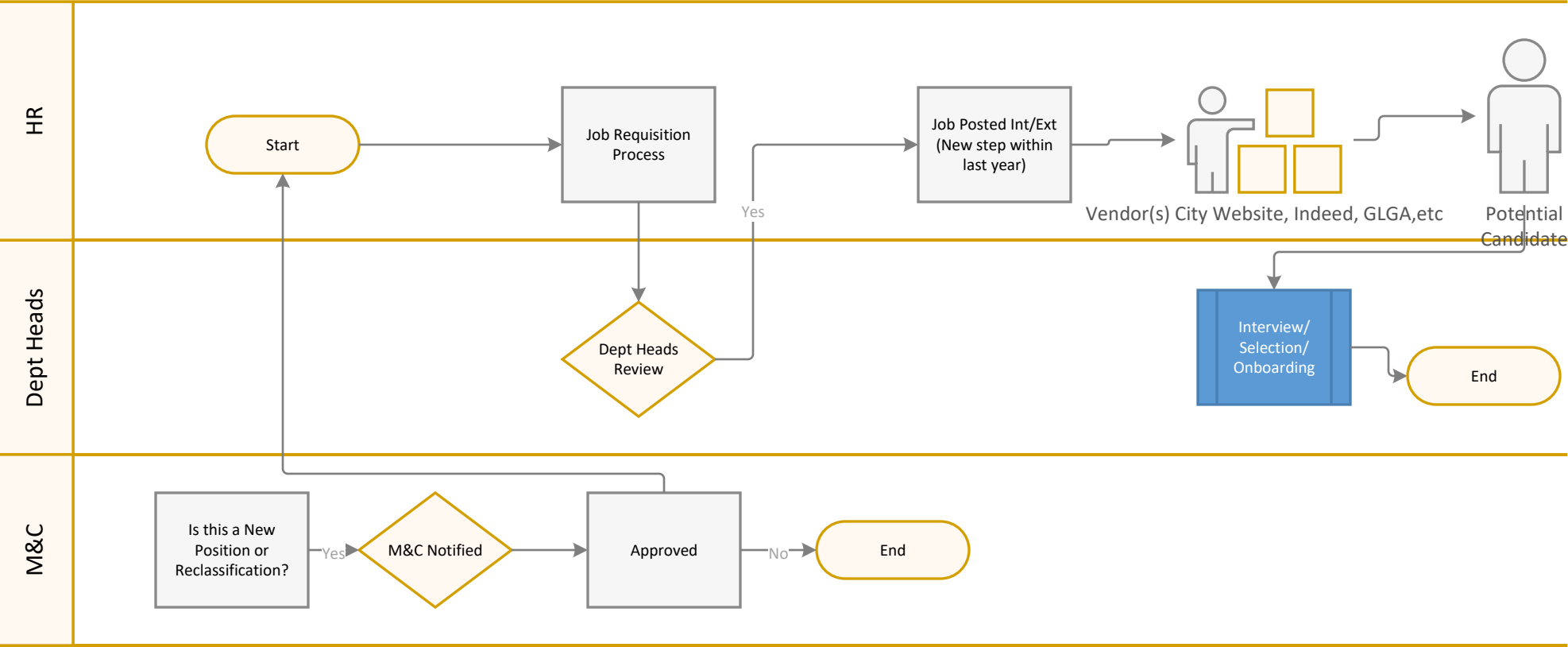
- A significant function is added or removed from the position.
- Methods for performing the work require significantly higher or lower knowledge or skill levels than indicated in the class specification.
- The position is assigned responsibility for making program recommendations and decisions with a degree of authority and independence not typical of other positions in the class.
- The position is allocated to a non-supervisory class but has been assigned full supervisory responsibility for work at the same level.

Examples which do not justify reclassification:

- The workload has significantly increased.
- Work performance is far superior to that of co-workers.
- An employee possesses higher qualifications in terms of education or experience than other employees in the classification or has recently received a relevant college degree or certification.
- An employee must learn new technologies or otherwise update their skills to perform the same duties using new methods.
- An employee has new duties that are similar in nature and equally or less complex than those expected of their current classification.

Legal review?

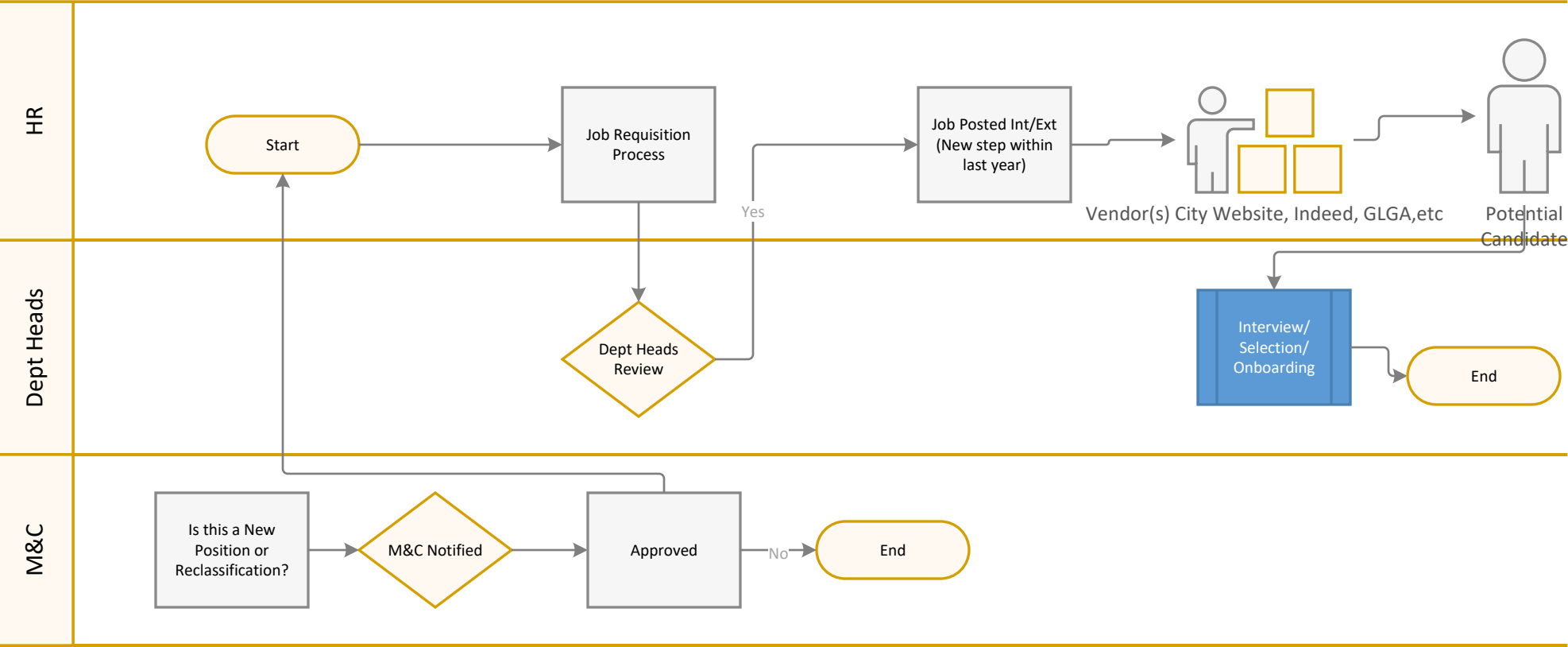
Hiring Process



Exceptions:
Jobs on Rotation: Police Officers and Communications Personnel

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Promotion Process



Example:
Asst to City Manager position becomes vacant; HR follows the New Hire Process

Exception – Dept Head decides on Internal Candidate – Promotion or Lateral Move?

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Job Reclassification Process	
HR	Start
Dept Heads	
M&C	

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Agenda Report

To: Mayor and Council

From: Councilmember Dr. Arlene Beckles

Meeting Date: December 18, 2023 – Policy Work Session

Item No.: 23- (provided by Clerks)

Title: Work-Life Balance – Time Management for PWS, CC, Exec Meetings

CC: Eric Johnson, City Manager

Recommendation: Prioritize staff well-being by encouraging and promoting a healthy work-life balance to enhance productivity and overall job satisfaction. Council Meetings and Policy Work Sessions should be no more than 2.5 hours and no more than ten (10) agenda items. If an Agenda or Executive item discussion is longer than ten (10) minutes, consider moving the item to the following Policy Work Session/Executive Session for further discussion if the item is not time-sensitive.

Background: The Cultural Assessment Report requested by the Mayor and Council has provided several remedial items that can be implemented to help foster a positive culture. One such item is Time Management for our Policy Work Sessions, City Council, and Executive meetings. In addition, results from 2022 and 2023 Employee Surveys show employee concerns about excessive hours.

Financial Impact: TBD

Consistent with Comprehensive Plan: The related goal is to shape the city's direction by continuing to define Norcross' sense of place by strengthening the city as an inclusive and safe environment to live, work, and play.

Next Steps: Invest in an online time management training course for All Employees, including Mayor & Council. The City Clerk will have a time clock at all meetings that is visible to both Mayor & Council and citizens. Mayor & Council to be fully prepared at all meetings.

Attachments:

HRD Report



HUMAN RESOURCE
DIMENSIONS human Capital Solutions



Cultural Assessment

Prepared for: City of Norcross
Prepared by: Human Resource Dimensions
Date: May 12, 2023

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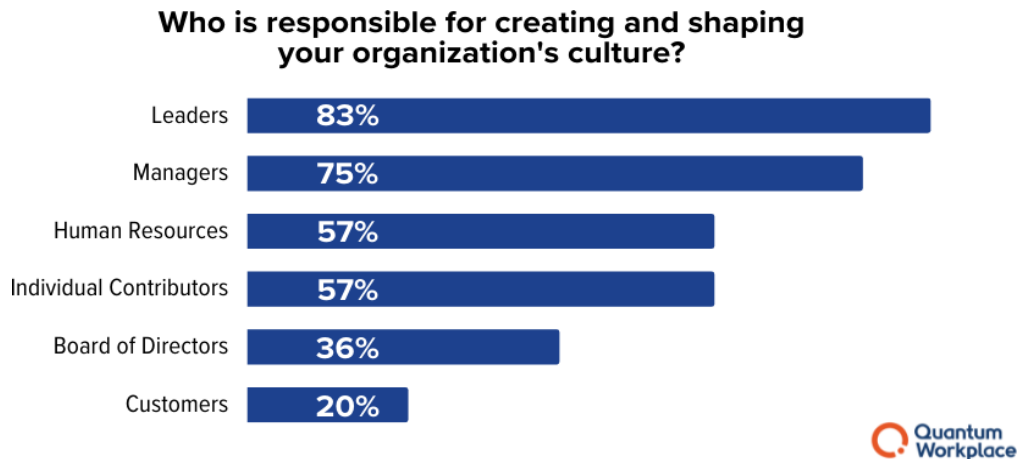
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WHAT IS ORGANIZATIONAL CULTURE?

Even though culture is all around us, even at work, different people define it differently. On the most basic level, Forbes defines workplace culture as: "The shared values, belief systems, attitudes, and the set of assumptions that people in a workplace share."

Employees want to feel connected to their colleagues and to the company's mission and core values. Put another way, employees want a positive culture. And it seems like companies want that as well. In fact, research by Deloitte shows 94% of executives and 88% of employees believe a distinct corporate culture is important to business success.



Ensuring a healthy workplace culture creates two critical side effects to an organization's success:

A healthy workplace culture **attracts and retains employees.**

A positive workplace culture is one that is built on meaningful work, open communication, and core values. The ultimate benefit for employer is that once an employee is embraced by a strong workplace culture like this, they don't have many reasons to leave.

To attract top job candidates and retain them, organizations need to immerse new hires in this positive company culture that truly embodies their core values from day one. This helps employees to quickly start connecting with the overall business as well as their unique role within it.

However, reciting core values once during onboarding isn't going to retain employees. If the company's leadership team has employee growth and shared values in mind, employees are more likely to do their best work.

The higher an employee rates their company culture, the lower the chances are they will leave the organization. When organizations put company policies in place that elevate an employee's experience, it allows employees to feel secure and supported in their role.

A healthy workplace culture **increases employee engagement.**

A true positive workplace culture is one that shifts and evolves based on the different needs and attitudes of employees, as well as has mechanisms in place to solve problems that may lead to a toxic culture. With these mechanisms in place, employees are better able to engage in their work.

Organizations that have implemented six main organization-wide drivers of employee engagement create a positive culture in the workplace.

1. The leaders of the organization are committed to making it a great place to work.

A healthy culture is the key to creating a great place to work, but without the dedication of the organization's leadership team, it is nearly impossible to build a sustainable positive work culture.

2. Trust in the leaders of the organization to set the right course.

Workplace culture starts at the top. Leaders who prioritize work-life balance, a positive attitude, and mutual respect with employees can actively encourage employees to feel empowered to do their best work.

3. Belief that the organization will be successful in the future.

Toxic workplace culture isn't just bad for engagement, it's also bad for business. Why? Because those two things go hand in hand. To prevent toxicity from seeping into a company, leaders should look at improving engagement and employee happiness as a way to ensure organizational success.

4. Understanding of how I fit into the organization's future plans.

Workplace culture is all encompassing, but unless employees are aware of how their day-to-day work impacts the business, it can be hard to maintain engagement.

Having a culture that makes an employee feel secure and appreciated in their role can help prevent that. When recognition is embedded in the organization's culture, employees are 5x as likely to see a path to grow at their organization.

5. The leaders of the organization value people as their most important resource.

There are few things more powerful for employee engagement than appreciation. A healthy workplace culture with a foundation of recognition shows employees they are valued and has the power to lift employees to new heights.

6. The organization makes investments to make employees more successful.

Building workplace cultures on a foundation of continuous performance management and learning and development shows employees how valuable they are to the company, boosting job satisfaction and employee happiness.

Employees who feel their organization encourages their development were those that experienced authentic, equitable, and fulfilling employee recognition that was embedded into the company's culture.

DESCRIBING CULTURE

Something as far-reaching as culture can be hard to describe; every company has a different mission and set of core values that shape the norms in the workplace. There are, however, a number of words that are often used to describe **positive** cultures including these words pulled from *Quantum's Great Place to Work Surveys*:

Challenging	Friendly	Engaging
Rewarding	Collaborative	Flexible
Supportive	Exciting	Caring
Family	Professional	Busy
Fast paced	Innovative	Teamwork
Motivating	Positive	Comfortable
Integrity	Trusting	Fun

Employees want to enjoy the time they spend at work – both in their role and with their colleagues. And when done effectively, creating a positive culture can have a significant impact on things like work-life balance, retaining top talent, and the comfortability to share new ideas.

The following is a list of words created based on the responses to the question **“How would you describe the current culture of the City of Norcross as an employer?”** The list is in order of how often the description was used:

Training	Micromanaging	Gossip	Mistake
Silos	Open	Expectations	Friendly
Happy	Nightmare	Rewarding	Rude
Accountable	Balanced	Challenging	Family
Imbalanced	Service	Accountability	Bad
Camaraderie	Catty	Conservative	Difficult
Disconnected	Disrespectful	Diverse	Favoritism
Fearful	Flexible	Inclusive	Misogynistic
Racist	Supportive	Teamwork	Trusting
Untrusting	Unfair		

► CULTURAL ASSESSMENT PROCESS

Cultural Assessment and Needs Analysis

Human Resource Dimensions, Inc. conducted interviews and discussions with key stakeholders and other necessary employees to perform a Cultural Assessment of the City of Norcross as an employer.



PHASE I: Data Gathering

Focused on the following key areas:

- Coaching & Performance Management
- Employee Development & Training
- Employee Engagement, Retention and Recognition
- Total Rewards
- Change Management
- Communication
- HR Support
- Employee perspective on company and culture



PHASE II: Presentation to Key Stakeholders

A meeting will be held to discuss the findings of the assessment and recommend an appropriate path forward including the following:

- Identification of any critical issues relative to the business operations and development of an immediate and future action plan
- Identification of best practices and recommendations to implement
- Identification of other areas of immediate concern
- Discussion of an action plan for the future

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► CULTURAL ASSESSMENT REPORT HIGHLIGHTS

Organizational Strengths



Skilled and talented employees



Development Opportunities



Compensation Market Awareness



Employees take pride in the work that they do for organization



Employees have strong allegiance to one another **within** departments

Organizational Opportunities



Develop a Strategic HR Function



Increase Trust in Leadership



Managing Cultural Change



Company-wide engagement and communication



Physical obstacles **between** departments

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► AREAS OF FOCUS

Employee Coaching and Performance Management

Observations

- Performance Management process does have consistent structure and documentation but lacks consistency in application across departments – possibly due to lack of training for Dept Heads
- Performance review process is a supervisor assessment only; no 180- or 360-degree feedback
- Coaching/mentoring discussions can sometimes make the recipient feel as though they are “less than” their peers

Opportunities

- Drive culture of open feedback and development conversations throughout the year – Communication, Accountability, Transparency
- Make the performance review process more meaningful for employees who meet the established goals and create a pay for performance structure
- Develop Talent bench strength through this process
- Goal setting to go beyond behavioral and tie to objective, measurable achievements
- Clearly articulate organizational goals and tie to performance review process



Employee Development and Training

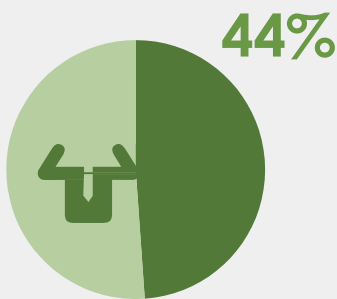
Observations

- Employees have a desire to contribute and do more, but lack guidance from Management
- Training opportunities are welcomed and used by the majority of City employees
- Employees would like to see compensation tied to completion of training & education
- New hire training needs to be formalized and documented
- Structured Leadership development programs seem to be lacking

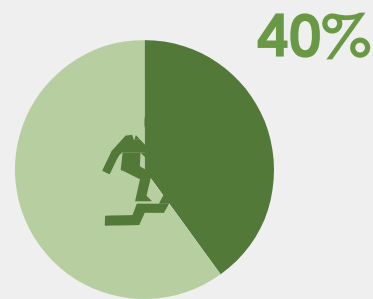
Opportunities

- Integrate career development conversation into performance evaluations
- Provide access to strategic training and development opportunities
- Assess workforce for succession planning and communicate requirements for next level advancement to employees
- Organization-Wide training programs - Management Training, Conflict Management, High Performing Teams, Effective Communication, Team Work Styles, Anti-Harassment

Employees with **Professional development opportunities** are **15% more engaged.**



of employees say a lack of career growth and advancement opportunities is their **top source of stress.**



of organizations admit they rarely or **never provide career planning or development.**

Source: <https://www.betterbuys.com/lms/professional-development-stats/>

Engagement, Recognition, and Retention

Observations

- Employees remain with the organization because of the **people** on their immediate team not because of the City as an employer
- Teams are relatively cohesive, however departments are siloed
- Inconsistent employee recognition throughout organization. Employee of the Month recognition programs currently in place for Public Safety and Public Works but exclude other departments
- Annual Recognition Program and Service Awards includes all employees
- Employees enjoy participation on Wellness Committee and participating in activities

Opportunities

- Create a communication strategy to educate and include employees in organizational objectives and identify how each role impacts those objectives
- Develop Managers in all departments to be stronger LEADERS, effective COMMUNICATORS, and non-retaliatory LISTENERS
- Create a stronger onboarding process. Engagement in the first 90 days is critical to retention. Consistency is key
- Create Employee recognition programs that are inclusive of all employees

Retention



Companies that offer professional development opportunities have **34% higher retention rates**



When looking for work, **54%** of people say **opportunities for career advancement** are more important than salary.



7 out of 10 people say that **professional development opportunities** affect their decision to **stay at a company**.

Total Rewards

Observations

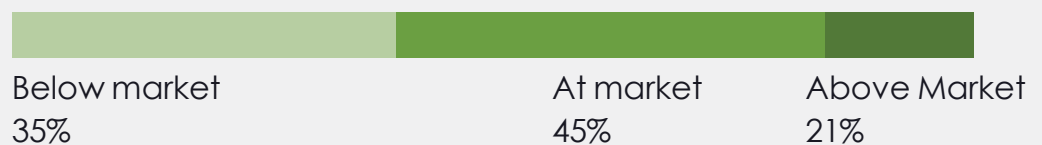
- Consistent and transparent market evaluation needed
- Benefit programs are well received by employees and competitive
- Perception of inequity after pay study adjustments; communication lacked clarity around why some were brought to midpoint while others were given increases less than midpoint

Opportunities

- Focus on Total Rewards when it comes to Compensation, not just Salary
- Enhance Benefits' communications to show value
- Stronger communication that merit increases are tied to performance to also reinforce Pay for Performance culture
- Communicate City Compensation Strategy – future salary surveys, adjustments, etc. Provide education so understanding is clearer. Lack of information leads to assumptions that nothing is being done
- Consider Total Compensation Statements to show organizational investment in individuals



People who are actually paid **above market** believe they're paid:



People who are actually paid **at market** believe they're paid:



People who are actually paid **below market** believe they're paid:



Change Management



Observations

- With the hiring of a new City Manager, change has been abundant within City Hall
- Significant amount of change within the Finance & Admin Services area
- Perception that changes have been made without a clear understanding of existing processes and procedures
- Lack of communication with the people who are doing the work leads to a perception that their input isn't valued
- There doesn't seem to be a plan for why or how changes are being made; feels very fractured based on directions given from City Manager and Council
- Long tenured employees seem less open to change – don't see the need for it



Opportunities

- Leadership needs to build trust by addressing difficult discussions with the employees to put concerns at ease. Communicate the reasons, needs, and impact of the change.
- Implement change through a process with clear benchmarks, timelines, training, and involvement of those impacted
- Openly provide information and updates about your plan to create a feeling of certainty within the workplace. Employees are likely to perform better if they have a clear understanding of what's going on and why it's happening
- Listen for feedback. This is a great opportunity to engage long-tenured employees in the process. Your employees have valuable input and need to know they are being heard and included
- Be open about why the need for the change without criticism for past practices or owners



Human Resource Support

Observations

- HR department needs to be more efficient in response times to inquiries
- Need to divide and conquer rather than have both HR representatives work on same initiatives
- HR Department is focused on committees and employee events. Needs to show equal enthusiasm for other areas of HR
- Leadership appears to not respect recommendations of Human Resources
- Employee perceptions are that once issues are brought to HR that nothing will be done by Leadership and if reported, fear retaliation
- HR does not feel empowered to escalate concerns to Council

Opportunities

- Human Resources needs to cultivate an environment of trust and action with employees
- Human Resources needs to be more assertive
- Implement and communicate escalation process for HR to bring issues to Council, when appropriate
- Improve effectiveness of Attraction, Recruiting & Retention initiatives
- Integrate Employment Best Practices into HR Department's responsibilities and standards
- Provide external professional HR mentor to offer developmental opportunity
- Strategically develop HR function and engage Lead HR Professional with the Executive Leadership Team



Leadership and Culture



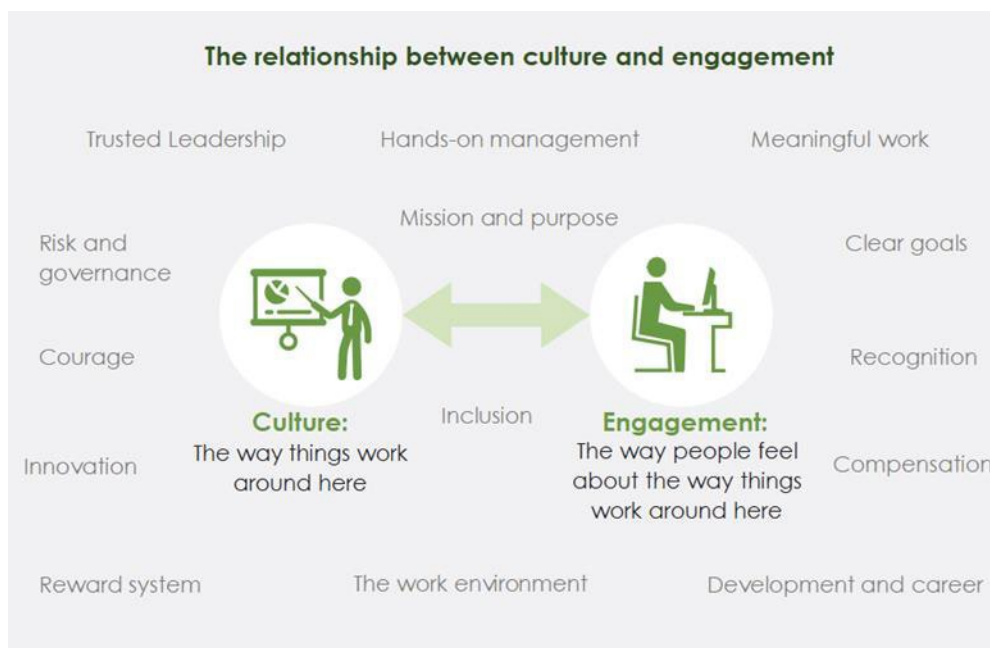
Observations

- The City does not have any value statements intended to sync employee behaviors and work habits
- 55% of minorities & 57% of females we met with indicated a perception of bias or favoritism
- Concern regarding leadership cohesion; applies to Council and City Management
- Lack of top-down communication. Would like to see more companywide messaging from Leadership
- Communication style of some leaders was described as "rude, unprofessional, inappropriate, yelling, disrespectful"
- Lack of Trust in Leadership – feeling that issues are not being addressed or taken seriously
- Need clear definition of Council's role as it pertains to day-to-day employment activities
- Requests for a true work/life balance; lots of extra hours post 5pm



Opportunities

- Engage in a collective process to create Core Values that become deeply ingrained principles guiding ALL employee's actions
- Present leadership development program on unconscious bias and hold everyone accountable for how they treat, communicate, and interact with each other
- Integrate and communicate values, goals, and strategic direction – help everyone understand how they fit into the big picture. Address difficult topics with the employees to put concerns at ease to build trust
- Define a specific program to engage all Leaders in a Soft Skills Development Program





RECOMMENDED PRIORITIES

Creating a positive work environment is the basis for every initiative in the workplace and is crucial for an organization's success. Considering the uncertainty in today's economic climate, now is the time to ensure employees are invested in their work and feel valued by their employers. A good workplace culture can make that happen.

Developing the desired culture must start at the top. In this case, that would include the Council as well as the Leadership Team within City Hall. The city is in a good place to be able to implement a change initiative that can exponentially improve your organizational culture and your business performance. We hope the information from the interview responses and employee feedback will be used to continue developing a positive, welcoming, and productive workplace culture at the City of Norcross. Below are our recommended priorities:

- Engage both Leadership and Employees on defining the target culture and development of corporate values to support that culture
- Develop a companywide communication strategy that helps employees understand the organization's top-level goals and connects their everyday tasks to the bigger picture
- Develop a change management process that includes involvement of and communication to those affected by the change
- Develop performance management programs that focus on building readiness for future opportunities, driving accountability and engagement, and creating and maintaining a positive culture
- Implement a 360-feedback program for the top leaders focusing on communication, inclusion, leadership effectiveness, and related topics
- Monitor progress towards Cultural change by implementing pulse surveys
- Elevate HR presence and engage HR Leader with Executive Leadership Team



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

Agenda Report

To: Mayor and Council

From: Councilmember Andrew Hixson

Date: December 18, 2023 – Policy Work Session

Item No.: 23- 6876

Title: Review and revision of Charter language

CC: Eric Johnson, City Manager

Recommendation

Review changes and revisions to the Norcross City Charter as suggested by the city attorney's office.

Background

The Norcross city charter is a document that has undergone many changes and revisions over its lifetime, which has resulted in a number of contradictions and inconsistencies between various clauses and articles. Over the last few years Council has noted and informally discussed various revisions to the charter which would correct these inconsistencies and obsolete references. Our attorney was asked to mark up the document with possible changes for Council to consider. The document with revisions was sent to Council and the City Manager on November 11.

Financial Impact

No known impact

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

Furtheres the City's Tradition of Strong Leadership and High Level of Quality Services

Next Steps

Council to consider the individual changes suggested by Legal, as well as any other changes suggested by members. After review in the November Policy Work Session, a further mark up of the document will be made by Legal for further consideration in the December PWS. Final approval of all changes should be completed for an approval vote in the February regular council meeting. After approval, the document will be sent to the Gwinnett state legislature delegation for action as a local measure in the 2024 legislative session.

Attachments**Update**

Norcross, Georgia, Code of Ordinances
PART I CHARTER AND RELATED LAWS

PART I
CHARTER AND RELATED LAWS

Subpart A CHARTER¹

VERSION 4 TRACKED COMMENTS
December 8, 2023
(Councilmembers Hixson, Myers and Gaynor)

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¹Editor's note(s)—Printed herein is the Charter of the city, as adopted by 1990 Ga. Laws, page 4934. Amendments to the Charter are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original act. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions made for clarity are indicated by brackets.

PART I - CHARTER AND RELATED LAWS
 Subpart A - CHARTER
 ARTICLE I. INCORPORATION AND POWERS

ARTICLE I. INCORPORATION AND POWERS

Sec. 1.11. Incorporation.

The City of Norcross, Georgia, in the County of Gwinnett and the inhabitants thereof shall continue to be a body politic and corporate under the name and style of the City of Norcross, Georgia. Under that name, said City shall continue to be invested with all the property which now belongs to the corporation; shall have perpetual succession; may sue and be sued; may contract and be contracted with; may acquire and hold such property, real and personal, as may be devised, bequeathed, sold, or in any manner conveyed or dedicated to or otherwise acquired by it, and from time to time may hold or invest, sell or dispose of the same; may have a common seal and alter and renew the same at will; and may exercise in conformity with this Charter all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever.

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Sec. 1.12. Corporate boundaries.

- (a) The boundaries of the City of Norcross shall be those existing on the effective date of the adoption of this Charter with such alterations as may be made from time to time by local law or in the manner provided by law. The current boundaries of the City of Norcross, at all times, shall be shown on a map, a written description, or any combination thereof, to be retained permanently in the office of the city clerk and to be designated, as the case may be: "Map (or Description) of the Corporate Limits of the City of Norcross, Georgia." Alterations in these boundaries shall be indicated by appropriate entries upon or additions to such map or description. Such entries or additions shall be made by and under the direction of the mayor and city council. Photographic, typed or other copies of such map or description certified by the city clerk shall be admitted as evidence in all courts and shall have the same force and effect as ~~with~~ the original map or description.
- (b) The city council may provide for redrawing of any such map to reflect lawful changes in the corporate boundaries. A redrawn map shall supersede for all

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purposes ~~any previously drawn map~~ ~~the earlier map or maps which it is designated to replace.~~

- (c) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described right-of-way, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lots 212, 213, 226, 241, and 242 of the 6th District of Gwinnett County, Georgia, and being more particularly described as follows:

The right-of-way of Beaver Ruin Road (State Route 378) beginning at Buford Highway (State Route 13) and continuing 1.732 miles to the intersection of Indian Trail Road exclusive of said intersection. Right-of-way width varies from 90 feet to 130 feet.

All that tract or parcel of land lying and being in Land Lot 213 of the 6th District, Gwinnett County, Georgia, and being more particularly described as follows:

To find the point of beginning, begin at the point located at the intersection of southwest right-of-way of Beaver Ruin Road (S.R. 378) with the West right-of-way of Indian Trail Road; run thence South 04 degrees 41 minutes 00 seconds East along the West right-of-way of Indian Trail Road, a distance of 152.00 feet to a point; run thence South 04 degrees 41 minutes 00 seconds East along the West right-of-way of Indian Trail Road, a distance of 26.69 feet to a point; continue thence along the west right-of-way of Indian Trail Road and following the curvature thereof, a distance of 36.35 feet to a point (said curve having a chord bearing South 05 degrees 52 minutes 09 seconds East and a chord distance of 36.35 feet); thence leaving the West right-of-way of Indian Trail Road, run South 79 degrees 43 minutes 31 seconds West, a distance of 190.76 feet to the point of beginning; from the point of beginning as thus established, run thence South 36 degrees 31 minutes 20 seconds West, a distance of 50.00 feet to a point; run thence North 53 degrees 28 minutes 40 seconds West, a distance of 112.00 feet to a point; run thence North 36 degrees 31 minutes 20 seconds East, a distance of 60.00 feet to a point; run thence South 53 degrees 28 minutes 40 seconds East, a distance of 112.00 feet to a point; run thence South 36 degrees 31 minutes 20 seconds West, a distance of 10.00 feet to the point of beginning; said tract being

shown on Survey for Whisker's Tavern and The City of Norcross prepared by Q-B Engineering and Surveying, Inc., dated November 26, 1990.

- (d) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described right-of-way, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lots 271, 272, 273, and 274 of the 6th District of Gwinnett County, Georgia, and being more particularly described as follows:

The right-of-way of Peachtree Industrial Boulevard beginning at a point 787 feet east of the intersection with Holcomb Bridge Road, said point coinciding with the east boundary of tax parcel 6-274-5, and continuing 1.43 miles through and including the intersection of said boulevard and Medlock Bridge Road. Such right-of-way varies from 200 feet to 300 feet in width.

- (e) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lots 286 and 271 of the 6th District of Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at the northwest corner of the intersection of Peachtree Industrial Boulevard and Medlock Bridge Road, said point being located in the City of Norcross, Georgia, and continuing along the westerly right-of-way of Medlock Bridge Road to the southwest corner of the intersection of Medlock Bridge Road and Spalding Drive, then continuing along the westerly right-of-way of Spalding Drive to the land lot line dividing Land Lots 285 and 286 of the 6th District, Gwinnett County, Georgia, and continuing southerly along the land lot line through the point at which the land lot line divides Land Lots 271 and 272 of the 6th District of Gwinnett County, Georgia, and continuing along the land lot line dividing Land Lots 271 and 272 to the right-of-way of Peachtree Industrial Boulevard then continuing northeasterly along the right-of-way of Peachtree Industrial Boulevard to the point of beginning at the intersection of Peachtree Industrial Boulevard and Medlock Bridge Road, less and excepting and excluding specifically Parcel 52 of Land Lot 285 of the 6th District and Parcel 95 of Land Lot 286 of the 6th District.

- (f) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lots 286 and 271 of the 6th District of Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at the northwest corner of the intersection of Peachtree Industrial Boulevard and Medlock Bridge Road - said point being located in the City of Norcross, Georgia - and continuing along the westerly right-of-way of Medlock Bridge Road to the southwest corner of the intersection of Medlock Bridge Road and Spalding Drive, then continuing along the westerly right-of-way of Spalding Drive to the Land Lots Line dividing Land Lots 285 and 286 of the 6th District, Gwinnett County Georgia and continuing southerly along the Land Lots line through the point in which the Land Lots line divides Land Lots 271 and 272 of the 6th District, Gwinnett County, and continuing the Land Lot Line dividing Land Lots 271 and 272 to the right-of-way of Peachtree Industrial Boulevard then continuing northeasterly along the right-of-way of Peachtree Industrial Boulevard to the point of beginning at the intersection of Peachtree Industrial Boulevard and Medlock Bridge Road - less and excepting and excluding specifically Parcel 52, Land Lot 285 of the 6th District and Parcel 95, Land Lot 286 of the 6th District.

- (g) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in land lots 252, 253, 274 and 275 of the 6th Land District of Gwinnett County, Georgia, which tract is more particularly described as follows:

Beginning at a point located at the intersection of the westerly right-of-way line of Holcomb Bridge Road and the southerly right-of-way line of Atlantic Boulevard, said point being the point of beginning; Thence continuing along said westerly right-of-way line of Holcomb Bridge Road to the southerly right-of-way line of Peachtree Industrial Boulevard; Thence leaving said westerly right-of-way line of Holcomb Bridge Road and running along said southerly right-of-way line of Peachtree Industrial Boulevard to the easterly right-of-

way line of Jimmy Carter Boulevard; Thence leaving said southerly right-of-way line of Peachtree Industrial Boulevard and running along said easterly right-of-way line of Jimmy Carter Boulevard to the easterly right-of-way line of Pacific Drive, said right-of-way line also being the Norcross, Georgia City Limits; Thence leaving said easterly right-of-way line of Jimmy Carter Boulevard and running along Norcross, Georgia City Limits in a meandering direction northerly and easterly to the southerly right-of-way line of Atlantic Boulevard; Thence continuing along said Norcross, Georgia City Limits and the southerly right-of-way line of Atlantic Boulevard to the westerly right-of-way line of Holcomb Bridge Road, said intersection being the point of beginning.

- (h) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lot 271 of the 6th District of Gwinnett County, Georgia. The subject parcel being annexed is described in Deed Book 24173 and Pages 0238 and 0239 from the Gwinnett County Clerk of the Superior Court.

- (i) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lot 272 of the 6th District, Gwinnett County, Georgia, and being more fully described as follows:

Beginning at a pipe found at the Land Lot corner common to Land Lots 272, 273, 284 and 285 of aforesaid District and County thence North 82 degrees 16 minutes 17 seconds East a distance of 302.29 feet to an iron pin set on the right-of-way of a cul-de-sac of Guthridge Court, an 80-foot right-of-way; thence along said right-of-way along a curve to the left (said curve having a radius of 75.00 feet and being subtended by a chord bearing South 41 degrees 12 minutes 34 seconds East a distance of 82.75 feet) an arc distance of 87.65 feet to an iron pin set on the westerly right-of-way of said 80-foot right-of-way of Guthridge Court; thence continuing along said 80-foot right-of-way along a curve to the right (said curve having a radius of 676.20 feet and being subtended by a chord bearing South 06 degrees 10 minutes 07 seconds West a distance of 472.30 feet) an arc distance of 482.47 feet to a

pipe found at the intersection of said right-of-way with the northerly right-of-way of Miller Road, an 80-foot right-of-way, and the Land Lot line common to Land Lots 272 and 273; thence departing said rights-of-way and along said Land Lot line North 31 degrees 41 minutes 45 seconds West a distance of 522.27 feet to a pipe found being the point of beginning.

- (j) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract and parcel of land lying and being in Land Lot 286 of the 6th District of Gwinnett County, Georgia, containing 6.55 acres and being more particularly described according to a plat of survey of Higginbotham and James Associates, Surveyors, dated December 11, 1964, as follows:

Beginning at an iron pin on the southeast right-of-way of Medlock Bridge Road, also known as Georgia Highway No. 141, located a distance of 50 feet in a northeast direction along the southeast right-of-way of Medlock Bridge Road from the iron pin where the Land Lot Line common to Land Lots 286 and 271 of said District intersect the southeast right-of-way of Medlock Bridge Road; thence run in a northeasterly direction along the southeast right-of-way of Medlock Bridge Road a distance of 510.0 feet to an iron pin; thence run along the property of Evans North 79°43' east 864.7 feet to an iron pin; thence run along the property of Evans and along the center of a Branch south 19°18' east 130 feet to an iron pin located on the Land Lot Line common to Land Lots 271 and

286 of said District; thence run along said Land Lot Line south 59°47' west 459 feet to an iron pin; thence run along the property of Thomas Helton south 63°03' west 668.7 feet to the point of beginning on the southeast right-of-way of Medlock Bridge Road.

- (k) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in land lot 233 of the 6th district, Gwinnett County, Georgia, and being more particularly described as follows:

To find the true point of beginning, commence at a point located at the intersection of Jimmy Carter Blvd. (said road having a 100-foot right-of-way) and Norcross Tucker Road (said road having an 80-foot right-of-way), said point being marked by an iron pin found located at the southwestern point of the intersection of the eastern right-of-way line of Jimmy Carter Blvd. and the western right-of-way line of Norcross Tucker Road; running thence along an arc of a curve to the left (said curve having a radius of 989.86 feet, said arc being subtended by a cord line having a magnetic bearing of north 49 degrees 26 minutes 48 seconds west and a cord length of 150.19 feet) an arc distance of 150.22 feet to an X marked in concrete; running thence north 51 degrees 39 minutes 16 seconds west a distance of 232.39 feet to a point; running thence north 88 degrees 46 minutes 4 seconds east a distance of 106.8 feet to the true point of beginning; from the true point of beginning as thus established, running thence north 9 degrees 59 minutes 16 seconds east a distance of 16.04 feet to a point; running thence north 72 degrees 20 minutes 29 seconds east a distance of 68.11 feet to a point; running thence south 51 degrees 23 minutes 3 seconds east a distance of 59.91 feet to a point; running thence south 38 degrees 36 minutes 57 seconds west a distance of 6.10 feet; running thence south 51 degrees 23 minutes 3 seconds east a distance of 4.30 feet to a point; running thence south 38 degrees 15 minutes 27 seconds west a distance of 58.07 feet to a point; running thence north 51 degrees 44 minutes 33 seconds west a distance of 37.04 feet to a point; running thence 82 degrees 2 minutes 9 seconds west a distance of 8.31 feet to a point; running thence north 51 degrees 42 minutes 42 seconds west a distance of 51.96 feet to the true point of beginning. Said property being shown as a one story frame and stucco building lying at the northwestern corner of a strip shopping center as on a survey for the Ritter Corporation dated October 12, 1988, prepared by the Solar Land Surveying Company, which plat is incorporated herein and made a part hereof by this reference.

- (I) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lot 272 of the 6th District of Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at a point on the Southerly side of Cummings Road, also called Miller Road, three hundred twenty-nine (329) feet Westerly from the intersection formed by the Southerly side of Cummings Road (also called Miller Road) and the Westerly side of Highway No. 141 (100-foot right-of-way) running thence Northwesterly along the Southerly side of Cummings Road 1,266 feet, more or less, to an iron pin found; running thence S 31°51' E a distance of 914.76 feet, more or less, to an iron pin on the Northwesterly line of Land Lot 255; running thence Northeasterly along the Northwesterly line of Land Lot 255 a distance of 911 feet, more or less, to an iron pin; running thence Northwesterly 105 feet, more or less, to the Southerly side of Cummings Road and the point of beginning; being the same property as shown and delineated on plat of survey made by A.S. Giometti and Associates, Inc., dated Feb. 6, 1963.

- (m) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

Tract 12

All that tract or parcel of land lying and being in Land Lots 271 and 272 of the 6th District, Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at a right-of-way monument located at the intersection of the Westerly right-of-way line of Medlock Bridge Road and the Southerly right-of-way of Peachtree Industrial Boulevard; thence running South 82°31'35" East 112.04 feet to a right-of-way monument located on the Westerly right-of-way line of Medlock Bridge Road; thence running Southerly along the Westerly right-of-way line of Medlock Bridge Road, and following the curvature thereof, 2,435.09 feet, more or less, to a point of intersection of the Westerly right-of-way line of Medlock Bridge Road and the Northerly right-of-way line of Miller Road; thence running Northeasterly along the Northerly right-of-way line of Miller Road, and following the curvature thereof, 3,453.25 feet, more or less, to a concrete monument located at the intersection of the Southerly right-of-way line of Peachtree Industrial Boulevard and the Northerly right-of-way line of Miller Road; thence running Northeasterly along the Southerly right-of-way Line of Peachtree Industrial Boulevard, and following the curvature thereof, 3,463.53 feet, more or less to the point of beginning; plus

that portion of the right-of-way of Miller Road running from Peachtree Industrial Boulevard to Medlock Bridge Road; less and except those premises located at 5390 Peachtree Industrial Boulevard, Norcross, Georgia, according to the present system of numbering in Gwinnett County, Georgia.

- (n) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lots 241 and 242 of the 6th District of Gwinnett County, Georgia, containing .87 acres according to plat of survey by Miles H. Hannon, Surveyor, dated April 17, 1967, more particularly described as follows:

Beginning at an iron pin on the westerly side of Light Circle at the original line dividing Land Lots 241 and 242 of said District: thence running south 20° 24' west, along the western side of Light Circle, 101.5 feet to a corner; thence north 64° 05' west 246.2 feet to an iron pin corner; thence north 44° 17' east 222.7 feet to an iron pin corner; thence south 43° 24' east 172.6 feet to a corner on the westerly side of the right-of-way of Light Circle, 49.5 feet to the point of beginning.

- (o) In addition to all other territory included within the corporate limits of said city, the corporate limits shall specifically include the following described property, all of which is located in Gwinnett County, Georgia:

All that tract or parcel of land lying and being in Land Lot 198, 6th District, Gwinnett County, Georgia, being more particularly described as follows:

Beginning at an iron pin set at the intersection of the southerly right-of-way line of Goshen Springs Road (having an 80-foot wide right-of-way) and the line common to Land Lots 197 and 198; Thence leaving said Land Lot Line and continuing along said southerly right-of-way line of Goshen Springs Road, North 58°27'07" East, 268.34 feet to a ½-inch rebar found; Thence leaving said southerly right-of-way line of Goshen Springs Road and running, South 39°45'08" East, 728.27 feet to a ½-inch rebar found; Thence, South 27°31'28" West, 54.99 feet to a point in the centerline of a creek; Thence along said centerline of a creek, South 46°14'05" West, 40.70 feet to a point; Thence, South 57°41'11" West, 45.83 feet to a point; Thence, South 47°25'46" West, 86.32 feet to a point; Thence, South 43°31'51" West, 74.91 feet to a point;

Thence, South 39°42'17" West, 63.24 feet to a point; Thence, South 28°24'33" West, 44.87 feet to a point; Thence leaving said centerline of a creek and running, South 07°12'21" West, 20.22 feet to a ½-inch rebar found on said line common to Land Lots 197 and 198; Thence along said Land Lot Line, North 29°36'00" West, 853.15 feet to an iron pin set and the true POINT OF BEGINNING.

Said tract contains 6.019 acres (262,206 square feet), more or less, as shown in a survey prepared for Advanced Disposal Services Atlanta, LLC by POINT TO POINT LAND SURVEYORS, INC.

(1996 Ga. Laws, page 3844, § 1; 2001 Ga. Laws (Act No. 61), page 3729, § 1; 2005 Ga. Laws (Act No. 268), page 3876, § 1; Ord. No. 12-2011, § 1 (Exh. A), 10-17-2011; Ord. No. 13-2011, § 1(Exh. A), 10-17-2011; Ord. No. 14-2011, § 1(Exh. A), 10-17-2011; Ord. No. 24-2011, § 1(App. A), 12-5-2011; Ord. No. 03-2012, § 1(App. C, Exh. A), 2-6-2012; Ord. No. 04-2012, § 1(App. A), 2-6-2012; Ord. No. 05-2012, § 1(App. A), 2-6-2012; Ord. No. 11-2012, § 1(App. A), 4-2-2012; Ord. No. 15-2018, § 1, 10-1-2018)

Editor's note(s)—Subsection (f) of § 1.12 was derived from an unnumbered resolution attached to Act No. 61 at p. 3731. It has been placed in this location at the discretion of the editor and the approval of the city.

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Sec. 1.13. Powers and construction.

- (a) In addition to all other powers herein granted, the City of Norcross (~~hereinafter the "city"~~) shall be vested with any and all powers which municipal corporations are or may hereafter be authorized or required to exercise under the present or future constitution and laws of this state as fully and completely as though they were specifically enumerated in this Charter. ~~The~~ city shall have all the powers of self-government not otherwise prohibited by this Charter or by general law.
- (b) The powers of the city shall be construed liberally in favor of the city. The specific mention or failure to mention particular powers in this Charter shall not be construed as limiting in any way the general power of the city. It is the intention hereof to grant the city full power and right to exercise all governmental authority necessary for the effective operation and conduct of the city and all of its affairs.

(c) In construing this Charter, the following definitions shall apply:

- (1) "City council ~~Appointed officer~~" where used in this Charter shall mean all administrative officers, including the city manager, city clerk, city financial advisor~~treasurer~~, city attorney, city auditor~~accountant~~ and municipal judge~~city engineer~~. Such term shall not include members of boards, commissions or authorities.

- (2) "City council," where used herein, shall mean the elected officers of the City of Norcross which include the mayor and five councilmembers. The mayor shall only vote on ~~all~~ matters in the event of a tie vote of the councilmembers.

- (3) "City manager," where used herein, shall mean the officer appointed by city council to direct the administration and operations of the city.

~~"Department head," where used herein, shall be synonymous with department directors.~~

[Rationale: List only those officers who are appointed by city council. Also, add the names of all offices appointed by city council and establish the definition of "city manager" to aid in the interpretation of and compliance with the provisions of this Charter.]

(1996 Ga. Laws, page 3666, § 1; 1997 Ga. Laws, page 3517, § 1)

Sec. 1.14. Powers.

The corporate powers of the government of the City of Norcross (hereafter the "city"), to be exercised by ~~the mayor and~~ city council, shall include, but not be limited to, the following *[Rationale: The mayor is a member of city council and need not be indicated separately.]*:

- (1) *Air and water pollution.* To regulate the emission of smoke or other exhaust which pollutes the air and to prevent the pollution of natural streams which flow within the corporate limits of the city;
- (2) *Animal regulations.* To regulate and license or to prohibit the keeping or running at large of animals and fowl and to provide for the impoundment of same if in violation of any city ordinance or lawful order; to provide for

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the disposition by sale, gift or humane destruction of animals and fowl when not redeemed as provided by ordinance; and to provide punishment for violation of ordinances enacted hereunder;

- (3) *Appropriations and expenditures.* To make appropriations for the support of the government of the city; to authorize the expenditure of money for any purposes authorized by this Charter and for any purpose for which a municipality is authorized by the laws of the State of Georgia; and to provide for the payment of expenses of ~~the~~is city;
- (4) *Building regulations.* To regulate and to license the erection and construction of buildings and all other structures; to adopt building, housing, plumbing, electrical, gas, and heating and air conditioning codes; and to regulate all housing and building trades;
- (5) *Business regulation and taxation.* To levy and to provide for the collection of license fees and taxes on privileges, trades and professions; to license and regulate the same; to provide for the manner and method of payment of such licenses and taxes; and to revoke such licenses after due process for the failure to pay any city taxes or fees;
- (6) *Condemnation.* To condemn property, ~~both within~~inside ~~and~~ outside the corporate limits of the city, for present or future use and for any corporate purpose deemed necessary by the governing authority of the city, utilizing procedures enumerated in O.C.G.A. title 22, or such other applicable laws as are or may hereafter be enacted;
- (7) *Contracts.* To enter into contracts and agreements with other governmental entities and with private persons, firms and corporations;
- (8) *Emergencies.* To establish procedures for determining and proclaiming that an emergency situation exists inside or outside the city and to make and carry out all reasonable provisions deemed necessary to deal with or meet such an emergency for the protection, safety, health or well-being of the ~~residents~~ citizens of the city;
- (9) *Fire regulations.* To fix and establish fire limits and from time to time extend, enlarge or restrict the same; to prescribe fire safety regulations, not inconsistent with general law relating to both fire prevention and

detection and to firefighting; and to prescribe penalties and punishment for violations thereof;

- (10) *Garbage fees.* To levy, fix, assess and collect a garbage, refuse and trash collection and disposal, and other sanitary service charges, taxes or fees for such services as may be necessary for the operation of the city from all individuals, firms and corporations residing in or doing business therein; to enforce the payment of such charges, taxes or fees; and to provide for the manner and method of collecting such service charges, taxes or fees;
- (11) *General health, safety and welfare.* To define, regulate and prohibit any act, practice, conduct or use of property which is detrimental to the health, sanitation, ~~cleanliness~~, welfare ~~or~~ and safety of the inhabitants of the city and to provide for the enforcement of such standards;
- (12) *Gifts.* To accept or refuse gifts, donations, bequests or grants from any source for any purpose related to the powers and duties of the city and the general welfare of its citizens on such terms and conditions as the donor or grantor may impose;
- (13) *Health and sanitation.* To prescribe standards of health and sanitation within the city and to provide for the enforcement of such standards;
- (14) *Jail sentences.* To provide that persons given jail sentences in the city's court may work out such sentences in any public works or on the streets, roads, drains and squares in the city; to provide for the commitment of such persons to any jail; or to provide for the commitment of such persons to any county work camp or county jail by agreement with the appropriate county officials;
- (15) *Motor vehicles.* To regulate the operation of motor vehicles and exercise control over all traffic, including parking, on or off the streets, roads, alleys and walkways of the city;
- (16) *Municipal agencies and delegation of power.* To create, alter or abolish departments, boards, authorities, offices, commissions and agencies of the city and to confer upon such agencies the necessary and appropriate authority for carrying out all the powers conferred upon or delegated to the same;

- (17) *Municipal debts.* To appropriate and borrow money for the payment of debts of the city and to issue bonds for the purpose of raising revenue to carry out any project, program or venture authorized by this Charter or the laws of the State of Georgia;
- (18) *Municipal property ownership.* To acquire, dispose of, and hold in trust or otherwise any real, personal or mixed property, in fee simple or lesser interest, inside or outside the property limits of the city;
- (19) *Municipal property protection.* To provide for the preservation and protection of property and equipment of the city and the administration and use of same by the public; and to prescribe penalties and punishment for violations thereof;
- (20) *Municipal utilities.* To acquire, lease, construct, operate, maintain, sell and dispose of public utilities, including, but not limited to, a system of waterworks, sewers, and drains, sewage disposal, gasworks, electric light plants, transportation facilities and any other public utility; and to fix the taxes, charges, rates, fares, fees, assessments, regulations and penalties; and to provide for the withdrawal of service for refusal to pay the same; and to authorize the extension of water, sewerage and electrical distribution systems, and all necessary appurtenances by which said utilities are distributed, inside and outside the corporate limits of the city; and to provide utility services to persons, firms and corporations inside and outside the corporate limits of the city as provided by ordinance;
- (20.1) *Telecommunications.* The City shall have the power and authority to acquire, own, hold, lease, sell, resell, build, maintain, operate and contract with respect to a telecommunications systems network in order to provide telecommunications services and similar other services, including cable television services (CATV), to establish and charge rates, fees, tolls and charges for the services, facilities or commodities furnished or made available by such undertaking; to interconnect its system or services or both with the systems or services of consumers and other providers, to use telecommunications to respond to community needs, encourage the development of information-based organizations in the City of Norcross, Georgia, to finance from time to time any such telecommunications systems through the issuance of revenue bonds as then permitted by the Constitution and the laws of the State of Georgia;

and to make any contract with respect to and furnish the services of any said systems to consumers within or outside the corporate limits of the City;

- (21) *Nuisances*. To define a nuisance and provide for its abatement whether on public or private property;
- (22) *Ordinances, rules and regulations*. To make, establish and adopt such bylaws, ordinances, policies, and rules and regulations as shall appear necessary for the security, welfare, convenience and interest of the city and the inhabitants thereof, and for preserving the health, peace, order and good government of the city;
- (23) *Penalties*. To provide penalties for violation of any ordinances adopted pursuant to the authority of this Charter and the laws of the State of Georgia;
- (24) *Planning and zoning*. To provide comprehensive city planning for development by zoning, including implementation of a land use plan and enforcement of the goals and objectives in the land use plan; and to provide subdivision regulation and the like as the city council deems necessary and reasonable to ensure a safe, healthy and aesthetically pleasing community;
- (25) *Police and fire protection*. To exercise the power of arrest through duly appointed policemen and to establish, operate or contract for a police and a firefighting agency;
- (26) *Public hazards; removal*. To provide for the destruction and removal of any building or other structure which is or may become dangerous or detrimental to the public;
- (27) *Public improvements*. To provide for the acquisition, construction, building, operation and maintenance of public ways, parks, playgrounds, recreational facilities, cemeteries, markets and market houses, public buildings, libraries, public housing, hospitals, sewers, drains, sewerage treatment, docks, parking facilities, and charitable, cultural, educational, recreational, conservation, sport, curative, corrective, detentional, penal, and medical institutions, agencies and facilities; to provide any other public improvements inside or outside the corporate limits of the city; to

regulate the use of public improvements; and, for such other purposes, property may be acquired by condemnation under O.C.G.A. title 22, or such other applicable laws as are or may hereafter be enacted;

- (28) *Public peace*. To provide for the prevention and punishment of drunkenness, riots and public disturbances;
- (29) *Public transportation*. To organize and operate such public transportation systems as are deemed beneficial;
- (30) *Public utilities and services*. To grant franchises or make contracts for public utilities and public services and to prescribe the rates, fares, regulations and the standards and conditions of service applicable to the service to be provided by the franchise grantee or contractor, insofar as not in conflict with valid regulations of the Public Service Commission;
- (31) *Regulation of roadside areas*. To prohibit or regulate ~~and control~~ *[Rationale: The word "control" is synonymous with the word "regulate".]* the erection, removal, and maintenance of signs, billboards, trees, shrubs, fences, buildings and any and all other structures or obstructions upon or adjacent to the rights-of-way of streets and roads or within view thereof, inside or abutting the corporate limits of the city and to prescribe penalties and punishment for violation of such ordinances;
- (32) *Retirement*. To provide and maintain a retirement plan for employees of the city;
- (33) *Roadways*. To lay out, open, extend, widen, narrow, establish or change the grade of, abandon or close, construct, pave, curb, gutter, adorn with shade trees, or otherwise improve, maintain, repair, clean, prevent erosion of, and light the roads, alleys and walkways within the corporate limits of the city; and to negotiate and execute leases over, through and under any city property or the right-of-way of any street, road, alley and walkway or portion thereof within the corporate limits of the city for bridges, passageways or any other purpose or use between buildings on opposite sides of the street and for other bridges, overpasses and underpasses for private use at such location and to charge a rental therefor in such manner as may be provided by ordinance; and to authorize and control the construction of bridges, overpasses and underpasses within the corporate limits of the city; and to grant

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franchises and rights-of-way throughout the streets and roads and over the bridges and viaducts for the use of public utilities and for private use; and to require real estate owners to repair and maintain in a safe condition the sidewalks adjoining their lots or lands and to impose penalties for failure to do so;

- (34) *Sewer fees.* To levy a fee, charge or sewer tax as necessary to assure the acquiring, constructing, equipping, operating, maintaining and extending of a sewage disposal plant and sewerage system; to levy on those to whom sewers and sewerage systems are made available a sewer service fee, charge or sewer tax for the availability or use of the sewers; to provide for the manner and method of collecting such service charges and for enforcing payment of the same; and to charge, impose and collect a sewer connection fee or fees to those connected with the system;
- (35) *Solid waste disposal.* To provide for the collection and disposal of garbage, rubbish and refuse and to regulate the collection and disposal of garbage, rubbish and refuse by others; and to provide for the separate collection of glass, tin, aluminum, cardboard, paper and other recyclable materials and provide for the sale of all solid waste;
- (36) *Special areas of public regulation.* To regulate or prohibit junk dealers, pawn shops, the manufacture, sale or transportation of intoxicating liquors, and the use and sale of firearms; to regulate the transportation, storage and use of combustible, explosive and inflammable materials, the use of lighting and heating equipment, and any other business or situation which may be dangerous to persons or property; to regulate and control the conduct of peddlers and itinerant traders, theatrical performances, exhibitions and shows of any kind, by taxation or otherwise; and to license, tax, regulate or prohibit professional fortunetelling, palmistry, adult bookstores and massage parlors;
- (37) *Special assessments.* To provide for the collection of special assessments to cover the cost of any city government services ~~public improvements~~; [Rationale: Article IX, § II, Para. VI of the Georgia Constitution authorizes counties and cities to levy and collect fees, assessments, and taxes to pay for the cost of providing local government services.]

- (38) *Taxes, ad valorem*. To levy and provide for the assessment, valuation, revaluation and collection of taxes on all property subject to taxation;
- (39) *Taxes, other*. To levy and collect such other taxes as may be allowed now or in the future by law;
- (40) *Taxicabs*. To regulate and license vehicles operated for hire in the city; to limit the number of such vehicles; to require the operators thereof to be licensed; to require public liability insurance on such vehicles in the amounts to be prescribed by ordinance; and to regulate the parking of such vehicles;
- (41) *Urban redevelopment*. To organize and operate an urban redevelopment program; and
- (42) *Other powers*. To exercise and enjoy all other powers, functions, rights, privileges and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience or general welfare of the city and its inhabitants; to exercise all implied powers necessary to carry into execution all powers granted in this Charter as fully and completely as if such powers were fully stated herein; and to exercise all powers ~~now or in the future~~ *[Rationale: This language is unnecessary.]* authorized to be exercised by other municipal governments under other laws of the State of Georgia; and no listing of particular powers in this Charter shall be held to be exclusive of others, nor restrictive of general words and phrases granting powers, but shall be held to be in addition to such powers unless expressly prohibited to municipalities under the constitution or applicable laws of the State of Georgia.

(1996 Ga. Laws, page 3666, § 2; Ord. No. 2-2002, § 1, 2-4-2002)

Sec. 1.15. Exercise of powers.

All powers, functions, rights, privileges and immunities of the city, its elected or appointed officers, agencies or employees shall be carried into execution as provided by this Charter. *[Rationale: To clarify that the city's officers are elected or appointed.]* If this Charter makes no provision, such powers, functions, rights, privileges and immunities shall be carried into execution as provided by ordinance

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of the governing authority or as provided by pertinent laws of the State of Georgia. The full faith and credit of the City of Norcross shall be behind all elected officers, appointed officers, employees, members of boards, commissions and authorities, and the city shall indemnify them, to the extent allowed by law, for all costs and judgments suffered as a result of any and all actions taken pursuant to their official capacity ~~as officials~~ for the City of Norcross. *[Rationale; "as officials" is duplicative]*

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ARTICLE II. GOVERNING BODY

Sec. 2.10. City council creation; composition; number; election.

The legislative authority of the government of the City of Norcross, Georgia, except as otherwise specifically provided in this Charter, shall be vested in a city council to be composed of a mayor and five (5) councilmembers. The mayor and councilmembers shall be elected in a manner provided by ~~A~~article V of this Charter.

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Sec. 2.11. City council terms and qualifications of office.

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- (a) The three members of the city council who were elected to such offices at the general municipal election in ~~2020~~¹⁸ and any person selected to fill a vacancy in any such office shall serve out their ~~initial~~ terms of office of three years which shall expire at the first organizational meeting held in January, ~~2021~~²⁴, and upon the election and qualification of their respective successors. ~~Those successors shall be elected at the general municipal election in 2020, shall take office at the first organizational meeting held in January, 2021, and shall serve for an initial term of office of three years which shall expire at the first organizational meeting of 2024.~~
- (b) The mayor and the two members of the city council who ~~were~~^{are} elected to such offices at the general municipal election in ~~2021~~¹⁹ and any person selected to fill a vacancy in any such office shall serve out their ~~for an initial~~ terms of office of four ~~two~~ years which shall expire at the first organizational meeting held in January, ~~2022~~⁶², and upon the election and qualification of their respective successors. ~~Those successors shall be elected at the general municipal election in 2021, shall take office at the first organizational meeting~~

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~~held in January, 2022 and shall serve for an initial term of office of four years each which shall expire at the first organizational meeting of 2026.~~

(c) On and after January 1, 2024~~1~~, the successor to the mayor or any member of the council whose term of office is to expire shall be elected at the general municipal election immediately preceding the expiration of such term, shall take office at the first organizational meeting in January immediately following such election, and shall serve for a term of office of four years each. The mayor and members of the council shall serve for the terms of office specified in this section and until their respective successors are elected and qualified.

(b~~d~~) No person shall be eligible to serve as mayor or councilmember unless he shall have been a resident of the city for a period of not less than one year immediately prior to the date of the election of mayor or member of the city council and shall continue to reside therein during such person's period of service, and shall be registered and qualified to vote in municipal elections of the City of Norcross, ~~Georgia, and unless he shall meet the qualification standards required for members of the Georgia House of Representatives, as are now or may in the future be prescribed by the Georgia Constitution.~~
[Rationale; Such qualification standards are not required for mayor or city councilmember.]

(1996 Ga. Laws, page 3666, § 3; Res. of 3-4-2019 , § 1)

State law reference(s)—Qualifications of representatives, Ga. Const. art. 3, § 2, ¶ 3.

Sec. 2.12. Vacancy; filling of vacancies; suspensions.

- (a) The office of mayor or councilmember shall become vacant upon the incumbent's death, resignation, forfeiture of office or removal from office in any manner authorized by this Charter or the general laws of the State of Georgia. A vacancy in the office of mayor or councilmember shall be filled for the remainder of the unexpired term, if any, as provided for in ~~a~~Article V of this Charter.
- (b) Upon the suspension from office of mayor or councilmember in any manner authorized by the general laws of the State of Georgia, the ~~mayor and~~

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~~remaining~~ city council ~~members or those remaining~~ shall appoint a successor for the duration of the suspension. *[Rationale: The mayor is a member of city council, which means that he will participate in the appointment of a successor unless he is suspended from office.]* If the suspension becomes permanent, then the office shall become vacant and shall be filled for the remainder of the unexpired term, if any, as provided for in ~~A~~article V of this Charter.

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Sec. 2.13. Compensation and expenses.

The mayor and councilmembers shall receive as compensation for their services an amount prescribed by ordinance passed by the city council in conformity with the laws of the State of Georgia. The mayor and councilmembers shall be entitled to receive their expenses incurred in the performance of their duties of office.

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Sec. 2.14. Conflicts of interest; holding other offices.

(a) No elected officer, appointed officer, employee, or member of a board, commission or agency *[Rationale: The word "agency" or "agencies" is used consistently throughout this charter.]* ~~authority~~ of the ~~€~~City of Norcross *(hereafter the "city")* or any agency or political entity to which this Charter applies shall knowingly:

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- (1) Engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties or which would tend to impair the independence of ~~his~~ judgment or action in the performance of his official duties;
- (2) Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his official duties or would tend to impair the independence of his judgment or action in the performance of his official duties;
- (3) Disclose confidential information concerning the property, government or affairs of the ~~city governmental body by which he is engaged~~ without proper legal authorization or use such information to advance the

financial or other private interest of himself or others; *[Rationale: All provisions of this Charter relate to the City of Norcross and its officers, employees, and board, authority, and commission members, and therefore the generic reference to the “governmental body by which he is engaged” should be deleted and replaced with the word “city’.]*

- (4) Accept any valuable gift, whether in the form of service, loan, object or promise, from any person, firm or corporation which to his knowledge is interested, directly or indirectly, in any manner whatsoever in business dealings with the ~~city~~*governmental body by which he is engaged*; provided, however, that an elected official who is a candidate for public office may accept campaign contributions and services in connection with any such campaign;
 - (5) Represent other private interests in any action or proceeding against this city or any portion of its government; and
 - (6) Vote or otherwise participate in the negotiations or in the making of any contract with any business or entity in which he has a financial interest.
- (b) Any elected officer, appointed officer, employee, or member of a board, commission or ~~agency~~*authority* of the city who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within any department of the city shall disclose such private interest to the city council. The mayor or any councilmember who has a private interest in any matter pending before the city council shall disclose such private interest and such disclosure shall be entered on the records of the city council, and he shall disqualify himself from participating in any decision or vote relating thereto. Any elected officer, appointed officer or employee or any agency or political entity to which this Charter applies who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within such entity shall disclose such private interest to the governing body of such agency or entity.
- (c) No elected officer, appointed officer, employee, or member of a board, commission or ~~agency~~*authority* of the city or any agency or entity to which this Charter applies shall use property owned by such governmental entity for personal benefit, convenience or profit, except in accordance with policies

promulgated by the city council or the governing body of such agency or entity.

- (d) Any violation of this section which occurs with the knowledge, express or implied, of a party to a contract or sale shall render ~~the said~~ contract or sale voidable at the option of the city council.

- (e) ~~Except as authorized by law, neither the mayor nor any~~ No member of city council ~~member shall hold any other elective or compensated~~ appointed office in the city or otherwise be employed by ~~the city said government~~ or any agency thereof during the term for which he was elected. No ~~former mayor and no~~ former member of city council ~~member shall hold any~~ employed position in the city until at least one (1) year after the expiration of the term for which he was elected. [Rationale: No member of city council can hold any other city office during his term of office, irrespective of whether it is a compensated office. Also, the mayor is a member of city council and therefore need not be identified separately in this paragraph.]

- (f) (1) No department director, department head, or employee of the City of Norcross (hereafter the "city") shall continue in such position or employment upon qualifying as a candidate for nomination or election to public office in the ~~City of Norcross~~, or for the Gwinnett County Board of Commissioners.

- (2) Department directors, department heads and employees of the ~~City~~ shall be and are permitted to continue in such position or employment after qualifying as a candidate for nomination or election to any public office other than in the ~~City of Norcross~~ or for the Gwinnett County Board of Commissioners.

- (3) (i) An appointed member of a board, commission or ~~agency authority~~ [Rationale: for consistency purposes.] of the ~~City~~ shall continue in such position as a non-voting member after qualifying as a candidate for nomination or election to public office in the ~~City of Norcross~~ or for the Gwinnett County Board of Commissioners. The limitations of such appointed member's authority after qualifying for nomination or election to public office in the ~~City of Norcross~~ or for the Gwinnett County Board of Commissioners are more particularly described in sections (f)(3)(iii) and (f)(3)(iv) below.

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- (ii) An appointed member of any board, commission or ~~agency uthority~~ of the ~~Ccity~~ that is elected to public office in the ~~Ccity of Norcross~~ or the Gwinnett County Board of Commissioners shall resign such appointed position upon being sworn in to such public office.
- (iii) ~~Between the time that such~~ After an appointed member of any board, commission or ~~agency uthority~~ of the ~~Ccity~~ qualifies for nomination or election to public office in the ~~Ccity of Norcross~~ or for the Gwinnett County Board of Commissioners ~~and the time that the successful candidate is sworn in to such public office~~, such ~~appointed member official~~ may continue in ~~his~~their appointed position as a non-voting member until such time that he is sworn in to such public office. During this time ~~said~~the member shall be counted for the purpose of determining a quorum, and shall be entitled to all other powers, rights, privileges and immunities of such appointed office, including attending and participating in debate in open meetings and in meetings closed for executive session, but shall not have authority to make a motion, to second a motion, or to cast a vote on any matter coming before such board, commission or ~~agency authority~~. *[Rationale: To clarify the privileges and limitations of a board, commission or agency member after qualifying for nomination or election to public office in Norcross or the Gwinnett Board of Commissioners.]*
- (iv) An appointed member of any board, commission or ~~agency uthority~~ of the ~~Ccity~~ that is unsuccessful in his ~~or her~~ candidacy for election to public office in the ~~Ccity of Norcross~~ or for the Gwinnett County Board of Commissioners shall resume ~~his~~such appointed position with all powers, rights, privileges and immunities of such appointed office, including the ability to make a motion, to second a motion and to cast votes on any matter coming before ~~the~~said board, commission or ~~agency authority fully restored upon the successful candidate being sworn in to such public office~~. *[Rationale: To remove the misplaced language.]*
- (v) An appointed member of any board, commission or ~~agency uthority~~ of the ~~Ccity~~ shall be ~~and is~~ permitted to continue in such position after qualifying as a candidate for nomination or election to any

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public office other than in the ~~City of Norcross~~ or for the Gwinnett County Board of Commissioners.

- (4) ~~An Elected official in of~~ the City of Norcross (hereafter the "city") ~~(i.e. member of city council, the Mayor and Councilmembers)~~ shall be permitted to continue the balance of ~~his~~ their term for which ~~he~~ wasthey were elected after qualifying ~~as a candidate~~ for nomination or election to any other elective public office (including but not limited to an ~~different~~ elective office in the ~~City of Norcross~~ other than the present office held by such elected official), so long as the term of the elective office for which such official is qualifying begins ~~at least more than~~ 30 days prior to the expiration of such official's present term of office. [Rationale: To make the reference to elected officials singular instead of plural to be consistent with prior provisions of this section. Also, to simplify the language in this paragraph]

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~~(5) The office of any elected official in the City of Norcross shall be declared vacant upon such elected official qualifying in a general primary or general election for another elective public office if the term of office for which such official is qualifying begins more than 30 days prior to the expiration of such official's present term of office. [Rationale: This appears to conflict with the provisions of Section 2.14 (f)(4) above.]~~

~~(6) The elected officials of the City of Norcross shall be ineligible to hold any other elected office during the term of office for which such Mayor or Councilmember was chosen unless he or she first resigns before entering such other office. The vacancy created in any such office shall be filled as provided by Georgia Law. [Rationale: This provision appears to conflict with Section 2.14(e) above.]~~

- (g) (1) Any elected officer, appointed officer, employee, or member of a board, commission or ~~agency authority~~ of the city who ~~knowingly conceals such financial interest or~~ knowingly violates any of the ~~provision requirements~~ of this section applicable to his ~~respective~~ office or position shall be guilty of malfeasance ~~in office or position~~ and shall be deemed to have forfeited his office or position. [Rationale: To simplify the language of this subparagraph.]

- (2) Any elected officer, appointed officer, employee, or member of a board,

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commission or ~~agency authority~~ of the city who shall forfeit his office or position ~~as described in paragraph (1) of this subsection~~ shall be ineligible for appointment or election to or employment in a position in the city ~~government~~ for a period of three (3) years thereafter.

(Ord. No. 03-2017 , § II, 10-2-2017; Ord. No. 16-2019 , § II, 1-6-2020)

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Sec. 2.15. Inquiries and investigations.

~~The mayor and~~ City council, by majority vote, may make inquiries and investigations into the affairs of the city and the conduct of any department, office, or agency thereof and for this purpose may subpoena witnesses, administer oaths, take testimony and require the production of evidence. Any person who fails or refuses to obey a lawful order issued in the exercise of these powers by the ~~mayor and~~ city council shall be punished as provided by the discipline policies set forth in the city employee handbook ordinance.

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Sec. 2.16. General power and authority of the city council.

- (a) Except as otherwise provided by law or by this Charter, the city council shall be vested with all the powers of government of the City of Norcross, Georgia (hereafter the "city"), as provided by Aarticle I of this Charter.
- (b) In addition to all other powers conferred upon it by law, the city council shall have the authority to adopt and provide for the execution of such ordinances, resolutions, rules and regulations, not inconsistent with this Charter, the constitution and the laws of the State of Georgia, which it shall deem necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, or well-being of the inhabitants of the ~~C~~city of Norcross, Georgia, and may enforce such ordinances by imposing penalties for violation thereof.
- (c) The city council may by ordinance create, change, alter, abolish or consolidate offices, ~~agencies and~~ departments, and agencies of the city and may assign additional functions to any of the offices, departments, and agencies ~~and departments~~ expressly provided for by this Charter.

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Sec. 2.17. Eminent domain.

The city council is empowered to acquire, construct, build, operate and maintain public ways, parks, public grounds, cemeteries, markets, market houses, public buildings, libraries, sewers, drains, sewerage treatment, waterworks, electrical systems, and charitable, educational, recreational and sports institutions, agencies and facilities and any other public improvement within ~~inside~~ or outside the city, and to regulate the use thereof, and for such purposes, property may be condemned utilizing procedures enumerated in O.C.G.A. title 22, subject to such amendments as shall be enacted, or any other applicable Georgia law.

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Sec. 2.18. Organizational meeting.

The city council shall hold an organizational meeting on or before the second Monday in January. The meeting shall be called to order by the city clerk and the oath of the office shall be administered to the newly elected members as follows:

"I do solemnly (swear) (affirm) that I will faithfully perform the duties of (mayor) (councilmember) of the City of Norcross, Georgia, and that I will support and defend the Charter thereof as well as the constitution and laws of the State of Georgia and of the United States of America."

Following the induction of members, one (1) councilmember shall be appointed to serve as mayor pro tempore pursuant to the procedures set forth in section 2.27 of this Charter.

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Sec. 2.19. Regular and special meetings.

- (a) The city council shall hold regular meetings at such times and places as prescribed by ordinance. The city council may recess any regular meeting and continue such meeting on any weekday or hour it may fix and may transact any business at such continued meeting as may be transacted at any regular meeting. Notice to the public shall be made in the manner required by law.
- (b) Special meetings of the city council may be held on call of the mayor or three (3) members of the city council. Notice of such special meetings shall be served on all other members personally, or by telephone ~~personally~~, or shall be left at their residences at least 24 hours in advance of the special meeting.

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Such notice to councilmembers shall not be required if the mayor and all councilmembers are present when the special meeting is called. Such notice of any special meeting may be waived by a councilmember in writing before or after such a meeting and attendance at the meeting shall also constitute a waiver of notice on any business transacted in such councilmember's presence. Only the business stated in the call may be transacted at the special meeting. Any matter which requires action by the city council in less than 24 hours will be governed by the emergency provisions set forth in section 2.24 of this Charter.

- (c) All meetings of the city council shall be public to the extent required by law. The city council may hold executive sessions privately before or after public meetings, but the ayes and nays of any balloting shall be recorded at the conclusion of such executive sessions. Notice to the public of special meetings shall be made as fully as is reasonably possible at least one day prior to such meeting.

Sec. 2.20. Rules of procedure.

- (a) Unless otherwise provided by ordinance, rules of procedure for meetings of the city council shall follow Robert's Rules of Order. The city council shall ~~provide for~~ keeping a journal of its proceedings which shall be a public record.
- (b) All committees and committee chairpersons of the city council shall be appointed by the mayor and confirmed by the city council and shall serve at the pleasure of the mayor and city council. Following the procedures described in this Charter, the mayor ~~and city council~~ shall have the power to appoint a new member to any committee at any time, and the new member shall be confirmed by the city council.

(1996 Ga. Laws, page 3666, § 4; 1997 Ga. Laws, page 3517, § 2)

Editor's note(s)—The rules of procedure for ~~C~~city ~~C~~council meetings currently follows Rosenberg's Rules, as provided by Ordinance No. 25-2008, adopted by ~~the Mayor and C~~ city council on November 3, 2008, and Ordinance No. 15-2008, adopted by ~~the Mayor and C~~ city council on May 5, 2008.

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Sec. 2.21. Quorum; voting.

The mayor (or mayor pro tempore when presiding) and three (3) councilmembers shall constitute a quorum and shall be authorized to transact the business of the city council. Voting on the adoption of ordinances shall be by voice vote and the vote shall be recorded in the journal, but any council member shall have the right to request a roll-call vote and such vote shall be recorded in the journal. Except as otherwise provided in this Charter, when a quorum is present, the affirmative vote of a majority of those present shall be required for the adoption of any ordinance, resolution or motion.

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Sec. 2.22. Action requiring an ordinance.

Acts of the city council which have the force and effect of law shall be enacted by ordinance.

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Sec. 2.23. Ordinance form; procedure.

- (a) Every proposed ordinance shall be introduced in writing and in the form required for final adoption. No ordinance shall contain a subject which is not expressed in its title. The enacting clause shall be "The Council of the City of Norcross, Georgia, hereby ordains..." and every ordinance shall so begin.
- (b) An ordinance may be introduced by the mayor or any member of the city council and read at a regular or special meeting of the city council. Ordinances shall be considered and adopted or rejected by the city council in accordance with the rules ~~which it has~~ shall establish ed. Upon introduction of any ordinance, the clerk shall distribute a copy to the mayor and to each councilmember and shall file a reasonable number of copies in the office of the clerk and at such other public places as the city council may designate.

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Sec. 2.24. Emergency ordinances.

To meet a public emergency affecting life, health, property or public peace, the city council may convene on call of the mayor or three (3) councilmembers and promptly adopt one ~~(1)~~ or more emergency ordinances, but such ordinances may not levy taxes; grant, renew or extend a franchise; regulate the rate charged by any public utility for its services; or authorize the borrowing of money except

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as provided by law. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms. An emergency ordinance may be adopted, with or without amendment, or rejected at the meeting at which it is introduced, but the affirmative vote of at least three (3) councilmembers shall be required for adoption. It shall become effective upon adoption or at such later time as it may specify. An emergency ordinance may be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

Sec. 2.25. Codes of technical regulations.

{(a)} The city council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance. The procedure and requirements governing such adopting ordinance shall be as prescribed for ordinances generally except that:

(1) The requirements of subsection (b) of section 2.23 of this Charter for distribution and filing of copies of the adopting ordinance shall be construed to include copies of any code of technical regulations, ~~as well as the adopting ordinance;~~ *[Rationale: To simplify the language in this subsection.]* and

(2) A copy of each adopted code of technical regulations, as well as the adopting ordinance, shall be authenticated and recorded by the clerk pursuant to section 2.26 of this Charter.

(b) Copies of any adopted code of technical regulations shall be made available by the clerk for distribution or for purchase at a reasonable price.

Sec. 2.26. Signing; authenticating; recording; codification; printing.

(a) The clerk shall authenticate by his or her signature and record in full in a properly indexed book ~~kept for that purpose~~ all ordinances adopted by the city council. Every ordinance adopted by the city council shall be presented ~~promptly~~ by the clerk to the mayor. *[Rationale: To simplify the language in this subsection. Also, instead of requiring "prompt" presentation of*

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ordinances adopted to the mayor, specify a reasonable time period, such as "... shall be presented by the clerk to the mayor within forty-eight (48) hours of adoption.]

- (b) The city shall provide for the preparation of a general codification of all the ordinances of the city having the force and effect of law. The general codification shall be adopted by the city council by ordinance and shall be published promptly, together with all amendments thereto, with this Charter, any amendment thereto, and such codes of technical regulations and other rules and regulations as the city council may specify. This compilation shall be known and cited officially as "The Code of the City of Norcross, Georgia." Copies of the code shall be furnished to all elected and appointed officers, departments, and agencies of the city and made available for purchase by the public at a reasonable price as fixed by the city council.
- (c) The city council shall cause each ordinance and each amendment to this Charter to be typed or printed promptly following its adoption and the ordinance and Charter amendments shall be made available for purchase by the public at reasonable prices to be fixed by the city council. Following publication of the first Code of the City of Norcross, Georgia, and at all times thereafter, the ordinances and Charter amendments shall be typed or printed in substantially the same style as the code currently in effect and shall be suitable in form for incorporation therein. The city council shall make such further arrangements as deemed desirable ~~for with~~ reproduction and distribution of any current changes in or additions to codes of technical regulations and other rules and regulations included in the code.

Sec. 2.27. Mayor pro tempore.

By a majority vote, the city council shall elect a councilmember to serve as mayor pro tempore. During the absence or disability of the mayor for any cause, the mayor pro tempore or, in such mayor pro tempore's absence or disability for any reason, any one of the councilmembers chosen by a majority vote of the city council shall be clothed with all the rights and privileges of the mayor and shall perform the duties of the office of the mayor so long as such absence or disability shall continue. Any such absence or disability shall be declared by majority vote of all councilmembers. The mayor pro tempore shall serve at the pleasure of the city council, shall continue to vote, and shall otherwise participate as a

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councilmember. [Rationale: To eliminate duplication of section title and centralize the duties of mayor pro tempore, the provisions of former Sec. 2.29 below have been combined with the provision of this section.]

(1997 Ga. Laws, page 3517, § 3)

Sec. 2.28. The mayor; powers and duties.

The mayor shall be the chief elected officer of the city and as such shall have the following powers and duties:

- (1) To preside at all meetings of the city council and be recognized as the official head and spokesperson of the city for service of process and ceremonial purposes;
- (2) To vote on matters before the city council only in the event ~~case~~ of a tie;
- (3) To sign timely, for and on behalf of the city, all contracts, ordinances, instruments, and other documents authorized by the city council and which are required to be in writing, unless otherwise directed or authorized by the city council;
- (4) To administer oaths and to take affidavits; and
- (5) To fulfill such other duties as authorized by the city council.

(1997 Ga. Laws, page 3517, § 3; 2007 Ga. Laws (Act No. 213), page 4066, § 1)

~~Sec. 2.29. Selection of mayor pro tempore.~~

~~By a majority vote, the city council shall elect a councilmember to serve as mayor pro tempore. The mayor pro tempore shall serve at the pleasure of the city council, shall continue to vote, and shall otherwise participate as a councilmember. [Rationale: To eliminate duplication of section title and centralize the duties of mayor pro tempore, the provisions of this section have been combined with the provisions of Sec. 2.27 above.]~~

~~(1997 Ga. Laws, page 3517, § 3)~~

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Sec. 2.2930. The city manager; general powers.

The city council shall appoint a city manager for an indefinite term and shall set his or her compensation in an employment contract. The city manager shall be appointed solely on the basis of ~~his that person's~~ executive and administrative qualifications ~~and, including~~ relevant experience.

(2007 Ga. Laws (Act No. 213), page 4067, § 2)

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Sec. 2.301. Powers and duties of the city manager.

The city manager shall be the chief executive and administrative officer of the city. The city manager shall be responsible to the city council for the administration of all city affairs placed in his ~~or her~~ charge by or under this Charter. The city manager shall have the following powers and duties:

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- (1) To appoint and, when he ~~or she~~ deems it necessary for the good of the city, suspend or remove ~~any all~~ city employees ~~or and~~ administrative officers ~~he or she~~ appoints, except as otherwise provided by law ~~or personnel ordinances adopted pursuant to this Charter~~. The city manager may authorize any administrative officer who is subject to the city manager's direction and supervision to exercise these powers with respect to subordinates in that ~~administrative~~ officer's department, office, or agency; *[Rationale: Clarify that the city manager has the power to remove one or more city employees or administrative officers. Also, use of the word "law" and "ordinances" is redundant, as an ordinance is a local law.]*
- (2) To direct and supervise the administration of all departments, offices, and agencies of the city ~~to ensure that the policies of the city council are carried out~~, except as otherwise provided by this Charter or by law; *[Rationale: To further explain this duty of the city manager.]*
- (3) To attend all city council meetings and ~~participate have the right to take part~~ in discussion ~~as required~~, but the city manager may not vote;
- (4) ~~To ensure that all department heads are made aware of the provisions of this Charter;~~ *[Rationale: This is a suggested addition to the duties of the city manager.]*

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(5) To issue follow through instructions on all matters decided by the city council; [Rationale: This is a suggested addition to the duties of the city manager.]

~~To see that all laws, provisions of this Charter, and acts of the city council, subject to enforcement by the city manager or by officers subject to the city manager's direction and supervision, are faithfully executed;~~

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~~(65)~~ To prepare and submit the annual operating budget and capital budget to the city council. Once approved for the following fiscal year, any increase in the appropriations for these budgets, whether accomplished through a change in anticipated revenues or through a transfer of appropriations among departments, shall require the approval of the city council. Such amendment shall be adopted by ordinance or resolution;

~~(76)~~ To submit to the city council a quarterly summary of the finances and administrative activities of the city, and to make available to the council and public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;

~~(87)~~ To prescribe, require, publish, and implement standards of administrative management and operating procedures to be followed and adhered to by all offices, departments, boards, commissions, authorities, and other agencies of the city which are subject to the city manager's supervision;

~~(98)~~ To act as the purchasing agent of the city;

~~(109)~~ To make such other studies, reports, and investigations as the city council may require concerning the operations of city departments, offices, and agencies subject to the city manager's direction and supervision;

~~(110)~~ To keep the city council fully advised as to the future needs of the city, and make such recommendations to the city council concerning the affairs of the city as he ~~or she~~ deems desirable; and

~~(124)~~ To perform other such duties as are specified in this Charter or as may be required by the city council.

(2007 Ga. Laws (Act No. 213), page 4067, § 2)

Sec. 2.3~~12~~. Budget authority and special funds.

The city manager shall have full authority to execute the city's annual operating budget and capital budget. Establishment of all special funds and authorization of expenditures from the special funds shall require approval of the city council. The city council shall also approve any operating or capital budget amendments requiring use of funds from the contingency special fund.

(2007 Ga. Laws (Act No. 213), page 4067, § 2)

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Sec. 2.3~~23~~. Council's noninterference with administration.

Except for the purpose of inquiries and investigations, ~~the mayor and~~ city council members shall not give orders or directions to any city employees who are subject to the direction and supervision of the city manager, either publicly or privately, directly or indirectly.

(2007 Ga. Laws (Act No. 213), page 4067, § 2)

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Sec. 2.3~~34~~. Removal of city manager.

The city council may remove the city manager from office in accordance with the following procedures:

- (1) The city council shall adopt by affirmative vote of two-thirds of its members a preliminary resolution which must state the reasons for removal and may suspend the city manager from duty for a period not to exceed 45 days. A copy of the resolution shall be delivered promptly to the city manager;
- (2) Within five days after a copy of the resolution is delivered to the city manager, he ~~or she~~ may file with the city council a written request for a public hearing. This hearing shall be held within 30 days after the request is filed. The city manager may file with the city council a written reply not later than five days before the hearing; and
- (3) If the city manager has not requested a public hearing within the time specified in paragraph (2) of this section, the city council may adopt a

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final resolution for removal, which may be made effective immediately, by an affirmative vote of a majority of all its members. If the city manager has requested a public hearing, the city council may adopt a final resolution for removal, which may be made effective immediately, by an affirmative vote of a majority of ~~all~~ its members at any time after the public hearing.

The city manager shall continue to receive his ~~or her~~ salary until the effective date of a final resolution ~~foref~~ removal from office.

[Rationale: Cosmetic changes only.]

(2007 Ga. Laws (Act No. 213), page 4067, § 2)

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Sec. 2.3~~4~~5. Acting city manager.

By letter filed with the city clerk, the city manager shall designate a ~~qualified~~ city administrative officer to exercise the powers and perform the duties of city manager during his ~~or her~~ temporary absence or disability. During such absence or disability, the city council may revoke such designation at any time and appoint another officer of the city to serve until the city manager shall return to office or his ~~or her~~ disability shall cease.

[Rationale: What is the definition of "qualified" in this context? The use of the term seems ambiguous.]

(2007 Ga. Laws (Act No. 213), page 4067, § 2)

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ARTICLE III. EXECUTIVE BRANCH

Sec. 3.10. Administrative and service departments.

- (a) The ~~mayor and~~ city council by ordinance may establish, abolish, merge, or consolidate offices, ~~positions of employment~~, departments, and agencies of the city, as necessary for the proper administration of the affairs and government of the city. The city manager ~~mayor shall recommend and the city council~~ shall prescribe the functions and duties of existing departments, offices, and agencies or of any departments, offices, and agencies created or established by this Charter; may provide that the same person shall fill any

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number of offices and positions of employment; and may transfer or change the function or duties of offices, positions of employment, departments, and agencies of the city.

- (b) The operations and responsibilities of each department now or hereafter established in the city shall be distributed among such divisions or bureaus as may be provided by ordinance of the city council. Each department shall consist of such officers, employees, and positions as may be provided by this Charter or by ordinance. There ~~may~~shall be a department head of each department who shall be its principal officer. Each department head shall, subject to the direction and supervision of the ~~city manager~~mayor and city council, be responsible for the administration and direction of the affairs and operations of his department.

- (c) ~~Except as otherwise provided by this Charter,~~With the exception of the officers appointed by the city council, the department heads and other appointed officers of the city shall serve at the pleasure of the ~~city manager~~mayor and city council. [Rationale: Is there a city accountant and city engineer? If so, are they appointed by city council or the city manager?] Vacancies occurring in an appointive office shall be filled in the same manner as prescribed by this Charter for an original appointment.

- (d) Except as otherwise provided by law, the department heads and other appointed officers of the city shall be appointed solely on the basis of their ~~respective~~ administrative and professional qualifications.

- ~~(e) — All appointed officers and department heads shall receive such compensation as prescribed by ordinance of the city council.~~

[Rationale: To clarify that city manager has the sole authority to appoint, direct, supervise, and remove any department head or appointed officer except the city attorney and city auditor. A reference to compensation of officers and department heads is unnecessary.]

(1996 Ga. Laws, page 3666, § 6; 1997 Ga. Laws, page 3517, § 4)

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Sec. 3.11. Boards, commissions and authorities.

- (a) The city council may create by ordinance such boards, commissions and authorities to fulfill any investigative, quasi-judicial or quasi-legislative function the city council deems necessary and shall by ordinance establish the composition, period of existence, duties and powers thereof.
- (b) All members of boards, commissions and authorities of the city shall be appointed by ~~the mayor and confirmed by the~~ city council for such terms of office and such manner of appointment as provided by ordinance, except where other appointing authority, terms of office or manner of appointment is prescribed by this Charter or by law.
- (c) Except as otherwise provided by Charter or by law, no voting member of any board, commission or authority shall hold any elective office in the city.
- (d) Any vacancy in the office of any member of a board, commission or authority of the city shall be filled for the unexpired term in the manner prescribed herein for the original appointment, except as otherwise provided by this Charter or by law.
- (e) No member of any board, commission or authority shall assume office until he shall have executed and filed with the clerk of the city an oath obligating himself to perform faithfully and impartially the duties of his office, such oath to be prescribed by ordinance of the city council and administered by the mayor.
- (f) Any member of a board, commission or authority may be removed from office by a vote of a majority of the members of the city council.
- (g) The city council, by ordinance, may provide for the compensation and reimbursement for actual and necessary expenses of members of boards, commissions and authorities in the performance of their official duties.
- (h) The qualifications required of members of boards, commissions and authorities shall be prescribed by ordinance.
- (i) Except as otherwise provided by this Charter or by law, each board, commission or authority of the city government shall elect one (1) of its members as chairman and one (1) member as vice chairman for terms of one (1) year, and may elect as its secretary an employee of the city. Each board,

commission or authority of the city government may establish (after approval by the mayor and councilmembers) such bylaws, rules and regulations, not inconsistent with this Charter, an ordinance of the city, or law, as it deems appropriate and necessary for the conduct of its affairs. Copies of such bylaws, rules and regulations shall be filed with the clerk of the city.

Sec. 3.12. City clerk.

The city manager shall appoint a city clerk who shall not be a council member. The city clerk shall be custodian of the official city seal, maintain city council records required by this Charter, and perform such other duties as may be required by the mayor and city council. The city manager shall also appoint a deputy clerk as the city manager shall deem necessary to assist the city clerk in performing his duties.

[Rationale: This is a suggested addition in the event that the city clerk needs assistance. The language in the first two sentences mirrors the 2007 Ga. Laws (HB 480)]

(2007 Ga. Laws (Act No. 213), page 4069, § 3)

Sec. 3.13. City treasurer.

The city manager shall appoint a city treasurer to collect all taxes, licenses, fees, and other moneys belonging to the city subject to the provisions of this Charter and the ordinances of the city, and to enforce all laws of Georgia relating to the collection of delinquent taxes and sale or foreclosure for nonpayment of taxes to the city. The city treasurer shall also be responsible for the general duties of a treasurer and fiscal officer. The city clerk and city treasurer shall not be the same person. [No changes in this section, as the language mirrors the 2007 Ga. Laws (HB 480)]

(2007 Ga. Laws (Act No. 213), page 4069, § 3)

Sec. 3.14. City attorney.

The ~~mayor and~~ city council shall appoint a city attorney, together with such assistant city attorneys, as may be authorized by ordinance. ~~The city council shall~~

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~~provide for the payment of such attorney or attorneys for services rendered to the city.~~ The city attorney shall be responsible for representing and defending the city in all litigation in which the city is a party, may be the prosecuting officer in the municipal court, shall attend the meetings of the city council as directed, shall advise the mayor, city council and other officers and employees of the city concerning legal aspects of the city's affairs, and shall perform such other duties as may be required of him by virtue of his position as city attorney.

The mayor is a member of the city council and should not be mentioned separately. Also, the city council shall provide for the payment of such attorney or attorneys for services rendered to the city.

[Rationale: The provision for payment of attorney's fees should follow the duties of the city attorney.]

Sec. 3.15. City accountant.

The mayor may appoint and the city council shall confirm a city accountant to perform the duties of an accountant.

Sec. 3.16. City auditor.

The city manager shall contract with confirmation of the city council an outside firm to perform the duties of a city auditor. [No changes in this section, as the language mirrors the 2007 Ga. Laws (HB 480)]

(2007 Ga. Laws (Act No. 213), page 4070, § 4)

Sec. 3.17. Human resources.

- (a) *Human resources manager.* The city manager shall appoint a human resources manager who shall be responsible for policies and practices related to the equitable treatment of city employees.
- (b) *The city position classification and pay plan.* The human resources manager shall be responsible for the preparation of a position classification and pay plan which shall be submitted to the city manager and then to the city council for approval. Such plan shall apply to all employees of the city and any of its agencies, departments, boards, commissions, or authorities. When a pay plan has been adopted, the city council shall not increase or decrease the salary

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range applicable to any position except by amendment of such pay plan. The city manager shall apply the pay plan to city employees. For purposes of this section, all elected city officials are not city employees.

- (c) *Employee rules and regulations.* The city manager shall present to the city council for approval rules and regulations consistent with this Charter concerning:
- (1) The method of employee selection and probationary periods of employment;
 - (2) The administration of a position classification and pay plan, methods of promotion and applications of service ratings thereto, and transfer of employees within the classification plan;
 - (3) Hours of work, vacation, sick leave, and other leaves of absence, overtime pay, and the order and manner in which layoffs shall be effected;
 - (4) Such dismissal hearings as due process may require; and
 - (5) Such other personnel notice as may be necessary to provide for adequate and systematic handling of personnel affairs.

(1997 Ga. Laws, page 3517, § 5; 2007 Ga. Laws (Act No. 213), page 4070, § 4)

Sec. 3.18. Appointment of elected officials.

No person holding an elective office in the City of Norcross shall be eligible for appointment as a city employee during the term of office for which he ~~or she~~ was elected or within one (1) year ~~two years~~ after the expiration of his ~~or her~~ term of office. *[Rationale: To be consistent with the one (1) year period concerning holding other offices set forth in Sec. 2.14(e).]*

(2007 Ga. Laws (Act No. 213), page 4070, § 4)

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ARTICLE IV. MUNICIPAL COURT

Sec. 4.10. Creation.

There is established a court to be known as the Municipal Court of the City of Norcross (hereafter the "city"), which shall have jurisdiction and authority to try

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offenses against the laws and ordinances of ~~thesaid~~ city and to punish for a violation of the same. Such court shall have the power and authority to enforce its judgments by the imposition of such penalties as may be provided by law; to punish witnesses for nonattendance, and to punish also any person who may counsel or advise, aid, encourage or persuade another whose testimony is desired or material in any proceeding before said court to go or move beyond the reach of the process of the court; to try all offenses within the territorial limits of the city constituting traffic cases which under the laws of Georgia are placed within the jurisdiction of municipal courts to the extent of and in accordance with the provisions of such laws and all law subsequently enacted amendatory thereof.

Sec. 4.11. Chief judge; associate judge; solicitor.

- (a) The municipal court shall be presided over by a chief judge and such part-time, full-time, or standby judges as shall be provided by ordinance. The method of selection and terms of such judges shall be provided by ordinance.
- (b) No person shall be qualified or eligible to serve as a judge on the municipal court unless he shall have attained the age of 21 years and shall be a member of the State Bar of Georgia. All judges shall be appointed by the mayor and confirmed by the city council and shall serve at the pleasure of the mayor and city council.
- (c) Compensation of the judges shall be fixed by the city council by ordinance.
- (d) Before assuming office, each judge shall take an oath, given by the mayor, that he will honestly and faithfully discharge the duties of his office to the best of his ability and without fear, favor or partiality. The oath shall be entered upon the minutes of the city council journal required in section 2.20 of this Charter.
- (e) At the request of the presiding municipal judge, a solicitor and an assistant solicitor may be appointed by the mayor and confirmed by the city council. The method of selection and terms of such solicitors shall be provided by ordinance.

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Sec. 4.12. Convening.

The municipal court shall be convened at such times as designated by ordinance or ~~at such times~~ as the court deems necessary to keep current the dockets thereof. *[Rationale: To eliminate duplicative phrase.]*

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Sec. 4.13. Jurisdiction; powers.

- (a) The municipal court shall try and punish violations of this Charter, all city ordinances, and such other violations as provided by law.
- (b) The municipal court shall have the authority to punish those in its presence for contempt, provided that such punishment shall not exceed a fine of \$200.00 or ten days in jail.
- (c) The municipal court may fix punishment for offenses within its jurisdiction not exceeding a fine of \$1,000.00 or imprisonment for 180 days, or both, or may fix punishment by fine, imprisonment or alternative sentencing as now or hereafter provided by law. The municipal judge may appoint counsel as required by law at the request of any person sentenced to a jail term who is found to be indigent.
- (d) The municipal court shall have the authority to establish a schedule of fees to defray the costs of operation and shall be entitled to reimbursement of the actual cost of meals, transportation and caretaking of prisoners bound over to superior courts for violation of state law.
- (e) The municipal court shall have authority to establish bail and recognizances to ensure the presence of those charged with violations before said court and shall have discretionary authority to accept cash or personal or real property as surety bond for the appearance of persons charged with violations. Whenever any person shall give bail for his appearance and shall fail to appear at the time fixed for trial, his bond may be forfeited by the judge presiding at such time and an execution shall be issued thereon by serving the defendant and his sureties with a rule nisi at least two (2) days before a hearing on the rule nisi. In the event that cash or property is accepted in lieu of bond or security for the appearance of a defendant at trial and if such defendant fails to appear at the time and place fixed for trial, the cash so deposited shall be on order of the judge declared forfeited to the City of

Norcross, or the property so deposited shall have a lien against it for the value forfeited, which lien shall be enforceable in the same manner and to the same extent as a lien for city property taxes.

- (f) The municipal court shall have the authority to bind prisoners over to the appropriate court when it appears by probable cause that state law has been violated.
- (g) The municipal court shall have the same authority as superior courts to administer oaths as are necessary and to perform all other acts necessary and proper to the conduct of said court.
- (h) The municipal court may compel the presence of all parties necessary to a proper disposal of each case by the issuance of summonses, subpoenas and warrants which may be served as executed by any officer as authorized by this Charter or by law.
- (i) The municipal court is specifically vested with all the jurisdiction and powers throughout the geographic area of the City of Norcross granted by law to municipal courts and particularly by such laws as authorize the abatement of nuisances and prosecution of traffic violations.

Sec. 4.14. Appeal and certiorari.

- (a) A review of a decision of the municipal court, in the case of traffic violations, may be by direct appeal to the Superior Court of Gwinnett County, Georgia (hereafter the "superior court"), and any bond as may be required to secure the costs of appeal to the Superior Court of Gwinnett County, Georgia, superior court from the municipal court shall lie as prescribed by law. An appeal to the superior court shall not be a de novo proceeding.
- (b) The right of certiorari from the decision and judgment of the municipal court shall exist in all criminal cases and ordinance violation cases, and such certiorari shall be obtained under the sanction of the judge of the ~~S~~superior ~~C~~court of Gwinnett County under the laws of the State of Georgia regulating the granting and issuance of writs of certiorari. [Rationale: Cosmetic changes only.]

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Sec. 4.15. Rules of court.

With the approval of the city council, the municipal judge shall have full power and authority to make reasonable rules and regulations necessary and proper to secure the efficient and successful administration of the municipal court; provided, however, that the city council may adopt in part or in ~~full~~ ~~to~~ the rules and regulations applicable to the superior courts under the laws of the State of Georgia. The rules and regulations made or adopted for said court shall be filed with the city clerk, shall be available for public inspection, and, upon request, a copy shall be furnished to all defendants in municipal court proceedings at least 48 hours prior to said proceedings.

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ARTICLE V. ELECTIONS

Sec. 5.10. Applicability of general law.

All elections shall be held and conducted in accordance with chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code," O.C.G.A. § 21-2-1 et seq., as now or hereafter amended.

(Ord. No. 17-2018 , § II, 12-3-2018)

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Sec. 5.11. Regular elections; time for holding.

The city council shall cause an election to be held at the city hall or such other place in the city as the city council shall direct and designate. All general municipal elections held prior to the election of 2023 shall be held on the Tuesday next following the first Monday in November of each year, except that no such election shall be held in 2022. The general municipal election of 2023 and all subsequent general municipal elections shall be held on the Tuesday next following the first Monday in November of each odd numbered year. The term of each elected officer shall begin on the day and hour of taking the oath of office as provided in Article II, Section 2.18 of this Charter. Notwithstanding any other provision of this Charter, no term of office to which a person has been elected prior to the date this section becomes effective in 2019 shall be shortened or lengthened except pursuant to the procedures established by general law.

(Res. of 3-4-2019 , § 2)

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Sec. 5.12. Qualifying; absentee ballots; other provisions.

~~Except as otherwise provided by this Charter, the city council, by ordinance,~~ may prescribe rules and regulations governing qualifying fees, absentee ballots, write-in votes, challenge of votes, and such other rules and regulations as ~~required by the provisions of it deems necessary to fulfill any options and duties under chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code,"~~ codified as O.C.G.A. § 21-2-1 et seq., as now or hereafter amended. *[Rationale: The city council must comply, by ordinance or otherwise, with the state election code, and this section was modified to remove any perceived "discretion" of the city council in establishing any rules or regulations in conflict with the election code.]*

(Ord. No. 17-2018 , § II, 12-3-2018)

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Sec. 5.13. Election by majority vote.

The mayor and councilmembers shall be elected by a majority vote of the votes cast for each position. The procedures and requirements for election of all elected officers of the city shall be in conformity with the provisions of chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code," O.C.G.A. § 21-2-1 et seq., as now or hereafter amended.

(Ord. No. 17-2018 , § II, 12-3-2018)

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Sec. 5.14. Special elections; vacancies.

In the event that the office of the mayor or any councilmember shall become vacant for any cause whatsoever, the city council or those remaining shall order a special election to fill the balance of the unexpired term of such official. ~~;~~ ~~provided, however, if such vacancy occurs within nine (9) months of the expiration of the term of office of the mayor or any councilmember, said vacancy in office shall be filled by appointment by the remaining members of the city council. In all other respects, a~~ special election shall be held and conducted in accordance with ~~chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code,"~~ O.C.G.A. § 21-2-1 et seq., as now or hereafter amended. *[Rationale: The provisions of state law governing special elections shall be strictly followed, thereby eliminating the need for additional special election provisions]*

(Ord. No. 17-2018 , § II, 12-3-2018)

Sec. 5.15. Grounds for removal.

- (a) The mayor ~~or~~ any councilmember shall be subject to removal from office for any one or more of the following causes:
- (1) Incompetence, misfeasance or malfeasance in office;
 - (2) Conviction of a crime involving moral turpitude;
 - (3) Failure at any time to possess any qualifications of office as provided by this Charter or by law;
 - (4) Willful violation of any ~~express~~ prohibition of this Charter; *[The word "express" is unnecessary,]*
 - (5) Abandonment of office or neglect to perform the duties thereof; or
 - (6) Failure for any other cause to perform the duties of office as required by this Charter or by state law.
- (b) Removal of an elected officer pursuant to subsection (a) of this section shall be accomplished by one of the following methods:
- (1) ~~Removal of an elected officer from office may be accompanied by~~ two-thirds ($\frac{2}{3}$) of the vote of the entire membership of the city council. In the event an elected officer is sought to be removed by the action of the city council, such officer shall be entitled to a written notice specifying the ground or grounds for removal and to a public hearing which shall be held not less than ten days after the service of such written notice. Any elected officer sought to be removed from office as provided in this section shall have the right of appeal from the decision of the city council to the Superior Court of Gwinnett County *(hereafter the "superior court")*. Such appeal shall be governed by the same rules as govern appeals to the superior court from the probate court; ~~or~~
 - (2) By an order of the ~~S~~superior ~~C~~court ~~of Gwinnett County~~ following a hearing on a complaint seeking such removal brought by any resident of the City of Norcross, Georgia.

[Rationale: To simplify the provisions of this section.]

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PART I - CHARTER AND RELATED LAWS
Subpart A - CHARTER
ARTICLE VI. FINANCE AND FISCAL

ARTICLE VI. FINANCE AND FISCAL

Sec. 6.10. Property taxes.

All property subject to taxation for state and county purposes, assessed as of January 1 in each year, shall be subject to any property tax levied by the City of Norcross (hereafter the "city"). The city shall use the county assessment for the year in which the city taxes are to be levied. The county is to furnish appropriate information for such purpose unless otherwise directed by state law. The maximum⁷ general operation millage rate will be 15 mills.

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Sec. 6.11. Property tax levy.

The city council shall assess and collect an ad valorem tax on all real and personal property within the corporate limits of the city as permitted by state law for the purpose of raising revenues to defray the costs of operating the city government, of providing governmental services, for the repayment of principal and interest on general obligations, and for any other public purpose as determined by the city council in its discretion.

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Sec. 6.12. Millage rate; due dates and payment methods.

The city council¹ by ordinance² shall establish a millage rate for the city property tax, a due date and the time period within which these taxes must be paid. The city council by ordinance may provide for the payment of the taxes by installments or in one (1) lump sum, as well as authorize the voluntary payment of taxes prior to the time when due.

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Sec. 6.13. Occupational and business taxes.

The city council¹ by ordinance² shall have the power to levy such occupation or business taxes as are not prohibited by law. Such taxes may be levied on both individuals and corporations who transact business in the city or who practice or offer to practice any profession or calling therein to the extent such persons have a constitutionally sufficient nexus to the city to be so taxed. The city council may classify businesses, occupations, professions or callings for the purpose of such

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taxation in any way which may be lawful and may compel the payment of such taxes as provided in section 6.19 of this Charter.

Sec. 6.14. Licenses; permits; fees.

The city council, by ordinance, shall have the power to require any individual or corporation who transacts business in this city or who practices or offers to practice any profession or calling therein to register or obtain a license or permit for such activity from the city and pay a reasonable fee for such license or permit where such activities are not ~~now~~ regulated by general law in such a way as to preclude city regulations, regardless of whether or not the individual or corporation has an office or establishment within the city. The city council shall be authorized to fix the amount, terms and manner of issuing and revoking licenses or permits, subject to the laws of Georgia and the United States. This power is conferred pursuant to the police powers of the city and for the purpose of raising revenue for the operation of city government through the imposition of a fee for the privilege of operating within the city. Such fees may reflect the total cost to the city of regulating the activity and, if unpaid, shall be collected as provided in section 6.19 of this Charter. The city council by ordinance may establish reasonable requirements for obtaining or keeping such licenses as the public health, safety and welfare necessitate. [Rationale: To eliminate duplicate sections of this Charter by combining the provisions of this section with the provisions of Section 7.14.]

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Sec. 6.15. Sewer service charges.

The city council, by ordinance, shall have the right, power and authority to assess and collect fees, charges and tolls for sewer services rendered both inside and outside the corporate limits of the city, to provide for the total cost and expense of providing for the collection and disposal of sewage through the sewerage facilities of the city. If unpaid, said sewer service shall constitute a lien against any property of persons served, which lien shall be second in priority to liens for county and city property taxes and shall be enforceable in the same manner and under the same remedies as a lien for city property taxes as provided in section 6.19 of this Charter.

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Sec. 6.16. Sanitary and health service charges.

The city council, by ordinance, shall have authority to provide for, to enforce, to levy and to collect the total costs of sanitary and health services provided or made available inside or outside the corporate limits of the city. Such authority shall include the power to assess, levy and collect annual or monthly sanitary taxes or fees in such amount, or amounts, and based upon and in accordance with such classification of property and sanitary service or services provided, as may be fixed by ordinance. Said sanitary taxes and assessment thereof shall be a charge and lien against the real estate ~~for in respect to~~ which said taxes are so assessed and the owner or owners thereof, superior to all other liens except liens for county and city property taxes and shall be enforceable in the same manner and under the same remedies as a lien for city property taxes as provided in section 6.19 of this Charter.

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Sec. 6.17. Special assessments.

The city council, by ordinance, shall have the power and authority to assess and collect impact fees or other special assessment fees to cover all or part of the cost of constructing, reconstructing or improving any public way, street, sidewalk, curbing, gutters, sewers, water systems or other utility mains and appurtenances, against the abutting property owner or the owners of any property having a constitutionally sufficient nexus to the needed public improvement under such reasonable terms and conditions as may be prescribed by ordinance. Such special assessments shall become delinquent 30 days after their due dates, shall thereupon be subject, in addition to fieri facias charges, to a penalty of 10 percent and shall thereafter be subject to interest at the rate of nine percent (9%) per annum from date due until paid. A lien shall exist against the affected property superior to ~~all~~ other liens, except that it shall be of equal dignity with liens for county and city property taxes; and said lien shall be enforceable by the same procedure and under the same remedies as a lien for city property taxes as provided in section 6.19 of this Charter.

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Sec. 6.18. Construction; other taxes.

The ~~is~~ city shall be empowered to levy any other tax allowed ~~now or hereafter~~ by law, and the specific mention of any right, power or authority in this article

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shall not be construed as limiting in any way the general powers of the ~~is~~ city to govern its local affairs.

Sec. 6.19. Collection of delinquent taxes and fees.

The city council, by ordinance, may provide for the collection of delinquent taxes, fees, or other revenues due the city under Sections 6.10 through 6.18 of this Charter by fieri facias issued by the General Government Administration department ~~head~~ and executed by any police officer of the city or the city marshal under the same procedures ~~s~~ provided by the law governing execution of such process from the superior court or by the use of any other available legal processes and remedies. The city council shall be authorized to impose an interest penalty upon delinquent tax payments to the city in an amount not exceeding the maximum rate of interest allowable under the laws of Georgia. A lien shall exist against all property upon which the city property taxes are levied, as of the assessment date of each year, which lien shall be superior to ~~all~~ other liens, except that it shall have equal dignity with those of federal, state, or county taxes. In case of hardship, the city council shall have discretionary authority to waive any and all penalties imposed by this Charter on delinquent taxes, assessments, or ~~on~~ other amounts due to the city.

(1996 Ga. Laws, page 3666, § 7; 1997 Ga. Laws, page 3517, § 6)

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Sec. 6.20. Transfer of executions.

The ~~g~~General ~~G~~overnment ~~A~~administration department head shall be authorized to assign or transfer any fieri facias or execution issued for any tax, street, sewer, or other assessment in the same manner and to the same extent as provided by Georgia law regarding sales and transfers of tax fieri facias; provided, however, that upon levy of execution and sale of property pursuant to such tax fieri facias, whether assigned, transferred, or executed by the city, the owner of such property, in fee simple or lesser interest, shall not lose his or her right to redeem the property in accord~~ance~~ with the requirements of redemption of property sold under state or county ad valorem tax fieri facias as said requirements ~~now exist or~~ may be hereinafter provided by law.

(1996 Ga. Laws, page 3666, § 8)

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Sec. 6.21. General obligation bonds.

The city council shall have the power to issue bonds for the purpose of raising revenue to carry out any project, program or venture authorized under this Charter or the general laws of the state. Such bonding authority shall be exercised in accordance with the laws governing bond issuance by municipalities in effect at the time said issue is undertaken.

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Sec. 6.22. Revenue bonds.

Revenue bonds may be issued by the city council as state law ~~now or hereafter~~ provides. Such bonds are to be paid out of any revenues produced by the project, program or venture for which they were issued.

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Sec. 6.23. Short-term loans.

The city may obtain short-term loans between January 1 and December 31 of each year and must repay such loans not later than December 31 of each year.

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Sec. 6.24. Fiscal year.

The city council shall set the fiscal year by ordinance. This fiscal year shall constitute the budget year and the year for financial accounting and reporting for each and every office, department, ~~institution~~, agency and activity of the city government, unless otherwise provided by state or federal law.

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Sec. 6.25. Preparation of budgets.

The city council shall provide an ordinance on the procedures and requirements for the preparation and execution of an annual operating budget, a capital improvement program, and a capital budget, including requirements as to the scope, content and form of such budgets and programs.

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Sec. 6.26. Submission of the operating budget to the city council.

On or before a date fixed by the city council, but not later than 60 days prior to the beginning of each fiscal year, the city manager shall prepare and submit to the city council a proposed operating budget for the ensuing fiscal year. The budget shall be accompanied by a message from the city manager containing a

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statement of the general fiscal policies of the city, the important features of the budget, an explanations of major changes recommended for the next fiscal year, a general summary of the budget, and such other comments and information as he ~~or she~~ may deem pertinent. The operating budget, the capital improvements budget ~~provided for in this chapter~~, the budget message, and all supporting documents shall be filed in the office of the city clerk and shall be open to public inspection.

(1997 Ga. Laws, page 3517, § 7; 2007 Ga. Laws (Act No. 213), page 4071, § 5)

Sec. 6.27. Action by city council on operating budget.

- (a) The city council may amend the proposed operating budget, except that the budget as finally amended and adopted must provide for all expenditures required by state law or by other provisions of this Charter and for all debt service requirements for the ensuing fiscal year, and the total appropriations from any fund shall not exceed the estimated fund balance, reserves, and revenues.
- (b) The city council, by ordinance, shall adopt the final operating budget for the ensuing year not later than the last day of the ~~current fiscal~~~~old~~ year. If the city council fails to adopt the budget by this date, the amounts appropriated for operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis, with all items prorated accordingly, until such time as the city council adopts a budget for the ensuing fiscal year. Adoption of the budget shall take the form of an appropriations ordinance setting out the estimated revenues in detail by sources and making appropriations according to fund and by organizational unit, purpose, or activity as set out in the budget document.
- (c) The amount set out in the adopted operating budget for each organizational unit shall constitute the annual appropriation for such item, and no expenditure shall be made or encumbrance created in excess of the otherwise unencumbered balance of the appropriations or allotments thereof to which it is chargeable, unless authorized by the city council.
- (d) The city council shall be authorized to establish a tax millage rate each year to ensure that the necessary revenue will be available to meet the appropriations provided for in ~~thesaid~~ budget. The tax millage rate levied by

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the city council shall not exceed 15 mills to cover general operating expenses. An additional millage rate may be levied for the retirement of bonded indebtedness.

(1997 Ga. Laws, page 3517, § 8)

Sec. 6.28. Changes in appropriations.

The city council may make changes in the appropriations in addition to those contained in the current operating budget at any regular meeting or special or emergency meeting called for such purposes.

Sec. 6.29. Capital improvements budget.

- (a) On or before a date fixed by the city council, but not later than 60 days prior to the beginning of each fiscal year, the city manager shall prepare and submit to the city council a proposed capital improvements budget with recommendations as to the means of financing the improvements proposed for the ensuing fiscal year. The city council shall have the power to accept, with or without amendments, or reject the proposed capital improvements budget~~program~~ and proposed means of financing the proposed improvements. The city council shall not authorize an expenditure for the construction of any building, structure, work, or improvement, unless the appropriations for such project are included in the capital improvements budget, except to meet a public emergency as provided in Section 2.24 of this Charter.
- (b) The city council shall adopt by ordinance the final capital improvements budget for the ensuing fiscal year not later than December 31 of each year. No appropriations provided for in a prior capital improvements budget shall lapse until the purpose for which the appropriations were made shall have been accomplished or abandoned; provided, however, the mayor or any member of the city council may submit amendments to the capital improvements budget at any time during the fiscal year, accompanied by recommendations for such amendments. Any ~~such~~ amendments to the capital improvements budget shall become effective only upon adoption by ordinance.

(1997 Ga. Laws, page 3517, § 9; 2007 Ga. Laws (Act No. 213), page 4071, § 6)

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Sec. 6.30. Independent audit.

There shall be an annual independent audit of all city accounts, funds and financial transactions by a certified public accountant selected by the mayor and confirmed by the city council. The audit shall be conducted according to generally accepted accounting principles. Any audit of any funds by the state or federal government may be accepted as satisfying the requirements of this Charter. Copies of all audit reports shall be available at printing costs to the public.

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Sec. 6.31. Procurement and property management; contracting procedures.

(a) The City of Norcross (hereafter the "city") shall establish financial management policies to ensure that the public has confidence in the integrity of the city's administration of its procurement and contracting procedures.

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(b) The city is authorized to make purchases and enter into contracts as follows:

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(1) Each department head shall serve as purchasing agent for his department and shall, pursuant to written purchasing policies and procedures established by the city, negotiate the purchase of all capital expenditures, goods and services for his department. The department head or his designee shall approve all purchases and submit them to the General Government Administration Department, which is subject to the supervision and direction of the city manager. All contracts shall be made or authorized by the city council and no contracts shall bind the city unless:

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(1) — (2) All contracts it is shall be in writing to be binding upon the city. :

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(32) The city shall establish financial ——— In event a contract for goods or services is in excess of \$500.00, it shall be drawn by or submitted and reviewed by the city attorney and, as a matter of course, shall be signed by him to indicate such drafting or review; and

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(3) It is made or authorized by the city council and such approval is entered in the city council journal of proceedings pursuant to section 2.21 of this Charter.

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(c) No contract for the sale, lease or purchase of real estate shall be valid without the approval of city council.

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(d) The city clerk shall authenticate all contracts and shall maintain a file of original copies of all city contracts.

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[Rationale: To make the provisions of this section consistent with Sections 16-73, 16-74 and 16-76 of the City of Norcross Code of Ordinances and to enable the city to make revisions to a financial policy as needed from time to time].

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Sec. 6.32. Centralized purchasing.

The city council may by ordinance prescribe procedures for a system of centralized purchasing for the city.

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Sec. 6.33. Sale of city property.

- (a) The city council may sell and convey any real or personal property owned or held by the city for governmental or other purposes as ~~now or hereafter~~ provided by law.
- (b) The city council may quitclaim any rights it may have in property ~~not needed~~ for public purposes upon report by the mayor and adoption of a resolution by the city council, both ~~stating in writing~~ ~~finding~~ that the property is not needed for public ~~or other~~ purposes and that the interest of the city has no readily ascertainable monetary value.
- (c) Whenever in opening, extending, or widening any street, avenue, alley, or public place of the city a small parcel or tract of land is cut off or separated by such work from a larger tract or boundary of land owned by the city, the city council may authorize the mayor to execute and deliver in the name of the city a deed conveying said cut off or separated parcel or tract of land to an abutting or adjoining property owner or owners in exchange for rights of way of said street, avenue, alley, or public place when such exchange is deemed to be in the best interest of the city. All deeds and conveyances heretofore and hereafter so executed and delivered shall convey all title and interest the city has in such property, notwithstanding the fact that no public sale after advertisement was or is hereafter made.

(1997 Ga. Laws, page 3517, § 10)

PART I - CHARTER AND RELATED LAWS
 Subpart A - CHARTER
 ARTICLE VII. MUNICIPAL SERVICES AND REGULATORY FUNCTIONS

ARTICLE VII. MUNICIPAL SERVICES AND REGULATORY FUNCTIONS

Sec. 7.10. Municipal services; streets.

The city council shall have the power and authority to lay out, open, widen, change, straighten, alter, improve, vacate, abandon and otherwise to exercise complete control over the streets, alleys, squares and sidewalks of the city. The city council shall provide for the removal of any and all obstacles and nuisances in regard to the streets, alleys, or sidewalks, or other public places within the city and shall adopt appropriate ordinances to accomplish this purpose.

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Sec. 7.11. Municipal utilities.

The city council shall have the power and authority to acquire, own, hold, build, maintain and operate a system of waterworks, electric lights, and sewerage systems; to establish rates and charge fees for services rendered in any of said systems; to finance any of thesaid systems through appropriate bond issues in accordance with the laws of Georgia; to exercise the power of eminent domain in regard to any of thesaid systems, both inside and outside the corporate limits; and to contract to furnish the services of thesaid systems to consumers outside the corporate limits of the city.

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Sec. 7.12. Sewers and drains.

The city council shall have the power and authority to provide for the establishment, extension and maintenance of a system of sewers and drains, together with a sewerage disposal system. This power includes the authority to extend thesaid system beyond the corporate limits. For these purposes the city is granted the power of eminent domain both inside and outside the corporate limits. The city council may provide by ordinances s for reasonable connection fees for tapping on to the water and sewer lines of thesaid city and may compel citizens to tap into the same when such services are made available. The city council may cause said connection to be made when the owners refuse and issue executions to be made for the amount so expended, which executions shall

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create a lien on the property connected with said water and sewerage system from the date of the order or connection.

Sec. 7.13. Rights-of-way.

The city shall have the right, easement and franchise of laying the necessary mains, pipes, conduits and drains, for waterworks and sewerage system purposes along the highways in the County of Gwinnett, without cost; it shall have full power and authority to enact and enforce such rules and regulations and ordinances as may be necessary to protect the water basin and watershed from which the water supply is taken from contamination and to protect said waterworks and sewerage system, including the mains, pipes, and conduits whether the same be situated inside or outside the corporate limits of the city.

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Sec. 7.14. Power to regulate and license.

~~The city council shall have the power and authority to provide by ordinance for the registration and licensing of any trade, business, occupation, vocation, profession, or any and every other undertaking pursued for the purpose of personal gain or profit of whatever nature, engaged in or carried on within the limits of the city, regardless of whether or not the subject has an office or establishment within the city. The city council shall be authorized to fix the amount, terms and manner of issuing and revoking licenses, provided that this authority is subject to the constitutions and laws of the United States and State of Georgia. This power is conferred for the purpose of regulation under the police powers of the city and for the purpose of raising revenue for the operation of the city government through the imposition of a tax or fee on the privilege of operating within the city. This authority extends over individuals, partnerships, associations, corporations and their agents and any other legal entity capable of transacting business. [Rationale: The provisions of this section appear to be duplicative of Section 6.14 of this Charter.]~~

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Sec. 7.15. Franchises.

The city council shall have the authority to exercise control over the streets of the city. The power is conferred upon the city council to grant franchises for the use of ~~te~~his city's streets and alleys, for the purposes of railroads, street railways, telephone companies, electric companies, cable television companies, gas

companies, transportation companies and other similar organizations. This franchise right extends to, but is not limited to, the erection of poles, stringing wires, and laying of pipes, lines or conduits both above and below the ground surface. The council shall determine the duration, provisions, terms, and whether the same shall be exclusive or nonexclusive and the consideration for such franchises; provided, however, that no franchise shall be granted for a period in excess of 35 years and no franchise shall be granted unless the city receives just and adequate compensation therefor. The city council shall provide for the registration of all franchises with the city clerk in the registration book kept by the city clerk ~~her or him~~. The city council may provide by ordinance for the registration within a reasonable time of all franchises previously granted.

Sec. 7.16. Building, housing, electrical and plumbing regulations.

The city council shall have the power and authority to enact such reasonable rules and regulations as it may deem necessary or expedient regarding the construction and maintenance of buildings, remodeling of buildings, plumbing and electrical wiring and equipping of buildings, in order to promote the safety and welfare of its citizens and to guard against fire or other property damage. This power may, in the discretion of the city council, be exercised by adoption of any such standard building, housing, gas, heating and air conditioning, electrical, and plumbing codes as may be deemed proper. The city council shall be empowered to direct the city manager to engage the necessary city personnel to enforce such rules and regulations as adopted and to charge reasonable fees for inspections and permits. ~~and The city council~~ may also require the obtaining of a permit as a condition precedent to any construction, building, electrical or plumbing work. The city council may enact all ordinances necessary to enforce such rules and regulations.

ARTICLE VIII. ZONING

Sec. 8.10. Zoning board.

The mayor shall recommend and the city council shall appoint a planning and zoning board and the city council shall adopt ordinances and regulations for the administration thereof. The zoning board shall be advisory in nature and must

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review all matters before them in full recognition of the criteria set forth in the City of Norcross (hereafter the "city") -land use plan.

Sec. 8.11. Zoning board of appeals.

The mayor shall recommend and the city council shall appoint a zoning board of appeals to hear cases involving variances from the city's zoning rules and regulations.

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ARTICLE IX. GENERAL PROVISIONS

Sec. 9.10. Bonds for officials.

The officers and employees of the city, both elective and appointive, shall execute such surety or fidelity bonds in the amounts and upon such terms and conditions as the city council shall from time to time require by ordinance or as may be provided by law.

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Sec. 9.11. Existing ordinances, resolutions, rules and regulations.

Existing ordinances, resolutions, rules and regulations of the City of Norcross not in conflict with the provisions of this Charter shall continue in force, unless repealed or amended by the city council. To the extent the Code of the City of Norcross conflicts with this Charter, the Charter shall control. Existing rules and regulations of departments or agencies not in conflict with the provisions of this Charter shall continue in force and effect until they have been repealed or amended.

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Sec. 9.12. Construction.

- (a) Section captions in this Charter are informative only and shall not be considered as a part thereof.
- (b) The word "shall" is mandatory and the word "may" is permissive.
- (c) The singular shall include the plural, and vice versa, and the masculine shall include the feminine, and vice versa.

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Sec. 9.13. Penalties.

The violation of any provision of this Charter, for which a penalty is not specifically provided for herein, shall be punishable by a fine of not more than \$1,000.00, or by imprisonment not to exceed 30 days, or both such fine and imprisonment.

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Sec. 9.14. ~~City Existing employees~~ personnel and officers.

Except as specifically provided otherwise by this Charter, all ~~employees~~ ~~personnel~~ and officers of the city and their rights, privileges, and powers shall continue beyond the time this Charter takes effect for a period of 30 days before or during which the ~~existing~~ city council shall pass a transition ordinance ~~detailing the changes in personnel and appointive officers required or desired and arranging such titles, specifying the~~ rights, privileges and powers ~~of such employees and officers~~ as may be required or desired to allow a reasonable transition.

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Sec. 9.15. Pending matters.

Except as specifically provided otherwise by this Charter, all rights, claims, actions, orders, contracts and legal or administrative proceedings shall continue and any such ongoing work or cases shall be completed by such city agencies, personnel or offices as may be provided by the city council.

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Sec. 9.16. Severability.

If any article, section, subsection, paragraph, sentence or part of this Charter shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the other parts of this Charter unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional, it being the legislative intent in enacting this Charter that each article, section, subsection, paragraph, sentence or part thereof be enacted separately and independent of each other.

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Sec. 9.17. Specific repealer.

An Act incorporating the City of Norcross, in the County of Gwinnett, approved February 11, 1977 (1977 Ga. Laws, page 2546), is repealed in its entirety and all amendatory acts thereto are likewise repealed in their entirety.

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Sec. 9.18. General repealer.

All laws and parts of laws in conflict with this Act are repealed.

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Subpart B RELATED LAWS***ARTICLE II. HOMESTEAD EXEMPTION FROM AD VALOREM TAXATION²***

²Editor's note(s)—Printed herein is 1990 Ga. Laws (Act No. 798) p. 3941, as enacted by the Georgia General Assembly. Amendments are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original Act. Any provisions regarding the notice to introduce legislation, call for special election, form of ballot, and the repealing clause have been omitted. Obvious misspellings and punctuation errors have been corrected without notation. The style used for headings and catchlines has been made uniform and consistent with those appearing in the Code. Additions made for clarity, such as consistent state statute citations and catchline modifications, are indicated by brackets.

Sec. 1. Statutory authorization.

The following legislation pertaining to homestead exemptions in the City of Norcross is enacted pursuant to ~~a~~Article VII, ~~S~~section II, ~~p~~paragraph II of the Constitution of the State of Georgia, relating to exemptions from taxation of property.

Sec. 2. Exemptions granted.

- (a) Each resident of the City of Norcross (~~hereafter the "city"~~) shall ~~be~~is granted a homestead exemption from all ~~City of Norcross~~ad valorem taxes levied by the city, except taxes to pay interest on the retired bonded indebtedness, in ~~an the~~ amount ~~to be determined of \$9,000.00 of pertaining to~~ the value of the homestead owned and occupied by said resident within the ~~city~~City of ~~Norcross~~. The value of the homestead in excess of the exempted amount shall remain subject to taxation.
- (b) Each resident of the ~~city~~City of ~~Norcross~~ who is 62 years of age or older is granted a homestead exemption from all ~~City of Norcross~~ad valorem taxes levied by the city in ~~the an~~ amount ~~to be determined of \$18,000.00 of pertaining to~~ the value of the homestead owned and occupied by said resident within the ~~city~~City of ~~Norcross~~. The value of the homestead in excess of the exempted amount shall remain subject to taxation.
- (c) The increased homestead exemptions provided in this Act shall apply to all taxable years beginning after December 31, 1989.

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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**

City of Norcross

Legislation Details (With Details)

File #:	24-6904	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/2/2024 6:30 PM	In Control:	Mayor and Council
Title:	Accept the Agenda and Approve the Consent Agenda		

Sponsors:

Code Sections:

Title
Accept the Agenda and Approve the Consent Agenda

Motion
A motion to Accept the Agenda and Approve the Consent Agenda



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**

City of Norcross

Legislation Details (With Details)

File #:	24-6901	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/2/2024 6:30 PM	In Control:	Mayor and Council
Title:	Comprehensive Plan Transmittal Public Hearing		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Comprehensive Plan Update](#)
2. [2024-01-02 Norcross CC Transmittal Hearing](#)

Title
Comprehensive Plan Transmittal Public Hearing

Drafter
Antonio Harris



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

Agenda Report

To: Mayor and Council

From: Antonio Harris
Community Development & Planning Director

Meeting Date: January 2, 2024 - Mayor and Council

Item No.: 24-6901

Title: Comprehensive Plan Transmittal Public Hearing

CC: Eric Johnson, City Manager

Recommendation:

To conduct the state-required public hearing before transmittal of the draft Comprehensive Plan Update to the Atlanta Regional Commission for review.

Background:

The City is wrapping up work on a required update of its Comprehensive Plan per Georgia Department of Community Affairs (DCA) guidelines. To allow the public and city officials an opportunity to comment on the draft document before transmittal, staff is presenting an overview of the plan recommendations. DCA requires that a public hearing be held prior to transmittal to the Atlanta Regional Commission for regional and state review to ensure that the draft plan meets the DCA guidelines before adoption. The plan must be adopted before February 29, 2024, in order for the City to maintain its Qualified Local Government Status, and that will occur after the ARC and DCA review which will be within 40 days of transmittal.

Financial Impact:

Existing Allocation – Comprehensive Plan Update \$75,000

Consistent with Comprehensive Plan?

This project is considered to be consistent with Goal 1 to Continue to Define Norcross' Sense of Place by updating the City's Comprehensive Plan on the State's predefined schedule.

Next Steps:

Hold public hearing at the Mayor and City Council meeting, Tuesday, January 2, 2024, at 6:30 PM.

Attachments

PowerPoint presentation.

Draft Comprehensive Plan Update and Technical Addendum

Update



NORCROSS

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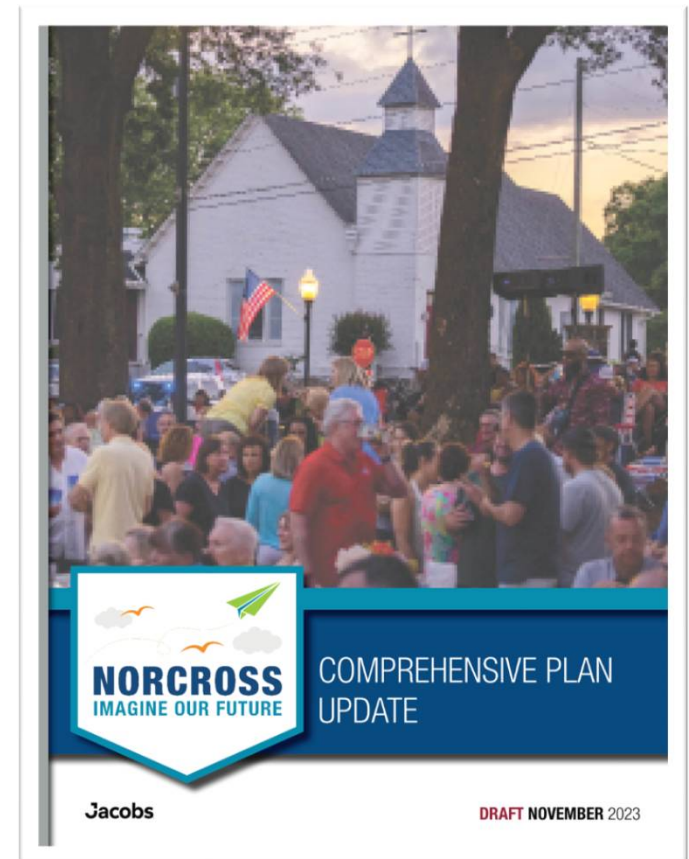
Update to the 2040 Comprehensive Plan

City Council Regular Meeting
January 2, 2024



Tonight's Agenda

- § Overview of the Draft Norcross Imagine Our Future Comprehensive Plan Update
- § Pre-Transmittal Hearing
 - Asking you to approve the **draft plan for transmittal to ARC for regional and state review**
 - The plan cannot be adopted by Council until ARC and DCA find that it is in compliance with state guidelines
- § Review period open until February
 - This is still a draft document and **changes can be made up until adoption**



Comprehensive Plan Overview

§ 5 Year Update of the Comprehensive Plan

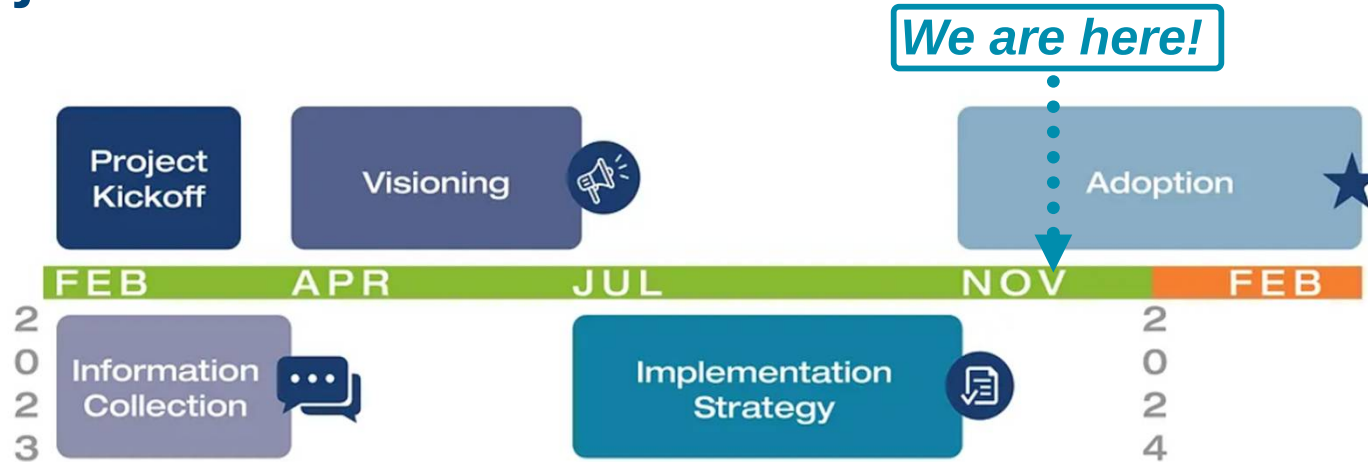
- Required by Georgia Department of Community Affairs in order for the City to maintain eligibility for selected state funding and permitting programs
- Comprised of two documents a **Comprehensive Plan Report** and a **Technical Addendum**

§ Key aspects of the Planning process

- Driven by community vision
- Incorporates the findings of other planning efforts
- Coordinated with Town Center update effort



Project Schedule & Status



- § Draft Comprehensive Plan prepared for Transmittal to the Atlanta Regional Commission
- § Town Center LCI report draft will be ready for public review in January 2024
- § Adoption of both plans is tentatively set for February 2024

Community Driven Process

Community Engagement To Date

- § Project Website, www.imagineourfuture.org
- § Interviews and Focus Groups
- § Two Online surveys
- § Four On-the-spot engagements
- § Virtual Public Meeting
- § Open House – October 19



Vision Driven Plan

Vision

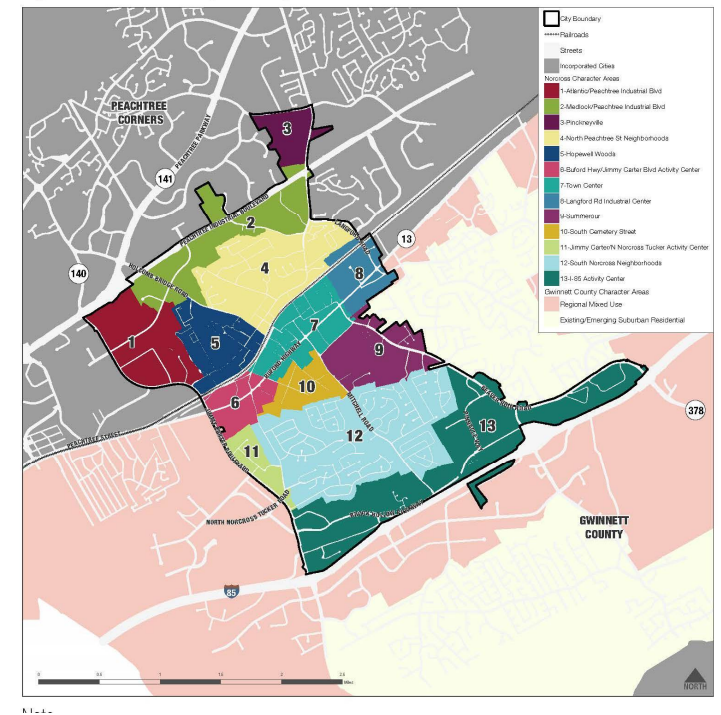
“Norcross will be a dynamic and welcoming community in which generations of diverse citizens can engage, create, contribute, and flourish.”

Community Work Program

- To-do list for staff and officials over next 5 years
- Implementable projects and action items
- Identifies responsible parties, costs and funding

FDM (Policy)

Figure 2.1. Future Development Map



Key Changes

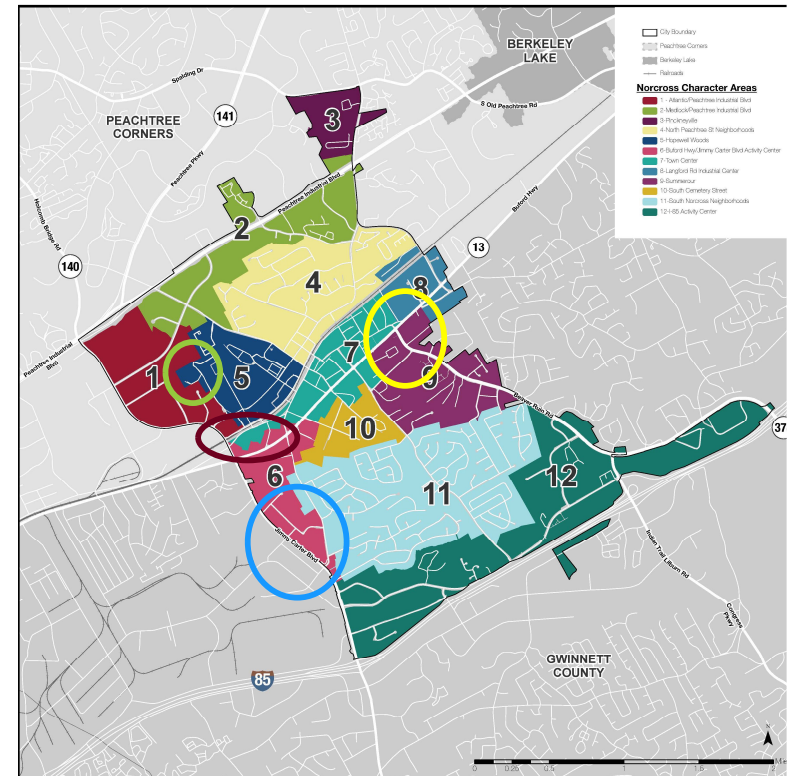
Updated Future Development Map (FDM)

- Character Area 5 – Hopewell Woods expanded to northwest side of Langford Rd and south side of West Peachtree
- Character Area 6 – Buford Hwy merged with former Character Area 11 – Jimmy Carter Blvd/Norcross Tucker Activity Center to form new Buford Hwy/Jimmy Carter Blvd Activity Center
 - Resulting Character Areas 12 and 13 renumbered to 11 and 12, respectively
- Character Area 7 – Town Center expanded west to Jimmy Carter Blvd just south of West Peachtree
- Character Area 9 – Summerour expanded to intersection of Buford Hwy and Beaver Run Road

Revised Community Work Program

- Incorporates recommended projects from LCI
- Reduced number of projects based on City Staff input

Draft FDM



December 4, 2023 Errata sheet

§ Since the Nov 20th Work Session several edits have been proposed to the draft plan that was posted online

§ These changes include:

- Updated transportation project list reflecting the current recommendations of the draft LCI Update effort
- Revision to the policies of the Summerour Character Area to allow higher building height along Buford Highway
- Additional work items in the CWP to address the sewer capacity issue

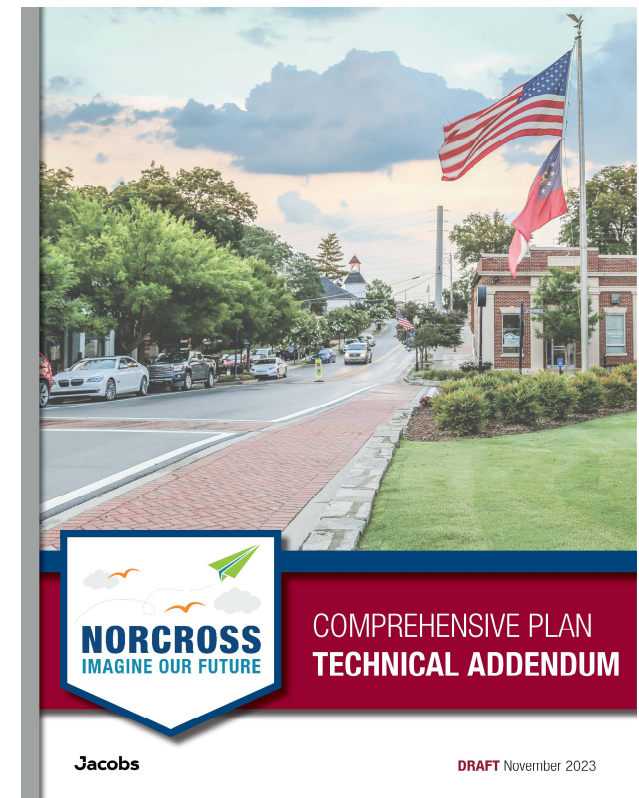
Norcross Comprehensive Plan Update
2023-12-04 - Errata Sheet

Chapter	Page	Theme/Topic	Section/Item Number	Comments/Notes
2	31	Changes to Summerour Character Area	Add: Building height should be limited to 72 feet along Buford Highway and should 'step down' down to a maximum height of 35' for the rest of the character area. To replace 'Building Height should be limited to 35 feet in the Appropriate Scale of development and land use policies section.	
3	57	Planned Projects & Opportunities	Update to reflect Gwinnett County's Transit Development Plan (2023)	
3	73	Sewer Capacity	Add the following section after Upcoming Projects to highlight sewer capacity issues: <i>While city of Norcross has seen tremendous growth in the last 5 years, especially near the city's Downtown, the additional development and density has resulted in extremely limited sewer capacity in some areas. Sewer capacity helps determine if a project will be reviewed as the city would not want to overburden the existing system. In order to continue the desired growth, bolster economic development, and maintain a high quality of life, it is important that the city work to identify existing limitations and future needs, then work with partners, including Gwinnett County Water Resources, to expand sewer capacity and ensure infrastructure is maintained properly.</i>	
4	86	Sewer Capacity	Add SO 32 Work with Gwinnett County to develop a plan to open additional sewer capacity on Mitchell Road	Timeframe for CWP: 2024
4	86	Sewer Capacity	Add SO 33 Utilize grant funding to identify potential solutions for limited sewer capacity along Jimmy Carter Boulevard.	Timeframe for CWP: 2024, 2025
4	87	Formatting CWP	Updated the second item labeled TR 21 to TR 22	
4	87	CWP - addition of LCI Projects	Add TR 23 N Norcross Tucker Rd Bike Lane	Timeframe for CWP: 2027; Cost Estimate: \$890,000
4	87	CWP - addition of LCI Projects	Add TR 24 Buford Highway at N Norcross Tucker Crossing	Timeframe for CWP: 2025; Cost Estimate: \$110,000
4	87	CWP - addition of LCI Projects	Add TR 25 Buford Hwy at Holcomb Bridge Rd	Timeframe for CWP: 2025; Cost Estimate: \$110,000
4	87	CWP - addition of LCI Projects	Add TR 26 Buford Hwy at Mitchell Road Crossing	Timeframe for CWP: 2025; Cost Estimate: \$110,000
4	87	CWP - addition of LCI Projects	Add TR 27 Buford Hwy at Beaver Run Road Crossing	Timeframe for CWP: 2025; Cost Estimate: \$120,000
4	87	CWP - addition of LCI Projects	Add TR 28 Buford Highway at Summerour Street Crossing	Timeframe for CWP: 2024; Cost Estimate: \$20,000
4	87	CWP - addition of LCI Projects	Add TR 29 Gateway on Holcomb Bridge Road	Timeframe for CWP: 2028; Cost Estimate: \$20,000
4	87	CWP - addition of LCI Projects	Add TR 30 Gateway on Buford Hwy at Beaver Run Road	Timeframe for CWP: 2028; Cost Estimate: \$20,000
4	87	CWP - addition of LCI Projects	Add TR 31 N Norcross Tucker Rd and S Peachtree St Roundabout	Timeframe for CWP: 2027; Cost Estimate: \$770,000
4	87	CWP - addition of LCI Projects	Add TR 32 Thrasher Street Parking	Timeframe for CWP: 2027; Cost Estimate: \$180,000
4	87	CWP - addition of LCI Projects	Add TR 33 Shallows on Academy Street	Timeframe for CWP: 2025; Cost Estimate: \$10,000
4	87	CWP - addition of LCI Projects	Add TR 34 Shallows on Wings Street	Timeframe for CWP: 2025; Cost Estimate: \$40,000
4	87	CWP - addition of LCI Projects	Add TR 35 Shallows on Jones Street / Park Drive	Timeframe for CWP: 2025; Cost Estimate: \$20,000
4	87	CWP - addition of LCI Projects	Add TR 36 Shallows on Barn Street	Timeframe for CWP: 2025; Cost Estimate: \$20,000
4	87	CWP - addition of LCI Projects	Add TR 37 Shallows on N Peachtree Street	Timeframe for CWP: 2027; Cost Estimate: \$80,000
4	87	CWP - addition of LCI Projects	Add TR 38 Shallows on Thrasher Street	Timeframe for CWP: 2027; Cost Estimate: \$10,000
4	87	CWP - addition of LCI Projects	Add TR 39 Shallows on S Peachtree Street (Downtown)	Timeframe for CWP: 2027; Cost Estimate: \$20,000
4	87	CWP - addition of LCI Projects	Add TR 40 Shallows on S Peachtree Street (West of N Norcross Tucker)	Timeframe for CWP: 2027; Cost Estimate: \$50,000
4	87	CWP - addition of LCI Projects	Add TR 41 Shallows on S Cemetery Street	Timeframe for CWP: 2027; Cost Estimate: \$20,000
4	87	CWP - addition of LCI Projects	Add TR 42 Shallows on Britt Ave	Timeframe for CWP: 2027; Cost Estimate: \$20,000
4	87	CWP - addition of LCI Projects	Add TR 43 Shallows on College Street	Timeframe for CWP: 2027; Cost Estimate: \$20,000
4	87	CWP - addition of LCI Projects	Add TR 44 Shallows on Sunset Drive	Timeframe for CWP: 2027; Cost Estimate: \$20,000
4	87	CWP - addition of LCI Projects	Add TR 45 Lawrenceville Street Multilane Trail (West)	Timeframe for CWP: 2025; Cost Estimate: \$810,000
4	87	CWP - addition of LCI Projects	Add TR 46 Barton Street Sidewalk	Timeframe for CWP: 2025; Cost Estimate: \$420,000
4	87	CWP - addition of LCI Projects	Add TR 47 Aubrey St Safety Improvements	Timeframe for CWP: 2025; Cost Estimate: \$250,000
4	87	CWP - addition of LCI Projects	Add TR 48 Summerour Street Sidewalk	Timeframe for CWP: 2028; Cost Estimate: \$210,000
4	87	CWP - addition of LCI Projects	Add TR 49 Rakestraw Street Sidewalk	Timeframe for CWP: 2028; Cost Estimate: \$310,000
4	87	CWP - addition of LCI Projects	Add TR 50 Lawrenceville Street Multilane Trail (East)	Update Pricing in CWP (Item TR 16); Cost Estimate: \$650,000



Technical Addendum

- § Provides supporting material
- § Includes key information that informed plan development and that is required under State guidelines
 - Record of Accomplishments
 - Community Engagement Documentation
 - Environmental Planning Criteria



Action

- § Take public comment on the draft plan including changes listed in the December 4, 2023 Errata Sheet
- § A copy of the draft plan can be found at www.imagineourfuture.org
- § Tonight, staff is seeking your recommendation for transmittal of the draft Comprehensive Plan to ARC for review
- § Any recommended changes you offer will be recorded in an errata sheet and incorporated into the draft plan for City Council consideration
- § Following ARC and DCA review, any comments will be addressed before adoption
- § Adoption Public Hearings will be held by the end of February





NORCROSS

IMAGINE OUR FUTURE

THANK YOU!





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**

City of Norcross

Legislation Details (With Details)

File #:	23-6897	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/2/2024 6:30 PM	In Control:	Mayor and Council
Title:	Replacement Bucket Truck Purchase		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - 23 REPLACEMENT BUCKET](#)
2. [Quote](#)

Title
Replacement Bucket Truck Purchase

Drafter
Eric Johnson

Motion
A motion to Approve/Deny the purchase a Bucket Truck for the net cost of \$57,293.00, to be funded by the Electric Fund.



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

Agenda Report

To: Mayor and Council
From: Steve Gaines, Superintendent- Norcross Power
Meeting Date: January 2, 2024 – Mayor and Council
Item No.: 23- 6897
Title: Replacement Bucket Truck Purchase
CC: Eric Johnson

Recommendation: Authorize adding a capital equipment item to the City's FY 24 list of approved capital projects for the replacement of a Norcross Power ALTEC bucket truck totalled in March 2023; and authorize the purchase of a Ford 600 with Altec modifications by the Electric Fund for a purchase price of \$187,482.

Background: Norcross Power received a new ALTEC bucket truck in the first quarter of 2022 funded from budget year FY 21. Roughly one year later (Mid-March 2023), the truck was stuck by a car and sent into a ditch totalling the truck. The City operator was not at fault. The City has used a rental truck while waiting for the insurance claim to be settled. The Georgia Interlocal Risk Management Agency (GIRMA) has noticed the City of the settlement in the amount of \$130,189. ALTEC Industries has given Norcross Power the opportunity to purchase a near identical truck from their rental fleet (Global Rental). The replacement truck is new with full-warranty. Otherwise, ordering a new truck would mean waiting until 2027. The City expects an added reimbursement for costs associated with the rental truck the City has used.

Financial Impact: Cost of the new truck is \$187,482.00. Insurance settlement will be \$130,189.00, for a net cost to the Electric Fund of \$57,293.

Consistent with Comprehensive Plan?

Furtheres the City's Tradition of Strong Leadership and High Level of Quality Services

Next Steps: Purchase New Bucket Truck & collect insurance funds.

Attachments: Global Rental Pricing/ Insurance Proof of Loss Document.



Quote Number: 1023202302
 Opportunity Number:
 Sourcewell Contract #: 062320-ALT
 Date: 10/23/2023

Quoted for: City of Norcross GA
 Quoted by: Jim Kenan
 Phone: / Email: (205) 837-2440 / jim.kenan@altec.com

REFERENCE MODEL	Sourcewell Price
AT37-G 4x4, 2022	\$129,049

(A.) Sourcewell Options On Contract

1		
2		
3		

SOURCEWELL OPTIONS TOTAL: \$129,049

(A.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Unit to be Altec AT48M in lieu of AT37-G	\$42,377
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Chassis and unit body to be 2023 model year in lieu of 2022	\$12,916
		Chassis to be F600 in lieu of F550	\$2,000
8	OTHER		
9			
OPEN MARKET OPTIONS TOTAL:			\$57,293

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$186,342

Delivery to Customer: \$1,140

TOTAL FOR UNIT/BODY/CHASSIS: \$187,482

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		
2		
3		
4		

****Pricing valid for 45 days and may be subject to availability at time of order****

NOTES

** Denotes FET fees were paid when unit was new. Global is not FET exempt.

All items listed subject to availability, quote provided at time of request detailing options

Delivery is \$3.00 / mile

Alternate year models may be available in addition to the ones shown here, they will be discounted / priced appropriately to reflect this

Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)

PAINT COLOR: White to match chassis, unless otherwise specified

TO ORDER: To order, please contact the Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than _____ days ARO, FOB Customer Location

TERMS: Net 10 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

Sourcewell Global Quote Template 9-8-23

Attachment: Quote (23-6897 : Replacement Bucket Truck Purchase)

SWORN STATEMENT IN PROOF OF LOSS
CITY OF NORCROSS 010474-039305-AP-01

\$ _____
 AMOUNT OF POLICY AT TIME OF LOSS

GIRMA/2022-2023
 POLICY NUMBER

MAY 01, 2022
 DATE ISSUED

GIRMA
 AGENCY AT

MAY 01, 2023
 DATE EXPIRES

GMA
 AGENT

To the CITY OF NORCROSS
 of GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY
 At the time of loss, by the above-indicated policy of insurance, you insured CITY OF NORCROSS

against loss by MOTOR VEHICLE ACCIDENT
 to the property described under Section "A," according to the terms and conditions of said policy and all forms, endorsements, transfers and assignments attached hereto.

1. Time and Origin: A MVA loss occurred about the hour of 10:25 o'clock AM,
 on the 20th day of March 2023

The cause and origin of said loss was Insured Vehicle was traveling on the road when struck and both vehicles went into a ditch.

2. Occupancy: The building described or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: N/A

3. Title and interest: At the time of the loss the interest of your insured in the property described therein was CITY OF NORCROSS
2022 Ford F-550 VIN# 1FDUF5HT6NOA04447

No other person or persons had any interest therein or encumbrance thereon, except: _____

4. Changes: Since the said policy was issued, there has been no assignment thereof, or change of interest, use, occupancy, possession, location, or exposure of the property described, except: N/A

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, \$ _____ as more particularly specified in the apportionment attached under Schedule "C," besides where there was no policy or other contract of insurance, written or oral, valid or invalid.

6. The Actual Cash Value of said property at the time of the loss was \$ 130,189.00

7. The Whole Loss and Damage was \$ 130,189.00

8. Less Amount of Deductible/S.I.R. \$ GIRMA TO COLLECT

9. The Amount Claimed under the above-numbered policy is \$ 130,189.00

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of _____

County of _____

CITY OF NORCROSS Insured

Subscribed and sworn to before me this _____ day of _____ 20____

 Notary Public



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**

City of Norcross

Legislation Details (With Details)

File #:	23-6888	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/2/2024 6:30 PM	In Control:	Mayor and Council
Title:	Award of Human Resources Information System (HRIS)		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Award of Human Resources Information System \(HRIS\)](#)
2. [NeoGov Service Agreement](#)
3. [NeoGov Quote](#)

Title

Award of Human Resources Information System (HRIS)

Drafter

Camille Washington

Motion

A motion to Approve/Deny the award of a contract to NeoGov for the Human Resources Information System (HRIS) to improve the efficiency of the city's hiring, performance appraisal, training, and reporting processes.



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

Agenda Report

To: Mayor and Council

From: Camille Washington, Human Resources Manager

Meeting Date: January 2, 2024 - Mayor and Council

Item No.: 23-6888

Title: Award of Human Resources Information System (HRIS)

CC: Eric Johnson, City Manager

Recommendation

Approve the award of a contract to NeoGov for the Human Resources Information System (HRIS) to improve the efficiency of the city's hiring, performance appraisal, training, and reporting processes.

Background

The City Council authorized the issuance of a request for proposals on July 17, 2023. Three vendors responded: Neo Gov, HR Partners, and CBIZ Human Capital Management. A selection committee comprising Sergeant Merlin Fabian, IT Director Dr. James Trent, and Clerk of Court Maurice Shepherd reviewed and scored the proposals and selected Neo Gov as the highest-scoring vendor.

Consistent with Comprehensive Plan?

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

Financial Impact

Funding for the HRIS is in the FY24 budget. An estimated amount of \$74,000 was appropriated for this project. The cost of proposals will be \$30,176 in year one and \$35,752 in year two. The cost accounted for 25% of the points awarded in the selection process. The cost of this proposal is \$65,928.00 for a two-year option.

Next Steps

The Mayor and council's approval of the selected vendor and Human Resources will work with the vendor to begin the implementation process.

Attachments

NeoGov Service Agreement
NeoGov Quote



SERVICES AGREEMENT

V071423

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
 - a) **Subscription Grant.** “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. **Customer Responsibilities.** Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make

available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. “Professional Services” shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services may include training, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. Payment Terms.
 - a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) as set forth in an Order Form within thirty (30) days of the date of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated “Bill To” party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
 - b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV’s net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV’s request therefor.
 - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer’s convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV’s failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.

- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
 - c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
 - d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
 - e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual

data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. Data Processing and Privacy.
 - a) Customer Data. “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
 - b) Platform Data. “Platform Data” shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
 - c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the “EU”) or the United Kingdom (“UK”), or has Authorized Users accessing the Services from the EU or UK, the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless

otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

- e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.
- a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
 - c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the

extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.
- e) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
- i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
18. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
19. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
20. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
21. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.
22. General.
 - a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

- b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
- c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
- d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.
- e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.
6. **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term “subcontractors” shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any



access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Exhibit A Order Form

NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
 2120 Park Pl, Suite 100
 El Segundo, CA 90245
 United States
 billing@neogov.com
 Sales Rep: Addi Eisenfeld

Norcross, City of (GA)
 65 Lawrenceville Street
 Norcross, GA 30071
 USA

Quote Valid From: 10/25/2023
 Quote Valid To: 12/29/2023

Quote Number: Q-09010
 PaymentTerms: Annual,Net 30
 Subscription Term in Months: 24

Employee Count: 128
 Order Summary

Year 1

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING			\$3,030.00
Insight Setup	ONE-TIME			\$2,400.00
Onboard Subscription	RECURRING			\$2,651.00
Onboard Setup	ONE-TIME			\$1,800.00
Perform Subscription	RECURRING			\$4,545.00
Perform Setup	ONE-TIME			\$2,400.00
Governmentjobs.com Subscription	RECURRING			\$1,000.50
New Hire Export (IN+ON Data) Subscription	RECURRING			\$604.00
New Hire Export (IN+ON) Setup	ONE-TIME			\$3,300.00
Candidate Text Messaging Subscription	RECURRING			\$288.50
Learn Subscription	RECURRING			\$5,757.00
Learn Setup	ONE-TIME			\$2,400.00
Year 1 TOTAL:				\$30,176.00

Attachment: NeoGov Quote (23-6888 : Award of Human Resources Information System (HRIS))

Year 2

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING			\$6,060.00
Onboard Subscription	RECURRING			\$5,302.00
Perform Subscription	RECURRING			\$9,090.00
Governmentjobs.com Subscription	RECURRING			\$2,001.00
New Hire Export (IN+ON Data) Subscription	RECURRING			\$1,208.00
Candidate Text Messaging Subscription	RECURRING			\$577.00
Learn Subscription	RECURRING			\$11,514.00
Year 2 TOTAL:				\$35,752.00

ORDER TOTAL (USD) : **\$65,928.00**

Attachment: NeoGov Quote (23-6888 : Award of Human Resources Information System (HRIS))

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

1. Initial Term: 24 Months

**"Norcross, City of
(GA)"**

Signature:

Print Name:

Date:

Attachment: NeoGov Quote (23-6888 : Award of Human Resources Information System (HRIS))



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**

City of Norcross

Legislation Details (With Details)

File #:	23-6890	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/2/2024 6:30 PM	In Control:	Mayor and Council
Title:	Appointment of Retained Professionals - Judges and Solicitors		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Appointment of Retained Professionals Judges and Solicitors](#)

Title

Appointment of Retained Professionals - Judges and Solicitors

Motion

A motion to Approve/Deny the reappointment of the following Retained Professionals for FY24:

Chief Judge- Kenneth Wickham

Associate Judges- Erica Dove, Ethan Pham, E. R. Lanier, and Bill Brogdon

City Solicitor- Karen West

Assistant Solicitors- Bridget Scanlin, Rachael Groffsky, Kelsey Wiley and Gary Vey



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

Agenda Report

To: Mayor and Council

From: Maurice Shepherd, Court Administrator/Chief Clerk of Court

Meeting Date: January 2, 2024 – Mayor and Council

Item No.: 23-6890

Title: Appointment of Retained Professionals – Judges and Solicitors

CC: Eric Johnson, City Manager

Recommendation

To approve the Retained Professionals list for the year 2024.

Background

Pursuant to the requirements of the City Charter, the following positions are required to be filled by appointment by the Mayor and Council for the years 2024.

Chief Judge- Kenneth Wickham

Associate Judges- Erica Dove, Ethan Pham, E. R. Lanier, and Bill Brogdon

City Solicitor- Karen West

Assistant Solicitors- Bridget Scanlin, Rachael Groffsky, Kelsey Wiley and Gary Vey

Financial Impact

Funds have already been approved and budgeted for the year 2023-2024.

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

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

Next Steps – NA

Attachments – NA

Update – NA



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**

City of Norcross

Legislation Details (With Details)

File #:	24-6905	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/2/2024 6:30 PM	In Control:	Mayor and Council
Title:	City Manager Annual Review Compensation 2023-2024		

Sponsors:

Code Sections:

Title
City Manager Annual Review Compensation 2023-2024

Drafter
Craig Newton

Motion
A motion to Approve/Deny a 7% Increase for City Manager Eric Johnson based on the performance review conducted by Mayor and Council on December 18, 2023.



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**

City of Norcross

Legislation Details (With Details)

File #:	23-6889	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	1/2/2024 6:30 PM	In Control:	Mayor and Council
Title:	Appointment of Mayor Pro Tem for 2024		

Sponsors:

Code Sections:

Title
Appointment of Mayor Pro Tem for 2024

Motion
A motion to Approve the election of the following Councilmember to serve as Mayor Pro Tempore for year 2024.