

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Minutes

Monday, February 6, 2023

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 Dr. Arlene Beckles

A. Call to Order by Mayor Craig Newton**B. Roll Call (recorded)**

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

The Regular Meeting was called to order at 6:32 PM by Mayor Craig Newton

C. Invocation**D. Pledge of Allegiance to the Flag of the United States of America****E. Presentation of previous meetings minutes for acceptance****23-6659: Approval of Previous Meeting Minutes****Motion**

A motion to Approve the January 3rd Regular Council Meeting Minutes and the January 17th Policy Work Session and Executive Session Meeting Minutes.

Mayor and Council - Regular Meeting - Jan 3, 2023, 6:30 PM

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

Policy Work Session - Policy Work Session - Jan 17, 2023, 6:30 PM

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

F. Acceptance of Meeting Agenda as Presented for the Scheduled Meeting**1. 23-6658: Acceptance of the Agenda**

The following items were moved to discussion:

23-6647: Solid Waste RFP Discussion

23-6650: Employee Hiring and Retention

23-6666: Resolution for a Moratorium on the Issuance of Permits, Licenses, and Certifications for Event Halls

23-6640: Valley-Cochran Pedestrian Connection

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**a. 23-6660: 2023 Arbor Day Proclamation**

RESULT:	ACKNOWLEDGED BY MAYOR NEWTON
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b. 23-6661: Proclamation Recognizing Barbara Kohlhausen

RESULT:	ACKNOWLEDGED BY MAYOR NEWTON
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c. 23-6662: Proclamation Recognizing Susan Bell

RESULT:	THIS MATTER WAS REFERRED TO
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Next: 3/6/2023 6:30 PM

TO:	Mayor and Council
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d. 23-6663: Proclamation Recognizing Linda DeMaris

RESULT:	THIS MATTER WAS REFERRED TO
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Next: 3/6/2023 6:30 PM

TO:	Mayor and Council
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H. Floor Open to Citizens Desiring to Address the Governing Authority**a. Comments by Citizens****Ruthy Lachman Paul**

Mrs. Paul spoke about Tu BiShvat, an environmental holiday in Israel when trees are planted, similar to the US Arbor Day observance. She also apologized to the Council for her behavior at the recent Townhall meeting. She also suggested that the city recognize the first Black African American Board Chair - Dr. Tarece Johnson in celebration of Black History Month.

Mike McGinnis

Mr. McGinnis commented about Council members illegally conducting city business at a local brewery. He also questioned recent decisions made by the City Manager relative to the senior citizen exemptions, decreased employee benefits, higher costs for employee benefits, high employee turnover, and a non-publicized significant City Manager salary increase.

Faye McFarland

Mrs. McFarland commented about cars parked on the lawn at multiple residences. She also mentioned that she is receiving lien hold notices for her deceased son. She asked the city to make the necessary corrections.

Mel Threst

Ms. Threst states that code enforcement could be better in her subdivision. She asked that the city enforce the laws they adopted.

Mike McGinnis

Mr. Ginnis made additional comments enforcing laws adopted by the Council.

b. Comments by Council**c. Comments by City Manager**

- * Bridge at Valley and Cochran
- * Moratorium on New Business Licenses for Event Halls

PH. Public Hearings**J. Reports of the Mayor and Councilmembers****a. General Announcements****FEBRUARY CALENDAR OF EVENTS****Galentine's Girls Night**

Friday, February 10 | 5:00 - 8:00 p.m. | Downtown Norcross

Valentine's Business Specials

Friday, February 10 - Tuesday, February 14 | Downtown Norcross

Valentine's Father-Daughter Dance

Friday, February 10 | 6:30 - 8:30 p.m. | Cultural Arts & Community Center

Valentine's Night to Remember

Saturday, February 11 | 6:30 - 8:30 p.m. | Downtown Norcross

Movie Monday: Marry Me

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

Coffee With Council

Saturday, February 18 | 8:00 a.m. | 45 South Cafe

Policy Work Session

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

Georgia Arbor Day Celebration

Friday, February 24 | 10:00 a.m. | City Hall Pollinator Garden

Movie Monday: Here Today

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

First Friday Concert: The Rainmen

Friday, March 3 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

Coming Up in March:

March 11 | Planting for Pollinator's Workshop

March 13 | Movie Monday: Mrs. Harris Goes to Paris

March 18 | Irish Fest

March 24 | Historic Trolley Tour

March 27 | Movie Monday: Uncharted

K. Board Appointments**A. 23-6664: Board Appointment - Discovery Garden Park Board**

Motion

A motion to Approve the reappointment of the following applicants and terms as presented:

Discovery Garden Park Board

John Herron 6/1/2025

Rodger Harris 6/1/2025

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

B. 23-6665: Board Appointment - Sustainable Norcross Commission

Motion

A motion to Approve the reappointment/appointment of the following applicants and terms as presented:

Sustainable Norcross Commission

Bob Evelyn 12/1/2024

Jiann Ming – Su 12/1/2024

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

L. Consent Agenda

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

1. 23-6641: Funding for Champion Elm Tree Portrait

Motion

A motion to Approve funding in the amount up to \$1,000 to come from Contingency for a drawing/painting of the Champion Elm tree.

2. 23-6643: IGA with Visitors Bureau

Motion

A motion to Approve an updated intergovernmental agreement with the Gwinnett Convention and Visitors' Bureau (GCVB) to serve as the city's "destination marketing organization (DMO)".

3. 23-6644: Update to Ordinance Governing Distribution of Hotel/Motel Taxes

Motion

A motion to Approve an amendment to the Code of Ordinances of Norcross by updating Section

16-296 entitled "Imposition and Rate of Tax", with 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 numbered to accomplish that intention

4. **23-6645: Funding for Spring 2023 GICH Retreat**

Motion

A motion to Approve the allocation of funds for up to two community volunteers from the City of Norcross' Georgia Initiative for Community Housing Team (GICH) to attend the Spring 2023 GICH Retreat with funding to come from the Community Development Board Training Expenses budget.

5. **23-6649: New Partnership Structure for Gas South-Norcross Affinity Program**

Motion

A motion to approve adopting a memorandum of agreement for establishing the Gas South-Norcross Affinity Program to take effect on April 1, 2023, following the termination of the Natural Gas Retail Service Alliance Agreement effective through March 31, 2023.

M. Items for Discussion

1. **23-6647: Solid Waste RFP Discussion**

Motion

A motion to Approve staff proceeding with a Request for Proposal for city-wide residential and Commercial Solid Waste, Recycling, Yard Waste, and Bulk items collection and Disposal Services.

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

2. **23-6650: Employee Hiring and Retention**

Motion

A motion to (1) Approve changes to the Employee Handbook related to promotions and new hires, providing for discretionary pay increases of up to 5% or a fixed dollar amount not to exceed 5% at the conclusion of the promoted or new hire's probationary period, and at one year after completing probation. (2) Approve a change to the Employee Handbook to change eligibility for merit increases to new employees with three months' service.

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

3. **23-6666: Resolution for a Moratorium on the Issuance of Permits, Licenses, and Certifications for Event Halls, Commercial Party or Gathering Venues**

Motion

A motion to Adopt a resolution establishing a moratorium on the acceptance of new applications for special use approval, permitted new use approval, or permits for building, land disturbance, site plan, and design review, and business licenses and alcohol sale licenses for event halls, commercial party or gathering venues.

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

4. **23-6640: Valley—Cochran Pedestrian Connection**

Motion

A motion to Approve the real estate acquisition and to authorize the Mayor to execute the contracts on behalf of the City.

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

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

A motion to adjourn was made by Councilmember Dr. Arlene, seconded by Councilmember Myers. The meeting was closed at 8:14 PM.

O. **Signed by**_____ **Mayor Craig Newton**

P. **Attest:**_____ **Monique Philip, City Clerk**

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Tuesday, January 3, 2023

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 Dr. Arlene Beckles

Minutes Acceptance: Minutes of Jan 3, 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	Present	
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 6:33 PM by Mayor Craig Newton

- E. Presentation of previous meetings minutes for acceptance
- 23-6638: Approval of Previous Meeting Minutes**

Motion

A motion to Approve the December 5th Regular Council Meeting Minutes and the December 19th Policy Work Session and Executive Session.

Mayor and Council - Regular Meeting - Dec 5, 2022 6:30 PM

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

Policy Work Session - Policy Work Session - Dec 19, 2022 6:30 PM

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

- F. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies
- 23-6635: Appointment of Mayor Pro Tempore for 2023**

Motion

A motion to Approve Councilmember Bruce Gaynor as Mayor Pro Tempore for 2023.

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

Minutes Acceptance: Minutes of Jan 3, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

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

a. Comments by Citizens

- Jim Eyre - Comments pertaining to Public Hearing Item 22-6620 with a suggestion to table items to allow time for staff to further massage certain language in the ordinance.
- Kathleen Allen - Comments pertaining to "Coin Operated Amusement Machines" located at 113 S Peachtree St, Norcross
- Peter Hasson - Comments regarding Police Department complaint

b. Comments by Council

c. Comments by City Manager

- Staff Appreciation
- IGA Joint Funding Projects - Reimbursements from the County

PH. Public Hearings

PH. 22-6620: TEXT2022-004 Consideration of Changes to Chapter 200, Article III, Parking and Loading, Section 203

Motion

A motion to Approve the attached changes to Chapter 200, Article III, Parking and Loading, Section 203, omitting section 203.3, 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 numbered to accomplish that intention.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Councilmember
SECONDER:	Bruce Gaynor, Mayor Pro Tem
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

I. Reports of the Mayor and Councilmembers

A. General Announcements

JANUARY 2023 CALENDAR OF EVENTS

First Friday Concert: Grains of Sand

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

Movie Monday: Top Gun Maverick

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

City Closed for Martin Luther King Jr. Day Observance

Monday, January 16 | Sanitation & Recycling Services will not be affected.

Coffee With Council

Saturday, January 14 | 8:00 a.m. | 45 South Café

Policy Work Session

Tuesday, January 17 | 6:30 p.m. | City Hall 2nd Floor Conference Room

Movie Monday: Under the Stadium Lights

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

First Friday Concert: Myles Brown Band

Friday, February 3 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

Norcross City Cemetery Tour

Sunday, February 5 | 2:00 p.m. | Norcross City Cemetery

Coming Up in February:

Feb 10 | Valentine's Father/Daughter Dance

Feb 11 | Valentine's Night to Remember

Feb 13 | Movie Monday: Marry Me

Feb 27 | Movie Monday: Here Today

J. Board Appointments

23-6636: Board Appointment - Zoning Board of Appeals

Motion

A motion to Approve the appointment of the following board members and terms as presented:

Zoning Board of Appeals

David Grayson - June 1, 2026

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

22-6637 : Board Appointment - LCI/Comp Plan Steering Committee

Motion

A motion to Approve the appointment of the following board members and terms as presented:

LCI/Comp Plan Steering Committee:

[12/11/22 Updated Recommendation Steering Committee Appointees](#)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arlene Beckles, Councilmember
SECONDER:	Bruce Gaynor, Mayor Pro Tem
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

K. Set agenda as presented for scheduled meeting.

23-6639: Acceptance of the Agenda

Motion

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

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

L. Approval of Consent Agenda

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

1. 22-6631: Norcross Historic Cemetery

Motion

A motion to Approve staff to proceed with the application for registration of the Historic Norcross Cemetery as a Georgia Historic Landmark.

2. 22-6625: Fixing and Publishing of Qualification Fees

Motion

A motion to fix and publish the qualification fees for the 2023 Election cycle as presented.

3. 22-6629: 2023 Mayor and Council Meeting Calendar Review

Motion

A motion to Approve the 2023 Mayor and Council Meeting Calendar and postpone the July 3, 2023, Council Meeting to Monday, July 10, 2023, in observance of the Red, White, and Boom celebration.

4. 22-6634: Georgia Department of Natural Resource EPD RWD Grant Contract Execution

Motion

A motion to authorize the Mayor to execute the attached agreement, following legal review, with the Georgia Department of Natural Resources for their waste diversion grant so that Norcross can hold a household hazardous waste event in 2023.

M. Items for Discussion**1. 22-6630: Lighting Services**

Motion

A motion to Approve staff to proceed with a Request for Proposals for city wide Lighting and Decorations Installations and Maintenance services.

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

2. 22-6633: Stevens Road Contracts for Real Estate Acquisitions

Motion

A motion to Approve land acquisition on Stevens Road.

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

N. Adjourn in memory of

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

The meeting was adjourned at 7:42 PM with a motion by Councilmember Bare, seconded by Councilmember Beckles.

P. Signed by _____ Mayor Craig Newton

Q. Attest: _____ Monique Lang, City Clerk

Minutes Acceptance: Minutes of Jan 3, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

12/11/22 Updated Recommendation Steering Committee Appointees

Board Members

Mayor and Council TBD

Kathleen Allen	NDA
Marshall Cheek	P&Z Board
Bob Evelyn	SNC
Bob Grossman	NPAC
Lauren Summers	DDA

Downtown/West Norcross

Residents

Sandy Bui
Layla Gunn
JT Wu

Business/Organizations

Ralph White – 45 South Cafe
Kevin Hill –Crowne Plaza

East Norcross

Residents

Tameka Black
Tanya Gilmer
Troy Newland

Business/Organization

Maria Okpeh—Nia Soule Salon
Ryan Jones—Neighborhood Cooperative Ministries

LCI Steering Commitee Recommended Volunteers (New)



Map created by the City of Norcross Community Development and Planing Department

Legend

- 1- Atlantic/Peachtree Industrial Blvd
- 2- Medlock/Peachtree Industrial Blvd
- 3- Pinckneyville
- 4- North Peachtree St Neighborhoods
- 5- Hopewell Woods
- 6- Buford Hwy/Jimmy Carter Blvd Activity Center
- 7- Town Center
- 8- Langford Rd Industrial Center
- 9- Summerour
- 10- South Cemetery St
- 11- Jimmy Carter/N Norcross Tucker Activity Center
- 12- South Norcross Neighborhoods
- 13- I-85 Activity Center
- Recommended Volunteers (New)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Tuesday, January 17, 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 Jan 17, 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 6:33 PM by Mayor Craig Newton

B. Citizen Input

*Mike McGinnis – Comments regarding SC meeting

*Jim Eyre – Comments regarding the parking study item.

C. Board Updates

Downtown Development Authority - Jim Eyre

D. General Updates

Community Market - Tracy

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

Mayor and Council will consider appointments to the following board, authority or commission:

Discovery Garden Park Board

Sustainable Norcross Commission

G. City Manager's Report

*Comments regarding network outage

*Comments regarding Town Hall

H. Items for Discussion**1. 23-6641: Funding for Champion Elm Tree Portrait**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

2. 23-6642: 2023 Events Calendar

RESULT:	DISCUSSED
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3. 23-6644: Update to Ordinance Governing Distribution of Hotel/Motel Taxes

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

Minutes Acceptance: Minutes of Jan 17, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

4. **23-6643: IGA with Visitors Bureau**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

5. **23-6645: Funding for Spring 2023 GICH Retreat**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

6. **23-6646: Parking Study Update**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 3/20/2023 6:30 PM
TO:	Policy Work Session

7. **23-6647: Solid Waste RFP Discussion**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

8. **23-6648: North Peachtree Street Fence Replacement**

RESULT:	THIS MATTER WAS REFERRED TO STAFF
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9. **23-6649: New Partnership Structure for Gas South-Norcross Affinity Program**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

10. **23-6650: Employee Hiring and Retention**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/6/2023 6:30 PM
TO:	Mayor and Council

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

The meeting adjourned at 9:58PM with a motion by Councilmember Dr. Beckles, seconded by Councilmember Bare.

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

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

PROCLAMATION

- WHEREAS,** the first Arbor Day was celebrated on April 10, 1872 in the state of Nebraska with the planting of more than one million trees; and
- WHEREAS,** the first Georgia Arbor Day was proclaimed by the Georgia General Assembly in 1890; and in 1941, the Georgia General Assembly set the third Friday in February as the state arbor day; and
- WHEREAS,** trees improve water quality and quantity, reduce erosion of precious topsoil, increase property values and economic vitality in business areas, provide shade, cleanse the air, create habitat for wildlife, and add beauty to communities; and
- WHEREAS,** trees promote outdoor recreation which improves human, physical, and mental health and well-being, create healthier environments for children to live, study, play and encourage social interaction in a peaceful atmosphere; and
- WHEREAS,** the City of Norcross is celebrating its nineteenth year as being recognized as a Tree City USA by the National Arbor Day Foundation, and desires to continue effective management of its public tree resources, and
- WHEREAS,** community partners, school children, families and friends will be joined together as the City of Norcross wishes to celebrate Arbor Day with a tree planting ceremony at the City Hall Pollinator Garden,

NOW, THEREFORE, the Mayor and Council of the City of Norcross, do hereby proclaim February 24, 2023 as Arbor Day in the City of Norcross, and do urge all citizens to support efforts to protect our trees and woodlands and to support our city's urban forestry program, and

FURTHER, urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

DATED this 6th day of February, 2023.

Craig Newton, Mayor

Attest: Monique Philip, City Clerk

Proclamation

City of Norcross, Georgia
Recognition and Celebration of Dedicated Service

Barbara Kohlhausen

- Whereas:** The mission of the Discovery Garden Park Board (DGP) is to inspire lifelong curiosity, understanding and appreciation of nature through organic gardening, education, and demonstration and to provide a place of beauty for Norcross residents and visitors; and
- Whereas:** The Discovery Garden Park is a place where all ages get the chance to play, learn, and discover the natural world around us in a unique and interesting community space that's helping build a greener, healthier, and more sustainable Norcross; and
- Whereas:** Barbara Kohlhausen has improved the Norcross Community by serving faithfully and conscientiously on the Discovery Garden Park Board, Norcross Garden Club, and Norcross Community Market, contributing to the enrichment of the community through the discovery, enjoyment, and celebration of the world as it sustains us; and
- Whereas:** Barbara Kohlhausen has served on the DGP Board since 2018 serving as an advisory board member, co-chair, and chair, during which period of time numerous projects were initiated through her leadership which will continue to have a growing impact on the City of Norcross; and
- Whereas:** Barbara Kohlhausen has been a powerful influence for good in the growth and progress of our community and will always be remembered for her commitment, dedication, value, and impact on the Discovery Garden Park Board.

Now, Therefore, on behalf of the Norcross City Council, I, Mayor Craig Newton, do hereby recognize Barbara Kohlhausen for her valuable service, dedication, and many contributions to the progress of the community and the citizens of the City of Norcross.

Craig Newton, Mayor

Attest: Monique Philip, City Clerk

Proclamation

City of Norcross, Georgia
Recognition and Celebration of *Dedicated Service*

- WHEREAS:** change is constant and affects all cities. Sustainability planning and plans can help manage this change in a way that provides better choices for how people work and live; and
- WHEREAS:** sustainability planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future for their community and the full benefits of planning require public officials and citizens who understand, support, and demand excellence in sustainability planning and plan implementation; and
- WHEREAS:** Susan Bell has improved the Norcross Community by contributing to the Sustainable Norcross Commission as a member, being instrumental in the Pedal Norcross event, Neighborhood Recycling event as well as the Norcross Community Market and greatly contributing to the Norcross recertification as an Atlanta Regional Commission Platinum Certified Green Community in 2022; and
- WHEREAS:** Susan Bell has faithfully and conscientiously served the city of Norcross and its citizens and during which period of time numerous projects were initiated through her leadership which will continue to have a growing sustainability impact on the city of Norcross; and
- WHEREAS:** Susan Bell has been a powerful influence for good in the growth and progress of our community; and
- WHEREAS:** her performance of the duties and responsibilities as a member of this community has been characterized by excellent and constructive contributions to our entire community; and
- WHEREAS:** as our community looks back over its many years of being, a few individuals stand out for their caring, their contribution, and their vision, which have made the City of Norcross such a fine place to live;

NOW, THEREFORE, I Craig Newton, commend Susan Bell for her valuable service, her dedication, and many contributions to the progress of the community and to the citizens of the City of Norcross, and extend our personal thanks and those of the City Council and all our citizens for her dedicated and faithful service.

Mayor Craig Newton

Attest: Monique Philip, City Clerk

Attachment: Susan Bell Proclamation - SNC (23-6662 : Proclamation Recognizing Susan Bell)

Proclamation

City of Norcross, Georgia
Recognition and Celebration of *Dedicated Service*

- WHEREAS:** change is constant and affects all cities. Sustainability planning and plans can help manage this change in a way that provides better choices for how people work and live; and
- WHEREAS:** sustainability planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future for their community and the full benefits of planning require public officials and citizens who understand, support, and demand excellence in sustainability planning and plan implementation; and
- WHEREAS:** Linda DeMaris has improved the Norcross Community by contributing to the Sustainable Norcross Commission as a member and Vice Chair, being instrumental in the Feet on the Street recycling campaign as well as the Norcross Community Market and greatly contributing to the Norcross recertification as an Atlanta Regional Commission Platinum Certified Green Community in 2022; and
- WHEREAS:** Linda DeMaris has faithfully and conscientiously served the city of Norcross and its citizens and during which period of time numerous projects were initiated through her leadership which will continue to have a growing sustainability impact on the city of Norcross; and
- WHEREAS:** Linda DeMaris has been a powerful influence for good in the growth and progress of our community; and
- WHEREAS:** her performance of the duties and responsibilities as a member of this community has been characterized by excellent and constructive contributions to our entire community; and
- WHEREAS:** as our community looks back over its many years of being, a few individuals stand out for their caring, their contribution, and their vision, which have made the City of Norcross such a fine place to live;

NOW, THEREFORE, I Craig Newton, commend Linda DeMaris for her valuable service, her dedication, and many contributions to the progress of the community and to the citizens of the City of Norcross, and extend our personal thanks and those of the City Council and all our citizens for her dedicated and faithful service.

Mayor Craig Newton

Attest: Monique Philip, City Clerk

Attachment: Linda DeMaris Proclamation - SNC (23-6663 : Proclamation Recognizing Linda DeMaris)



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: Eric Johnson, City Manager

Meeting Date: February 6, 2023, City Council Meeting

Item No.: 23- 6666

Title: Resolution for a moratorium on the issuance of permits, licenses, and certifications for event halls, commercial party or gathering venues

CC:

Recommendation – Adopt a resolution establishing a moratorium on the acceptance of new applications for special use approval, permitted new use approval, or permits for building, land disturbance, site plan, and design review, and business licenses and alcohol sale license for event halls, commercial party or gathering venues.

Background – The City of Norcross has experienced significant issues related to the illegal sale of alcohol, parking, noise, hours of operation, and other impacts upon commercial and residential properties surrounding event halls or other private or public gathering venues; and significant increases in violent crime and other illegal and/or criminal activity surrounding the operations of certain event halls and commercial gathering venues.

The City regulates through its ordinances businesses and uses with potential negative externalities through a variety of measures, including but not limited to, minimum distance requirements, exclusions from certain zoning districts, the maintenance of certain building standards, the review of applicants for alcohol licenses. and heightened scrutiny of land use proposals.

This moratorium will allow sufficient time for the City to review related issues and prepare ordinance changes, as necessary, to address the issues.

Consistent with Comprehensive Plan? Yes, consistent with Goal 6: Further the City's Tradition of Strong Leadership and High Level of Quality Services.

Next Steps – Review pertinent ordinances and schedule a presentation of recommended changes.

Attachments – Resolution establishing a moratorium related to event halls, commercial party or gathering venues.

Update – NA.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORCROSS, GEORGIA FOR A MORATORIUM ON THE ACCEPTANCE OF NEW APPLICATIONS FOR SPECIAL USE APPROVAL, PERMITTED NEW USE APPROVAL, OR PERMITS FOR BUILDING, LAND DISTURBANCE, SITE PLAN, AND DESIGN REVIEW, AND BUSINESS LICENSES AND ALCOHOL SALE LICENSE FOR EVENT HALLS, COMMERCIAL PARTY OR GATHERING VENUES,

The Mayor and City Council of the City of Norcross, Georgia, have considered and hereby adopt the following as a Resolution:

WHEREAS, City of Norcross has experienced a significant increase in the number of commercial establishments operating as event halls or other private gathering venues; and

WHEREAS, the City of Norcross has experienced significant issues related to the illegal sale of alcohol, parking, noise, hours of operation, and other impacts upon surrounding commercial and residential properties surrounding event halls or other private or public gathering venues; and

WHEREAS, the City of Norcross has experienced significant increases in violent crime and other illegal and/or criminal activity surrounding the operations of certain event halls and commercial gathering venues; and

WHEREAS, the Mayor and Council of the City of Norcross regulates through its ordinances businesses and uses with potential negative externalities through a variety of measures, including but not limited to, minimum distance requirements, exclusions from certain zoning districts, the maintenance of certain building standards, the review of applicants for alcohol licenses. and heightened scrutiny of land use proposals; and

WHEREAS, the Mayor and Council of the City of Norcross have determined that a review of its ordinances pertaining to the use of commercial establishments operating event halls or other public or private gathering venues is appropriate to ensure that the City of Norcross's ordinances and policies protect the health, safety, and welfare of its citizens and businesses from any potential or existing impacts and externalities related to event halls and/or commercial party or gathering venues; and

WHEREAS, the Mayor and Council have determined that there should be a moratorium declared on the issuance of such permits, licenses, and certifications as set forth below; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORCROSS, GEORGIA, this Resolution and the findings and restrictions contained herein become effective immediately upon its lawful adoption and execution by the Mayor for the City of Norcross, Georgia (hereinafter, the "Effective Date");

BE IT FURTHER RESOLVED that this Temporary Moratorium and the restrictions and regulations provided herein shall apply to any and all businesses that provide venues for events or public or private gatherings (referred hereinafter as "Event Halls");

BE IT FURTHER RESOLVED that neither the City of Norcross nor any of its departments or staff shall accept, process or review new applications for new Applications for Business Licenses, Alcohol Sales Licenses, or for Special Land Use Approval, Permitted New Use Approval, or Building, Land Disturbance, Site Plan and Design Review, or other Permits and Licenses for Event Halls from the Effective Date until the Expiration Date set forth below;

BE IT FURTHER RESOLVED that this Temporary Moratorium shall remain in force and effect and preclude the City of Norcross staff from issuing of any newly filed Business Licenses, Permitted New Use Approval, or Building, Land Disturbance, Site Plan and Design Review or any other Permits and Licenses for Event Halls but shall not preclude the issuance of license renewals;

BE IT FURTHER RESOLVED that the moratorium shall expire within the earlier of six (6) months or the adoption of an ordinance amendment that addresses the concerns raised herein (the “Expiration Date”) and be of no further force and effect, unless shortened or extended by an official action of the Mayor and City Council for the City of Norcross;

BE IT FURTHER RESOLVED, that the provisions of this Resolution are severable, and should any section subsection, recital, resolution, or any portion of this Moratorium be held by a court of competent jurisdiction to be the unconstitutional or invalid, the remainder of the Moratorium shall not be affected.

IN WITNESS HEREOF, I have hereunto set my hand and caused this seal to be affixed,

This the ____ day of _____ 2023.

Craig Newton, Mayor

Attest: Monique Lang, City Clerk



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 LANG**

Agenda Report

To: Mayor and Council

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

Meeting Date: February 6, 2023 – Regular Council Meeting

Item No.: 23- 6640

Title: Valley—Cochran Pedestrian Connection

CC: Eric Johnson, City Manager

Recommendation

Approve the acquisition of 2 parcels of real estate and authorize the Mayor to execute the attached Sales agreement.

Background

This agenda item involves the acquisition of real estate to connect Valley Road and Cochran Drive via a pedestrian bridge.

Financial Impact

Funds have been previously allocated for the project.

Consistent with Comprehensive Plan?

Yes. This advances goals 1 and 2 by increasing walkability and a sense of place.

Attachments

Agreement For The Purchase And Sale Of Real Estate - 341 Valley Road Agreement For The

Purchase And Sale Of Real Estate - 375 Cochran Drive

Site Plan Valley Connection

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

This Agreement for the Purchase and Sale of Real Estate (the "Agreement") is entered into as of the later of the date of Purchaser's execution hereof (the "Effective Date"), by and between THE CITY OF NORCROSS (the "Purchaser") and ALEXANDER BRUCE (collectively, if more than one, the "Seller").

RECITALS:

WHEREAS, Seller is the owner of certain real property located in Gwinnett County, known commonly as 341 Valley Road, Norcross, Georgia, (Parcel ID # R6254 115);

WHEREAS the City desires to purchase a portion of real estate the same being approximately 776 sq. feet, which is more particularly described in the attached Exhibit A (herein after the "Property"); and

WHEREAS, Purchaser desires to buy from Seller and Seller desires to convey to Purchaser the Property.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. BASIC TERMS of TRANSACTION.

1. **Purchase Price.** Purchaser agrees to pay to Seller: \$5,200.00 (the "Purchase Price").
2. **Closing Costs.** All closing costs shall be borne by the Purchaser.
3. **Closing and Possession.**
 - a. **Closing Date:** The purchase and sale of the Property shall be conducted upon the agreement of the Parties within thirty (30) days of the Execution Date, provided, however, that the closing shall occur on a weekday during regular business hours (herein, the "Closing Date").
4. **No Broker.** Purchaser and Seller each hereby represent to the other that they have had no dealings with any other brokers, agents or other intermediaries in connection with the transaction contemplated by this Agreement that would result in an obligation to pay a brokerage commission, finder's fee or similar fee. Seller and Purchaser shall indemnify and hold each other harmless from and against, all real estate brokerage commissions payable with respect to this transaction resulting from the indemnifying party's actions.
5. **Due Diligence.** Purchaser shall have twenty-one (21) days following the Effective Date upon which to conduct due diligence for any and all of Purchaser's purposes, goals, and intentions. In the event that Purchaser, in Purchaser's sole and absolute discretion, determines that the Property is unacceptable for its purposes, then Purchaser may terminate this Agreement by giving written notice of such termination to Seller prior to the expiration of the Due Diligence period set forth herein.
6. **Closing.** The closing shall occur at the law offices of Thompson, O'Brien, Kappler & Nasuti, P.C. (the "Closing Agent").
7. **Inspection of Property and Due Diligence.**

- a. **Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 21 days from the Effective Date.
 - b. **Right to Inspect Property:** Purchaser and/or Purchaser's representatives shall have the right to enter the Property at Purchaser's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Seller shall cause all utilities, systems and equipment to be on so that Purchaser may complete all inspections. Purchaser agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights.
 - c. **Warranties Transfer:** Seller agrees to transfer to Purchaser, at closing, subject to Purchaser's acceptance thereof (and at Purchaser's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Purchaser.
8. **Design Contingency and Warranties.** The City hereby agrees to the following covenants and warranties concerning the Property and the City's subsequent use of the Property:
- a. **Minimal Impact on Existing Trees and Flora.** The City's construction and design will be made so as to minimize the impact of the surrounding trees and flora.
 - b. **Conformance with Exhibit B.** The construction shall be in general conformance with Exhibit B attached hereto.
 - c. **Boarder Between Driveway.** The design of the contemplated path shall incorporate at least a two foot gap between the contemplated path and the Seller's property. The City shall install a fence and landscaping so as to screen the path from the Seller's property and provide clear separation from the Seller's property and the path.

B. ADDITIONAL TERMS.

1. Purchase and Sale/Title.

- a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning matters; (2) general utility, sewer, and drainage easements of record as of the Effective Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Effective Date; and (4) leases and other encumbrances specified in this Agreement. Purchaser agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. **Examination:** Purchaser may examine title and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Purchaser, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used

herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.

2. **Contingency of Approval by Mayor and Council:** Seller understands that this agreement to purchase must be approved by the City Council of Norcross, Georgia in a public hearing in accordance with local. The Seller understands that, until such approval is made the Purchaser cannot be bound by this Agreement. The City Council may direct the Mayor to sign this Agreement (or an agreement materially similar). Such direction shall permit the closing.
3. **Seller's Signature Shall Constitute an Irrevocable Offer.** The Seller's signature upon this Agreement shall constitute an irrevocable offer for the sale of the Property for a period of forty-five (45) days from the date of such signature. The parties acknowledge that this period for the acceptance of the Offer is being made so as to allow the City Council of Norcross, Georgia to vote upon the approval of this Agreement and the acquisition of the Property pursuant to local and state law.
4. **Survey.** Notwithstanding any other provision to the contrary contained herein, Purchaser shall have the right to terminate this Agreement upon notice to Seller if a new survey of the Property performed by a licensed Georgia surveyor is obtained that is materially different from any survey of the Property provided by Seller and attached hereto as an exhibit. The term "materially different" shall not apply to any improvements or repairs constructed by Seller in their agreed-upon locations subsequent to the Effective Date. Matters revealed in any survey, including a survey attached hereto may be raised by Purchaser as title objections.
5. **Purchase Price and Method of Payment.** The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.
6. **Closing Costs and Prorations.**
 - a. **Items Paid By Purchaser:** At closing, Purchaser shall pay all closing costs.
7. **Closing and Possession.**
 - a. **Right to Extend the Closing Date:** Purchaser or Seller may unilaterally extend the closing date for five (5) business days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Purchaser's mortgage lender, if any, (including in "all cash" transactions) or the closing attorney cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Purchaser; or (3) Purchaser has not received required estimates or disclosures and Purchaser is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Purchaser or Seller, the right shall thereafter terminate.

C. OTHER TERMS AND CONDITIONS.

1. Notices.

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

2. Default.

- a. **Rights of Purchaser or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party provided, however, the damages sought by the non-defaulting party shall not exceed the Purchase Price. This limitation, however, shall not prevent either party from seeking attorney's fees under O.C.G.A. § 13-6-11.
- 3. **Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as on the Effective Date, except for changes made to the condition of Property pursuant to the written agreement of Purchaser and Seller. Seller shall deliver Property clean and free of trash and debris at time of possession. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Purchaser of the same and provide Purchaser with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Purchaser or Seller may terminate this Agreement not later than fourteen (14) days from receipt of the above notice. If Purchaser or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Effective Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to

substantially the same condition as on the Effective Date and a new certificate of occupancy (if required) is issued.

4. **Other Provisions.**

- a. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Purchaser and Seller. This Agreement may not be assigned by Purchaser except with the written agreement of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.
- b. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; and (4) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- c. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia.
- d. **Time of Essence:** Time is of the essence of this Agreement.
- e. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- f. **Effective Date:** The Effective Date in this Agreement shall be the date when the party making the last offer, or the Broker (except in a designated agency transaction) the Broker's employees or affiliated licensee of Broker representing that party as a client, receives notice that the offer has been accepted. This party (or the Broker or affiliated licensee representing this party as a client) shall fill in the Effective Date below and promptly give notice of this date to the other party. Filling in the Effective Date shall not be deemed to be a counteroffer.
- g. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Purchaser and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- h. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the Purchaser's mortgage lender or the other party.

- i. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
- j. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto.

Offer and Acceptance. Purchaser's delivery of a copy of this Agreement countersigned by Purchaser shall be deemed an acceptance to the offer to purchase the Property pursuant to the terms hereof.

PURCHASER:

THE CITY OF NORCROSS

By Mayor, Craig Newton

SELLER:



ALEXANDER BRUCE

Property Description

Report Created: 4/8/2022
Time: 9:53am

Project: 210206_DESIGN

Description: Cochran Drive & Valley Road Pedestrian Connection

File Name: G:\Shared drives\2021 Projects\210206 - Norcross - Cochran Drive Valley Road Pedestrian Connection\CAD\Drawings

Last Revised: sbolduc 4/8/2022 9:53:11 AM

Input Grid Factor: 1.00000000

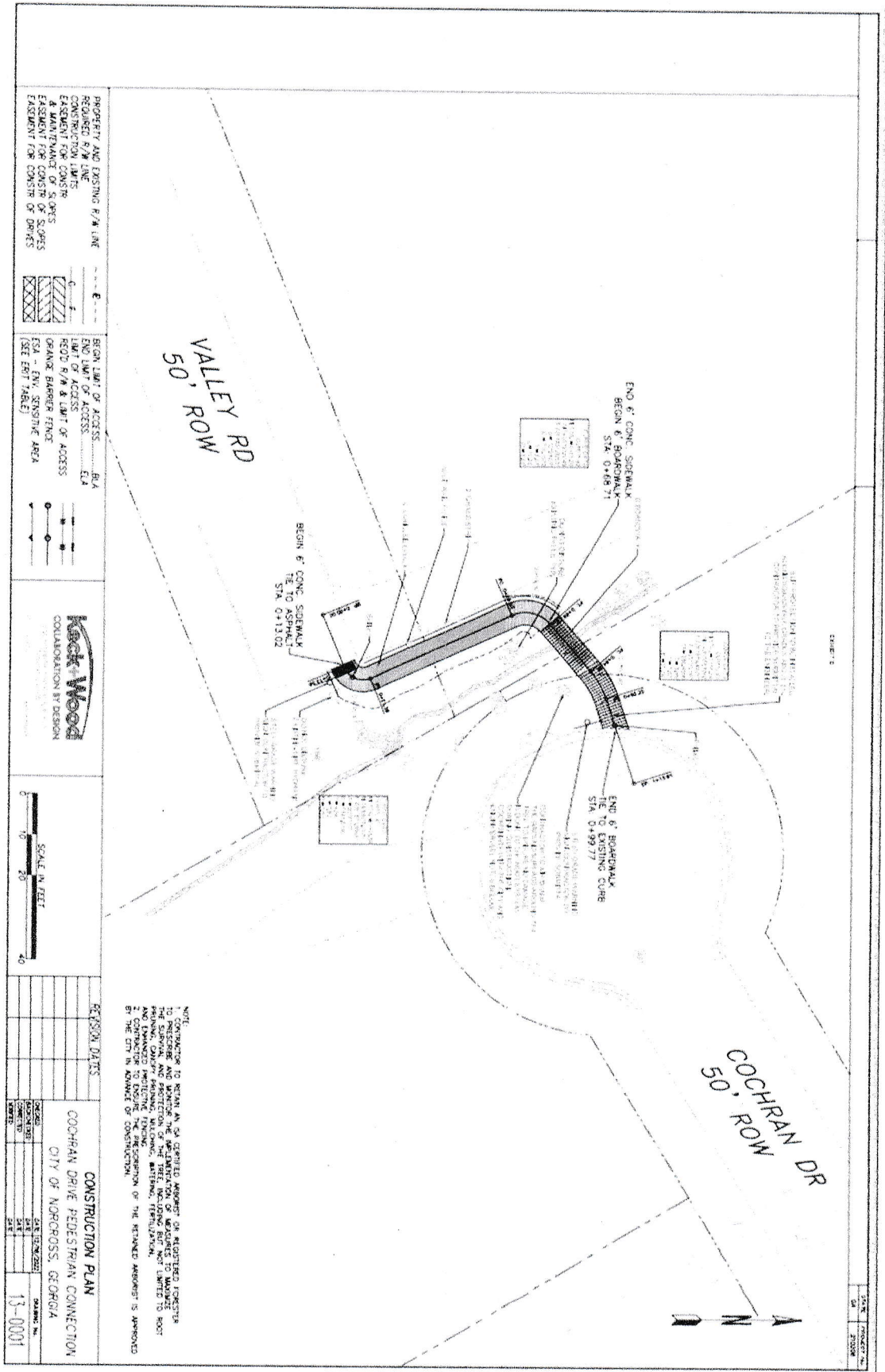
Note: All units in this report are in feet unless specified otherwise.

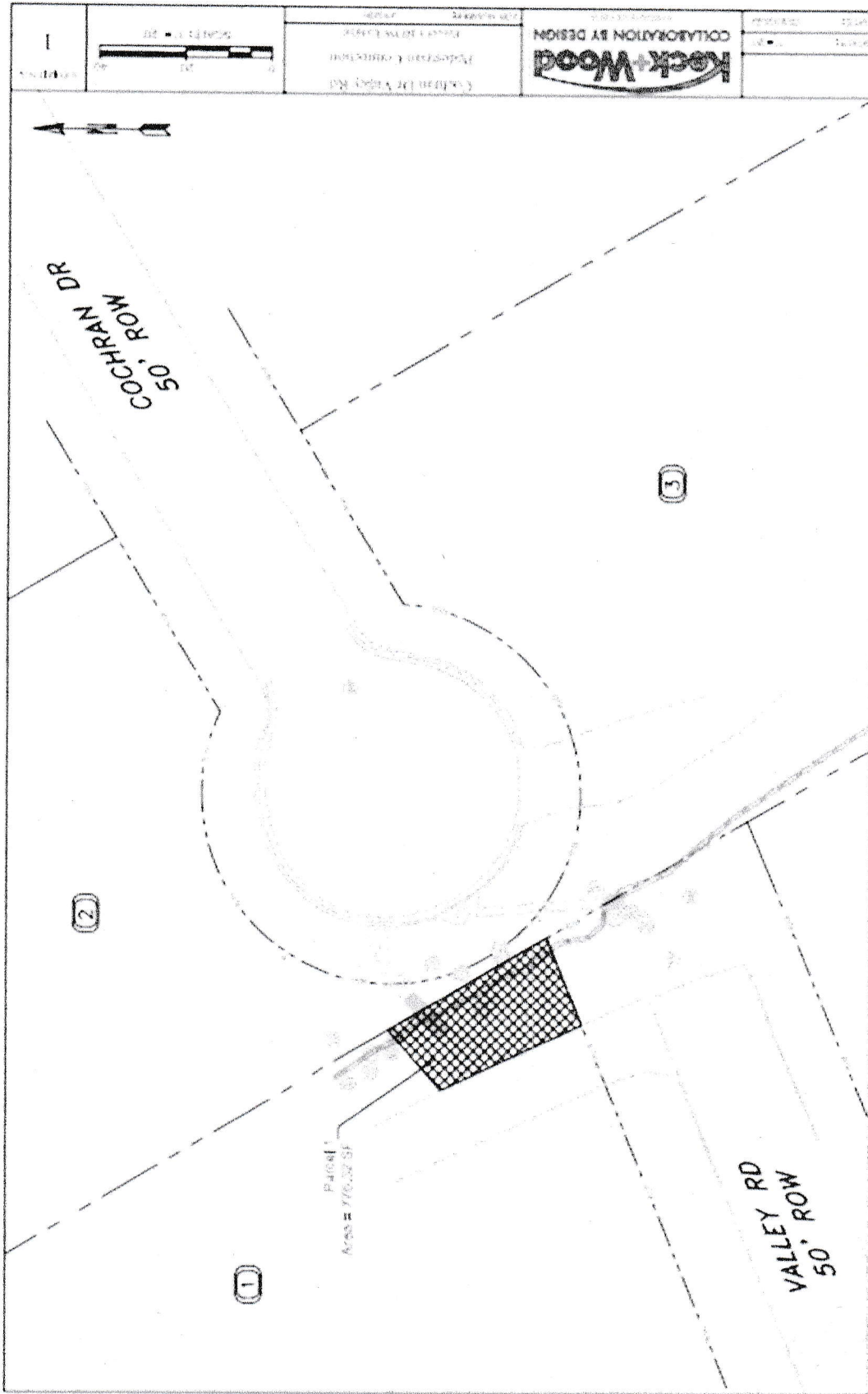
Alignment Name: DE300

Alignment Description: Parcel 1 Easement

Beginning at a point 4.867 feet left of Trail Centerline at Station 0+37.25 thence N 24°56'38.9" W a distance of 35.996 feet to a point 11.359 feet left of Trail Centerline at Station 0+65.63 thence N 48°59'26.9" E for a distance of 18.444 feet, to a point 9.357 feet left of Trail Centerline at Station 0+79.18 thence S 30°25'43.4" E a distance of 42.402 feet to a point 16.918 feet right of Trail Centerline at Station 0+36.31 thence S 67°58'04.9" W a distance of 21.805 feet to a point 4.867 feet left of Trail Centerline at Station 0+37.25 and the POINT OF BEGINNING.

The above described parcel contains ± 0.02 acres (776.322 sq. ft.)





AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

This Agreement for the Purchase and Sale of Real Estate (the "Agreement") is entered into as of the later of the date of Purchaser's execution hereof (the "Effective Date"), by and between THE CITY OF NORCROSS (the "Purchaser") and BARBARA C. BRICE (collectively, if more than one, the "Seller").

RECITALS:

WHEREAS, Seller is the owner of certain real property located in Gwinnett County, known commonly as 375 Cochran Drive, Norcross, Georgia, (Parcel ID # R6255 125);

WHEREAS the City desires to purchase a portion of real estate the same being approximately 197 sq. feet, which is more particularly described in the attached Exhibit A (herein after the "Property"); and

WHEREAS, Purchaser desires to buy from Seller and Seller desires to convey to Purchaser the Property.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. BASIC TERMS of TRANSACTION.

1. **Purchase Price.** Purchaser agrees to pay to Seller: \$4,500.00 (the "Purchase Price").
2. **Closing Costs.** All closing costs shall be borne by the Purchaser. Seller shall incur no closing costs.
3. **Closing and Possession.**
 - a. **Closing Date:** The purchase and sale of the Property shall be conducted upon the agreement of the Parties within thirty (30) days of the Execution Date, provided, however, that the closing shall occur on a weekday during regular business hours (herein, the "Closing Date").
4. **No Broker.** Purchaser and Seller each hereby represent to the other that they have had no dealings with any other brokers, agents or other intermediaries in connection with the transaction contemplated by this Agreement that would result in an obligation to pay a brokerage commission, finder's fee or similar fee. Seller and Purchaser shall indemnify and hold each other harmless from and against, all real estate brokerage commissions payable with respect to this transaction resulting from the indemnifying party's actions.
5. **Due Diligence.** Purchaser shall have twenty-one (21) days following the Effective Date upon which to conduct due diligence for any and all of Purchaser's purposes, goals, and intentions. In the event that Purchaser, in Purchaser's sole and absolute discretion, determines that the Property is unacceptable for its purposes, then Purchaser may terminate this Agreement by giving written notice of such termination to Seller prior to the expiration of the Due Diligence period set forth herein.
6. **Closing.** The closing shall occur at the law offices of Thompson, O'Brien, Kappler & Nasuti, P.C. (the "Closing Agent").
7. **Inspection of Property and Due Diligence.**

- a. **Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 21 days from the Effective Date.
- b. **Right to Inspect Property:** Purchaser and/or Purchaser's representatives shall have the right to enter the Property at Purchaser's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Seller shall cause all utilities, systems and equipment to be on so that Purchaser may complete all inspections. Purchaser agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights.
- c. **Warranties Transfer:** Seller agrees to transfer to Purchaser, at closing, subject to Purchaser's acceptance thereof (and at Purchaser's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Purchaser.

B. ADDITIONAL TERMS.

1. Purchase and Sale/Title.

- a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning matters; (2) general utility, sewer, and drainage easements of record as of the Effective Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Effective Date; and (4) leases and other encumbrances specified in this Agreement. Purchaser agrees to assume Seller's responsibilities in any leases specified in this Agreement.
 - b. **Examination:** Purchaser may examine title and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Purchaser, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
2. **Contingency of Approval by Mayor and Council:** Seller understands that this agreement to purchase must be approved by the City Council of Norcross, Georgia in a public hearing in accordance with local. The Seller understands that, until such approval is made the Purchaser cannot be bound by this Agreement. The City Council may direct the Mayor to sign this Agreement (or an agreement materially similar). Such direction shall permit the closing.
3. **Seller's Signature Shall Constitute an Irrevocable Offer.** The Seller's signature upon this Agreement shall constitute an irrevocable offer for the sale of the Property for a period of forty-five (45) days from the date of such signature. The parties acknowledge that this period for the acceptance of the Offer is being made so as to allow the City Council of Norcross, Georgia to vote upon the approval of this Agreement and the acquisition of the Property pursuant to local and state law.

4. **Survey.** Notwithstanding any other provision to the contrary contained herein, Purchaser shall have the right to terminate this Agreement upon notice to Seller if a new survey of the Property performed by a licensed Georgia surveyor is obtained that is materially different from any survey of the Property provided by Seller and attached hereto as an exhibit. The term “materially different” shall not apply to any improvements or repairs constructed by Seller in their agreed-upon locations subsequent to the Effective Date. Matters revealed in any survey, including a survey attached hereto may be raised by Purchaser as title objections.
5. **Purchase Price and Method of Payment.** The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.
6. **Closing and Possession.**
 - a. **Right to Extend the Closing Date:** Purchaser or Seller may unilaterally extend the closing date for five (5) business days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Purchaser’s mortgage lender, if any, (including in “all cash” transactions) or the closing attorney cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Purchaser; or (3) Purchaser has not received required estimates or disclosures and Purchaser is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Purchaser or Seller, the right shall thereafter terminate.
7. **Design Contingency and Warranties.** The City hereby agrees to the following covenants and warranties concerning the Property and the City’s subsequent use of the Property:
 - a. **Minimal Impact on Existing Trees and Flora.** The City will install a wood or similar material walkway that will be raised from the ground and anchored by posts arranged so to minimize the impact of the surrounding trees and flora, particularly the Redwood tree on the Property or otherwise in the right of way.
 - b. **Landscaping.** During the Seller’s tenancy and ownership of the adjoining Property the City shall not use any pesticides or herbicides on the Property and will install minimally intrusive landscaping features and plants, using wherever possible native plant species.
 - c. **Lighting.** During the Seller’s tenancy and ownership of the adjoining Property no light installations shall be made on the Property.
 - d. **Conformance with Exhibit B.** The construction shall be in general conformance with Exhibit B attached hereto.
 - e. **No Extension of Right of Way.** This agreement shall not in any way impact the existing right of way nor shall it extend the right of way. The City have no additional easement rights and shall only have title to the Property as provided herein.

- f. **Construction will not Impede Drive Path.** The construction and development of the Property shall be done so as to not impede the Seller's access to the drive-path along the southwestern corner of the Property.

C. OTHER TERMS AND CONDITIONS.

1. Notices.

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

2. Default.

- a. **Rights of Purchaser or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party provided, however, the damages sought by the non-defaulting party shall not exceed the Purchase Price. This limitation, however, shall not prevent either party from seeking attorney's fees under O.C.G.A. § 13-6-11.
3. **Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as on the Effective Date, except for changes made to the condition of Property pursuant to the written agreement of Purchaser and Seller. Seller shall deliver Property clean and free of trash and debris at time of possession. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Purchaser of the same and provide Purchaser with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Purchaser or Seller may terminate this Agreement not later than fourteen (14) days from receipt of the above notice. If Purchaser or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Effective Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or

seven (7) days from the date that Property has been restored to substantially the same condition as on the Effective Date and a new certificate of occupancy (if required) is issued.

4. Other Provisions.

- a. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Purchaser and Seller. This Agreement may not be assigned by Purchaser except with the written agreement of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.
- b. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; and (4) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- c. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia.
- d. **Time of Essence:** Time is of the essence of this Agreement.
- e. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- f. **Effective Date:** The Effective Date in this Agreement shall be the date when the party making the last offer, or the Broker (except in a designated agency transaction) the Broker's employees or affiliated licensee of Broker representing that party as a client, receives notice that the offer has been accepted. This party (or the Broker or affiliated licensee representing this party as a client) shall fill in the Effective Date below and promptly give notice of this date to the other party. Filling in the Effective Date shall not be deemed to be a counteroffer.
- g. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Purchaser and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- h. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the Purchaser's mortgage lender or the other party.

- i. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
- j. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto.

Offer and Acceptance. Purchaser's delivery of a copy of this Agreement countersigned by Purchaser shall be deemed an acceptance to the offer to purchase the Property pursuant to the terms hereof.

PURCHASER:

THE CITY OF NORCROSS

By Mayor, Craig Newton

SELLER:



Barbara Brice

Property Description

Report Created: 4/8/2022

Time: 10:11am

Project: 210206_DESIGN

Description: Cochran Drive & Valley Road Pedestrian Connection

File Name: G:\Shared drives\2021 Projects\210206 - Norcross - Cochran Drive Valley Road Pedestrian Connection\CAD\Drawings

Last Revised: sbolduc 4/8/2022 10:11:39 AM

Input Grid Factor: 1.00000000

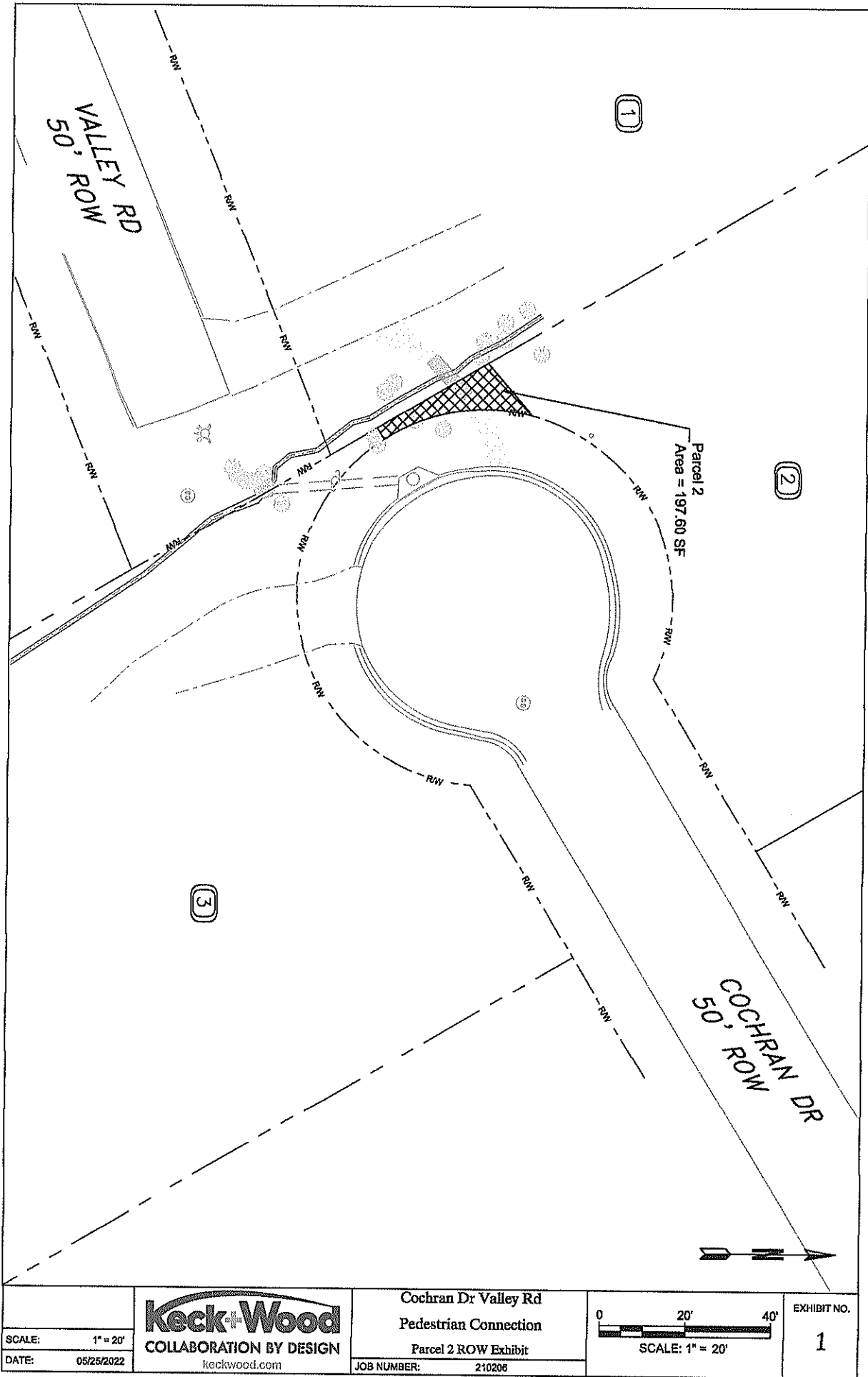
Note: All units in this report are in feet unless specified otherwise.

Alignment Name: DE301

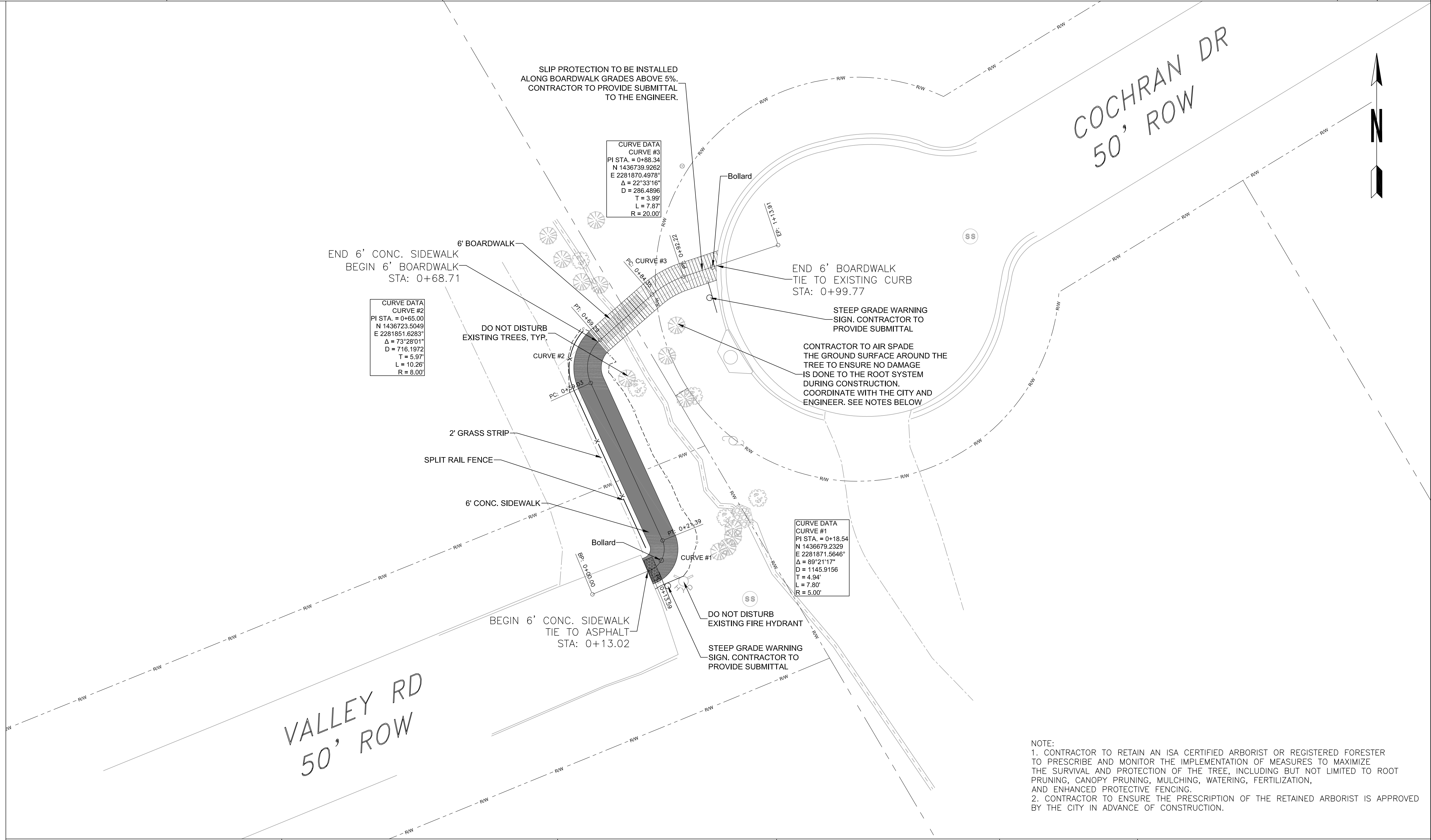
Alignment Description: Parcel 2 Easement

Beginning at a point 18.654 feet right of Trail Centerline at Station 0+49.26 thence S 57°45'04.9" W a distance of 3.066 feet to a point 15.616 feet right of Trail Centerline at Station 0+48.84 thence N 30°25'43.4" W a distance of 29.802 feet to a point 9.357 feet left of Trail Centerline at Station 0+79.18 thence N 48°59'26.9" E a distance of 15.959 feet to a point 11.270 feet left of Trail Centerline at Station 0+91.39 thence along an arc 35.991 feet to the right, having a radius of 43.904 feet, the chord of which is S 9°16'55.6" E a distance of 34.991 feet, to a point 18.654 feet right of Trail Centerline at Station 0+49.26 and the POINT OF BEGINNING.

The above described parcel contains ± 0.00 acres (197.601 sq. ft.)







NOTE:
1. CONTRACTOR TO RETAIN AN ISA CERTIFIED ARBORIST OR REGISTERED FORESTER TO PRESCRIBE AND MONITOR THE IMPLEMENTATION OF MEASURES TO MAXIMIZE THE SURVIVAL AND PROTECTION OF THE TREE, INCLUDING BUT NOT LIMITED TO ROOT PRUNING, CANOPY PRUNING, MULCHING, WATERING, FERTILIZATION, AND ENHANCED PROTECTIVE FENCING.
2. CONTRACTOR TO ENSURE THE PRESCRIPTION OF THE RETAINED ARBORIST IS APPROVED BY THE CITY IN ADVANCE OF CONSTRUCTION.

PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES		BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS REQ'D R/W & LIMIT OF ACCESS ORANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)				REVISION DATES			CONSTRUCTION PLAN COCHRAN DRIVE PEDESTRIAN CONNECTION CITY OF NORCROSS, GEORGIA							
						<table><tr><td>CHECKED:</td><td>DATE:</td><td>12/16/2022</td></tr><tr><td>BACKCHECKED:</td><td>DATE:</td><td></td></tr><tr><td>CORRECTED:</td><td>DATE:</td><td></td></tr><tr><td>VERIFIED:</td><td>DATE:</td><td></td></tr></table>			CHECKED:	DATE:	12/16/2022	BACKCHECKED:	DATE:		CORRECTED:	DATE:
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