

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, March 4, 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. Roll Call (recorded)**
- E. Presentation of previous meetings minutes for acceptance**
[24-6938](#) Approval of Previous Meeting Minutes

[Mayor and Council - Regular Meeting - Feb 5, 2024, 6:30 PM](#)

[Special Called Meeting - Special Meeting - Feb 19, 2024, 6:00 PM](#)

[Policy Work Session - Policy Work Session - Feb 19, 2024, 6:30 PM](#)

[Special Called Meeting - Special Meeting - Feb 26, 2024, 6:30 PM](#)
- F. Set Agenda as Presented for Scheduled Meeting**
 - 1. [24-6939](#) Acceptance of the Agenda & Approval of Consent Agenda**
- G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**
 - 1. [24-6941](#) Proclamation Honoring Richard Kohlhausen**
A proclamation honoring the life of Richard Kohlhausen.

[PRO - Richard Kohlhausen](#)
- 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**
 - 1. [24-6934](#) Comprehensive Plan Update**
Approve a resolution to adopt the Norcross “Imagine Our Future” 2045 Comprehensive Plan.

[Agenda Report - Comprehensive Plan Update](#)

[Norcross CP 2024 Resolution](#)

[Norcross 2045 Comprehensive Plan - Report](#)

[Norcross 2045 Comprehensive Plan - Technical Addendum](#)

2. [23-6876](#) **Review and Revision of Charter Language**
Review changes and revisions to the Norcross City Charter as suggested by the city attorney's office.

[Agenda Report - Review and Revision of Charter Language](#)

[Current Charter - Norcross, Georgia](#)

[Charter Revisions Version 6 \(REDLINE VERSION\)](#)

[Charter Revisions Version 6 \(CLEAN VERSION\)](#)

[Charter Amendments - Draft Resolution for Adoption](#)

[Notice of Proposed Charter Amendments](#)
3. [24-6920](#) **SUP2024-001 – Tobacco and Vape Distribution Warehouse**
Request for a Special Use Permit for a tobacco and vape distribution warehouse.

[Agenda Report - SUP2024-001 - Tobacco and Vape Distribution Warehouse](#)

[SUP2024-001 Staff Report](#)
4. [24-6919](#) **SUP2023-005 - Towing Service and Impound Lot**
Request for a Special Use Permit to operate a towing service and impound lot.

[Agenda Report - SUP2023-005 - Towing service and Impound Lot](#)

[SUP2023-005 Staff Report](#)

J. Reports of the Mayor and Councilmembers

a. General Announcements

MARCH CALENDAR OF EVENTS

Irish Fest

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

Movie Monday: Jesus Revolution

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

Coffee With Council

Saturday, March 16 | 8:00 a.m. | 45 South Cafe

Planting For Pollinator Workshop

Saturday, March 16 | 10:30 a.m. - 12:00 p.m. | City Hall, 2nd Floor Community Room

Policy Work Session

Monday, March 18 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Movie Monday: Love Again

Monday, March 25 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Easter Egg Hunt

Saturday, March 30 | 10:00 a.m. | Rossie Brundage Park

Egg-stra Special Needs Egg Hunt

Saturday, March 30 | 1:00 p.m. | Rossie Brundage Park

K. Board Appointments**1. [24-6942](#) Board Appointment - Planning and Zoning Board**

The following candidate satisfied all requirements to be considered for appointment to the Planning and Zoning Board, which currently has (1) vacancy:

David Grayson

L. Consent Agenda**1. [24-6932](#) Norcross Microtransit Discussion**

Approve an agreement between Gwinnett County, The Gateway85 Community Improvement District, and the City of Norcross Regarding a Gateway85/Norcross Pilot Microtransit Zone, and appropriate \$44,768 from the Mayor and Council FY 24 budgeted contingency account for FY 24 costs associated with this pilot project.

[Agenda Report - Norcross Microtransit Discussion](#)

[Norcross - Gateway85-Norcross Microtransit Initiative Briefing](#)

[Microtransit Presentation - Bourdeaux](#)

[Draft Microtransit Zone Agreement](#)

[Proposed - Gateway 85 - Microtransit - w. PIB Holcomb - excludes work layer](#)

2. [24-6924](#) Sponsorship Request - DFOWW Incorporated

Consider approval of a contribution of up to \$1008 to offset rental space foregone revenue to be used by DFOWW Incorporated.

[Agenda Report - Sponsorship Request - DFOWW Incorporated](#)

[DFOWW Community Sponsorship Application](#)

[DFOWW Digital Brochure](#)

[DFOWW INC. Charitable Organizations Permit](#)

[DFOWW Inc Annual Registration 2023 – 2024](#)

3. [24-6906](#) **Sponsorship Request - Norcross Gallery & Studios**

Consider approval of a contribution of up to \$2,600 to Norcross Gallery & Studios for the purpose of covering costs associated with NORCROSS--LIFE THROUGH THE LENS photo contest and exhibits.

[Agenda Report - Non-Profit Contribution to Norcross Gallery & Studios](#)

[Community Sponsorship Application 2.12.24](#)

[Request for Funding Description](#)

[Invoices](#)
4. [24-6929](#) **Award of Contract for Shade Structures at Thrasher Park and Summerour Park**

Appropriate \$115,208 in 2017 SPLOST Recreation funding and award the contract for shade structures to PlayCore Wisconsin, Inc. d/b/a GameTime for shade structures for Thrasher Park and Summerour Park.

[Agenda Report - Award of Contract for Shade Structures at Thrasher Park and Summerour Park](#)

[RFP PWUP 23-23 - Shade Structures](#)

[Proposals - RFP PWUP 23-23 - Parks Shade Structures](#)

[Shades Structures - Evaluation Worksheet](#)

[Contractual Agreement between GameTime and the City of Norcross](#)

[Appendix A - Scope of Services](#)

[Appendix B - Compensation](#)
5. [24-6930](#) **Replacement of Pergola Structures - Request for Proposals**

Approve the issuance of a Request for Proposals (RFP) to solicit proposals from qualified vendors to replace the two existing pergola structures (cedar wood) at Lillian Webb Park with steel structures.

[Agenda Report - Request for Proposals - Replacement of Pergola Structures](#)

[Draft RFP - PWUP 24-04 -Pergola Structures](#)

[Pergola Structure Images](#)
6. [24-6928](#) **NeoGov Contract for Human Resources Information System (HRIS)**

Approve a contract between the City of Norcross and NeoGov for HRIS Services.

[Agenda Report - HRIS Contract with NeoGov](#)

[City of Norcross - NeoGov Contract - Feb 2024](#)

7. [24-6937](#) **Funding for Environmental Assessment and Survey of Mitchell Road Property**

Authorize \$50,000 from the Mayor and Council Contingency account for a Phase II Environmental Assessment, a Geotechnical Exploration, and an ALTA boundary and topographic survey of City-owned property on Mitchell Road.

[Agenda Report - Environmental Assessment and Survey of Mitchell Road Property](#)

M. Items for Discussion

1. [24-6927](#) **Mid-Year Budget Amendments**

A mid-year budget amendment authorizing additional projects, updating studies, funding adjustment in employee salaries, and allocating funding for pre-construction costs associated with the Public Safety Building.

[Agenda Report - Budget Amendment 0224](#)

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 Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-6938	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Approval of Previous Meeting Minutes		

Sponsors:

Code Sections:

Title
Approval of Previous Meeting Minutes

Motion
A motion to Approve/Deny the February 5th Regular Council Meeting Minutes, the February 19th Special Called Meeting, Policy Work Session and Executive Session Minutes, and the February 26th Special Called Meeting Minutes.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, February 5, 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

Minutes Acceptance: Minutes of Feb 5, 2024 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	
Marshall Cheek	Councilmember	Present	

Regular Meeting was called to order at 6:33 PM by Mayor Craig Newton

- E. Presentation of previous meeting minutes for acceptance

24-6918: Approval of Previous Meeting Minutes

Motion

A motion to Approve the minutes for the following meetings: November 29th Town Hall, January 2nd Regular Council Meeting, January 13th Coffee with Council, January 16th Policy Work Session and Executive Session, and the January 29th Special Called Meeting.

- a. Town Hall Meeting - Town Hall Meeting - Nov 29, 2023, 6:00 PM

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

- b. Mayor and Council - Regular Meeting - Jan 2, 2024, 6:30 PM

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

- c. Coffee with Council - Coffee with Council - Jan 13, 2024 8:00 AM

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

- d. Policy Work Session - Policy Work Session - Jan 16, 2024, 6:30 PM

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

- e. Special Called Meeting - Special Meeting - Jan 29, 2024 6:30 PM

Minutes Acceptance: Minutes of Feb 5, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)

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

F. Set agenda as presented for the scheduled meeting.

1. 24-6915: Acceptance of the Agenda and Approval of the Consent Agenda

Motion

A motion to accept the agenda and move the following items to discussion:

24-6906: Sponsorship Request - Norcross Gallery & Studios

24-6907: Parks Connectivity Cleanup

24-6908: Mitchell Road Post Office Detention Pond Fence

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

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies

a. 24-6916: 2024 Arbor Day Proclamation

RESULT:	ACKNOWLEDGED BY MAYOR NEWTON
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H. Floor Open to Citizens Desiring to Address the Governing Authority

a. Comments by Citizens

Faye McFarland reminded the Council about senior homestead exemptions

Members of the organization, Mi Familia Vota GA, Roxana, and Jocelyne Soto, spoke about the Hispanic Community's difficulty in accessing services, Hispanic representation, and their desire to participate in local government.

b. Comments by Council

c. Comments by City Manager

PH. Public Hearings

PH. 23-6885: SUP 2023-003 – 5676 Jimmy Carter Boulevard

Motion

A motion to Approve with conditions, a special use permit to operate an event hall at 5676 Jimmy Carter Blvd:

1. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval.
2. Any changes in use to the space, or interior finishings, may require a building permit,

reviewed by the Planning Department.

3. The owner is responsible for application and any required approvals for the service of alcohol.

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

J. Reports of the Mayor and Councilmembers

a. General Announcements

FEBRUARY CALENDAR OF EVENTS

Planting For Pollinator Workshop

Tuesday, February 6 | 5:30 - 7:00 p.m. | City Hall, 2nd Floor Community Room

Valentine's Father-Daughter Dance

Friday, February 9 | 6:30 - 8:30 p.m. | Cultural Arts & Community Center

Valentine's Night to Remember

Friday, February 10 | 6:30 - 8:30 p.m. | Downtown Norcross

Artist Exhibit: Teresa Ackerly

Saturday, February 10 - Sunday, February 24 | The Rectory

Opening Reception | Saturday, February 10 | 3:00 - 5:00 p.m. | The Rectory

Movie Monday: Mission Impossible Dead Reckoning Pt.1

Monday, February 12 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Georgia Arbor Day Celebration

Friday, February 16 | 10:00 a.m. | Pinnacle Park

Coffee With Council

Saturday, February 17 | 8:00 a.m. | 45 South Cafe

Policy Work Session

Monday, February 19 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Movie Monday: The Woman King

Monday, February 26 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

First Friday Concert: Canelita Sabrosa

Friday, March 1 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center
Friday, July 7 | 7:30 - 9:30 p.m. | Thrasher Park

K. Board Appointments

A. 24-6917: 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

Anthony Jones 06/01/2028

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

L. Consent Agenda**M. Items for Discussion****1. 24-6906: Sponsorship Request - Norcross Gallery & Studios**

RESULT:	TABLED SENT TO [UNANIMOUS]
	Next: 2/19/2024 6:30 PM
TO:	Policy Work Session
MOVER:	Bruce Gaynor, Mayor Pro Tem
SECONDER:	Matt Myers, Councilmember
AYES:	Gaynor, Hixson, Bare, Myers, Cheek

2. 24-6907: Parks Connectivity Cleanup

Motion

A motion to Approve the replacement and installation of hardware to improve camera connectivity in the following parks: Thrasher, Lillian Webb, Pinnacle, Summerour, and Rossie Brundage at the cost of \$71,105.33 to be funded by 2017 SPLOST.

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

3. 24-6908: Mitchell Road Post Office Detention Pond Fence

RESULT:	TABLED SENT TO [UNANIMOUS]
	Next: 2/19/2024 6:30 PM
TO:	Policy Work Session
MOVER:	Josh Bare, Councilmember
SECONDER:	Bruce Gaynor, Mayor Pro Tem
AYES:	Gaynor, Hixson, Bare, Myers, Cheek

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

Mayor Pro Tem motion to adjourn the meeting, seconded by Councilmember Myers, with a unanimous vote. The meeting was closed at 7:22 PM

Signed by _____ Mayor, Craig Newton

Attest _____ Monique Philip, City Clerk

Minutes Acceptance: Minutes of Feb 5, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, February 19, 2024

6:00 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 Marshall Cheek

Minutes Acceptance: Minutes of Feb 19, 2024 6:00 PM (Presentation of previous meetings minutes for acceptance)

A. 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	
Marshall Cheek	Councilmember	Present	

Special Meeting was called to order at 6:00 PM by Mayor Craig Newton

B. Roll Call (recorded)**C. Comments by Citizens****PH. Public Hearings****E. Items for Discussion****1. 24-6932: Norcross Microtransit Discussion**

RESULT: THIS MATTER WAS REFERRED TO

Next: 3/4/2024 6:30 PM

TO: Mayor and Council

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

The meeting adjourned at 6:49 PM with a motion to adjourn made by Councilmember Bare, seconded by Councilmember Hixson.

G. Signed by _____ Mayor Craig Newton

H. Attest _____ Monique Philip, City Clerk

Minutes Acceptance: Minutes of Feb 19, 2024 6:00 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, February 19, 2024

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Marshall Cheek

Minutes Acceptance: Minutes of Feb 19, 2024 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	
Marshall Cheek	Councilmember	Present	

Policy Work Session was called to order at 6:53 PM by Mayor Craig Newton

B. Citizen Input**C. Board Updates**

* Downtown Development Authority (DDA) - Chair Jim Eyre

D. General Updates**E. Council - General Discussion****F. City Manager's Report****G. Board Appointments**

Planning & Zoning Board (1 Application | 1 Applicant)

H. Items for Discussion**1. 24-6926: Approach to Design and Construction of the Public Safety Building**

RESULT: THIS MATTER WAS
DISCUSSED

2. 24-6934: Comprehensive Plan Update

RESULT: THIS MATTER WAS REFERRED TO

Next: 3/4/2024 6:30 PM
TO: Mayor and Council

3. 24-6924: Sponsorship Request - DFOWW Incorporated

RESULT: THIS MATTER WAS REFERRED TO

Next: 3/4/2024 6:30 PM
TO: Mayor and Council

4. 24-6906: Sponsorship Request - Norcross Gallery & Studios

RESULT: THIS MATTER WAS REFERRED TO

Next: 3/4/2024 6:30 PM
TO: Mayor and Council

Minutes Acceptance: Minutes of Feb 19, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)

5. **24-6931: Johnson Dean Well House Mural**

RESULT:	DISCUSSED
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6. **24-6920: SUP2024-001 – Tobacco and Vape Distribution Warehouse**

RESULT:	THIS MATTER WAS REFERRED TO
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Next:	3/4/2024 6:30 PM
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TO:	Mayor and Council
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7. **24-6919: SUP2023-005 - Towing Service and Impound Lot**

RESULT:	THIS MATTER WAS REFERRED TO
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Next:	3/4/2024 6:30 PM
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TO:	Mayor and Council
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8. **24-6909: Industrialized Home Guidelines**

RESULT:	THIS MATTER WAS REFERRED TO
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Next:	3/18/2024 6:30 PM
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TO:	Policy Work Session
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9. **24-6929: Award of Contract for Shade Structures at Thrasher Park and Summerour Park**

RESULT:	THIS MATTER WAS REFERRED TO
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Next:	3/4/2024 6:30 PM
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TO:	Mayor and Council
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10. **24-6930: Replacement of Pergola Structures**

RESULT:	THIS MATTER WAS REFERRED TO
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Next:	3/4/2024 6:30 PM
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TO:	Mayor and Council
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11. **24-6928: NeoGov Contract for Human Resources Information System (HRIS)**

RESULT:	THIS MATTER WAS REFERRED TO
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Next:	3/4/2024 6:30 PM
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TO:	Mayor and Council
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Minutes Acceptance: Minutes of Feb 19, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)

12. **24-6927: Mid-Year Budget Amendments**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 3/4/2024 6:30 PM
TO:	Mayor and Council

13. **24-6908: Mitchell Road Post Office Detention Pond Fence**

RESULT:	DISCUSSED
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14. **23-6876: Review and Revision of Charter Language**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/26/2024 6:30 PM
TO:	Special Called Meeting

15. **24-6933: Intergovernmental Agreement with Georgia Emergency Management Agency (GEMA)**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 2/26/2024 6:30 PM
TO:	Special Called Meeting

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

The meeting adjourned at 10:24pm with a motion to adjourn made by Councilmember Bare, seconded by Councilmember Cheek.

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

Minutes Acceptance: Minutes of Feb 19, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, February 26, 2024

6:30 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 Marshall Cheek

Minutes Acceptance: Minutes of Feb 26, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Call to Order at 6:30 PM 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	
Marshall Cheek	Councilmember	Present	

B. Roll Call (recorded)**C. Comments by Citizens****PH. Public Hearings****E. Items for Discussion****1. 24-6933: Intergovernmental Agreement with Georgia Emergency Management Agency (GEMA)**

Motion

A motion to approve the attached Statewide Mutual Aid and Assistance Agreement with the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) for mutual assistance in emergencies.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Marshall Cheek, Councilmember
AYES:	Newton, Gaynor, Hixson, Bare, Myers, Cheek

2. 24-6937: Funding for Environmental Assessment and Survey of Mitchell Road Property

Motion

A motion to refer this item to the March 4, 2024, Regular Council Meeting for final review and approval.

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 3/4/2024 6:30 PM
TO:	Mayor and Council

3. 23-6876: Review and Revision of Charter Language

Motion

A motion to accept the document as changed and confirmed by Wednesday, February 28, 2024, and submitted to the Regular Council Meeting agenda the following Monday as a Public Hearing.

Minutes Acceptance: Minutes of Feb 26, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)

RESULT: **REFERRED TO THE NEXT PUBLIC HEARING [UNANIMOUS]**

Next: 3/4/2024 6:30 PM

TO: Mayor and Council

MOVER: Bruce Gaynor, Mayor Pro Tem

SECONDER: Matt Myers, Councilmember

AYES: Gaynor, Hixson, Bare, Myers, Cheek

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

A motion to adjourn was made by Councilmember Myers, seconded by Councilmember Bare. 5-0. The meeting was closed at 8:40 PM.

G. Signed by _____ Mayor Craig Newton

H. Attest _____ Monique Philip, City Clerk

Minutes Acceptance: Minutes of Feb 26, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)



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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: February 19, 2024 – Policy Work Session

Item No.: 24- 6933

Title: **Mutual Aid Agreement**

CC:

Recommendation – Identify the Mayor, City Manager (as designated Chief Executive Officer), and Police Chief, as authorized representatives to sign the Georgia Emergency Management Agency (GEMA) Statewide Mutual Aid and Assistance Agreement. These named individuals may request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the City of Norcross.

Background The Agreement provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human-caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events, or homeland security activity. It also identifies those persons who are authorized to act on behalf of the Participating Party as their Authorized Representatives.

As reflected in the attached Agreement, it addresses related issues such as principles, responsibilities, limitations, liability and immunity, rights and privileges, reimbursement, and implementation. The Term of this Agreement is through March 1, 2028. Appendix A requires the name, signature, and title/position of those authorized representatives for the City, one of which is designated as the Chief Executive Officer.

Financial Impact: No specific identifiable cost for participating in the mutual aid process. Participating parties are entitled to reimbursements, and at least some of the types of events covered are likely to be eligible for reimbursement by the Federal Emergency Management

Minutes Acceptance: Minutes of Feb 26, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)

Agency (FEMA) along with state matching funds from GEMA. Other events may be reimbursable from responsible parties – e.g., Norfolk Southern, in the event of a derailment.

Consistent with Comprehensive Plan? Yes. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments Statewide Mutual Aide and Assistance Agreement

Next Steps

Update

Minutes Acceptance: Minutes of Feb 26, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Norcross

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

Minutes Acceptance: Minutes of Feb 26, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: _____

Date: ____/____/____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: ____/____/____

APPENDIX A

AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for _____ (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Print Name _____

Job Title/Position

Signature of Above Individual

Print Name _____

Job Title/Position

Signature of Above Individual

Print Name _____

Job Title/Position

Signature of Above Individual

Date: / /

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for _____
(county/municipality) for the purpose of reimbursement sought for mutual aid:

Job Title/Position

Signature of Above Individual

Job Title/Position

Signature of Above Individual

Job Title/Position

Signature of Above Individual

Date: ____/____/____

Chief Executive Officer - Signature

Chief Executive Officer – Print Name



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

Agenda Report

To: Mayor and Council

From: Councilmember Matt Myers

Meeting Date: February 26, 2024 – Special Called Meeting

Item No.: 24- 6937

Title: Funding for Environmental Assessment and Survey of Mitchell Road Property

CC: Eric Johnson, City Manager

Recommendation

Authorize \$50,000 from the Mayor and Council Contingency account for a Phase II Environmental Assessment, a Geotechnical Exploration, and an ALTA boundary and topographic survey of City-owned property on Mitchell Road.

Background

The City has previously considered sale of property it owns on Mitchell Road by the Norcross Development Authority (NDA) for development of residential housing in which the NDA would retain a portion of the proceeds as “seed funding” for ongoing NDA activities. To facilitate the sale of that property, the NDA is requesting the City expend up to \$50,000 on the following activities:

Phase II Environmental Assessment to assess whether the adjacent property identified as a recognized environmental concern in the Phase I Environmental Site Assessment and the historic use of the Property have impacted (i.e., contaminated) the Property,

Geotechnical Exploration, including borings and soils testing, to confirm the suitability of the existing soils for proposed development and make recommendations for site preparation and any remedial measures necessary to address existing subsurface conditions, and

Minutes Acceptance: Minutes of Feb 26, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)

ALTA boundary and topographic survey to describe the horizontal limits and vertical conditions of the Property. The survey will also include the flood plain and limits of aquatic resources previously delineated on the Property.

Financial Impact

Up to \$50,000.

Consistent with Comprehensive Plan? Yes. Ensures that Norcross Residents have a Variety of Attainable, Quality Housing Options

Next Steps

Attachments

Update

Minutes Acceptance: Minutes of Feb 26, 2024 6:30 PM (Presentation of previous meetings minutes for acceptance)



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

Agenda Report

To: Mayor and Council

From: Councilmember Andrew Hixson

Date: January 16, 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 5 TRACKED COMMENTS
(Mayor and Council)

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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.

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~~ 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~~ 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) "~~Mayor and council~~ Appointed officer" where used in this Charter shall mean all administrative officers, including the city manager, city clerk, city treasurer, city attorney, city auditor, accountant, chief judge, associate judge, and solicitor-city engineer. Such term shall not include members of boards, commissions or authorities.
- (2) "~~Mayor and 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 vote on all matters in the event of a tie.~~
- (3) "City manager," where used herein, shall mean the officer appointed by city council to direct the administration and operations of the city.
- (4) "Mayor", where used herein, shall mean the elected head of the City of Norcross.

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

[Rationale: List only those officers who are appointed by the mayor and city council. Also, establish the definitions of "city manager" and "mayor" 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:

- (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 the disposition by sale, gift or humane destruction of animals and fowl

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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~~or 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~~ 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 franchises and rights-of-way throughout the streets and roads and over

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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, ~~authorities~~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

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provided by ordinance 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 in 2018 and any person selected to fill a vacancy in any such office shall serve out their initial terms of office which shall expire at the first organizational meeting held in January, 2021, 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 are elected to such offices in 2019 and any person selected to fill a vacancy in any such office shall serve for an initial term of office of two years which shall expire at the first organizational meeting held in January, 2022, 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 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~~41~~, 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.

~~(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; The term of offices has changed. Also, the stated 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 or remaining city council members ~~or those remaining~~ shall appoint a successor for the duration of the suspension. ~~If the suspension becomes permanent,~~

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then the office shall become vacant and shall be filled for the remainder of the unexpired term, if any, as provided for in Article V of this Charter.

Sec. 2.13. Compensation and expenses.

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

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

- (a) No elected officer, appointed officer, employee, or member of a board, commission or authority of the ~~City of Norcross~~ (hereafter the "city") or any ~~authority~~ ~~agency~~ or political entity to which this Charter applies shall knowingly:
- (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 ~~this~~ 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 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 ~~agency or~~ 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 authority of the city or any agency or entity to which this Charter applies shall use property owned by ~~the city or~~ 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.

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(e) ~~Except as authorized by law, neither the mayor and nor any councilmembers~~ shall ~~not~~ hold any other elective or compensated appointed office in the city or otherwise be employed by ~~the city said government~~ or any ~~authority~~ thereof during the term for which he was elected. No ~~current or former mayor and no~~ former ~~member of city council~~ shall hold any ~~full-time or part-time~~ employment 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 a compensated (paid) city office during his term of office,]*

(f) (1) No department director, department head, or employee of 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 authority 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.

(ii) An appointed member of any board, commission or authority of the ~~City~~ that is elected to public office in the ~~City 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 appointed member of any board, commission or authority of the City qualifies for nomination or election to public office in the City of Norcross or for the Gwinnett County Board of Commissioners and the time that the successful~~

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~~candidate is sworn in to such public office, such appointed official may continue in their appointed position as a non-voting member. During this time said 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 authority.~~

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- ~~(iv)~~ An appointed member of any board, commission or authority of the ~~City~~ that is unsuccessful in his or her candidacy for election to public office in the ~~City 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 said board, commission or authority fully restored upon the successful candidate being sworn in to such public office.

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- (iv) An appointed member of any board, commission or authority of the ~~City~~ shall be and is permitted to continue in such position 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.

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- (4) ~~An E~~lected officials ~~in of~~ the City of Norcross (~~hereafter the "city"~~) (~~i.e., the Mayor and Councilmembers~~) shall be permitted to continue the balance of ~~his~~ ~~their~~ term for which ~~he was~~~~they were~~ elected after qualifying ~~as a candidate~~ for nomination or election to any other elect~~edive~~ public office (including but not limited to an ~~-different~~ elect~~edive~~ office in the ~~City of Norcross~~ other than the present office held by such elected official), so long as the term of the elect~~edive~~ 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*

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provisions of this section. Also, to simplify the language in this paragraph]

~~(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 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 and clarify the language of this subparagraph.]

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

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 ~~authority agency~~ thereof and for this purpose may subpoena witnesses, administer oaths, take testimony and require the production of evidence. Any

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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.

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

- (a) Except as otherwise provided by law or by this Charter, the mayor and 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 ~~City of Norcross, Georgia~~, and may enforce such ordinances by imposing penalties for violation thereof.
- (c) The mayor and council may by ordinance create, change, alter, abolish or consolidate offices, ~~agencies~~, and departments of the city and may assign additional functions to any of the offices and departments ~~agencies and departments~~ expressly provided for by this Charter.

Sec. 2.17. Eminent domain.

The mayor and city council areis 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 mayor and 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.

Sec. 2.19. Regular and special meetings.

- (a) The mayor and city council shall hold regular meetings at such times and places as prescribed by ordinance. The mayor and 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 mayor and 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 council members personally, or by telephone ~~personally~~, or shall be left at their residences at least 24 hours in advance of the special meeting. 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.

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- (c) All meetings of the ~~mayor and city~~ council shall be public to the extent required by law. The ~~mayor and 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 ~~mayor and 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 ~~subcommittees 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 ~~or subcommittee~~ at any time.

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

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

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 ~~of its proceedings~~, 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~~ established. 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 ~~a meeting~~ 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 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.

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Sec. 2.25. Codes of technical regulations.

~~{(a)}~~ The ~~mayor and 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 city clerk pursuant to section 2.26 of this Charter.

(b) Copies of any adopted code of technical regulations shall be made available by the city 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 city clerk to the mayor within forty-eight (48) hours of adoption. *[Rationale: To simplify the language in this subsection. Also, instead of requiring "prompt" presentation of 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 ~~mayor and 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 ~~mayor and 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

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appointed officers, departments, and authorities agencies of the city and made available for purchase by the public at a reasonable price as fixed by the mayor and city council.

- (c) The mayor and 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 mayor and 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 mayor and 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 mayor and 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 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)

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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) ~~(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 concerning the hiring, contract negotiation, supervision, performance evaluation, suspension, and firing of the city manager;
- (3) To vote on all other matters before the city council only in the event of a tie;
- (4) 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;
- (5) To administer oaths and to take affidavits; and
- (6) 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)

Sec. 2.2930. The city manager; general powers.

The ~~mayor and city~~ council shall appoint a city manager for an indefinite term and shall set his ~~or her~~ compensation in an employment contract. The city

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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.

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The city manager shall be the chief executive and administrative officer of the city. The city manager shall be responsible to the ~~mayor and 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:

- (1) To appoint and, when he ~~or she~~ deems it necessary for the good of the city, suspend or remove ~~any all~~ city employees ~~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 the ~~eat~~ administrative officer's department, office, or ~~authority~~ 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 ~~authorities~~ agencies of the city to ensure that the policies of the mayor and council are carried out, except as otherwise provided by this Charter or by law; *[Rationale: To further explain this duties 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)

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~~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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(5) 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;

- (6) To submit to the city council at least quarterly a summary of the finances and administrative activities of the city, and to make available to the city council and public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;
- (7) 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;
- (8) To act as the purchasing agent of the city;
- (9) 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;
- (10) To keep the mayor and city council fully advised as to the future needs of the city, and make such recommendations to the mayor and city council concerning the affairs of the city as he ~~or she~~ deems desirable; and
- (11) To perform other such duties as are specified in this Charter or as may be required by the mayor and 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~~. City 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 ~~mayor and city~~ council may remove the city manager from office in accordance with the following procedures:

- (1) The city council shall adopt by ~~four 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 ~~mayor and 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 ~~mayor and 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 final resolution for removal, which may be made effective immediately, by an affirmative vote of ~~four a majority of all of~~ 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.

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

[Rationale: Cosmetic changes only.]

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

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Sec. 2.3~~45~~. Acting city manager.

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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.

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

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

ARTICLE III. EXECUTIVE BRANCH

Sec. 3.10. Administrative and service departments.

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- (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 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, t~~The department heads and other appointed officers of the city shall serve at the pleasure of the ~~-city manager~~ mayor and city council. Vacancies occurring in an appointive office shall be filled in the same manner as prescribed by this Charter for an original appointment.

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

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~~(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 except the city attorney and city auditor. A reference to compensation of officers and department heads is unnecessary.]

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(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 ~~mayor and 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 ~~mayor and 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 ~~mayor and 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 council ~~members~~) 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~~ clerk.

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.

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(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.~~

~~(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 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 ~~and~~ ~~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.

Sec. 3.145. City accountant.

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

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Sec. 3.16. City auditor.

The city auditor shall be appointed by the mayor and council.~~The city manager shall contract with confirmation of the city council an outside firm to perform the duties of a city auditor.~~

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

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Sec. 3.157. Human resources.

- (a) Human resources ~~department manager~~. The ~~city manager shall appoint a~~ human resources ~~department 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 ~~department 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 ~~mayor and 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 ~~mayor and city~~ council shall not increase or decrease the salary 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 ~~mayor and 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

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(5) Such other personnel notices s 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)

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Sec. 3.168. Appointment of elected officials.

No person holding an electedive 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).]*

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(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 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 laws subsequently enacted amendatory thereof.

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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 ~~mayor and 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.

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.]*

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.

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- (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 ~~thesaid~~ 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~~ 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 ~~thesaid~~ 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~~ 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 (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 Superior 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 mayor and 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 mayor and 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 the 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.

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," codified as 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 mayor and 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~~ mayor and city council, ~~by ordinance, may shall~~ 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 mayor and council must comply, by ordinance or otherwise, with the state election code, and this section was modified to remove any perceived "discretion" of the mayor and 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 council ~~members~~ 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," codified as 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.

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In the event that the office of the mayor or any councilmember shall become vacant for any cause whatsoever, the mayor and 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~~ 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," codified as O.C.G.A. § 21-2-1 et seq.), as now or hereafter amended.

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[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)

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Sec. 5.15. Grounds for removal.

(a) The mayor ~~or and~~ 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 felony, in accordance with the "Public Officers and Employees Code", codified as O.C.G.A. §45-5-6.1(c);

(3) Conviction of a crime involving moral turpitude;

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~~(4)~~ Failure at any time to possess any qualifications of office as provided by this Charter or by law;

~~(5)~~ Willful violation of any ~~express~~ prohibition of this Charter; [The word "express" is unnecessary,]

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~~(6)~~ Abandonment of office or neglect to perform the duties thereof; or

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(76) 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 the affirmative vote of four members two-thirds (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 ~~Superior Court of Gwinnett County~~ following a hearing on a complaint seeking such removal brought by any resident of the City of Norcross, Georgia.

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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 ~~mayor and 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

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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 ~~mayor and city~~ council in ~~their~~ discretion.

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

The ~~mayor and city~~ council, by ordinance, 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 ~~mayor and 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.

Sec. 6.13. Occupational and business taxes.

The ~~mayor and city~~ council, by ordinance, 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 ~~mayor and city~~ council may classify businesses, occupations, professions or callings for the purpose of such taxation in any way which may be lawful and may compel the payment of such taxes as provided in section 6.1~~8~~9 of this Charter.

Sec. 6.14. Licenses; permits; fees.

The ~~mayor and city~~ council, by ordinance, shall have the power to require any individuals or corporations who transact~~s~~ business in this city or who practice~~s~~ or offer~~s~~ 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 mayor and 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

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cost to the city of regulating the activity and, if unpaid, shall be collected as provided in section 6.19 of this Charter. The ~~mayor and~~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.]*

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. Sanitation~~ry~~ and health service charges.

The ~~mayor and~~city council, by ordinance, shall have authority to provide for, to enforce, to levy and to collect the total costs of sanitation~~ry~~ 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 sanitation~~ry~~ taxes or fees in such amount, or amounts, and based upon and in accordance with such classification of property and sanitation~~ry~~ service or services provided, as may be fixed by ordinance. Said sanitation~~ry~~ 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 6.1~~89~~ of this Charter.

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Sec. 6.1~~67~~. Special assessments.

The ~~mayor and~~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 ~~maximum annual percentage~~ penalty ~~allowed by Georgia law of 10 percent~~ and shall thereafter be subject to interest at the ~~maximum annual percentage~~ rate ~~allowed by Georgia law 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~~s~~ and under the same remedies as a lien for city property taxes as provided in section 6.1~~89~~ of this Charter.

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Sec. 6.1~~78~~. 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 shall not be construed as limiting in any way the general powers of the~~is~~ city to govern its local affairs.

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Sec. 6.1~~89~~. Collection of delinquent taxes and fees.

The ~~mayor and~~city council, by ordinance, may provide for the collection of delinquent taxes, fees, or other revenues due the city under Sections 6.10 through 6.1~~78~~ of this Charter by fieri facias issued by the ~~General Government Administration Finance Department~~ and executed by any police officer of the city ~~or the city marshal~~, under the same procedure~~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 ~~mayor and~~city council shall be authorized to impose an interest penalty upon delinquent tax payments to the

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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 ~~mayor and 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)

Sec. 6.1920. Transfer of executions.

The ~~Finance general government administration d 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 accordance 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)

Sec. 6.201. General obligation bonds.

The ~~mayor and 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.

Sec. 6.212. Revenue bonds.

Revenue bonds may be issued by the ~~mayor and 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. 6.2~~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. 6.2~~34~~. Fiscal year.

The ~~mayor and 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 authority,~~ and activity of the city government, unless otherwise provided by state or federal law.

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Sec. 6.2~~45~~. Preparation of budgets.

The ~~mayor and 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. 6.2~~56~~. Submission of the operating budget to the city council.

On or before a date fixed by the ~~mayor and 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 ~~mayor and 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 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.

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

Sec. 6.267. Action by city council on operating budget.

- (a) The mayor and 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 mayor and city council, by ordinance, shall adopt the final operating budget for the ensuing year not later than the last day of the current fiscal year. If the mayor and 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 mayor and 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 mayor and city council.
- (d) The mayor and 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 the said budget. The tax millage rate levied by the mayor and 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)

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Sec. 6.278. Changes in appropriations.

The mayor and 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.

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Sec. 6.289. Capital improvements budget.

- (a) On or before a date fixed by the mayor and 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 mayor and city council a proposed capital improvements budget with recommendations as to the means of financing the improvements proposed for the ensuing fiscal year. The mayor and 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 mayor and 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 mayor and 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.

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

Sec. 6.2930. 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

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~~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. 6.301. Procurement and property management; contracting procedures.

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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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~~All contracts shall be made or authorized by the city council and no contracts shall bind the city unless:~~

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~~(1) It is in writing;~~

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~~(2) 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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Sec. 6.312. Centralized purchasing.

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

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Sec. 6.323. Sale of city property.

(a) The ~~mayor and 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.

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(b) The ~~mayor and city~~ council may quitclaim any rights it may have in real property ~~not needed for public purposes upon report by the mayor and~~ adoption of a resolution by the ~~mayor and 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 mayor and 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)

ARTICLE VII. MUNICIPAL SERVICES AND REGULATORY FUNCTIONS

Sec. 7.10. Municipal services; streets.

The mayor and 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 mayor and 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.

Sec. 7.11. Municipal utilities.

The mayor and city council shall have the power and authority to acquire, own, hold, build, maintain and operate a system of water works, stormwater, electricity lights, gas, communications, 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 ~~mayor and 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 ~~withininside~~ and outside the corporate limits. The ~~mayor and city~~ council may provide by ordinances 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 ~~mayor and 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 create a lien on the property connected with said water and sewerage system from the date of the order or connection.

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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~~

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~~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.]~~

Sec. 7.145. Franchises.

The ~~mayor and city~~ council shall have the authority to exercise control over the streets of the city. The power is conferred upon the ~~mayor and city~~ council to grant franchises for the use of the ~~city's~~ city's streets and alleys, for the purposes of railroads, street railways, telephone companies, electric companies, cable television companies ~~and other communications 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 ~~mayor and~~ 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 ~~mayor and~~ council shall provide for the registration of all franchises with the city clerk in the registration book kept by ~~the city clerk or him~~. The ~~mayor and city~~ council may provide by ordinance for the registration within a reasonable time of all franchises previously granted.

Sec. 7.156. Building, housing, electrical and plumbing regulations.

The ~~mayor and 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 ~~mayor and~~ council, be exercised by adoption of any such standard building, housing, gas, heating and air conditioning, electrical, and plumbing codes ~~and all other codes as required by the Department of Community Affairs, and any amendments thereto may be deemed proper~~. The

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~~mayor and 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 mayor and council~~ may ~~also~~ require the obtaining of a permit as a condition precedent to any construction, building, electrical or plumbing work. The ~~mayor and city~~ council may enact all ordinances necessary to enforce such rules and regulations.

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ARTICLE VIII. ZONING

Sec. 8.10. Zoning board.

The mayor ~~and shall recommend and the city~~ council shall appoint a planning and zoning board and the ~~mayor and city~~ council shall adopt ordinances and regulations for the administration thereof. The zoning board shall be advisory in nature and must ~~review~~ all matters before them in full recognition of the criteria set forth in the City of Norcross ~~(hereafter the "city")~~ -land use plan.

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Sec. 8.11. Zoning board of appeals.

The mayor ~~and 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 elect~~edive~~ and appoint~~edive~~, shall execute such surety or fidelity bonds in the amounts and upon such terms and conditions as the ~~mayor and 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 ~~mayor and city~~ council. To the extent the Code of the City of Norcross conflicts with this Charter, the Charter shall control. Existing rules

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and regulations of departments, offices or authorities ~~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. Existing personnel and officers.~~

~~Except as specifically provided otherwise by this Charter, all 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, rights, privileges and powers 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. 9.1~~46~~. 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. 9.1~~57~~. 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. 9.1~~68~~. General repealer.

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

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PART I - CHARTER AND RELATED LAWS
Subpart B RELATED LAWS

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 (hereafter the "city") 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) ~~Homestead exemptions from ad valorem shall be allowed and granted as required by city ordinance. Each resident of the City of Norcross 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 the amount of \$9,000.00 of the value of the homestead owned and occupied by said resident within the 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 by~~ 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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PART I CHARTER AND RELATED LAWS

Subpart A CHARTER¹

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.

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 purposes 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:

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.

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 Run 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 Run 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.

- (l) 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.

Sec. 1.13. Powers and construction.

- (a) In addition to all other powers herein granted, 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. This city shall have all the powers of self-government not otherwise prohibited by this Charter or by general law.
- (b) The powers of this 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) "Appointed officer" where used in this Charter shall mean all administrative officers, including the city clerk, city treasurer, city attorney, city accountant and 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 vote on all matters in the event of a tie.
 - (3) "Department head," where used herein, shall be synonymous with department directors.

(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, to be exercised by the mayor and city council, shall include, but not be limited to, the following:

- (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 ordinance or lawful order; to provide for 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 this 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, inside or outside the corporate limits of the city, for present or future use and for any corporate purpose deemed necessary by the governing authority, 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 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 charge, tax or fee 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;
- (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 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 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 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 public improvements;
- (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 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 officers, agencies or employees shall be carried into execution as provided by this Charter. If this Charter makes no provision, such powers, functions, rights, privileges and immunities shall be carried into execution as provided by ordinance 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.

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 article V of this Charter.

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

- (a) The three members of the city council who were elected to such offices in 2018 and any person selected to fill a vacancy in any such office shall serve out their initial terms of office which shall expire at the first organizational meeting held in January, 2021, 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 are elected to such offices in 2019 and any person selected to fill a vacancy in any such office shall serve for an initial term of office of two years which shall expire at the first organizational meeting held in January, 2022, 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 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, 2021, 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.
- (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.

(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 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 city council or those remaining shall appoint a successor for the duration of the suspension. 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 article V of this Charter.

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.

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

- (a) No elected officer, appointed officer, employee, or member of a board, commission or authority of the city or any agency or political entity to which this Charter applies shall knowingly:
- (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 this 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 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;
 - (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 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 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 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 said contract or sale voidable at the option of the city council.
- (e) Except as authorized by law, neither the mayor nor any councilmember shall hold any other elective or compensated appointed office in the city or otherwise be employed by said government or any agency thereof during the term for which he was elected. No former mayor and no former councilmember shall hold any employed position in the city until one (1) year after the expiration of the term for which he was elected.
- (f) (1) No department director, department head, or employee of 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 authority 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 members 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.
- (ii) An appointed member of any board, commission or authority of the City that is elected to public office in the City 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 appointed member of any board, commission or authority of the City qualifies for nomination or election to public office in the City 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 official may continue in their appointed position as a non-voting member. During this time said 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 authority.
- (iv) An appointed member of any board, commission or authority of the City that is unsuccessful in his or her candidacy for election to public office in the City of Norcross or for the Gwinnett County Board of Commissioners shall resume 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 said board, commission or authority fully restored upon the successful candidate being sworn in to such public office.
- (v) An appointed member of any board, commission or authority of the City shall be and is permitted to continue in such position 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.
- (4) Elected officials in the City of Norcross (i.e., the Mayor and Councilmembers) shall be permitted to continue the balance of their term for which they were elected after qualifying as a candidate for nomination or election to any other elective public office (including but not limited to a 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 more than 30 days prior to the expiration of such official's present term of office.

- (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.
 - (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.
- (g) (1) Any elected officer, appointed officer, employee, or member of a board, commission or authority of the city who knowingly conceals such financial interest or knowingly violates any of the 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.
- (2) Any elected officer, appointed officer, employee, or member of a board, commission or 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)

Sec. 2.15. Inquiries and investigations.

The mayor and city council 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 ordinance.

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, as provided by article 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 City of Norcross, Georgia, and may enforce such ordinances by imposing penalties for violation thereof.
- (c) The council may by ordinance create, change, alter, abolish or consolidate offices, agencies and departments of the city and may assign additional functions to any of the offices, agencies and departments expressly provided for by this Charter.

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, education, recreational and sport institutions, agencies and facilities and any other public improvement 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.

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.

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 meeting. 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.

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

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

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 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.

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.

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 shall establish. 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.

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 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 ordinance shall be construed to include copies of any code of technical regulations, as well as the adopting ordinance; 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.
- (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 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 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.

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.

(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 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.

(1997 Ga. Laws, page 3517, § 3)

Sec. 2.30. 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 that person's executive and administrative qualifications, including relevant experience.

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

Sec. 2.31. 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:

- (1) To appoint and, when he or she deems it necessary for the good of the city, suspend or remove all city employees 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 officer's department, office, or agency;
- (2) To direct and supervise the administration of all departments, offices, and agencies of the city, except as otherwise provided by this Charter or by law;
- (3) To attend all city council meetings and have the right to take part in discussion, but the city manager may not vote;
- (4) 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;
- (5) 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;
- (6) 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;
- (7) 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;

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- (8) To act as the purchasing agent of the city;
 - (9) 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;
 - (10) 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
 - (11) 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. 2.32. 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)

Sec. 2.33. 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)

Sec. 2.34. 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 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 of removal.

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

Sec. 2.35. 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 or his or her disability shall cease.

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

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 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 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 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 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, the department heads and other appointed officers of the city shall serve at the pleasure of the mayor and city council. 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.

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

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.

(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.

(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 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.

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.

(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 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 two years after the expiration of his or her term of office.

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

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, which shall have jurisdiction and authority to try offenses against the laws and ordinances of said 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.

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.

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

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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, and any bond as may be required to secure the costs of appeal to the Superior Court of Gwinnett County, Georgia, 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 Superior Court of Gwinnett County under the laws of the State of Georgia regulating the granting and issuance of writs of certiorari.

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 toto 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.

PART I - CHARTER AND RELATED LAWS
Subpart A - CHARTER
ARTICLE V. ELECTIONS

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)

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)

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 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," O.C.G.A. § 21-2-1 et seq., as now or hereafter amended.

(Ord. No. 17-2018 , § II, 12-3-2018)

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)

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.

(Ord. No. 17-2018 , § II, 12-3-2018)

Sec. 5.15. Grounds for removal.

- (a) The mayor and 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;
 - (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 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. Such appeal shall be governed by the same rules as govern appeals to the superior court from the probate court;
 - (2) By an order of the Superior Court of Gwinnett County following a hearing on a complaint seeking such removal brought by any resident of the City of Norcross, Georgia.

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. 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 maximum, general operation millage rate will be 15 mills.

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.

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

The city council by ordinance 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.

Sec. 6.13. Occupational and business taxes.

The city council by ordinance 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 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 individuals or corporations who transact business in this city or who practice or offer to practice any profession or calling therein to 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. 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.

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.

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 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.

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.

Sec. 6.18. Construction; other taxes.

This 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 shall not be construed as limiting in any way the general powers of this 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 and executed by any police officer of the city or the city marshal under the same procedure 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)

Sec. 6.20. Transfer of executions.

The general government 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 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)

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.

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.

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.

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.

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.

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 statement of the general fiscal policies of the city, the important features of the budget, 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 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 said budget. The tax millage rate levied by 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 program and proposed means of financing. 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. 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)

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.

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

All contracts shall be made or authorized by the city council and no contracts shall bind the city unless:

- (1) It is in writing;
- (2) 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
- (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.

Sec. 6.32. Centralized purchasing.

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

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 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)

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.

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, sewerage systems; to establish rates and charge fees for services rendered in any of said systems; to finance any of said systems through appropriate bond issues in accordance with the laws of Georgia; to exercise the power of eminent domain in regard to any of said systems, both inside and outside the corporate limits; and to contract to furnish the services of said systems to consumers outside the corporate limits of the city.

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 said 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 for reasonable connection fees for tapping on to the water and sewer lines of said city and may compel citizens to tap into the same when such services are made available. They 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 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.

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.

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 this 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, laying of pipes, lines or conduits both above and below the ground surface. The

council shall determine the duration, provisions, terms, 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 council shall provide for the registration of all franchises with the city clerk in the registration book kept by 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 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 engage the necessary personnel to enforce such rules and regulations as adopted and to charge reasonable fees for inspections and permits; and may 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 view all matters before them in full recognition of the criteria set forth in the City of Norcross 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 zoning rules and regulations.

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.

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 until they have been repealed or amended.

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, the masculine shall include the feminine, and vice versa.

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.

Sec. 9.14. Existing personnel and officers.

Except as specifically provided otherwise by this Charter, all 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, rights, privileges and powers as may be required or desired to allow a reasonable transition.

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.

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.

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.

Sec. 9.18. General repealer.

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

Subpart B RELATED LAWS

PART I - CHARTER AND RELATED LAWS
Subpart B - RELATED LAWS
ARTICLE II. HOMESTEAD EXEMPTION FROM AD VALOREM TAXATION

ARTICLE II. HOMESTEAD EXEMPTION FROM AD VALOREM TAXATION²

Sec. 1. Statutory authorization.

The following legislation pertaining to homestead exemptions in the City of Norcross is enacted pursuant to article VII, section II, 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 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 the amount of \$9,000.00 of the value of the homestead owned and occupied by said resident within the 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 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 amount of \$18,000.00 of the value of the homestead owned and occupied by said resident within the 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.

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.



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 Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-6939	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Acceptance of the Agenda & Approval of Consent Agenda		

Sponsors:

Code Sections:

Title

Acceptance of the Agenda & Approval of Consent Agenda

Motion

A motion to Accept of the Agenda & 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 #:	24-6941	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Proclamation Honoring Richard Kohlhausen		

Sponsors:

Code Sections:

Attachments:

1. [Proclamation for Richard Kohlhausen](#)

Title
Proclamation Honoring Richard Kohlhausen

Presenter
Mayor Craig Newton

Proclamation

*The City of Norcross, Georgia
In Memory of*

Mr. Richard Lynn Kohlhausen

WHEREAS, on behalf of the City of Norcross, we wish to extend our sincere condolences over the passing of Mr. Richard Kohlhausen, and we honor his memory by reflecting on his life and commitment to the community; and

WHEREAS, born on August 13, 1946, and raised in West Virginia, Richard Kohlhausen was given the nickname Grit when he moved north and attended NYU, graduating as a chemical engineer and later earning his MBA from Iona University in New York City; and

WHEREAS, Mr. Kohlhausen worked many years as a chemical engineer at Clairol and Hexagon Laboratories before embarking on a successful entrepreneurial, opening an insurance brokerage company with others in White Plains, New York, and then opening Capitol Risk Management in Rockland County, New York on his own; and

WHEREAS, Mr. Kohlhausen was a volunteer facilitator at the Gould Academy in Union Square, New York’s Workshop in Business Opportunities (WIBO) a private non-profit organization committed to economic development through training and the support of entrepreneurs; and

WHEREAS, from 2012-2023, Richard served as the chair for Montefiore Nyack Hospital board of trustees, where he oversaw the Hospital's affiliation with the Montefiore Health System and provided direct input on the Hospital's Transformation Project, which included the construction of a brand-new state-of-the-art Emergency Department, Cardiac Catheterization lab, Cardiopulmonary Rehabilitation Center, Ambulatory Surgery Center, and the LGBTQ+ Community Clinic; and

WHEREAS, Mr. Kohlhausen’s love of family preceded all else, and his life was dedicated to the best interests of his loving wife, Barbara Ann Kohlhausen, and two daughters, Dr. Kimberly Ann Kohlhausen and Krista Ann (Kohlhausen) deKryger; and

WHEREAS, besides his community involvement, Mr. Kohlhausen loved golf, traveling to Ireland with his wife, and walking the town of Norcross where he and Barbara moved from Rockland County, New York to be closer to his youngest daughter and her family; and

WHEREAS, Mr. Kohlhausen cared about each community for which he lived, and was a notably active member of the Norcross Community, serving on the Planning and Zoning Board since 2021; and

WHEREAS, Mr. Kohlhausen leaves behind a legacy of volunteerism, leadership, and love and he will be deeply missed both professionally and as a friend.

NOW, THEREFORE, We, the Mayor and Council of the City of Norcross, Georgia, in memory of Mr. Richard Kohlhausen, do hereby express our deep appreciation for his dedication to the progress of this community and extend to his family our sincere sympathy upon his passing.

Craig Newton, Mayor

Attachment: Proclamation for Richard Kohlhausen (24-6941 : Proclamation Honoring Richard Kohlhausen)



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 Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-6934	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Comprehensive Plan Update		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report- Comprehensive Plan Update - March Reg](#)
2. [Norcross CP 2024 Resolution](#)
3. [Norcross 2045 Comprehensive Plan - Report](#)
4. [Norcross 2045 Comprehensive Plan - Technical Addendum](#)

Title

Comprehensive Plan Update

Drafter

William Corbin and Jim Summerbell

Motion

A motion to Approve/Deny a resolution to adopt the Norcross “Imagine Our Future” 2045 Comprehensive Plan.



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

Agenda Report

To: Mayor and Council

From: William Corbin, Interim Community Development & Planning Director

Meeting Date: March 4, 2024 – Mayor and Council

Item No.: 24-6934

Title: Comprehensive Plan Update

CC: Eric Johnson, City Manager

Recommendation

Approve a resolution to adopt the Norcross “Imagine Our Future” 2045 Comprehensive Plan.

Background

The City of Norcross is nearing completion of updating its Comprehensive Plan. Per Georgia Department of Community Affairs (DCA) guidelines, the City conducted a state-required public hearing on January 2.

Additionally, Community Development staff has shared the draft Plan with Mayor & Council at their February 19 Policy Work Session as well as the Steering Committee, with the goal of allowing the opportunity to provide comments, questions or concerns.

The comments, questions and concerns that were received have been addressed in this final draft version of the Comprehensive Plan, and it has been shared with the Atlanta Regional Commission (ARC) for their final approval. A summary of the notable changes follows:

- Record of Accomplishments in Technical Addendum reformatted to clearly indicate project status (completed, ongoing, postponed, or no longer relevant)
- Additional notes in the Community Work Plan that indicate where ongoing projects can be found
- Notes explaining why a past Community Work Plan project is no longer being considered
- Adjusted cost estimates to reflect city contributions to transportation projects
- Larger, more expensive projects, such as the Buford Highway Improved Streetscape, have been split out in phases, and the plan calls for just Preliminary Engineering in the next five years to determine full scope and cost.
- Existing Land Use Map (Figure 3.5) and Housing Map (Figure 3.9) updated to reflect correct location of The Perry multifamily development
- Future Transportation Projects (Figure 3.8) updated to match LCI recommendations
- Quality of Life Map (Figure 3.12) revised to reflect both Local and National Historic Districts
- Deleted reference to “creation of Sheffield Forest historic district” under Implementation
- Measures section of South Norcross Neighborhoods (Character Area 11)

Financial Impact

\$75,000 (Existing Allocation)

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

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Increases Opportunities for Travel via Different Modes within and Outside the Community
4. Maintains a Vibrant Economy and Continue to Facilitate Job Growth
5. Ensures that Norcross Residents have a Variety of Attainable, Quality Housing Options
6. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

Norcross CP 2024 Resolution

Norcross 2045 Comprehensive Plan - Report

Norcross 2045 Comprehensive Plan - Technical Addendum

Update

N/A

RESOLUTION
To Adopt the Norcross “Imagine Our Future” 2045 Comprehensive Plan

WHEREAS, the City of Norcross Mayor and City Council has completed the 2045 Comprehensive Plan document and the 2045 Technical Addendum as part of the 20-year Comprehensive Plan update.

WHEREAS, these documents were prepared according to the Standards and Procedures for Local Comprehensive Planning and established by the Georgia Planning Act of 1989, and held the required public hearing on March 4, 2024.

WHEREAS, the documents have been reviewed by the Atlanta Regional Commission and the Georgia Department of Community Affairs and determined to meet the Local Planning Requirements.

BE IT THEREFORE RESOLVED, that the City of Norcross Mayor and City Council certified that the minimum public participation and other procedural requirements, as identified in the Standards and Procedures for Local Comprehensive Planning, have been met and exceeded in preparing this draft document of the 20-year Comprehensive Plan Update; and

BE IT FURTHER RESOLVED, that the Council hereby adopts the Norcross “Imagine Our Future” 2045 Comprehensive Plan.

IN WITNESS WHERE OF, I have hereunto set my hand and caused this seal to be affixed on this 4th day of March, 2024.

Craig Newton, Mayor

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 Phillip

City of Norcross

Legislation Details (With Details)

File #:	23-6876	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Review and Revision of Charter Language		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Review and Revision of Charter Language](#)
2. [Current Charter - Norcross, Georgia](#)
3. [Charter Revisions Version 6 \(REDLINE VERSION\)](#)
4. [Charter Revisions Version 6 \(CLEAN VERSION\)](#)
5. [Charter Amendments - Draft Resolution for Adoption](#)
6. [Notice of Proposed Charter Amendments](#)

Title
Review and Revision of Charter Language

Drafter
Mayor and Council

Motion

A motion to amend Part I – CHARTER AND RELATED LAWS of the Norcross, Georgia Code of Ordinances with the following enacting clause:

The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that Part I – CHARTER AND RELATED LAWS of the City Charter for the City of Norcross, shall be amended by ordinance after compliance with the procedure set forth in O.C.G.A. § 36-35-3 (b)(1) as more particularly set forth below.



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

Agenda Report

To: Mayor and Council
From: Councilmember Andrew Hixson
Date: March 4, 2024 – Mayor and Council
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

Current Charter - Norcross, Georgia

Charter Revisions Version 6 (REDLINE VERSION)

Charter Revisions Version 6 (CLEAN VERSION)

Resolution to Amend Charter

Notice of intent to Amend Article V of the Norcross City Charter by Ordinance

Update

PART I CHARTER AND RELATED LAWS

Subpart A CHARTER¹

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.

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 purposes 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:

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.

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 Run 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 Run 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.

- (l) 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.

Sec. 1.13. Powers and construction.

- (a) In addition to all other powers herein granted, 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. This city shall have all the powers of self-government not otherwise prohibited by this Charter or by general law.
- (b) The powers of this 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) "Appointed officer" where used in this Charter shall mean all administrative officers, including the city clerk, city treasurer, city attorney, city accountant and 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 vote on all matters in the event of a tie.
 - (3) "Department head," where used herein, shall be synonymous with department directors.

(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, to be exercised by the mayor and city council, shall include, but not be limited to, the following:

- (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 ordinance or lawful order; to provide for 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 this 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, inside or outside the corporate limits of the city, for present or future use and for any corporate purpose deemed necessary by the governing authority, 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 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 charge, tax or fee 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;
- (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 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 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 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 public improvements;
- (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 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 officers, agencies or employees shall be carried into execution as provided by this Charter. If this Charter makes no provision, such powers, functions, rights, privileges and immunities shall be carried into execution as provided by ordinance 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.

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 article V of this Charter.

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

- (a) The three members of the city council who were elected to such offices in 2018 and any person selected to fill a vacancy in any such office shall serve out their initial terms of office which shall expire at the first organizational meeting held in January, 2021, 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 are elected to such offices in 2019 and any person selected to fill a vacancy in any such office shall serve for an initial term of office of two years which shall expire at the first organizational meeting held in January, 2022, 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 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, 2021, 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.
- (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.

(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 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 city council or those remaining shall appoint a successor for the duration of the suspension. 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 article V of this Charter.

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.

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

- (a) No elected officer, appointed officer, employee, or member of a board, commission or authority of the city or any agency or political entity to which this Charter applies shall knowingly:
- (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 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;
 - (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 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 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 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 said contract or sale voidable at the option of the city council.
- (e) Except as authorized by law, neither the mayor nor any councilmember shall hold any other elective or compensated appointed office in the city or otherwise be employed by said government or any agency thereof during the term for which he was elected. No former mayor and no former councilmember shall hold any employed position in the city until one (1) year after the expiration of the term for which he was elected.
- (f) (1) No department director, department head, or employee of 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 authority 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 members 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.
- (ii) An appointed member of any board, commission or authority of the City that is elected to public office in the City 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 appointed member of any board, commission or authority of the City qualifies for nomination or election to public office in the City 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 official may continue in their appointed position as a non-voting member. During this time said 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 authority.
- (iv) An appointed member of any board, commission or authority of the City that is unsuccessful in his or her candidacy for election to public office in the City of Norcross or for the Gwinnett County Board of Commissioners shall resume 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 said board, commission or authority fully restored upon the successful candidate being sworn in to such public office.
- (v) An appointed member of any board, commission or authority of the City shall be and is permitted to continue in such position 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.
- (4) Elected officials in the City of Norcross (i.e., the Mayor and Councilmembers) shall be permitted to continue the balance of their term for which they were elected after qualifying as a candidate for nomination or election to any other elective public office (including but not limited to a 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 more than 30 days prior to the expiration of such official's present term of office.

- (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.
- (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.
- (g) (1) Any elected officer, appointed officer, employee, or member of a board, commission or authority of the city who knowingly conceals such financial interest or knowingly violates any of the 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.
- (2) Any elected officer, appointed officer, employee, or member of a board, commission or 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)

Sec. 2.15. Inquiries and investigations.

The mayor and city council 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 ordinance.

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, as provided by article 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 City of Norcross, Georgia, and may enforce such ordinances by imposing penalties for violation thereof.
- (c) The council may by ordinance create, change, alter, abolish or consolidate offices, agencies and departments of the city and may assign additional functions to any of the offices, agencies and departments expressly provided for by this Charter.

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, education, recreational and sport institutions, agencies and facilities and any other public improvement 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.

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.

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 meeting. 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.

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

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

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 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.

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.

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 shall establish. 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.

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 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 ordinance shall be construed to include copies of any code of technical regulations, as well as the adopting ordinance; 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.
- (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 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 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.

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.

(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 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.

(1997 Ga. Laws, page 3517, § 3)

Sec. 2.30. 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 that person's executive and administrative qualifications, including relevant experience.

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

Sec. 2.31. 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:

- (1) To appoint and, when he or she deems it necessary for the good of the city, suspend or remove all city employees 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 officer's department, office, or agency;
- (2) To direct and supervise the administration of all departments, offices, and agencies of the city, except as otherwise provided by this Charter or by law;
- (3) To attend all city council meetings and have the right to take part in discussion, but the city manager may not vote;
- (4) 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;
- (5) 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;
- (6) 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;
- (7) 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;

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- (8) To act as the purchasing agent of the city;
 - (9) 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;
 - (10) 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
 - (11) 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. 2.32. 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)

Sec. 2.33. 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)

Sec. 2.34. 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 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 of removal.

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

Sec. 2.35. 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 or his or her disability shall cease.

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

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 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 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 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 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, the department heads and other appointed officers of the city shall serve at the pleasure of the mayor and city council. 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.

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

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.

(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.

(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 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.

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.

(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 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 two years after the expiration of his or her term of office.

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

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, which shall have jurisdiction and authority to try offenses against the laws and ordinances of said 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.

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.

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

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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, and any bond as may be required to secure the costs of appeal to the Superior Court of Gwinnett County, Georgia, 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 Superior Court of Gwinnett County under the laws of the State of Georgia regulating the granting and issuance of writs of certiorari.

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 toto 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.

PART I - CHARTER AND RELATED LAWS
Subpart A - CHARTER
ARTICLE V. ELECTIONS

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)

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)

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 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," O.C.G.A. § 21-2-1 et seq., as now or hereafter amended.

(Ord. No. 17-2018 , § II, 12-3-2018)

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)

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.

(Ord. No. 17-2018 , § II, 12-3-2018)

Sec. 5.15. Grounds for removal.

- (a) The mayor and 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;
 - (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 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. Such appeal shall be governed by the same rules as govern appeals to the superior court from the probate court;
 - (2) By an order of the Superior Court of Gwinnett County following a hearing on a complaint seeking such removal brought by any resident of the City of Norcross, Georgia.

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. 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 maximum, general operation millage rate will be 15 mills.

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.

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

The city council by ordinance 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.

Sec. 6.13. Occupational and business taxes.

The city council by ordinance 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 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 individuals or corporations who transact business in this city or who practice or offer to practice any profession or calling therein to 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. 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.

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.

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 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.

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.

Sec. 6.18. Construction; other taxes.

This 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 shall not be construed as limiting in any way the general powers of this 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 and executed by any police officer of the city or the city marshal under the same procedure 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)

Sec. 6.20. Transfer of executions.

The general government 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 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)

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.

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.

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.

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.

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.

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 statement of the general fiscal policies of the city, the important features of the budget, 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 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 said budget. The tax millage rate levied by 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 program and proposed means of financing. 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. 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)

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.

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

All contracts shall be made or authorized by the city council and no contracts shall bind the city unless:

- (1) It is in writing;
- (2) 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
- (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.

Sec. 6.32. Centralized purchasing.

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

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 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)

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.

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, sewerage systems; to establish rates and charge fees for services rendered in any of said systems; to finance any of said systems through appropriate bond issues in accordance with the laws of Georgia; to exercise the power of eminent domain in regard to any of said systems, both inside and outside the corporate limits; and to contract to furnish the services of said systems to consumers outside the corporate limits of the city.

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 said 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 for reasonable connection fees for tapping on to the water and sewer lines of said city and may compel citizens to tap into the same when such services are made available. They 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 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.

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.

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 this 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, laying of pipes, lines or conduits both above and below the ground surface. The

council shall determine the duration, provisions, terms, 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 council shall provide for the registration of all franchises with the city clerk in the registration book kept by 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 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 engage the necessary personnel to enforce such rules and regulations as adopted and to charge reasonable fees for inspections and permits; and may 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 view all matters before them in full recognition of the criteria set forth in the City of Norcross 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 zoning rules and regulations.

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.

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 until they have been repealed or amended.

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, the masculine shall include the feminine, and vice versa.

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.

Sec. 9.14. Existing personnel and officers.

Except as specifically provided otherwise by this Charter, all 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, rights, privileges and powers as may be required or desired to allow a reasonable transition.

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.

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.

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.

Sec. 9.18. General repealer.

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

Subpart B RELATED LAWS

PART I - CHARTER AND RELATED LAWS
Subpart B - RELATED LAWS
ARTICLE II. HOMESTEAD EXEMPTION FROM AD VALOREM TAXATION

ARTICLE II. HOMESTEAD EXEMPTION FROM AD VALOREM TAXATION²

Sec. 1. Statutory authorization.

The following legislation pertaining to homestead exemptions in the City of Norcross is enacted pursuant to article VII, section II, 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 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 the amount of \$9,000.00 of the value of the homestead owned and occupied by said resident within the 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 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 amount of \$18,000.00 of the value of the homestead owned and occupied by said resident within the 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.

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.

**PART I
CHARTER AND RELATED LAWS**

Subpart A CHARTER¹

VERSION 6 TRACKED COMMENTS

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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.

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) "~~Mayor and council~~ Appointed officer" where used in this Charter shall mean all administrative officers, including the ~~city manager, city clerk, city treasurer,~~ city attorney, ~~city auditor, accountant, chief judge, associate judge, and solicitor-city engineer.~~ Such term shall not include members of boards, commissions or authorities.
- (2) "~~Mayor and 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 vote on all matters in the event of a tie.~~
- (3) "~~Mayor~~", where used herein, shall mean the elected head of the City of Norcross.

(4)

"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 the mayor and city council. Also, establish the definitions of "city manager" and "mayor" 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:

- (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

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of same if in violation of any city ordinance or lawful order; to provide for 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/or~~ 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 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 servicespublic 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, authorities~~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

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provided by ordinance 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 in 2018 and any person selected to fill a vacancy in any such office shall serve out their initial terms of office which shall expire at the first organizational meeting held in January, 2021, 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 are elected to such offices in 2019 and any person selected to fill a vacancy in any such office shall serve for an initial term of office of two years which shall expire at the first organizational meeting held in January, 2022, 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 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, 2024⁴¹, 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.

~~(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; The term of offices has changed. Also, the stated 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 or remaining city council members or those remaining shall appoint a successor for the duration of the suspension. ~~If the suspension becomes permanent,~~

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then the office shall become vacant and shall be filled for the remainder of the unexpired term, if any, as provided for in Article V of this Charter.

Sec. 2.13. Compensation and expenses.

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

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

- (a) No elected officer, appointed officer, employee, or member of a board, commission or authority of the ~~City of Norcross~~ (hereafter the "city") or any ~~authority~~ agency or political entity to which this Charter applies shall knowingly:
- (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 ~~this~~ 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".]

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- (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 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 agency or 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 authority of the city or any agency or entity to which this Charter applies shall use property owned by the city or 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.

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- (e) ~~Except as authorized by law, neither the mayor and nor any councilmembers shall not~~ hold any other elective or compensated appointed office in the city or otherwise be employed by ~~the city said government~~ or any authority thereof during the term for which he was elected. No ~~current or former mayor and no~~ former ~~member of city council~~ member shall hold any ~~full-time or part-time~~ employment 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 a compensated (paid) city office during his term of office.]*
- (f) (1) No department director, department head, or employee of 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 authority 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.
- (ii) An appointed member of any board, commission or authority of the ~~City~~ that is elected to public office in the ~~City 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 appointed member of any board, commission or authority of the City qualifies for nomination or election to public office in the City of Norcross or for the Gwinnett County Board of Commissioners and the time that the successful~~

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candidate is sworn in to such public office, such appointed official may continue in their appointed position as a non-voting member. During this time said 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 authority.

(iv) An appointed member of any board, commission or authority of the City that is unsuccessful in his or her candidacy for election to public office in the City 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 said board, commission or authority fully restored upon the successful candidate being sworn in to such public office.

(iv) An appointed member of any board, commission or authority of the City shall be and is permitted to continue in such position 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.

(4) An ~~E~~lected officials ~~in of~~ the City of Norcross (hereafter the "city") (i.e., the Mayor and Councilmembers) shall be permitted to continue the balance of ~~his~~ ~~their~~ term for which ~~he was~~ ~~they were~~ elected after qualifying ~~as a candidate~~ for nomination or election to any other ~~elect~~ ~~edive~~ public office (including but not limited to an ~~different~~ ~~elect~~ ~~edive~~ office in the City of Norcross other than the present office held by such elected official), so long as the term of the ~~elect~~ ~~edive~~ 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*

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provisions of this section. Also, to simplify the language in this paragraph]

(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 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 and clarify the language of this subparagraph.]~~

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

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 ~~authority agency~~ thereof and for this purpose may subpoena witnesses, administer oaths, take testimony and require the production of evidence. Any

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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.

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

- (a) Except as otherwise provided by law or by this Charter, the mayor and city council shall be vested with all the powers of government of the City of Norcross, Georgia (hereafter the "city"), as provided by Article 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 ~~City of Norcross, Georgia~~, and may enforce such ordinances by imposing penalties for violation thereof.
- (c) The mayor and council may by ordinance create, change, alter, abolish or consolidate offices, ~~agencies~~, and departments of the city and may assign additional functions to any of the offices and ~~departments~~ agencies and departments expressly provided for by this Charter.

Sec. 2.17. Eminent domain.

The mayor and city council are 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 mayor and 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.

Sec. 2.19. Regular and special meetings.

- (a) The mayor and city council shall hold regular meetings at such times and places as prescribed by ordinance. The mayor and 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 mayor and 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 council members personally, or by telephone ~~personally~~, or shall be left at their residences at least 24 hours in advance of the special meeting. 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.

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- (c) All meetings of the ~~mayor and city~~ council shall be public to the extent required by law. The ~~mayor and 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 ~~mayor and 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 ~~subcommittees 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 ~~or subcommittee~~ at any time.

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

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

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 ~~of its proceedings~~, 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 established. 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 a meeting 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 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.

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Sec. 2.25. Codes of technical regulations.

~~[(a)]~~ The mayor and 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 city clerk pursuant to section 2.26 of this Charter.

(b) Copies of any adopted code of technical regulations shall be made available by the city 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 city clerk to the mayor within forty-eight (48) hours of adoption. [Rationale: To simplify the language in this subsection. Also, instead of requiring "prompt" presentation of 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 mayor and 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 mayor and 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

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appointed officers, departments, and authorities agencies of the city and made available for purchase by the public at a reasonable price as fixed by the mayor and city council.

- (c) The mayor and 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 mayor and 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 mayor and 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 mayor and 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 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)

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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) ~~(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)

Sec. 2.2930. The city manager; general powers.

The mayor and city~~or her~~ 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~~his~~ executive and administrative qualifications and including~~and~~ relevant experience.

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

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 mayor and 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:

- (1) To appoint and, when he ~~or she~~ deems it necessary for the good of the city, suspend or remove any all city employees ~~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 the ~~at~~ administrative officer's department, office, or ~~authority 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 ~~authorities agencies~~ of the city to ensure that the policies of the mayor and council are carried out, except as otherwise provided by this Charter or by law; *[Rationale: To further explain this duties 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 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;

- (5) 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

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among departments, shall require the approval of the city council. Such amendment shall be adopted by ordinance or resolution;

- (6) To submit to the city council at least quarterly a summary of the finances and administrative activities of the city, and to make available to the city council and public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;
- (7) 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;
- (8) To act as the purchasing agent of the city;
- (9) 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;
- (10) To keep the mayor and city council fully advised as to the future needs of the city, and make such recommendations to the mayor and city council concerning the affairs of the city as he or she deems desirable; and
- (11) To perform other such duties as are specified in this Charter or as may be required by the mayor and 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)

Sec. 2.3~~23~~. City 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

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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)

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

The ~~mayor and 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 ~~a majority 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 ~~mayor and 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 ~~mayor and 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 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 of removal ~~from office~~.

[Rationale: Cosmetic changes only.]

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

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Sec. 2.3~~45~~. 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 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.

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(c) ~~Except as otherwise provided by this Charter, the~~ department heads and other appointed officers of the city shall serve at the pleasure of the ~~city manager~~ mayor and city council. Vacancies occurring in an appointive office shall be filled in the same manner as prescribed by this Charter for an original appointment.

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(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.

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~~(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 except the city attorney and city auditor. A reference to compensation of officers and department heads is unnecessary.]

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

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Sec. 3.11. Boards, commissions and authorities.

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- (a) The ~~mayor and 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 mayor and 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 mayor and 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 council members) 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 clerk.

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.

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

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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.~~

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

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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 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 ~~and~~ ~~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.

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Sec. 3.145. City accountant.

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

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Sec. 3.16. City auditor.

~~The city auditor shall be appointed by the mayor and council. The city manager shall contract with confirmation of the city council an outside firm to perform the duties of a city auditor.~~

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

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Sec. 3.1~~57~~. Human resources.

- (a) *Human resources ~~department~~manager.* The ~~city manager shall appoint a~~ human resources ~~department 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 ~~department 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 ~~mayor and~~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 ~~mayor and~~city council shall not increase or decrease the salary 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 ~~mayor and~~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 notices~~s~~ 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)

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Sec. 3.168. 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 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 laws subsequently enacted amendatory thereof.

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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 ~~mayor and 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.

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.]*

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.

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- (e) The municipal court shall have authority to establish bail and recognizances to ensure the presence of those charged with violations before ~~thesaid~~ 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~~ 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 ~~thesaid~~ 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~~ 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 (hereafter the "superior court"), and any bond as may be required to secure the costs of

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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 ~~Superior 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 ~~mayor and 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 ~~mayor and city~~ council may adopt in part or in ~~full toto~~ 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 ~~thesaid~~ 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.

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," ~~codified as~~ 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 ~~mayor and 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~~

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~~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.

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~~Except as otherwise provided by this Charter, the mayor and city council, by ordinance, may shall~~ 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 mayor and council must comply, by ordinance or otherwise, with the state election code, and this section was modified to remove any perceived "discretion" of the mayor and council in establishing any rules or regulations in conflict with the election code.]*

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(Ord. No. 17-2018 , § II, 12-3-2018)

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Sec. 5.13. Election by majority vote.

The mayor and council ~~members~~ 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," codified as O.C.G.A. § 21-2-1 et seq., as now or hereafter amended.

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(Ord. No. 17-2018 , § II, 12-3-2018)

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 mayor and 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," codified as 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 ~~and~~ any councilmember shall be subject to removal from office ~~for any one or more of the following causes:~~

~~(1) if he has conducted himself in a manner which relates to and adversely affects the administration of his office and adversely affects the rights and interests of the public; and~~

~~Incompetence, misfeasance or malfeasance while in~~ (1) He has committed malfeasance while in office;

(2) ~~He has been convicted of a~~ He has been convicted of a felony, in accordance with the "Public Officers and Employees Code", codified as O.C.G.A. § 45-5-6.1©;

(3) ~~He has violated his oath of office~~ crime involving moral turpitude;

~~(4) He is guilty of a failure to perform his duties as prescribed by law;~~

~~Failure at any time to possess any qualifications of office as provided by this Charter or by law;~~

(5) ~~He has willfully misused, converted, or misappropriated, without authority, public property or public funds entrusted to or associated with~~

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his elective office; Willful violation of any express prohibition of this Charter; or

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(65) He has committed A abandonment of office, or neglect to perform the duties thereof; or

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(6) Failure for any other cause to perform the duties of office as required by this Charter or by state law.

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(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 bBy the affirmative vote of a majority of the two-thirds (2/3) of the vote of the entire membership of the city council members. 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

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(2) By an order of the Ssuperior Ccourt of Gwinnett County following a hearing on a complaint seeking such removal brought by any resident of the City of Norcross, Georgia.

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ARTICLE VI. FINANCE AND FISCAL

Sec. 6.10. Property taxes.

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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.

Sec. 6.11. Property tax levy.

The mayor and 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 mayor and city council in their~~its~~ discretion.

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

The mayor and city council, by ordinance, 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 mayor and 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.

Sec. 6.13. Occupational and business taxes.

The mayor and city council, by ordinance, 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 mayor and city council may classify businesses, occupations, professions or callings for the purpose of such taxation in any way which may be lawful and may compel the payment of such taxes as provided in section 6.1⁸⁹ of this Charter.

Sec. 6.14. Licenses; permits; fees.

The mayor and city council, by ordinance, shall have the power to require any individuals or corporations who transact^s business in this city or who practice^s or offer^s 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

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way as to preclude city regulations, regardless of whether or not the individual or corporation has an office or establishment within the city. The mayor and 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 mayor and 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.~~

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~~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. Sanitation~~ry~~ and health service charges.

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The mayor and city council, by ordinance, shall have authority to provide for, to enforce, to levy and to collect the total costs of sanitation~~ry~~ 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 sanitation~~ry~~ taxes or fees in such amount, or amounts, and based upon and in accordance with such classification of property and sanitation~~ry~~ service or services provided, as may be fixed by ordinance. Said sanitation~~ry~~ 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 6.1~~89~~ of this Charter.

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Sec. 6.1~~67~~7. Special assessments.

The ~~mayor and~~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 ~~maximum annual percentage~~ penalty ~~allowed by Georgia law of 10 percent~~ and shall thereafter be subject to interest at the ~~maximum annual percentage~~ rate ~~allowed by Georgia law 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 procedures, and under the same remedies as a lien for city property taxes as provided in section 6.1~~89~~ of this Charter.

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Sec. 6.1~~78~~8. 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 shall not be construed as limiting in any way the general powers of the~~is~~ city to govern its local affairs.

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Sec. 6.1~~89~~9. Collection of delinquent taxes and fees.

The ~~mayor and~~city council, by ordinance, may provide for the collection of delinquent taxes, fees, or other revenues due the city under Sections 6.10 through 6.1~~78~~ of this Charter by fieri facias issued by the ~~General Government~~

~~Administration~~Finance Department and executed by any police officer of the city ~~or the city marshal~~ under the same procedures 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 ~~mayor and~~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 ~~mayor and~~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.~~1920~~. Transfer of executions.

The ~~Finance general government administration d~~ 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 accordance 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.~~201~~. General obligation bonds.

The ~~mayor and~~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. 6.2~~12~~. Revenue bonds.

Revenue bonds may be issued by the mayor and 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. 6.2~~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. 6.2~~34~~. Fiscal year.

The mayor and 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 authority, and activity of the city government, unless otherwise provided by state or federal law.

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Sec. 6.2~~45~~. Preparation of budgets.

The mayor and 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. 6.2~~56~~. Submission of the operating budget to the city council.

On or before a date fixed by the mayor and 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 mayor and 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 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

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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. 6.267. Action by city council on operating budget.

- (a) The mayor and 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 mayor and city council, by ordinance, shall adopt the final operating budget for the ensuing year not later than the last day of the current fiscal year. If the mayor and 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 mayor and 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 mayor and city council.
- (d) The mayor and 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 the said budget. The tax millage rate levied by the mayor and 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)

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Sec. 6.278. Changes in appropriations.

The mayor and 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.

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Sec. 6.289. Capital improvements budget.

- (a) On or before a date fixed by the mayor and 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 mayor and city council a proposed capital improvements budget with recommendations as to the means of financing the improvements proposed for the ensuing fiscal year. The mayor and 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 mayor and 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 mayor and 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.

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

Sec. 6.2930. 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

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~~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. 6.301. Procurement and property management; contracting procedures.

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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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~~All contracts shall be made or authorized by the city council and no contracts shall bind the city unless:~~

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(1) ~~It is in writing;~~

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(2) ~~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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Sec. 6.312. Centralized purchasing.

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

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Sec. 6.323. Sale of city property.

(a) The mayor and 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.

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(b) The mayor and city council may quitclaim any rights it may have in real property ~~not needed for public purposes~~ upon ~~report by the mayor and~~ adoption of a resolution by the mayor and 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 mayor and 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)

ARTICLE VII. MUNICIPAL SERVICES AND REGULATORY FUNCTIONS

Sec. 7.10. Municipal services; streets.

The mayor and 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 mayor and 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 mayor and city council shall have the power and authority to acquire, own, hold, build, maintain and operate a system of waterworks, stormwater, electricity lights, gas, communications, 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 ~~mayor and 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 ~~within~~inside and outside the corporate limits. The ~~mayor and city~~ council may provide by ordinances 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 ~~mayor and 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 create a lien on the property connected with said water and sewerage system from the date of the order or connection.

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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~~

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~~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.]~~

Sec. 7.145. Franchises.

The ~~mayor and city~~ council shall have the authority to exercise control over the streets of the city. The power is conferred upon the ~~mayor and city~~ council to grant franchises for the use of ~~the~~ city's streets and alleys, for the purposes of railroads, street railways, telephone companies, electric companies, cable television companies ~~and other communications 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 ~~mayor and~~ 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 ~~mayor and~~ council shall provide for the registration of all franchises with the city clerk in the registration book kept by ~~the city clerk or him~~. The ~~mayor and city~~ council may provide by ordinance for the registration within a reasonable time of all franchises previously granted.

Sec. 7.156. Building, housing, electrical and plumbing regulations.

The ~~mayor and 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 ~~mayor and~~ council, be exercised by adoption of any such standard building, housing, gas, heating and air conditioning, electrical, and plumbing codes ~~and all other codes as required by the Department of Community Affairs, and any amendments thereto may be deemed proper~~. The

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~~mayor and 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 mayor and council~~ may ~~also~~ require the obtaining of a permit as a condition precedent to any construction, building, electrical or plumbing work. The ~~mayor and city~~ council may enact all ordinances necessary to enforce such rules and regulations.

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ARTICLE VIII. ZONING

Sec. 8.10. Zoning board.

The mayor ~~and shall recommend and the city~~ council shall appoint a planning and zoning board and the ~~mayor and city~~ council shall adopt ordinances and regulations for the administration thereof. The zoning board shall be advisory in nature and must ~~review~~ all matters before them in full recognition of the criteria set forth in the City of Norcross ~~(hereafter the "city")~~ -land use plan.

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Sec. 8.11. Zoning board of appeals.

The mayor ~~and 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 elect~~edive~~ and appoint~~edive~~, shall execute such surety or fidelity bonds in the amounts and upon such terms and conditions as the ~~mayor and 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 ~~mayor and city~~ council. To the extent the Code of the City of Norcross conflicts with this Charter, the Charter shall control. Existing rules

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and regulations of departments, offices or authorities 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. Existing personnel and officers.

Except as specifically provided otherwise by this Charter, all 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, rights, privileges and powers 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. 9.1~~46~~. 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. 9.1~~57~~. 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. 9.1~~68~~. General repealer.

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

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PART I - CHARTER AND RELATED LAWS
Subpart B RELATED LAWS

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 (~~hereafter the "city"~~) 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 is granted a homestead exemption from all ~~C~~city-of-Norcross ad valorem taxes levied by the city, except taxes to pay interest on the retired bonded indebtedness, in the amount of \$9,000.00 of the value of the homestead owned and occupied by said resident within the 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 ~~-~~amount of \$18,000.00 of 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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PART I CHARTER AND RELATED LAWS

Subpart A CHARTER¹

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.

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

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.

(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 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 purposes any previously drawn map.
- (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.

- (l) 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.

Sec. 1.13. Powers and construction.

- (a) In addition to all other powers herein granted, the City of Norcross (hereafter 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) "Mayor and council appointed officer" where used in this Charter shall mean all administrative officers, including the city manager, city attorney, city auditor, chief judge, associate judge, and solicitor. Such term shall not include members of boards, commissions or authorities.
- (2) "Mayor and council," where used herein, shall mean the elected officers of the City of Norcross which include the mayor and five councilmembers.
- (3) "Mayor", where used herein, shall mean the elected head of the City of Norcross.
- (4) "City manager," where used herein, shall mean the officer appointed by city council to direct the administration and operations of the city.

(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:

- (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 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

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- municipality is authorized by the laws of the State of Georgia; and to provide for the payment of expenses of the 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 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 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
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- 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, welfare or 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;
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- (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

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- 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, detention, 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;
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- (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 [*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 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;
- (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
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(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 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 of Norcross, its elected or appointed officers, authorities or employees shall be carried into execution as provided by this Charter. If this Charter makes no provision, such powers, functions, rights, privileges and immunities shall be carried into execution as provided by ordinance 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 for the City of Norcross.

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 Article V of this Charter.

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

- (a) On and after January 1, 2024, 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.

(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 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/or remaining city council members shall appoint a successor for the duration of the suspension. 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 Article V of this Charter.

Sec. 2.13. Compensation and expenses.

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

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

- (a) No elected officer, appointed officer, employee, or member of a board, commission, or authority of the City of Norcross (hereafter the “city”) or any authority or political entity to which this Charter applies shall knowingly:
- (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 without proper legal authorization or use such information to advance the financial or other private interest of himself or others;
 - (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; 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 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
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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 agency or 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 authority of the city or any agency or entity to which this Charter applies shall use property owned by the city or 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 contract or sale voidable at the option of the city council.
- (e) The mayor and councilmembers shall not hold any other elected or compensated appointed office in the city or otherwise be employed by the city or any authority thereof during the term for which he was elected. No current or former member of city council shall hold any full-time or part-time employment position in the city until at least one (1) year after the expiration of the term for which he was elected.
- (f) (1) No department director, department head, or employee of the city shall continue in such position or employment upon qualifying as a candidate for nomination or election to public office in the city 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 or for the Gwinnett County Board of Commissioners.
- (3) (i) An appointed member of a board, commission or authority 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 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 or for the Gwinnett County Board of Commissioners are more particularly described in sections (f)(3)(iii) below.

- (ii) An appointed member of any board, commission or authority of the city that is elected to public office in the city or the Gwinnett County Board of Commissioners shall resign such appointed position upon being sworn in to such public office.
 - (iii) An appointed member of any board, commission or authority of the city that is unsuccessful in his or her candidacy for election to public office in the city or for the Gwinnett County Board of Commissioners shall resume his 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 said board, commission or authority fully restored upon the successful candidate being sworn in to such public office.
 - (iv) An appointed member of any board, commission or authority of the city shall be and is permitted to continue in such position 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.
- (4) An elected official of the City of Norcross (hereafter the "city") shall be permitted to continue the balance of his term for which he was elected after qualifying for nomination or election to any other elected public office (including but not limited to an elected office in the city other than the present office held by such elected official), so long as the term of the elected office for which such official is qualifying begins at least 30 days prior to the expiration of such official's present term of office.
- (g) (1) Any elected officer, appointed officer, employee, or member of a board, commission or authority of the city who knowingly violates any of the provisions of this section applicable to his office or position shall be

guilty of malfeasance and shall be deemed to have forfeited his office or position.

- (2) Any elected officer, appointed officer, employee, or member of a board, commission or authority of the city who shall forfeit his office or position shall be ineligible for appointment or election to or employment in a position in 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)

Sec. 2.15. Inquiries and investigations.

The mayor and council, by majority vote, may make inquiries and investigations into the affairs of the city and the conduct of any department, office, or authority 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 council shall be punished as provided by the discipline policies set forth in the city employee handbook.

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

- (a) Except as otherwise provided by law or by this Charter, the mayor and council shall be vested with all the powers of government of the City of Norcross, Georgia (hereafter the “city”), as provided by Article 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 city, and may enforce such ordinances by imposing penalties for violation thereof.
- (c) The mayor and council may by ordinance create, change, alter, abolish or consolidate offices and departments of the city and may assign additional

functions to any of the offices and departments expressly provided for by this Charter.

Sec. 2.17. Eminent domain.

The mayor and council are 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 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.

Sec. 2.18. Organizational meeting.

The mayor and 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.

Sec. 2.19. Regular and special meetings.

- (a) The mayor and council shall hold regular meetings at such times and places as prescribed by ordinance. The mayor and 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 mayor and council may be held on call of the mayor or three (3) members of the council. Notice of such special meetings shall be served on all other councilmembers personally, or by telephone, or shall be left at their residences at least 24 hours in advance of the special meeting. 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 mayor and council shall be public to the extent required by law. The mayor and 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 mayor and council shall follow Rosenberg's Rules. The city council shall keep a journal of its proceedings which shall be a public record.
- (b) All committees and subcommittees of the city shall be appointed by the mayor and council and shall serve at the pleasure of the mayor and council. Following the procedures described in this Charter, the mayor and council shall have the power to appoint a new member to any committee or subcommittee at any time.

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

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

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 of its proceedings, but any councilmember 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.

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.

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 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 it has established. 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.

Sec. 2.24. Emergency ordinances.

To meet a public emergency affecting life, health, property or public peace, the city council may convene a meeting on call of the mayor or three (3) councilmembers and promptly adopt one 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 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 mayor and 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; and
 - (2) A copy of each adopted code of technical regulations, as well as the adopting ordinance, shall be authenticated and recorded by the city clerk pursuant to section 2.26 of this Charter.
- (b) Copies of any adopted code of technical regulations shall be made available by the city 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 signature and record in full in a properly indexed book all ordinances adopted by the city council. Every ordinance adopted by the city council shall be presented by the city 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 mayor and 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 mayor and 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 authorities of the city and made available for purchase by the public at a reasonable price as fixed by the mayor and council.

- (c) The mayor and 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 mayor and 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 mayor and council shall make such further arrangements as deemed desirable for 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 mayor and 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 councilmember.

(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 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. The city manager; general powers.

The mayor and council shall appoint a city manager for an indefinite term and shall set his compensation in an employment contract. The city manager shall be appointed solely on the basis of his executive and administrative qualifications and relevant experience.

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

Sec. 2.30. 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 mayor and council for the administration of all city affairs placed in his charge by or under this Charter. The city manager shall have the following powers and duties:

- (1) To appoint and, when he deems it necessary for the good of the city, suspend or remove any city employee or administrative officer he appoints, except as otherwise provided by law. 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 the administrative officer's department, office, or authority;
- (2) To direct and supervise the administration of all departments, offices, and authorities of the city to ensure that the policies of the mayor and

council are carried out, except as otherwise provided by this Charter or by law;

- (3) To attend all city council meetings and participate in discussion as required, but the city manager may not vote;
 - (4) 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;
 - (5) 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;
 - (6) To submit to the city council at least quarterly a summary of the finances and administrative activities of the city, and to make available to the city council and public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;
 - (7) 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;
 - (8) To act as the purchasing agent of the city;
 - (9) 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;
 - (10) To keep the mayor and council fully advised as to the future needs of the city, and make such recommendations to the mayor and council concerning the affairs of the city as he deems desirable; and
 - (11) To perform other such duties as are specified in this Charter or as may be required by the mayor and council.
- (2007 Ga. Laws (Act No. 213), page 4067, § 2)

Sec. 2.31. 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)

Sec. 2.32. City council's noninterference with administration.

Except for the purpose of inquiries and investigations, the mayor and council 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)

Sec. 2.33. Removal of city manager.

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

- (1) The city council shall adopt by affirmative vote of a majority 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 may file with the mayor and 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 mayor and 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 final resolution for removal, which may be made effective immediately, by an affirmative vote of a majority of 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 its members at any time after the public hearing.

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

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

Sec. 2.34. Acting city manager.

By letter filed with the city clerk, the city manager shall designate a city administrative officer to exercise the powers and perform the duties of city manager during his 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 disability shall cease.

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

ARTICLE III. EXECUTIVE BRANCH

Sec. 3.10. Administrative and service departments.

- (a) The city manager 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 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 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, be responsible

for the administration and direction of the affairs and operations of his department.

- (c) The department heads and other appointed officers of the city shall serve at the pleasure of 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) The department heads of the city shall be appointed solely on the basis of their administrative and professional qualifications.

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

Sec. 3.11. Boards, commissions and authorities.

- (a) The mayor and 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 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 mayor and 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 city council.

- (g) The mayor and 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 council) 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 city clerk.

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 council.

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

Sec. 3.13. City attorney.

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

Sec. 3.14. City auditor.

The city auditor shall be appointed by the mayor and council.

Sec. 3.15. Human resources.

- (a) *Human resources department.* The human resources department 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 department 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 mayor and council for approval. Such plan shall apply to all employees of the city and any of its departments, boards, commissions, or authorities. When a pay plan has been adopted, the mayor and council shall not increase or decrease the salary 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 mayor and 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 notices 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. 3.16. Appointment of elected officials.

No person holding an elected office in the City of Norcross shall be eligible for appointment as a city employee during the term of office for which he was elected or within one (1) year after the expiration of his term of office.

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

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 offenses against the laws and ordinances of the 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 laws 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 council and shall serve at the pleasure of the mayor and council.
- (c) Compensation of the judges shall be fixed by the mayor and 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 council. The method of selection and terms of such solicitors shall be provided by ordinance.

Sec. 4.12. Convening.

The municipal court shall be convened at such times as designated by ordinance or as the court deems necessary to keep current the dockets thereof.

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 the 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, 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 the 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 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 (hereafter the "superior court"), and any bond as may be required to secure the costs of appeal to the 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 superior

court under the laws of the State of Georgia regulating the granting and issuance of writs of certiorari.

Sec. 4.15. Rules of court.

With the approval of the mayor and 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 mayor and council may adopt in part or in full 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 the 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.

ARTICLE V. ELECTIONS

Sec. 5.10. Applicability of general law.

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

(Ord. No. 17-2018 , § II, 12-3-2018)

Sec. 5.11. Regular elections; time for holding.

The mayor and 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. 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 shall be shortened or lengthened except pursuant to the procedures established by general law.

(Res. of 3-4-2019 , § 2)

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

The mayor and council shall 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 the "Georgia Election Code," codified as O.C.G.A. § 21-2-1 et seq., as now or hereafter amended.

(Ord. No. 17-2018 , § II, 12-3-2018)

Sec. 5.13. Election by majority vote.

The mayor and council 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 the "Georgia Election Code," codified as O.C.G.A. § 21-2-1 et seq., as now or hereafter amended.

(Ord. No. 17-2018 , § II, 12-3-2018)

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 mayor and council or those remaining shall order a special election to fill the balance of the unexpired term of such official. A special election shall be held and conducted in accordance with the "Georgia Election Code," codified as O.C.G.A. § 21-2-1 et seq., as now or hereafter amended.

(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 if he has conducted himself in a manner which relates to and adversely affects the administration of his office and adversely affects the rights and interests of the public; and
 - (1) He has committed malfeasance while in office;
 - (2) He has been convicted of a felony, in accordance with the "Public Officers and Employees Code", codified as O.C.G.A. § 45-5-6.1(c);
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- (3) He has violated his oath of office;
 - (4) He is guilty of a failure to perform his duties as prescribed by law;
 - (5) He has willfully misused, converted, or misappropriated, without authority, public property or public funds entrusted to or associated with his elective office; or
 - (6) He has committed abandonment of office.
- (b) Removal of an elected officer pursuant to subsection (a) of this section shall be accomplished by one of the following methods:
- (1) By the affirmative vote of a majority of the city council members. 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 superior court following a hearing on a complaint seeking such removal brought by any resident of the City of Norcross, Georgia.

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 maximum general operation millage rate will be 15 mills.

Sec. 6.11. Property tax levy.

The mayor and 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 mayor and council in their discretion.

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

The mayor and council, by ordinance, 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 mayor and 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.

Sec. 6.13. Occupational and business taxes.

The mayor and council, by ordinance, 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 mayor and council may classify businesses, occupations, professions or callings for the purpose of such taxation in any way which may be lawful and may compel the payment of such taxes as provided in section 6.18 of this Charter.

Sec. 6.14. Licenses; permits; fees.

The mayor and 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 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 mayor and 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 mayor and council by ordinance may establish reasonable requirements for obtaining or keeping such licenses as the public health, safety and welfare necessitate

Sec. 6.15. Sanitation service charges.

The mayor and council, by ordinance, shall have authority to provide for, to enforce, to levy and to collect the total costs of sanitation 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 sanitation taxes or fees in such amount, or amounts, and based upon and in accordance with such classification of property and sanitation service or services provided, as may be fixed by ordinance. Said sanitation taxes and assessment thereof shall be a charge and lien against the real estate for 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 6.18 of this Charter.

Sec. 6.16. Special assessments.

The mayor and 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 maximum annual percentage penalty allowed by Georgia law and shall thereafter be subject to interest at the maximum annual percentage rate allowed by Georgia

law from date due until paid. A lien shall exist against the affected property superior to 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 procedures and under the same remedies as a lien for city property taxes as provided in section 6.18 of this Charter.

Sec. 6.17. Construction; other taxes.

The city shall be empowered to levy any other tax allowed by law, and the specific mention of any right, power or authority in this article shall not be construed as limiting in any way the general powers of the city to govern its local affairs.

Sec. 6.18. Collection of delinquent taxes and fees.

The mayor and council, by ordinance, may provide for the collection of delinquent taxes, fees, or other revenues due the city under Sections 6.10 through 6.17 of this Charter by fieri facias issued by the Finance Department and executed by any police officer of the city under the same procedures 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 mayor and 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 other liens, except that it shall have equal dignity with those of federal, state, or county taxes. In case of hardship, the mayor and council shall have discretionary authority to waive any and all penalties imposed by this Charter on delinquent taxes, assessments, or other amounts due to the city.

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

Sec. 6.19. Transfer of executions.

The Finance Department 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 accordance with the requirements of redemption of property sold under state or county ad valorem tax fieri facias as said requirements may be provided by law.

(1996 Ga. Laws, page 3666, § 8)

Sec. 6.20. General obligation bonds.

The mayor and 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.

Sec. 6.21. Revenue bonds.

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

Sec. 6.22. 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.

Sec. 6.23. Fiscal year.

The mayor and 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, authority, and activity of the city government, unless otherwise provided by state or federal law.

Sec. 6.24. Preparation of budgets.

The mayor and 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.

Sec. 6.25. Submission of the operating budget to the city council.

On or before a date fixed by the mayor and council, but not later than 60 days prior to the beginning of each fiscal year, the city manager shall prepare and submit to the mayor and council a proposed operating budget for the ensuing fiscal year. The budget shall be accompanied by a message from the city manager containing a statement of the general fiscal policies of the city, the important features of the budget, an explanation of major changes recommended for the next fiscal year, a general summary of the budget, and such other comments and information as he may deem pertinent. The operating budget, the capital improvements budget, 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. 6.26. Action by city council on operating budget.

- (a) The mayor and 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 mayor and council, by ordinance, shall adopt the final operating budget for the ensuing year not later than the last day of the current fiscal year. If the mayor and council fail 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 mayor and 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 mayor and council.

- (d) The mayor and 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 the budget. The tax millage rate levied by the mayor and 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. 6.27. Changes in appropriations.

The mayor and 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. 6.28. Capital improvements budget.

- (a) On or before a date fixed by the mayor and council, but not later than 60 days prior to the beginning of each fiscal year, the city manager shall prepare and submit to the mayor and council a proposed capital improvements budget with recommendations as to the means of financing the improvements proposed for the ensuing fiscal year. The mayor and council shall have the power to accept, with or without amendments, or reject the proposed capital improvements budget and proposed means of financing the proposed improvements. The mayor and 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 mayor and 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 council may submit amendments to the capital

improvements budget at any time during the fiscal year, accompanied by recommendations for such amendments. Any 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)

Sec. 6.29. 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 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.

Sec. 6.30. Procurement and property management; contracting procedures.

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.

Sec. 6.31. Centralized purchasing.

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

Sec. 6.32. Sale of city property.

- (a) The mayor and council may sell and convey any real or personal property owned or held by the city for governmental or other purposes as provided by law.
- (b) The mayor and council may quitclaim any rights it may have in real property upon adoption of a resolution by the mayor and council, both stating in writing that the property is not needed for public 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

mayor and 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)

ARTICLE VII. MUNICIPAL SERVICES AND REGULATORY FUNCTIONS

Sec. 7.10. Municipal services; streets.

The mayor and 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 mayor and 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.

Sec. 7.11. Municipal utilities.

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

Sec. 7.12. Sewers and drains.

The mayor and 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 sewer disposal system. This power includes the authority to

extend the system beyond the corporate limits. For these purposes the city is granted the power of eminent domain both within and outside the corporate limits. The mayor and council may provide by ordinance for reasonable connection fees for tapping on to the water and sewer lines of the city and may compel citizens to tap into the same when such services are made available. The mayor and 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 create a lien on the property connected with said water and sewer 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 sewer 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 sewer system, including the mains, pipes, and conduits whether the same be situated inside or outside the corporate limits of the city.

Sec. 7.14. Franchises.

The mayor and council shall have the authority to exercise control over the streets of the city. The power is conferred upon the mayor and council to grant franchises for the use of the city's streets and alleys, for the purposes of railroads, street railways, telephone companies, electric companies, cable television companies and other communications 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 mayor and 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 mayor and council shall provide for the registration of all franchises with the city clerk in the registration book kept by the city clerk.

The mayor and council may provide by ordinance for the registration within a reasonable time of all franchises previously granted.

Sec. 7.15. Building, housing, electrical and plumbing regulations.

The mayor and 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 mayor and council, be exercised by adoption of any such standard building, housing, gas, heating and air conditioning, electrical, and plumbing codes and all other codes as required by the Department of Community Affairs, and any amendments thereto. The mayor and 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. The mayor and council may also require the obtaining of a permit as a condition precedent to any construction, building, electrical or plumbing work. The mayor and council may enact all ordinances necessary to enforce such rules and regulations.

ARTICLE VIII. ZONING

Sec. 8.10. Zoning board.

The mayor and council shall appoint a planning and zoning board and the mayor and council shall adopt ordinances and regulations for the administration thereof. The zoning board shall be advisory in nature and must 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 and council shall appoint a zoning board of appeals to hear cases involving variances from the city’s zoning rules and regulations.

PART I - CHARTER AND RELATED LAWS
Subpart A - CHARTER
ARTICLE IX. GENERAL PROVISIONS

ARTICLE IX. GENERAL PROVISIONS

Sec. 9.10. Bonds for officials.

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

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 mayor and 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, offices or authorities not in conflict with the provisions of this Charter shall continue in force and effect until they have been repealed or amended.

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.

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.

Sec. 9.14. 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.

Sec. 9.15. 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.

Sec. 9.16. General repealer.

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

Subpart B RELATED LAWS

ARTICLE II. HOMESTEAD EXEMPTION FROM AD VALOREM TAXATION²

Sec. 1. Statutory authorization.

The following legislation pertaining to homestead exemptions in the City of Norcross (hereafter the “city”) is enacted pursuant to Article VII, Section II, 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 is granted a homestead exemption from all city ad valorem taxes levied by the city, except taxes to pay interest on the retired bonded indebtedness, in the amount of \$9,000.00 of the value of the homestead owned and occupied by said resident within the 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 who is 62 years of age or older is granted a homestead exemption from all ad valorem taxes levied by the city in the amount of \$18,000.00 of the value of the homestead owned and occupied by said resident within the city. 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.

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.

RESOLUTION OF THE CITY OF NORCROSS, GEORGIA

The Council of the City of Norcross, Georgia, has considered and hereby adopts the following as a Resolution of said Council:

WHEREAS, the City Council has legislative power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the United States and Georgia Constitutions; and

WHEREAS, the Charter of the City of Norcross was last amended as House Bill 480 and signed into law in 2007 so as to change the form of city government from a mayor-council form of government to a city manager-council form of government; and

WHEREAS, amendments to the City Charter are now required that do not constitute a change in the form and composition of the government of the City of Norcross; and

WHEREAS, updates to the City Charter are required to comply with Georgia law, to ensure that its provisions are consistent with the provisions of the City of Norcross, Georgia Code of Ordinances, and to correct minor grammatical errors; and

WHEREAS, amending the City Charter will also benefit the City of Norcross by clarifying certain definitions and the powers, functions and duties of city government and its elected and appointed officials and providing further guidance to the Mayor and Council on voting procedures and other policy matters; and

WHEREAS, pursuant to its home rule power, the City Council may amend the City Charter by resolutions duly adopted at two of its regular consecutive meetings.

IT IS HEREBY RESOLVED that it is the intent of the Council of the City of Norcross to amend its Charter in accordance with Georgia law, codified as O.C.G.A. § 36-35-3(b)(1).

BE IT FURTHER RESOLVED that the Mayor of the City of Norcross is hereby instructed to cause notice of its intention to amend the Charter to be published as required by law.

This ____ day of _____, 2024.

Eric Johnson, City Manager
City of Norcross, Georgia

Authenticated By:

Monique Phillip

Approved as to Form:

J. PATRICK O'BRIEN
Georgia Bar No. 548612
THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.
2 Sun Court, Suite 400
Peachtree Corners, Georgia 30092
(770) 925-0111
City Attorney for the City of Norcross

NOTICE

The City of Norcross hereby gives notice that the Mayor and Council of the City of Norcross intend to amend **Part I – CHARTER AND RELATED LAWS** of the Norcross, Georgia Code of Ordinances as provided in O.C.G.A. § 36-35-3 (b)(1).

A copy of the proposed amendment is on file in the office of the City Clerk of the City of Norcross and in the office of the clerk of the Superior Court of Gwinnett County for the purpose of examination and inspection by the 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 #:	24-6920	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	SUP2024-001 – Tobacco and Vape Distribution Warehouse		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - SUP2024-001 - Tobacco and Vape Distribution Warehouse](#)
2. [SUP2024-001 Staff Report](#)

Title

SUP2024-001 – Tobacco and Vape Distribution Warehouse

Drafter

Kellie Littlefield

Motion

A motion to Approve/Deny a request for a Special Use Permit at 6000 Unity Dr, by Mr. Lance Limbrick, for a tobacco and vape distribution warehouse, with the following conditions:

- 1. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval.**
- 2. Any changes in use to the space, or interior finishings, may require a building permit, reviewed by the Planning Department.**
- 3. The owner is responsible for application and any required approvals for the distribution of tobacco products required by the State of Georgia.**



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

Agenda Report

To: Mayor and Council

From: Kellie Littlefield, Senior Planner

Meeting Date: March 4, 2024 – Mayor and Council

Item No.: 24-6920

Title: SUP2024-001 - Tobacco and Vape Distribution Warehouse

CC: Eric Johnson, City Manager

Recommendation:

Approve with conditions a request for a special use permit for a tobacco and vape distribution warehouse.

Background:

The applicant requests to receive a special use permit to operate a tobacco and vape distribution warehouse at 6000 Unity Dr. The building is currently an office warehouse. The use is not specifically permitted in the C-2 zoning district.

Financial Impact:

None

Consistent with Comprehensive Plan:

Policy 1-2: Redevelop and enhance existing commercial and industrial areas.

Policy 1-7: Protect natural resources, mature tree canopy, environmentally sensitive areas, and valuable historic, archaeological or cultural resources from human encroachment through land development regulations and or incentives.

Next Steps:

Consider the proposal as submitted and reviewed by staff.

Attachments:

Staff Report



Meeting Date: 2/8/2024 at 6:30 PM	Petition Number: SUP2024-001
Project Type:	Tobacco and Vape Distribution Warehouse
Property Location:	6000 Unity Dr
Tax Parcel ID:	6215 180
Petitioner:	Lance Limbrick
Petitioner's Request:	Special Use Permit Tobacco and Vape Distribution Warehouse
Recommendation:	Approval with conditions

Summary

The applicant requests to receive a special use permit to operate a tobacco and vape distribution warehouse at 6000 Unity Dr. The building is currently an office warehouse. The use is not specifically permitted in the C-2 zoning district.

Timeline

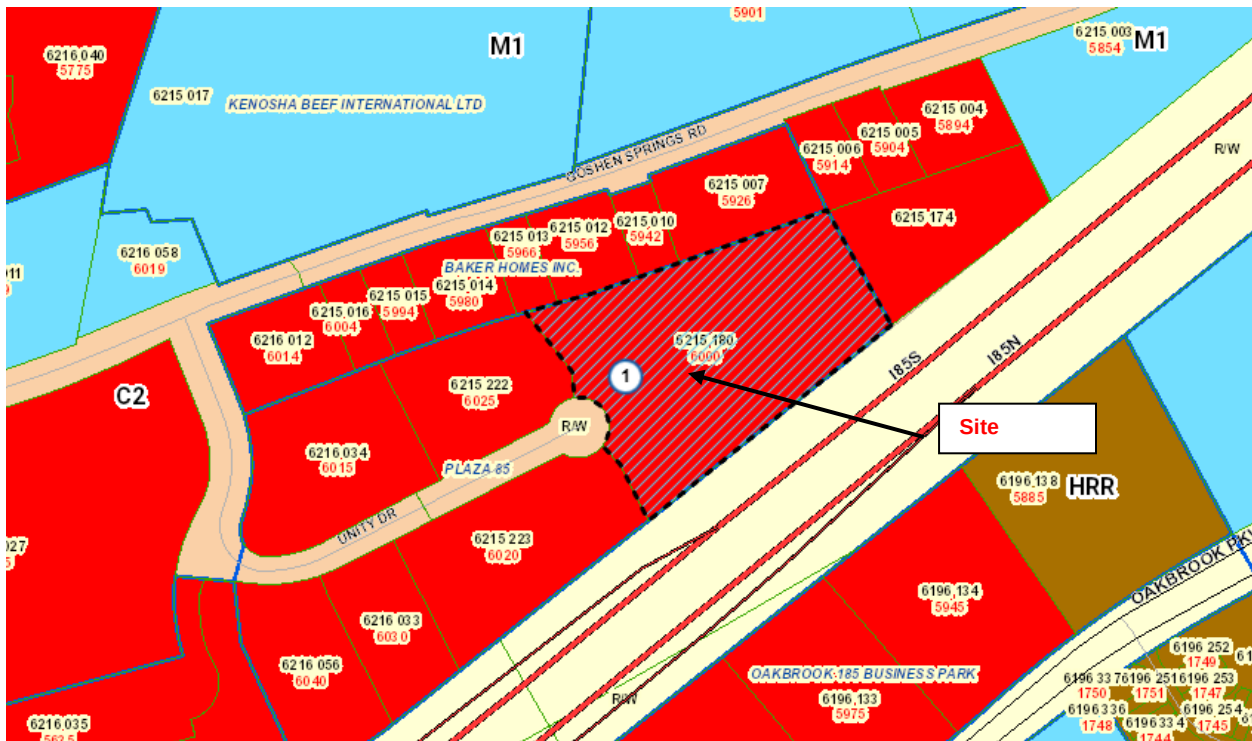
Under the UDO Section 104-3.B special use permit applications require the first review to be by the Planning and Zoning Board, followed by Mayor and Council's policy meeting and the Mayor and Council's regular meeting for final action. Below is the proposed schedule of dates.

Board	Meeting Type	Meeting	Meeting Time	Room
P&Z	Hearing	February 7, 2024	6:30 PM	Community Room 2 nd Floor
M&C Policy	Meeting	February 19, 2024	6:30 PM	Conference Room 2 nd Floor
M&C Regular	Hearing	March 4, 2024	6:30 PM	Council Chambers 1 st Floor

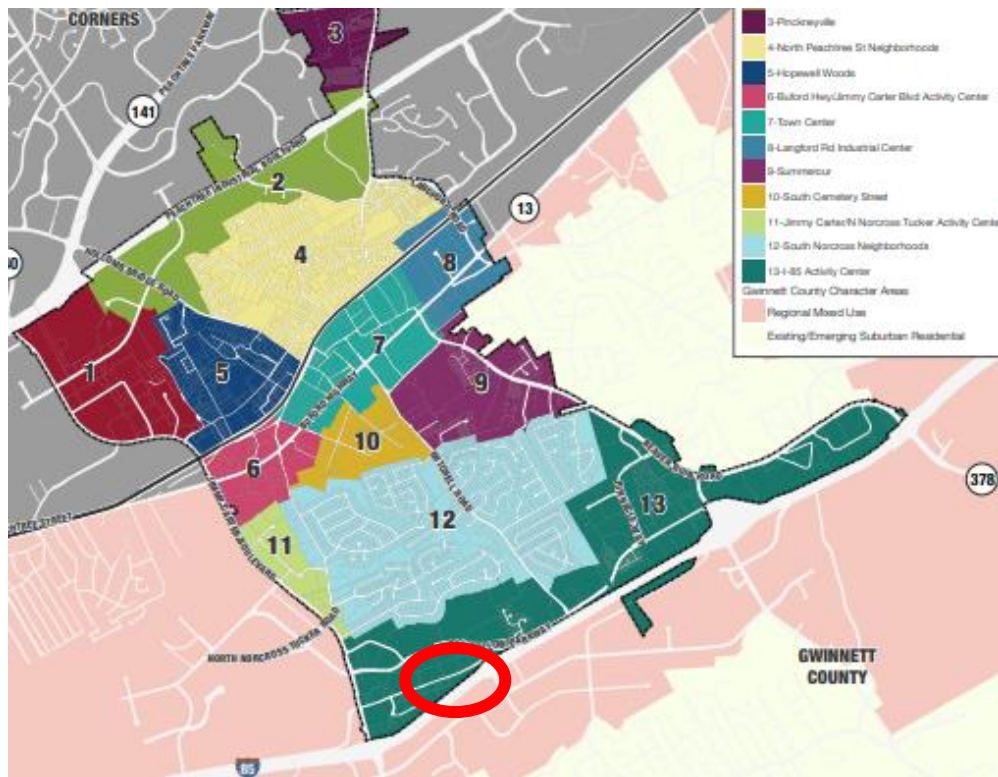
Aerial View



Zoning Map



Future Development Map



PROPERTY INFORMATION	
Property Location	6000 Unity Dr
Acreage:	4.99 acres
Existing Zoning / Land Use	C-2 / General Business
Proposed Zoning / Land Use	C-2 General Business with a Special Use Permit for a warehouse distribution
Character Area	I-85 Activity Center
Existing Lot Dimensions:	Frontage: Approximately 235 on Unity Dr Depth: Approximately 612'
Existing Building Dimensions:	4 Office Warehouse/Commercial Buildings totaling approximately 25,200 SF of gross floor area (gfa)
Topography:	High Point: Rear corner Low Point: Front corner
Elevation:	High Point: 1064 feet Low Point: 1062 feet
Encumbrances:	N/A

EXISTING ZONING AND LAND USE OF PROPERTIES WITHIN 500 FEET			
Location relative to subject property	Zoning/Land use	Address(es)	Land Area (acres) (approximate)
North	C-2 General Business Southern Plaza	5926 Goshen Springs Rd	1.0 acres
East	C-2 General Business	6025 Unity Dr	2.0 acres
South	C-2 General Business	6020 Unity Dr	3.1 acres
West	C-2 General Business	I-85	XX

Applicant's Request

The applicant seeks to open a warehouse distribution for Tobacco and vape products. The property is conducive to the proposed operations, however, the zoning does not specifically allow the use. There are no proposed changes to the building.

Existing Conditions

The subject property is zoned C-2 (General Business) and is currently developed as office warehouse suites and appropriate parking spaces on 4.99 acres. The adjacent businesses at Unity Dr are open Monday – Friday from 8 AM to 5 PM.

Project Description

The applicant seeks a special use permit for an tobacco warehouse distribution in the C-2 general business zoning district.

ZONING ANALYSIS

Current Zoning

The subject property is zoned C-2, General Business. Adjacent uses include a warehouse distribution of secondary materials, construction and automotive uses in C-2 Zoning districts. The building, and office warehouse complex, is conducive to the use.

Zoning Request

The C2 general business district is established to provide adequate space in appropriate locations along major streets, thoroughfares and at intersections for various types of business and service uses. These uses should include the retailing of major goods and services, general office facilities and public functions that would serve a community area of several neighborhoods. Development of uses in the district characteristically occupies a larger area than in the C1, neighborhood business district because it is intended to serve a greater population and to offer a wider range of goods and services. Orientation and expansion of this district should occur as an increase in depth at major intersections rather than as a strip-like extension along the street or thoroughfare.

2040 Comprehensive Plan Analysis

The 2040 Comprehensive Plan, the “Comp Plan”, is a document that reflects the wishes of the

community as acknowledged and adopted by the Mayor and Council. The Comp Plan contains four sections to determine the appropriateness of a zoning action. Those sections are: 1) Table 2.4 a matrix that depicts land uses by character area, 2) specific visions for each of the thirteen-character areas, 3) the overarching policy goals for the city, and 4) Land Use Definitions. The subject parcels fall within Character Area 13, I-85 Activity Center.

A. Land Uses by Character Area

Taken from the matrix, the following uses are either specifically detailed in the character area description or considered appropriate according to the matrix:

Character Area 13 – I-85 Activity Center	
Light industrial	Industrial uses are allowed, light industrial uses are preferred.

B. Policy Goals

Under the policy goals the proposed special use permit meets the following criteria:

- *Policy 1-2: Redevelop and enhance existing commercial and industrial areas.*
- *Policy 3-3: Coordinate transportation improvements with existing and planned development.*
- *Policy 4-4: Accommodate new development while enhancing existing local assets.*
- *Policy 4-6: Support local entrepreneurs in building future ready businesses.*

C. Character Area Vision

The I-85 Activity Center Character Area contains several points that support the vision of area of which the following applies:

- Highway and transit oriented commercial are preferred
- Industrial uses are allowed; light industrial uses are preferred

D. Land Use Definition

The City of Norcross does not have a defined use of warehouse and distribution.

Georgia Administrative Code

Rule 560-7-8-.46 - Definition of Business Enterprise, Section 2

(b) Warehousing and distribution means a warehouse, facility, structure, or enclosed area which is used primarily for the storage, shipment, preparation for shipment, or any combination of such activities, of goods, wares, merchandise, raw materials, or other tangible personal property, and those establishments classified by the NAICS Codes that belong to Subsectors 423, 424 and 493.

Standards Governing the Exercise of Zoning Power

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

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

Staff is of the opinion that the request to approve a special use permit for an warehouse distribution is consistent and suitable in view of the use and development of the adjacent and nearby properties. The area in general is developed in a higher intensity pattern from automotive repair to office spaces.

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

The proposed project for an office warehouse space is not anticipated to have any adverse effects on existing uses or usability of nearby properties. The site would have to meet parking standards and all required licensing standards, in addition to occupancy limits as determined by the Gwinnett County Fire Marshal.

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

The subject property has reasonable economic use as zoned and occupied currently. The property owner could rent the available space to tenants similar to those who already occupy other spaces on site.

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

Staff does not foresee any excessive or burdensome use of existing streets, transportation, utilities, and schools.

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

The subject site is located within the I-85 Activity Center Character Area, which is intended as a growing regional center that has convenient access to I-85, is supportive of a major transit hub and celebrates the cultural diversity of the area. Therefore, it meets the intent of the Comprehensive Plan.

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

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

7) Whether the policies and objectives of the comprehensive plan, particularly in relationship to the proposed site and surrounding area align and support the proposal.

The policies and objectives of the comprehensive plan, in relationship to the proposed site and surrounding area, aligns with and supports the applicant's request. The location of the office warehouse is proposed for the front building closest to Unity Drive.

8) Whether the proposal has the potential for adverse impacts on the surrounding area, regarding, but not limited to traffic, storm drainage, land values and compatibility of land use activities.

The proposed location has an existing commercial grade driveway which serves as the subject site to facilitate the traffic into and out of the site, storm drainage is addressed as the site is developed. There are no staff concerns for land values or compatibility of land use activities relative to the proposed use of the site.

9) In the case of antennae and towers, the proposal will need to meet the standards listed in subsection 202)z)(5), special use permits.

This criterion does not apply to this request and is therefore not applicable.

Conclusion

The submitted application meets the comprehensive plan expectations as noted by the previously mentioned appropriate land uses, policy goals, and vision in Section C; the proposed development appears to meet the presented policy goals in Section B.

Recommendation

Staff recommends **approval with conditions** of the special use permit for an event center at this location. The applicant is reminded that a special use permit can be considered for revocation, after public notice and a public hearing by the Mayor and Council, should it be determined that there are violations of any Norcross Ordinances with respect to the operations of the business.

1. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval.
2. Any changes in use to the space, or interior finishings, may require a building permit, reviewed by the Planning Department.
3. The owner is responsible for application and any required approvals for the distribution of tobacco products required by the State of Georgia



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 Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-6919	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	SUP2023-005 - Towing Service and Impound Lot		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - SUP2023-005 – Towing service and Impound Lot](#)
2. [SUP2023-005 Staff Report](#)

Title

SUP2023-005 - Towing Service and Impound Lot

Drafter

Kellie Littlefield

Motion

A motion to Approve/Deny a Special Use Permit at 105 Hill Street, submitted by Mr. Dennis Tulley, for a Towing and Impound Service Lot, with the following conditions:

1. Development is to be confined to the delineations of the submitted concept plan. All development shall meet or exceed the standards indicated in the Uniform Development Ordinance.
2. All driveway entrances must be commercial grade, providing an apron to accommodate all types of traffic.
3. The identified office shall be upgraded to commercial office space, in foundation reinforcement, all ADA criteria, and accessibility, meeting all building code and Fire Marshal Requirements.

4. The metal building on site shall be augmented to current commercial building code, meeting all Fire Marshal Requirements.
5. All trees on site must be preserved, and any trees requested to be removed must have a certified arborist report submitted with the tree removal permit.
6. The site must be fenced with opaque fencing materials (metal and masonry mixed materials), with a minimum of 8-foot-tall fencing materials.
7. All road frontages shall provide a landscaped border, no more than 30% of one species of tree or shrub.
8. The portion of the parcel is required to contain all stormwater management within the delineated site. All stormwater must be designed consistent with current regulations for stormwater management.
9. The site is required to provide an outdoor lighting plan for customer parking, and the impound lot. Each parking lot shall have a minimum of 1 freestanding lighting fixture.
10. The customer parking lot is required to be paved, providing striping, and adequate ADA compliant parking.
11. All retaining walls, and any other structures, must be brought to the current code.
12. A delineation barrier between the customer parking and the impound lot must be placed either with fencing, or landscaping.
13. The impound lot shall note a capacity of parking on the Land Disturbance Permit.
14. An onsite monitoring system shall be installed to manage any incoming traffic, with notification to the Norcross Police Department to monitor any emergency situations.
15. An enclosed dumpster shall be placed interior to the impound lot and shall be composed of appropriate materials subject to design review.
16. All towing service vehicles shall be parked within the fenced area of the impound yard at all times.
17. The site is required to have soil testing conducted prior to the issuance of a Land Disturbance Permit by a Professional Engineer specializing in Geotechnical. Results are to be included in civil drawings which will be held on file in the Community development Office.
18. No dismantling or salvage activities shall be permitted at any time.
19. Any manufacturing, processing, assembly, fabrication, servicing (including washing of vehicles), and repair operations are carried out within an entirely enclosed building.
20. Buildings shall be equipped with approved, and serviced FOG required traps or filters. All fluids shall be collected and contained for offsite disposal.
21. All signs shall be permitted separately. A general signage plan will be required in compliance with the Land Disturbance Permit.
22. There shall be no variance or encroachment of any kind to the stream buffer for the comprehensive site.

23. There shall be no more than 20 cars for impound on the site at any time.
24. The service will declare hours of operation to cease before 10:00 PM, and not begin until 8:00 AM.
25. As the applicant has requested to operate an impound lot, all vehicles will be stored on location for no more than 30 calendar days.



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

Agenda Report

To: Mayor and Council

From: Kellie Littlefield, Senior Planner

Meeting Date: March 4, 2024 – Mayor and Council

Item No.: 24-6919

Title: SUP2023-005 – Towing service and Impound Lot

CC: Eric Johnson, City Manager

Recommendation:

Approve with conditions a request for a special use permit for a Towing and Impound Service Lot.

Background:

The applicant requests to receive a special use permit to operate a towing service and impound lot situated on a portion of the proposed parcel at 105 Hill Street. The proposed location is at the southern part of the property adjacent to South Cemetery Street.

Financial Impact:

None

Consistent with Comprehensive Plan:

Policy 1-2: Redevelop and enhance existing commercial and industrial areas.

Policy 1-7: Protect natural resources, mature tree canopy, environmentally sensitive areas, and valuable historic, archaeological or cultural resources from human encroachment through land development regulations and or incentives.

Next Steps:

I.4.a

Consider the proposal to include the following conditions recommended by Staff and approved by the Planning & Zoning Board :

1. Development is to be confined to the delineations of the submitted concept plan. All development shall meet or exceed the standards indicated in the Uniform Development Ordinance.
2. All driveway entrances must be commercial grade, providing an apron to accommodate all types of traffic.
3. The identified office shall be upgraded to commercial office space, in foundation reinforcement, all ADA criteria, and accessibility, meeting all building code and Fire Marshal Requirements.
4. The metal building on site shall be augmented to current commercial building code, meeting all Fire Marshal Requirements.
5. All trees on site must be preserved, and any trees requested to be removed must have a certified arborist report submitted with the tree removal permit.
6. The site must be fenced with opaque fencing materials (metal and masonry mixed materials), with a minimum of 8-foot-tall fencing materials.
7. All road frontages shall provide a landscaped border, no more than 30% of one species of tree or shrub.
8. The portion of the parcel is required to contain all stormwater management within the delineated site. All stormwater must be designed consistent with current regulations for stormwater management.
9. The site is required to provide an outdoor lighting plan for customer parking, and the impound lot. Each parking lot shall have a minimum of 1 freestanding lighting fixture.
10. The customer parking lot is required to be paved, providing striping, and adequate ADA compliant parking.
11. All retaining walls, and any other structures, must be brought to the current code.
12. A delineation barrier between the customer parking and the impound lot must be placed either with fencing, or landscaping.
13. The impound lot shall note a capacity of parking on the Land Disturbance Permit.
14. An onsite monitoring system shall be installed to manage any incoming traffic, with notification to the Norcross Police Department to monitor any emergency situations.
15. An enclosed dumpster shall be placed interior to the impound lot and shall be composed of appropriate materials subject to design review.
16. All towing service vehicles shall be parked within the fenced area of the impound yard at all times.
17. The site is required to have soil testing conducted prior to the issuance of a Land Disturbance Permit by a Professional Engineer specializing in Geotechnical. Results are to be included in civil drawings which will be held on file in the Community Development Office.
18. No dismantling or salvage activities shall be permitted at any time.
19. Any manufacturing, processing, assembly, fabrication, servicing (including washing of vehicles), and repair operations are carried out within an entirely enclosed building.
20. Buildings shall be equipped with approved, and serviced FOG required traps or filters. All fluids shall be collected and contained for offsite disposal.
21. All signs shall be permitted separately. A general signage plan will be required in compliance with the Land Disturbance Permit.
22. There shall be no variance or encroachment of any kind to the stream buffer for the comprehensive site.

Attachments

Staff Report

Update

The following additional conditions were proposed by Mayor and Council at the February 19th Policy Work Session:

23. There shall be no more than 20 cars for impound on the site at any time.
24. The service will declare hours of operation to cease before 10:00 PM, and not begin until 8:00 AM.
25. As the applicant has requested to operate an impound lot, all vehicles will be stored on location for no more than 30 calendar days.



Meeting Date: 02/07/2024 at 6:30 PM

Petition Number: SUP2023-005

Project Type: Towing and Impound Lot

Property Location: 105 Hill St

Tax Parcel ID: R6243 139

Petitioner: Dennis Tuley

Petitioner's Request: Special Use Permit for an Towing service and Impound Lot M-1 zoning district

Recommendation: **Approval, with conditions**

Summary

The applicant requests to receive a special use permit to operate a towing service and impound lot situated on a portion of the proposed parcel at 105 Hill Street. The proposed location is at the southern part of the property adjacent to South Cemetery Street (see below).

Timeline

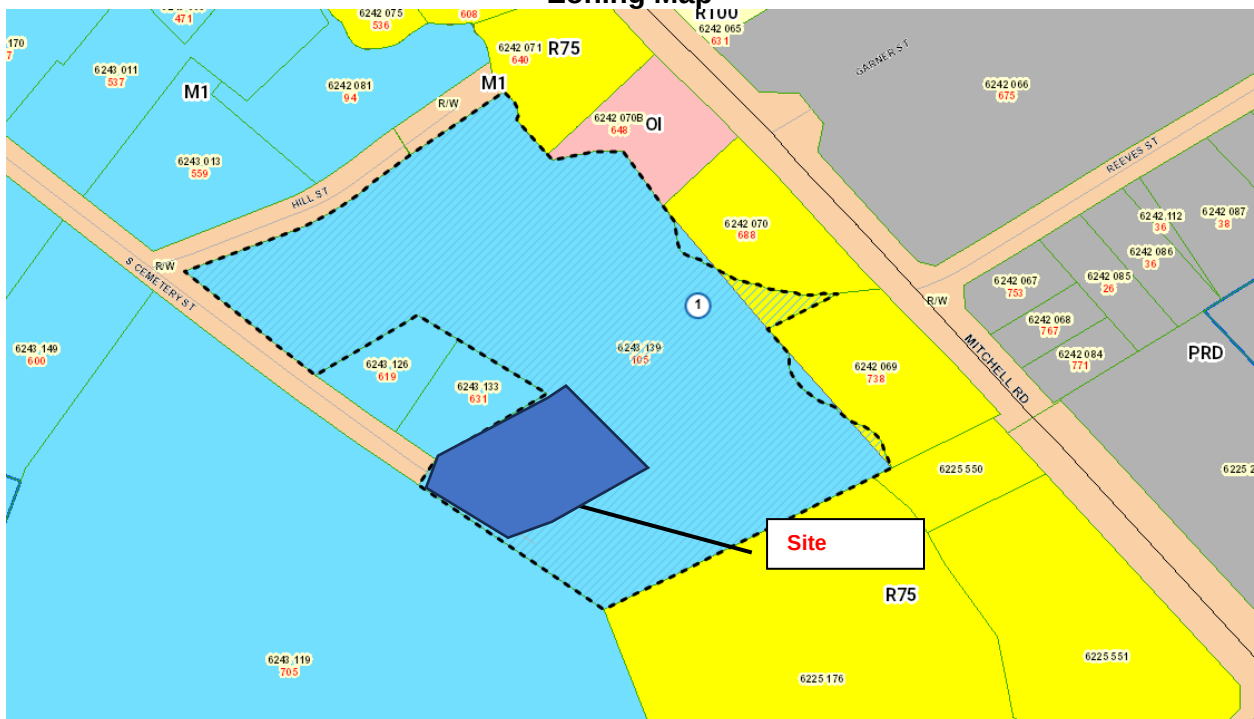
Under Section 104-3.B of the UDO, special use permit applications require and initial review to be by the Planning and Zoning Board (P&Z), followed by Policy Work Session discussion (PWS) and the Mayor and Council's voting meeting for final action. Here is the proposed schedule.

Board	Meeting Type	Meeting	Meeting Time	Room
P&Z	Hearing	Wednesday, February 7, 2024	6:30 PM	Community Room 2 nd Floor
M&C Policy Work Session	Hearing	Monday, February 19, 2024	6:30 PM	Conference Room 2 nd Floor
M&C Voting	Voting	Monday, March 4, 2024	6:30 PM	Council Chambers 1 st Floor

Aerial View

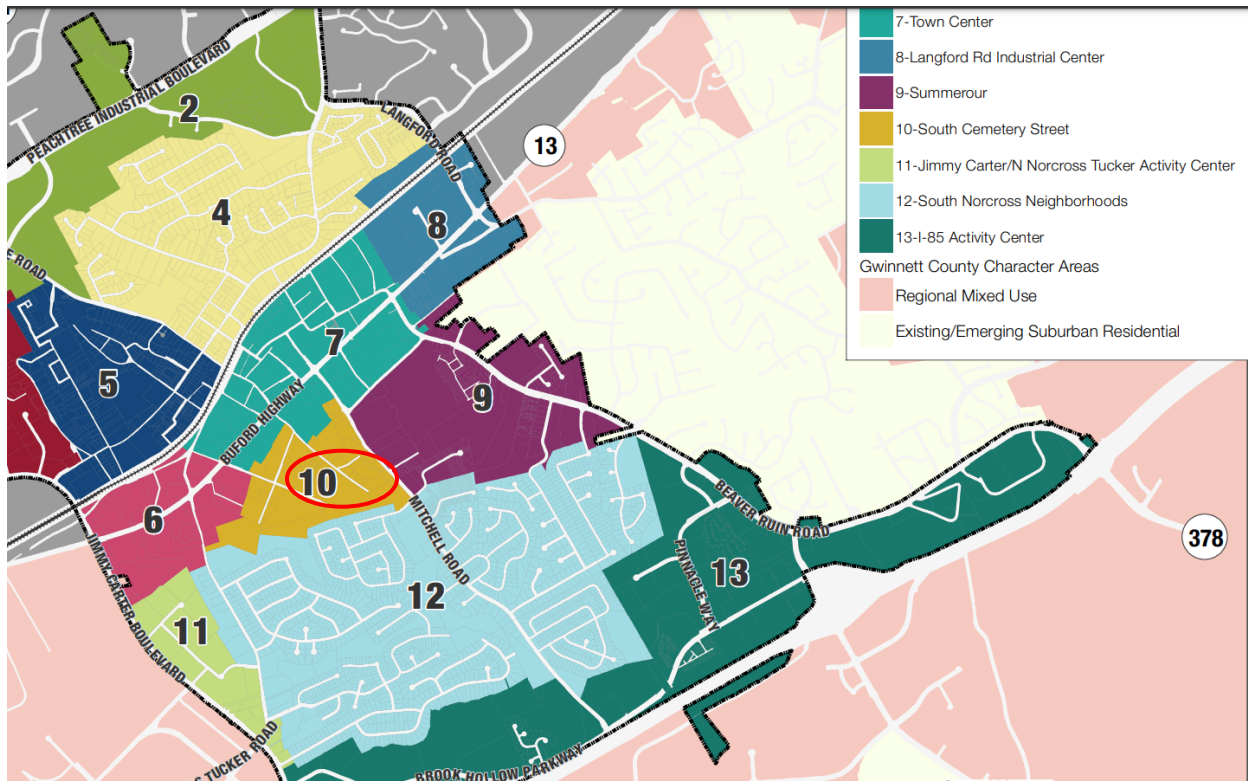


Zoning Map



Attachment: SUP2023-005 Staff Report (24-6919 : SUP2023-005 - Towing Service and Impound Lot)

Future Development Map



PROPERTY INFORMATION	
Property Location	105 Hill Street
Acreage:	Total site is 6.18 acres, proposed location site is less than 1 acre.
Existing Zoning / Land Use	M-1/ Light Industrial
Proposed Zoning / Land Use	M-1 Light Industrial
Character Area	10 – South Cemetery Street
Existing Lot Dimensions:	Frontage: Approximately 151' on Cemetery Street Depth: Approximately 187' NOTE: These measurement are based on the identified portion of the parcel, and identified on scaled drawings submitted with the application
Existing Building Dimensions:	There are two buildings on the identified portion of the parcel. A 1500 square foot single family home will be converted to an office; and a 2700 square foot metal building, that is currently non-compliant for industrial use.
Topography:	High Point: West side Low Point: East side

Elevation:	High Point: 964feet Low Point: 652 feet
Encumbrances:	There is a stream buffer on the rear of the parent parcel, as well as significant drainage issues throughout the property.

EXISTING ZONING AND LAND USE OF PROPERTIES WITHIN 500 FEET			
Location relative to subject property	Zoning/Land use	Address(es)	Land Area (acres) (approximate)
North	R-75 Single Family Housing	688 Mitchell Road	.5 acres
East	R-75 Single Family Housing	Undeveloped, Parcel Number: 6225 176	4.19 acres
South	M-1 Limited Industrial	705 Lively Ave	12.7 acres
West	M-1 Limited Industrial	631 S Cemetery St	0.5 acres

Applicant's Request

The applicant, Dennis Tuley, seeks to utilize a portion of the parcel at the location, 105 Hill Street (an industrial park) for a towing service with an impound lot. The portion of the parcel contains a 1500 square foot house, which is planned to be converted into an office, which is approximately 1500 square feet. Additionally the parcel contains a 2700 square foot building, which is approximately 2,700 square feet, which will contain a concrete pad to contain vehicles in various states of disrepair.

Existing Conditions

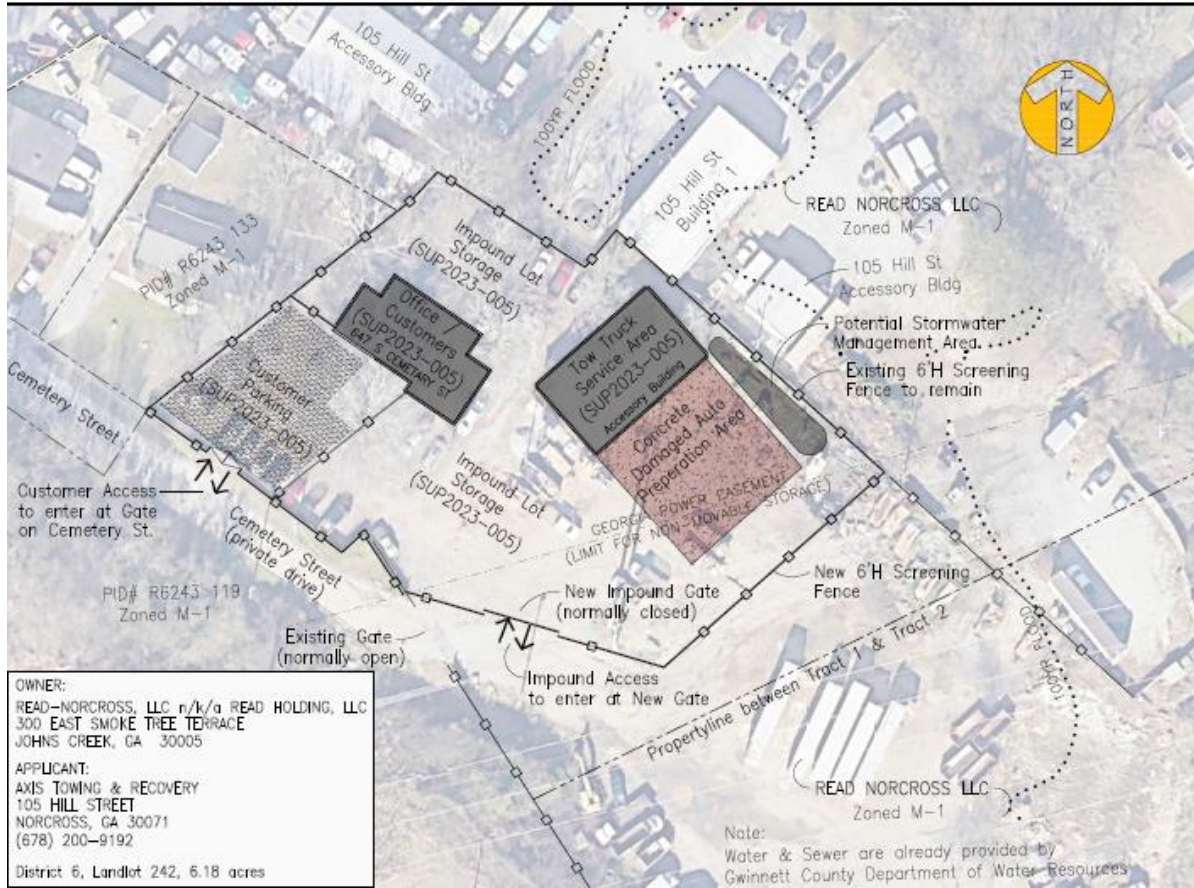
The subject property is zoned M-1 (Light Industrial) and it is currently developed as and industrial park with five buildings, in various uses, on 6.18 acres. The majority of businesses at the park are open Monday – Friday from 8 AM to 5 PM.

The portion of the parcel, specific to the SUP, is located adjacent to a landscaping business, as well as a transportation company. The parcel does not currently have any stormwater control measures. The proposed concept plan shows a retention pond, and the site will require engineered drawings to determined what BMPs are most appropriate for the request impervious.

The proposed portion of the parent parcel has two entrances off S Cemetery Street. The first entrance is primarily for customers, and will access customer parking. A separate entrance to the rear of the property, will provide access for commercial vehicles, tow vehicles and impounded vehicles.

Project Description

The applicant seeks a special use permit for a towing service with an impound lot, in the M-1 Light Industrial zoning district. A survey of the subject parcel, and with a street view of the subject building are depicted below for reference.



ZONING ANALYSIS

Current Zoning

The subject property is zoned M-1, Limited Industrial. Adjacent uses include a various uses permitted in the M-1 zoning district, including commercial truck repair.

Zoning Request

The M-1 Light Industrial district is established to provide adequate space in appropriate locations along streets, and at intersections for various types of business and service uses. These uses should include the retailing of major goods and services, warehousing, and automotive services, to include repair and auto-body repairs. Development of uses in the district characteristically occupies a larger area than in the C2, General Business District because it is intended to serve a more intense use.

2040 Comprehensive Plan Analysis

There is no proposed change to the Comprehensive Plan. The property is located in Character Area 10, South Cemetery Street. The following considerations should be made in order for the use to be compatible with the surrounding area.

- Industrial and heavy commercial uses should not be visible from Buford Highway, and screened appropriately
- Auto related commercial, heavy commercial uses, and light industrial uses are allowed
- Consider first floor minimum heights in M1 to accommodate future industrial uses

A. Land Uses by Character Area

Taken from the matrix, the following uses are either specifically detailed in the character area description or considered appropriate:

Generalized Use	10-S Cemetery St
Heavy commercial (auto related, outdoor storage)	Allowed

B. Policy Goals

Under the policy goals the proposed special use permit meets the following criteria:

- *Policy 1-2: Redevelop and enhance existing commercial and industrial areas.*
- *Policy 1-3: Support opportunities for infill development that reflects the neighborhood character.*
- *Policy 4-6: Support local entrepreneurs in building future ready businesses.*

C. Character Area Vision

The S Cemetery Road Character Area contains several points that support the vision of area of which the following applies:

A concentration of light industrial and heavier commercial

D. Land Use Definition

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

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

Junkyard means property used for indoor or outdoor storage, keeping or abandonment, whether or not for sale or resale, of junk including, but not limited to: scrap metal, rags, paper or other scrap materials, used lumber, salvaged house-wrecking demolition and structured steel materials and equipment or property used for the dismantling, or abandonment of automobiles or other vehicles or machinery or parts thereof.

***STAFF NOTE: The ordinance does not distinguish between a “junkyard” and an “Impound Lot”.**

Standards Governing the Exercise of Zoning Power

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

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

Staff is of the opinion that the request to approve a special use permit for a towing service and impound lot is consistent and suitable in view of the use and development of the adjacent and nearby properties. The area in general is developed as an industrial park, specifically for automotive repair and refurbishment.

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

The proposed project for a towing service and impound lot, is not anticipated to have any adverse effects on existing uses or usability of nearby properties. The site would have to meet parking, landscaping, lighting, stormwater management, building standards and all required licensing standards in addition to occupancy limits as determined by the Gwinnett County Fire Marshal.

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

The subject property has reasonable economic use as zoned and occupied currently.

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

Staff do not foresee any excessive or burdensome use of existing streets, transportation, utilities, and schools.

4) Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan?

The subject site is located within the S Cemetery Street Character Area, which is intended as a growing industrial area that has appropriate screening, and maintains access for commercial traffic. Therefore, it meets the intent of the Comprehensive Plan.

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

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

6) Whether the policies and objectives of the comprehensive plan, particularly in relationship to the proposed site and surrounding area align and support the proposal.

The policies and objectives of the comprehensive plan, in relationship to the proposed site and surrounding area, aligns with and supports the applicant's request. The site is located within an established industrial park.

7) Whether the proposal has the potential for adverse impacts on the surrounding area, regarding, but not limited to traffic, storm drainage, land values and compatibility of land use activities.

The proposed use has one existing commercial grade driveway that serves the subject site to facilitate traffic into and out of the site, and a residential style driveway that will need to conform to current building standards to be addressed in the Land Disturbance phase. Additionally the storm drainage will need to be addressed as the site has been developed. There are no staff concerns about land values or compatibility of land use activities relative to the proposed use of the site.

8) In the case of antennae and towers, the proposal will need to meet the standards listed in subsection 202)z)(5), special use permits.

This criterion does not apply to this request and therefore is not applicable.

Conclusion

The submitted application meets the comprehensive plan expectations as noted by the previously mentioned appropriate land uses, policy goals, and vision in Section C; the proposed development appears to meet the presented policy goals in Section B. The impound lot use is defined as a "Junkyard" in the definition section of the UDO.

Recommendation

Staff recommends approval, with conditions, of the special use permit for a towing service and impound lot at this location. The applicant is reminded that a special use permit can be considered for revocation, after public notice and a public hearing by the Mayor and Council, should it be determined that there are violations of any Norcross Ordinances with respect to the operations of the business.

Conditions

1. Development is to be confined to the delineations of the submitted concept plan. All development shall meet or exceed the standards indicated in the Uniform Development Ordinance.
2. All driveway entrances must be commercial grade, providing an apron to accommodate all types of traffic.
3. The identified office shall be upgraded to commercial office space, in foundation reinforcement, all ADA criteria, and accessibility, meeting all building code and Fire Marshal Requirements.
4. The metal building on site shall be augmented to current commercial building code, meeting all Fire Marshal Requirements.
5. All trees on site must be preserved, and any trees requested to be removed must have a certified arborist report submitted with the tree removal permit.
6. The site must be fenced with opaque fencing materials (metal and masonry mixed materials), with a minimum of 8-foot-tall fencing materials.
7. All road frontages shall provide a landscaped border, no more than 30% of one species of tree or shrub.
8. The portion of the parcel is required to contain all stormwater management within the delineated site. All stormwater must be designed consistent with current regulations for stormwater management.
9. The site is required to provide an outdoor lighting plan for customer parking, and the impound lot. Each parking lot shall have a minimum of 1 freestanding lighting fixture.
10. The customer parking lot is required to be paved, providing striping, and adequate ADA compliant parking.
11. All retaining walls, and any other structures, must be brought to the current code.
12. A delineation barrier between the customer parking and the impound lot must be placed either with fencing, or landscaping.
13. The impound lot shall note a capacity of parking on the Land Disturbance Permit.
14. An onsite monitoring system shall be installed to manage any incoming traffic, with notification to the Norcross Police Department to monitor any emergency situations.
15. An enclosed dumpster shall be placed interior to the impound lot and shall be composed of appropriate materials subject to design review.
16. All towing service vehicles shall be parked within the fenced area of the impound yard at all times.
17. The site is required to have soil testing conducted prior to the issuance of a Land Disturbance Permit by a Professional Engineer specializing in Geotechnical. Results are

to be included in civil drawings which will be held on file in the Community development Office.

18. No dismantling or salvage activities shall be permitted at any time.
19. Any manufacturing, processing, assembly, fabrication, servicing (including washing of vehicles), and repair operations are carried out within an entirely enclosed building.
20. Buildings shall be equipped with approved, and serviced FOG required traps or filters. All fluids shall be collected and contained for off site disposal.
21. All signs shall be permitted separately. A general signage plan will be required in compliance with the Land Disturbance Permit.
22. There shall be no variance or encroachment of any kind to the stream buffer for the comprehensive site.



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 Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-6942	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Planning and Zoning Board		

Sponsors:

Code Sections:

Title

Board Appointment - Planning and Zoning Board

Motion

A motion to Approve/Deny the appointment of the following candidate and unexpired term as presented:

Planning and Zoning Board

David Grayson 06/01/2026



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 Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-6932	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Norcross Microtransit Discussion		

Sponsors:

Code Sections:

Attachments:

1. [Agenda report - Microtransit Pilot Program](#)
2. [Norcross - Gateway85-Norcross Microtransit Initiative Briefing](#)
3. [Microtransit Presentation - Bourdeaux](#)
4. [Draft Microtransit Zone Agreement](#)
5. [Proposed - Gateway 85 - Microtransit - w. PIB Holcomb - excludes work layer](#)

Title
Norcross Microtransit Discussion

Drafter
Councilmember Bruce Gaynor

Motion
Motion to Approve/Deny an agreement between Gwinnett County, The Gateway85 Community Improvement District, and the City of Norcross regarding a Gateway85/Norcross Pilot Microtransit Zone, and appropriate \$44,768 from the Mayor and Council FY 24 budgeted contingency account for FY 24 costs associated with this pilot project.



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 Phillip

Agenda Report

To: Mayor and Council

From: Bruce Gaynor, Mayor Pro Tem

Meeting Date: March 4, 2024 – Mayor and Council

Item No.: 24- 6932

Title: Proposed Joint-Funded Microtransit Pilot Program

CC: Eric Johnson, City Manager

Recommendation Approve Agreement between Gwinnett County, The Gateway85 Community Improvement District, and the City of Norcross Regarding a Gateway85/Norcross Pilot Microtransit Zone, and appropriate \$44,768 from the Mayor and Council FY 24 budgeted contingency account for FY 24 costs associated with this pilot project.

Background The Gateway85-Norcross Area microtransit initiative would partner with Gwinnett County to jumpstart microtransit in the Gateway85 CID and Norcross areas, with plans to start on August 14th for two years. Currently, under the County Transit Development Plan (TDP), microtransit would not start in this area until 2027 assuming the TSPLOST initiative passes in the fall of 2024. Microtransit is an on-demand minibus service that operates like UberPool or other ridesharing/ridepooling services within a certain zone (see map) at a low cost to residents (\$3 per ride).

Key points:

- This project will jumpstart microtransit in the Norcross area, starting up the service in 2024 instead of 2027.
- Microtransit has been very popular in other parts of the county. Snellville piloted microtransit several years ago and currently has the service in circulation. Lawrenceville has a service now, and Buford, Sugar Hill and Suwanee are working on initiating a zone as well.
- Better transit will serve residents and employers. The City of Norcross and surrounding areas have communities that are some of the most transit-dependent populations in the metro area.

- A census tract served in this microtransit zone has over 20% of its population living at or below the poverty level.
- The communities along I-85 are over 85% minority with a significant immigrant Hispanic population and score over 85% on a social vulnerability index.
- The zone selected includes major high-traffic destinations for Norcross residents as well as key employers in the general Norcross area. Including:
 - Downtown Norcross, Dick's Sporting Goods, Publix, Target, Walmart, the Global Mall, Carter Oak Plaza, Hong Kong Supermarket, the Indian Trail Park and Ride, the Georgia Department of Labor, and Department of Driver Services. Employers include Eagle Rock Distributors, Amazon Distribution Center, Ole Foods, and Epi Bakery, among many others.
- The zone will cover almost all of Norcross, and the City will make up 40% of the overall microtransit zone in terms of both square miles and population served.
- The City's share of the total financing for the microtransit service is 25%.
- The City is paying for 38% of the non-County share of the service and Gateway85 is picking up the remaining 62%.
- If/when TSPLOST passes, the costs of the project will be covered entirely by these revenues, so this does not represent a long-term commitment by the City.

Financial Impact The City's share of this pilot program would be spread over three fiscal years, as shown below, with a total commitment of \$636,993.04. As this is intended to last two years, it can be considered a non-recurring commitment of that amount and the FY 25 and FY 26 costs could be funded with a drawdown of General Fund fund balance.

Calendar Year Cost		CY2024	CY2025	CY2026
Gwinnett	34%	\$182,649.85	\$457,179.34	\$226,481.34
CID	41%	\$220,254.23	\$551,304.50	\$273,109.86
Norcross	25%	\$134,301.36	\$336,161.28	\$166,530.40
		\$537,205.44	\$1,344,645.12	\$666,121.60
Pro-rated to match the Norcross Fiscal Year				
(Note these are estimates, ex/ costs may be lower during start up)				
Norcross FY		FY24	FY25	FY26
		\$44,767.12	\$313,641.76	\$278,584.16
		2 months	12 months	10 months

Consistent with Comprehensive Plan? Increases Opportunities for Travel via Different Modes within and Outside the Community.

Next Steps

Secure approval of proposal and funding by each agency.

Attachments

- Agreement between Gwinnett County, The Gateway85 Community Improvement District, and the City of Norcross Regarding a Gateway85/Norcross Pilot Microtransit Zone.
- Map of proposed service area.
- Gateway85 Presentation
- Background on the Gateway85-Norcross Area Microtransit Initiative.

Update

February 9, 2024

Background on the Gateway85-Norcross Area Microtransit Initiative:

Proposal: The Gateway85-Norcross area microtransit initiative would partner with Gwinnett County to jumpstart microtransit in the Gateway85 CID and Norcross areas, with plans to start on August 14th for two years. Currently, under the County Transit Development Plan (TDP), microtransit wouldn't start in this area until 2027 assuming the TSPLOST initiative passes in the fall of 2024.

Microtransit is an on-demand minibus service that operates like UberPool or other ridesharing/ridepooling services within a certain zone (see maps) at a low cost to residents (\$3 per ride).

Key points:

- This project will jumpstart microtransit in the Norcross area, starting up the service in 2024 instead of 2027.
- Microtransit has been very popular in other parts of the county. Snellville piloted microtransit several years ago and currently has the service in circulation. Lawrenceville has a service now and Buford, Sugar Hill and Suwanee are working on initiating a zone as well.
- Better transit will serve residents and employers. The City of Norcross and surrounding areas have communities that are some of the most transit dependent populations in the metro area.
 - The census tracts being served in this microtransit zone has over 20% of its population living at or below the poverty level.
 - The communities along I-85 are over 85% minority with a significant immigrant Hispanic population and score over 85% on a social vulnerability index.
- The zone selected includes major high traffic destinations for Norcross residents as well as key employers in the general Norcross area. Including:
 - Downtown Norcross, Dick's Sporting Goods, Publix, Target, Walmart, the Global Mall, Carter Oak Plaza, Hong Kong Supermarket, the Indian Trail Park and Ride, the Georgia Department of Labor, and Department of Driver Services. Employers include Eagle Rock Distributors, Amazon Distribution Center, Ole Foods, and Epi Bakery among many others.
- The zone will cover almost **all of incorporated Norcross** and the City will make up 40% of the overall microtransit zone in terms of both square miles and population served.
- The City's share of the total financing for the microtransit service is 25%.
- The City is paying for 38% of the non-County share of the service and Gateway85 is picking up the remaining 62%.
- If/when TSPLOST passes, the costs of the project will be covered entirely by these revenues, so this does not represent a long-term commitment by the City.

February 9, 2024

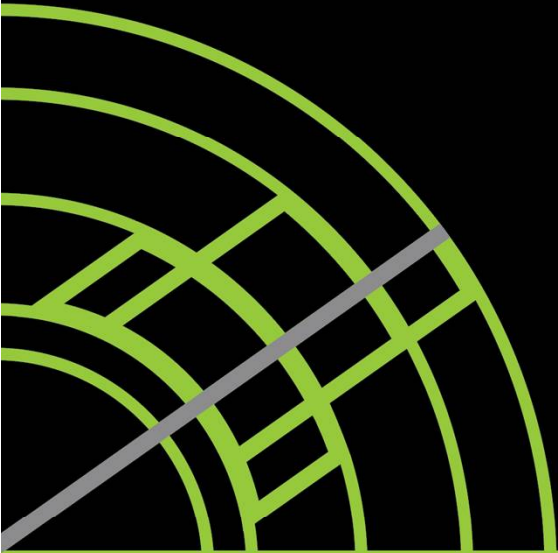
Estimated Proposed Costs/Funding

Calendar Year Cost		CY2024	CY2025	CY2026
Gwinnett	34%	\$182,649.85	\$457,179.34	\$226,481.34
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Norcross	25%	\$134,301.36	\$336,161.28	\$166,530.40
		\$537,205.44	\$1,344,645.12	\$666,121.60
Pro-rated to match the Norcross Fiscal Year				
(Note these are estimates, ex/ costs may be lower during start up)				
Norcross FY		FY24	FY25	FY26
		\$44,767.12	\$313,641.76	\$278,584.16
		2 months	12 months	10 months

The proposal is as follows:

- Microtransit services will be provided as part of a partnership between Gateway85, Gwinnett County and the City of Norcross.
- 3 buses with 1 in reserve (4 total)
- 6:00am to 8:00pm, Monday through Saturday (14 hour service)
- Service area of 37,000 people (15,000 in City of Norcross)
- Curb to curb service but may optimize to have “virtual stops” (like Uber directing people to walk a few blocks to a common pickup point)
- Cost per ride is \$3 and is accessed via an app/option to call and request a ride for those without smartphones.
- Each bus carries between 9 and 12 riders at a time; 9 is for buses that have mobility devices to allow wheelchair accessibility.
- 2-year contract that will run from July 2024-June 2026
- TransDev is the contract provider.
- Farebox revenue will be taken off of the top and will reduce the obligation of all entities proportionately. Each entity will be billed on a monthly basis for a 2-year period. Monthly bills will include the app, lease, operations and maintenance and fuel.

(See attached map)



GATEWAY85

Gateway85-Norcross Microtransit Proposal

October 24, 2023

Microtransit Service Pilot Model

- Zone-based On-demand transit
- App-based - RideGwinnett
- Microtransit supports destinations anywhere within the zone:
 - Businesses
 - Shopping Centers
 - Recreation (Parks)
 - Libraries

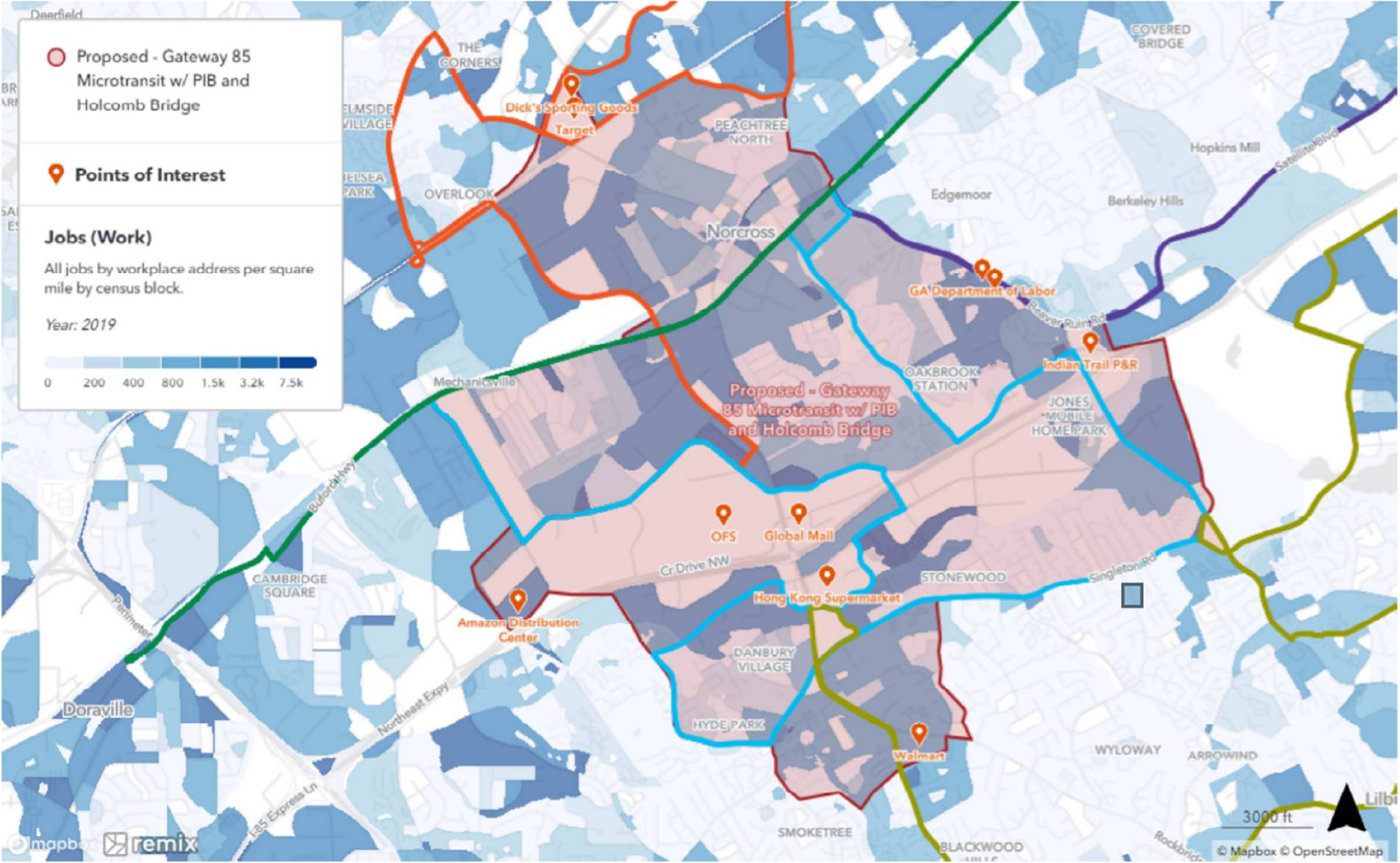


Microtransit Pilot

- Service area: 10 square miles
- Local service support: Routes 10A/10B, 20, 30, 35
- Hours of Operations: 14 hours (6am-8pm)
- Fare Structure: Pilot Fare
 - Fare Cost: \$3.00
- Vehicle capacity: Up to 9 passengers w/ 2 mobility devices or 12 passengers without mobility devices
- Current Operator: TransDev

Gateway85 Key Destinations

- Jimmy Carter - strip mall
- Downtown Norcross
- Global Mall
- Oakbrook Parkway area (jobs)
- Walmart
- Hong Kong



Estimated Proposed Costs/Funding

Calendar Year Cost		CY2024	CY2025	CY2026
Gwinnett	34%	\$182,649.85	\$457,179.34	\$226,481.34
CID	41%	\$220,254.23	\$551,304.50	\$273,109.86
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Pro-rated to match the Norcross Fiscal Year (Note these are estimates, ex/ costs may be lower during start up)				
Norcross FY		FY24	FY25	FY26
		\$44,767.12	\$313,641.76	\$278,584.16
		2 months	12 months	10 months

Meeting!!!

- Norcross City Hall, City Council Working Group Meeting
- February 19th, 6:30-8:00
- Speak in support if you want this!

AGREEMENT BETWEEN GWINNETT COUNTY, THE GATEWAY85 COMMUNITY IMPROVEMENT DISTRICT, AND THE CITY OF NORCROSS REGARDING A GATEWAY 85/NORCROSS PILOT MICROTRANSIT ZONE

This Agreement (hereinafter referred to as "Agreement"), made by and between the Gateway85 Community Improvement District, a self-taxing district authorized by the Gwinnett County Board of Commissioners and headquartered at 6305 Crescent Drive, Norcross, Georgia (hereinafter referred to as "CID"), the City of Norcross, a municipal corporation chartered by the State of Georgia and headquartered at 65 Lawrenceville Street, Norcross, GA 30071 (herein referred to as "CITY") and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as "COUNTY") (both CID, CITY, and COUNTY collectively referred to as "parties") each of whom has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS, the parties to this Agreement are duly authorized by law to enter into this Agreement; and

WHEREAS, both the CID, the CITY, and the COUNTY have certain funds allocated for use in connection with the Gateway 85/Norcross Pilot Microtransit Zone transportation project within the boundaries of the CID (hereinafter referred to as "Transit Zone") and the CITY as shown on "Exhibit A", attached hereto and incorporated herein by reference; and

WHEREAS, the parties believe that it would be in the best interest of the health, safety and welfare of the citizens of Gwinnett County to combine their resources and efforts to provide for the designation and operation of said Transit Zone to provide microtransit services within the CID and CITY boundaries.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1. At the CID's and the CITY's request, the COUNTY designates the boundaries of the CID and the CITY as shown on Exhibit A as the Gateway85/Norcross Pilot Microtransit Zone.
2. Service within the Transit Zone is scheduled to begin operation in August 2024 and will be provided for a 14-hour period daily throughout the term of this Agreement from Monday through Saturday, excluding holidays in "Exhibit B". Unless terminated earlier as provided herein, this Agreement will remain in effect through July 1, 2024 to June 20, 2026.
3. The COUNTY shall be responsible for securing all vendor(s) necessary to provide four vehicles to be utilized within the Transit Zone and to manage the operation of the Transit Zone.
4. The COUNTY shall be responsible for the payment August invoices from the selected vendor(s). Upon payment of invoices, the COUNTY will then invoice the CID and the CITY for its agreed upon share of the Transit Zone's cost on a monthly basis for reimbursement.

5. The CID shall be responsible for 41% of the total cost of providing the resources and services specified herein. Should the CID request additional resources or services, the CID shall be responsible for the full cost of any such additional resources or services.
6. The CITY shall be responsible for 25% of the total cost of providing the resources and services specified herein. Should the CITY request additional resources or services, the CITY shall be responsible for the full cost of any such additional resources or services.
7. The COUNTY shall be responsible for 34% of the total cost of providing the resources and services specified herein. In addition, the COUNTY shall provide staff to oversee the vendor(s), and the costs of COUNTY staff will be borne solely by the COUNTY. Should the COUNTY choose to modify, expand, or extend the resources or services provided beyond the scope specified herein, the COUNTY will be fully responsible for all such additional costs.
8. If any party wishes to terminate this Agreement, then the terminating party shall provide sixty (60) days advance written notice to the other parties. The parties agree to pay any and all remaining costs associated with this Agreement up to the date of termination in accordance with the terms of this Agreement. In addition, the terminating party agrees to pay for any additional operating costs associated with the Agreement that may accrue after the date of termination.

The parties agree that neither the COUNTY, the CITY nor the CID shall indemnify or hold harmless the other party, its agents, inspectors, servants and employees, past and present for any matters arising out of this Agreement. The COUNTY, the CITY and the CID shall assume and defend at their own cost, any suit, action or other legal proceeding arising therefrom.

All notices pursuant to this Agreement shall be served as follows: As to the COUNTY, Chairwoman, Gwinnett County Board of Commissioners, 75 Langley Drive, Lawrenceville, Georgia 30046, with a copy to the County Attorney at the same address. As to the CID, Executive Director, 6305 Crescent Drive, Norcross, Georgia 30093. As to the CITY, City Manager, 65 Lawrenceville Street, Norcross, GA 30071.

This Agreement constitutes the entire written agreement between the parties hereto as to all matters contained herein. All subsequent changes to this Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party, and no provisions contained within this Agreement are intended to nor shall they in any way be construed to relieve any contractor performing services in connection with the Transit Zone of any liability or of the obligation to complete the work in a good, substantial, and workmanlike manner. No provision in this Agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to the COUNTY, the CITY, or the CID by the Constitution and laws of the State of Georgia. The Agreement shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 2024.

GWINNETT COUNTY, GEORGIA

GATEWAY85 COMMUNITY IMPROVEMENT DISTRICT

By: _____
NICOLE L. HENDRICKSON

By: _____

Title: CHAIRWOMAN

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Title: County Clerk/Deputy County Clerk (SEAL)

Title: _____ (SEAL)

APPROVED AS TO FORM:

CITY OF NORCROSS

Gwinnett County Staff Attorney

By: _____

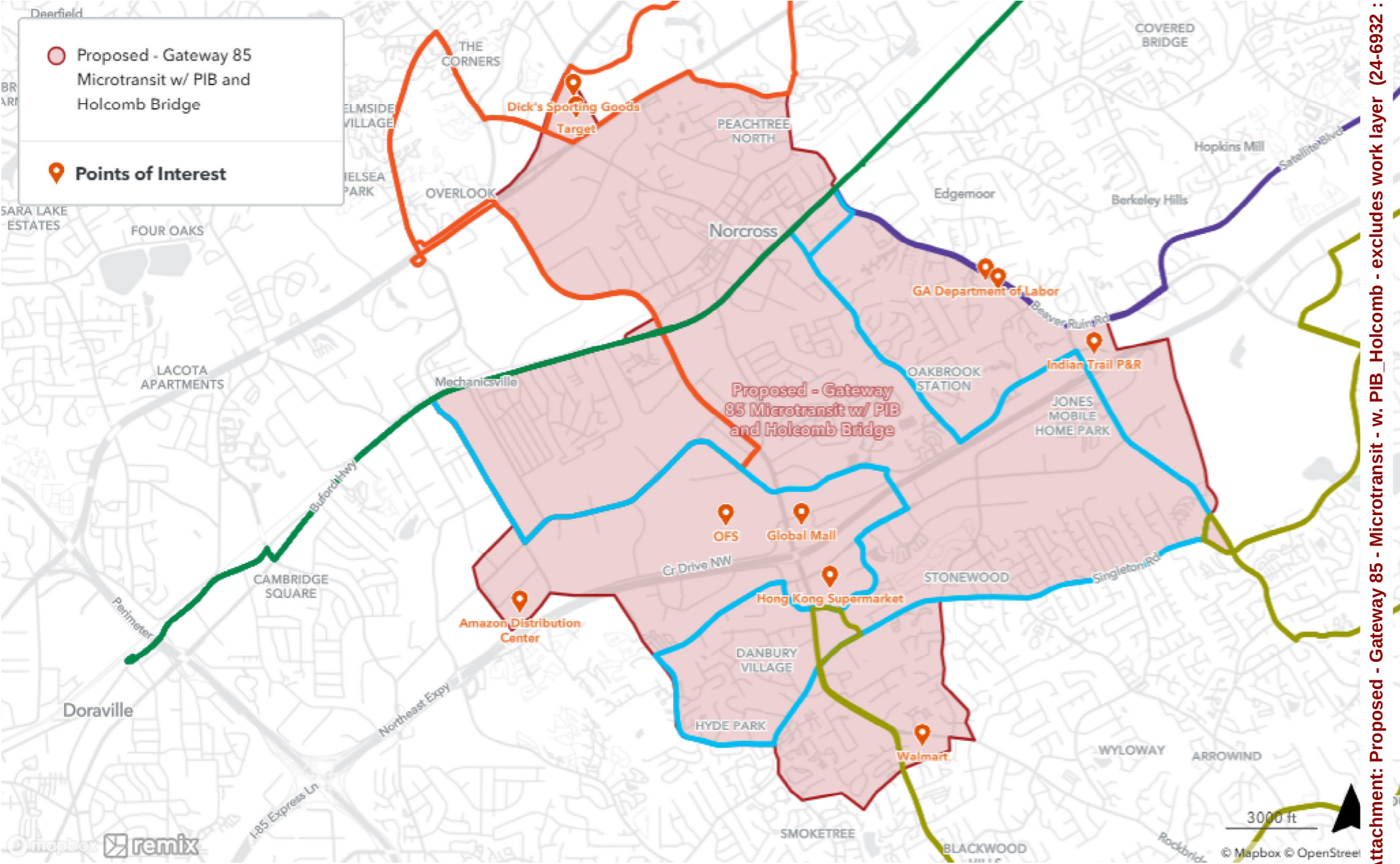
Title: _____

ATTEST:

By: _____

Title: _____ (SEAL)

Attachment: Draft Microtransit Zone Agreement (24-6932 : Norcross Microtransit Discussion)



Attachment: Proposed - Gateway 85 - Microtransit - w. PIB_Holcomb - excludes work layer (24-6932 :



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 Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-6924	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Sponsorship Request - DFOWW Incorporated		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Sponsorship Request - DFOWW Incorporated](#)
2. [DFOWW Community Sponsorship Application](#)
3. [DFOWW Digital Brochure](#)
4. [DFOWW INC. Charitable Organizations Permit](#)
5. [DFOWW Inc Annual Registration 2023 - 2024](#)

Title

Sponsorship Request - DFOWW Incorporated

Drafter

Daphany DuBois, DFOWW Incorporated

Motion

A motion to Approve/Deny a contribution of up to \$1008 to offset rental space foregone revenue to be used by DFOWW Incorporated for monthly meeting space on Saturdays through the end of FY23-24.



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

Agenda Report

To: Mayor and Council

From: Daphany DuBois, DFOWW Incorporated

Meeting Date: March 4, 2024 – Mayor and Council

Item No.: 24-6924

Title: Sponsorship Request - DFOWW Incorporated

CC: Eric Johnson, City Manager

Recommendation

Consider approval of a contribution of up to \$1008 to offset rental space foregone revenue to be used by DFOWW Incorporated.

Background

DFOWW submitted a Community Request for Funding Form to the City of Norcross to host monthly events in a meeting room on Saturday mornings/afternoons.

Per DFOWW's website: "Here at DFOWW Incorporated, we provide hunger relief and GED preparation classes to senior citizens, low-income individuals, and communities. Our mission is to bridge the food insecurity and literacy achievement challenges that disproportionately impact low-income communities and families with children. Our hunger relief program the Write-Right Nutrition Program (WRNP) provides supplemental nutrition assistance to senior citizens, low-income individuals, and families with children. The Write-Right Literacy Program (WRLP) is common core standard and helps prepare at-risk 16- & 17-year-old youth, and adults 18 years of age and up who did not graduate from high school, take the Reasoning Through Language Arts portion of the state GED test."



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

Financial Impact

Rental space use at the NCACC totaling up to \$1008 through the end of FY 23-24

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

1. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
2. Maintains a Vibrant Economy and Continue to Facilitate Job Growth

Next Steps

If approved by council, monthly meeting space on Saturdays will be provided to DFOWW Inc. totaling up to \$1008 in foregone rental revenue

Attachments

Agenda Report - Sponsorship Request - DFOWW Incorporated

DFOWW Community Sponsorship Application

DFOWW Digital Brochure

DFOWW INC. Charitable Organizations Permit

DFOWW Inc Annual Registration 2023 - 2024

Update



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:	DFOWW Incorporated
Address:	958 fern Avenue SE Atlanta, Georgia 30315
Main contact:	Ms. Daphany williams-DuBois
Position in organization:	Executive Director
Address (if different from above):	
Email:	info@dfoww.org
Daytime telephone number:	(678)977-9703

Section 2: About your organization

2.1 Is this organization a registered non-profit organization? Yes ☒ No ☐	
If no, does your organization have a constitution/ rules which it follows? Yes* ☐ No ☐ *If yes, please include a copy in your application.	
2.2 Who does this organization support/benefit?	Low-income individuals and families with children.
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?	

Our mission is to provide disproportionately disadvantaged, underserved communities, families, and children equality and equity through nutrition, health and wellness, academic & financial literacy, book writing & self-publishing, and entrepreneurship self-sufficiency workshops.





2.4 Description of how the Donation Request Amount will be of benefit to the Norcross Community? ~~our nonprofit programs and services will help to enrich the lives of the residents of Norcross.~~

Section 3: The Need

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

we are requesting meeting room space to host our workshops one (1) Saturday per month from 9am-3:30pm ~~and 1 hour and 30 minutes the Friday night before to set up.~~ We generally host workshops for 25-30 people. We are in need of classroom style space so the participants are able to sit at a table with chairs.

3.2 Does this Funding from the City of Norcross include Sponsorship for the organization?
Yes ☐ No ☒

If yes, please explain the current sponsorship display format: (Example: City of Norcross Logo in the weekly bulletin?)

3.3 Are you requesting any other contributions from the city? Venue Space, Park Rental Space, Marketing, etc.

Yes ☐ No ☒

If yes, please explain the requests of your organization.

Section 4: Confirmation

For our information please specify where you heard about City of Norcross funding initiative: we researched community meeting spaces online.

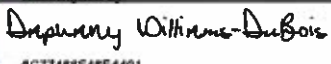
For us to process your application please ensure you have:

- 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:	DocuSigned by:  Executive Director BC77480F48E4401
Print name:	Ms. Daphany Williams-DuBois
Date:	1/16/2024

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

Signature:	
Print name:	
Date:	

Facts

- Literacy is not an individual challenge, but a larger, multi-generational community issue with inter-connected implications to business, government, education, culture, and family life everywhere.
- “Adult illiteracy directly affects an individual’s employment options, likelihood to live in poverty, likelihood to be incarcerated, access to adequate health care and health outcomes, and life expectancy.”
- Alpha Diallo, *The Washington Post*
- 30 million Americans are considered illiterate, meaning they cannot read, write, or do basic math above a third-grade level (*ProLiteracy*).

The State of Literacy in America

Illiteracy can have a grave impact on an individual’s quality of life. Consider the following:

- According to Buffington Self Help, a nonprofit organization based in South Carolina, found that "Low literacy individuals struggle to find employment or settle for low-paying jobs."
- Children with illiterate parents are 72% more likely to struggle with reading (*National Bureau of Economic Research (NBER)*).
- 75% of prison inmates were high school dropouts and are considered illiterate (*Rand Report: Evaluating the Effectiveness of Correctional Education*).
- Those who cannot read lose the opportunity to vote and have fewer growth opportunities in employment.
- African American students are less likely than Caucasian students to have access to college-ready courses. Infact, in 2011-12, only 57 percent of African American students had access to a full range of math andscience courses necessary for college readiness, compared to 81 percent of Asian American students and 71 percent of Caucasian students (*unicef.org*).

OUR PARTNERS



CONTACT US

(678)977-9703 info@dfoww.org
www.dfoww.org

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Mission Statement

DFOWW Incorporated is a 501(c)3 federal tax-exempt nonprofit charity organization headquartered in Atlanta, Georgia. Here at DFOWW Incorporated, we provide services and resources to low-income communities and families with children to promote self-sufficiency. Our mission is to provide disproportionately disadvantaged, underserved communities, families, and children equality and equity through nutrition, health and wellness, academic & financial literacy, book writing & self-publishing, and entrepreneurship self-sufficiency workshops.

Programs and Services

DFOWW Incorporated offers four major programs to help underprivileged, low-income communities and families with children: the Write-Right Literacy Program (WRLP), the Write-Right Nutrition Program (WRNP), The Write-Right Self-Publishing Program (WRSPP), and the Write-Right Business Program (WRBP).

WRLP is taught in a virtual classroom via Microsoft Teams, so interested individuals anywhere in the United States can apply and enroll in the program. Additionally, the WRNP provides enrolled participants with information on nutrition literacy as well as free groceries. The WRSPP is designed to assist aspiring writers with crafting and self-publishing manuscripts, and the WRBP focuses on helping future entrepreneurs take their first steps into the world of business.

The Write-Right Literacy Program (WRLP)

The Write-Right Literacy Program is a three-and-a-half month-long virtual program designed to address literary achievement challenges unique to low-income communities and families with children. The WRLP is aligned with the common core standards and developed to assist low-income individuals over the age of 18 without a high school diploma to take the Reasoning Through Language Arts portion of the state GED test. At-risk 16 & 17-year-old youth seeking enrollment will only be considered with verifiable parental consent. The WRLP is listed on the National Literacy Directory (NLD) website.

The Write-Right Nutrition Program (WRNP)

The Write-Right Nutrition Program addresses food insecurity challenges disproportionally impacting low-income individuals and families with children. Under this program, we host nutrition literacy

events in which all participants are provided with a healthy meal. Low-income individuals who experience food insecurity can apply to enroll in this program. Eligible applicants will receive free monthly groceries

The Write-Right Self-Publishing Program (WRSPP)

Everyone has a story, and anyone who wants to share their story should be given the opportunity, irrespective of socioeconomic status. The Write-Right Self-Publishing Program is a series of writing workshops designed to assist inexperienced writers who want to strengthen their voices and develop a greater understanding of the craft of writing and self-publishing their manuscripts.

The Write-Right Business Program (WRBP)

Many people want to start their own businesses but lack the skills and resources to become an entrepreneur. Entrepreneurship, however, paves the way for generating wealth and higher earnings. The benefits of entrepreneurship extend beyond the businesses they establish. Many want to start a nonprofit to pursue a mission they care deeply about. Entrepreneurs improve the lives of individuals, communities, and the overall economy. Entrepreneurship promotes innovation and self-reliance, as well as generating employment opportunities. The program also provides mentorship and guidance to youth wanting to be entrepreneurs.

Special Online Reading and Writing Workshops

Special online reading and writing workshops' curriculum differs from the fourteen-week Write-Right Literacy Program, in which interested participants must meet certain requirements to register and enroll in the program. We believe providing special online workshops (FREE to everyone) helps provide supplementary academic support to individuals and families who are on the WRLP path to literacy.

Our Logophiles and Word of the Day special online workshops are open to everyone (both locally and worldwide). These fun workshops are designed to help build vocabulary. Through our Logophiles and Word of the Day reading and writing workshops, we introduce participants to new and unique vocabulary words. This will expand their reading ability and allow them to communicate with people of all educational backgrounds.

Community Literacy Events

Community Literacy is about bringing people together to help improve the

community by providing safe spaces for individuals and families, and children to learn outside of traditional education. Community literacy events assist attendees in acquiring basic reading and writing skills. It is an effort to build the community by means of literacy and food nutrition. We host free monthly literacy events. Our community literacy events are taught by our local staff and range from a host of topics that include:

- Reading Comprehension
- Building Vocabulary
- Introduction to Parts of Speech
- Introduction to Punctuation Marks
- Grammar and Syntax
- Sentence types

We understand food nutrition is interconnected with an individual's ability to learn and retain information, so through the Write-Right Nutrition Program (WRNP), we provide free nutritious meals to all attendees at our community literacy events.

Write-Right Literacy Program Incentives

- All participants successfully completing the three-and-a-half-month virtual literacy program will receive a \$40.00 financial reward scholarship (GED voucher). Our goal is to assist 300 participants each fiscal year.
- An Official Certificate of Completion

Students not passing the RLA state exam during their first attempt will be encouraged to remain in the program (the following semester) until they are able to retake the state exam and pass. Please note: before graduating from the Write-Right Literacy Program, participants will need to register and take the RLA state exam one week before the last day of class at a state-approved local testing facility in the city and state in which they reside. We will assist program participants in setting up a day and time convenient to take the state exam.

Our nonprofit organization outreach managers will assist program participants in registering for a free GED program near where they reside. This way, there is continuity in academic instruction, and program graduates can begin preparing for the other subject portion of the GED (i.e., math, science and social studies). We will assist program participants with this program requirement.



The Office of Secretary of State
Securities & Charities Division

Date of Notice: February 4, 2022

Mailed To:

dfoww, Incorporated
Attn: Daphany Williams- Dubois
958 Fern Avenue, S.E.
Atlanta GA 30315

Registrant #: CH014779
Effective Date: 02/13/2022
Expiration Date: 02/13/2024

CHARITABLE ORGANIZATION PERMIT

The Charitable Organization identified above, having complied with the filing requirements of O.C.G.A. § 43-17-5, is registered as a Charitable Organization in Georgia.

The issuance of this permit in no way relieves said Charitable Organization from complying with the Georgia Charitable Solicitations Act of 1988, including the requirement to maintain current information on file with the Secretary of State.

The registration is effective on the date set forth above and such registration shall expire on the expiration date set above unless all reports are filed and the registration is renewed as required by law.

The issuance of this permit does not mean that the Secretary of State has passed, in any way, upon the truth, completeness, or accuracy of the information filed, and the merits of the Charitable Organization.

-

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed

Secretary of State

Filing Date: 1/5/2023 9:05:22 PM

BUSINESS INFORMATION

CONTROL NUMBER	19162504
BUSINESS NAME	dfoww Incorporated
BUSINESS TYPE	Domestic Nonprofit Corporation
EFFECTIVE DATE	01/05/2023
ANNUAL REGISTRATION PERIOD	2023, 2024

PRINCIPAL OFFICE ADDRESS

ADDRESS	958 Fern Avenue SE, Atlanta, GA, 30315, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
Daphany Tiffany Williams-DuBois	958 Fern Avenue SE, Atlanta, GA, 30315, USA	Fulton

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
Daphany Tiffany Williams-DuBois	CEO	958 Fern Avenue SE, Atlanta, GA, 30315, USA
Daphany Tiffany Williams-DuBois	CFO	958 Fern Avenue SE, Atlanta, GA, 30315, USA
Daphany Tiffany Williams-DuBois	SECRETARY	958 Fern Avenue SE, Atlanta, GA, 30315, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Daphany Tiffany Williams-DuBois
AUTHORIZER TITLE	Officer

Attachment: DFOWW Inc Annual Registration 2023 - 2024 (24-6924 : Sponsorship Request - DFOWW Incorporated)



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 #:	24-6906	Version:	
Type #:	Agenda Item	Status:	
On Agenda:	3/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Sponsorship Request - Norcross Gallery & Studios		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Non-Profit Contribution to Norcross Gallery & Studios](#)
2. [Community Sponsorship Application 2.12.24](#)
3. [Request for Funding Description](#)
4. [Invoices](#)

Title

Sponsorship Request - Norcross Gallery & Studios

Drafter

Anne Hall, Norcross Gallery & Studios

Motion

A motion to Approve/Deny a contribution of up to \$2,600 to Norcross Gallery & Studios for the purpose of covering costs associated with the 2023 NORCROSS--LIFE THROUGH THE LENS photo contest and exhibit, to be funded by the Mayor and Council's Professional Services - Other account.



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

Agenda Report

To: Mayor and Council

From: Anne Hall, Norcross Gallery & Studios

Meeting Date: March 4, 2024 - Mayor and Council

Item No.: 24-6906

Title: Non-Profit Contribution to Norcross Gallery & Studios

CC: Eric Johnson, City Manager

Recommendation Consider approval of a contribution of up to \$2,600 to Norcross Gallery & Studios for the purpose of covering costs associated with NORCROSS--LIFE THROUGH THE LENS photo contest and exhibits.

Background Norcross Gallery & Studios submitted a Community Request for Funding Form to the City of Norcross to assist with a contest and exhibitions from September 14—October 31, 2023.

Financial Impact \$2,600. Funds would come from the \$20,000 set aside by Mayor and Council FY24 budget to support non-profit funding requests.

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

Yes, consistent with Goal 6.

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

Next Steps

Funding will be available as reimbursement if approved by City Council at the February 5 City Council Meeting.

Attachments

Community Sponsorship Application - NGS
 Request for Funding Description
 Invoices

Update

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:	Kudzu Art Zone, Inc., DBA Norcross Gallery & Studios
Address:	116 Carlyle St., Norcross, GA 30071; P.o. box 572, Norcross, GA 30091
Main contact:	Anne Hall
Position in organization:	Director
Address (if different from above):	
Email:	annehallstudio@yahoo.com
Daytime telephone number:	Mobile 215-715-4307. Gallery 770-840-9844

Section 2: About your organization

2.1 Is this organization a registered non-profit organization? Yes x ☐ No ☐ If no, does your organization have a constitution/ rules which it follows? Yes* ☐ No ☐ *If yes, please include a copy in your application.
2.2 Who does this organization support/benefit? Kudzu Art Zone, Inc., DBA Norcross Gallery & Studios, is a recognized 501(c)(3) nonprofit volunteer organization, providing artists with creative opportunities and professional resources, and advancing the cause of Fine Arts awareness and education in the artistic and local communities. Incorporated in 2006, we operate in a city owned property to serve as a community arts center and meet a particular set of requirements such as obtaining grants and offering educational opportunities for Norcross citizens.

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?
We offer 9-21 exhibitions, classes, workshops, artist demonstrations, all open to the public.

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

We request a reimbursement for expenses incurred in developing and pioneering the 2023. photography exhibitions, Norcross—Life through the Lens, or La vida a traves de lente

Section 3: The Need

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

In spring 2023, we developed a budget for the photo contest with Accent Creative. Based on that budget, we submitted a project grant application for \$6500 to Creative Gwinnett. However, as enthusiastic as their response to the project was, they could only award us \$3000. By the time we learned of that outcome, we had already spent more than that. We put together a proposal for expenses we anticipated to mount and show photographs in multiple locations. This request for \$2600 was approved by Mayor and Council in late summer. We sought and obtained a sponsor and donor for \$1900. As the competition progressed from June to November, we spent more than the original budget. This new request for reimbursement reflects our actual spending.

3.2 Does this Funding from the City of Norcross include Sponsorship for the organization?

Yes ☒ No ☐

We displayed the city logo on our digital and print promotions.

If yes, please explain the current sponsorship display format: (Example: City of Norcross Logo in the weekly bulletin?) The city logo is on our website and appeared on the posters produced to solicit submissions and to promote the exhibitions.

Section 4: Confirmation

For our information please specify where you heard about City of Norcross funding initiative: Melissa Ziegler.

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:	Anne Emerson Hall
Print name:	Anne Emerson Hall
Date:	February 12, 2024

City of Norcross Administrator only:

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

Signature:	
Print name:	
Date:	

Norcross Gallery and Studios requests funding for a major project designed to engage every member of the City of Norcross. We have already secured a grant of \$3,000 for the project from the Gwinnett Creativity Fund, a sponsorship of \$1,500 from Keller Williams agent April MacManus, and a private donation of \$400. These funds almost cover our initial outlay to promote the first phase of the project. The narrative below was submitted to the Gwinnett Creativity Fund and has been updated for this submission.

Norcross--La vida através del lente (Norcross--Life Through the Lens) is a city-wide photography competition. We invite every member of the community able to take a picture on a camera or a phone during the July 4 holiday weekend. Our website will be open for submissions free of charge until July 24.. We expect 500-1,000 submissions and plan to accept all except the egregiously objectionable and to display them "clotheslined" in multiple locations to be recruited across the 6.17 square miles of the City of Norcross from September 14-October 31.

A jury of three professional photographers, Tracey Rice, HGay Allen and Pablo Andres Rodriguez, will select the top 40-50 images to be framed and exhibited in our front gallery at 116 Carlyle Street, Norcross. The project will complement plans being made for Artober in Norcross as well as coincide with the annual event, Atlanta Celebrates Photography. Display locations can be featured on the ArtMap so that everyone in this diverse community can share the joy of looking for pictures of the people they love and what they love to do in celebrating our nation's anniversary.

We are developing this project in conjunction with the Norcross Public Arts Commission. Their members Kat Ash, marketing director for Cultivation Breweries, and Sonia Lopez, immediate past president of the Lions Club of Norcross, have been key contributors to the planning process. Management team leader Anne Emerson Hall, formerly VP and director of marketing for the Addison-Wesley Publishing Company, chairs a committee including webmaster and photographer Brendon Lewington, professional photographer Traci Kruger, and Spanish teacher Kathy de Cano, who will translate all communications from English to Spanish to reach the majority Hispanic population.

Briefly discuss the organization and its history and give a short overview of the type of services/programming the organization offers.

Founded in 2006 as Kudzu Art Zone, Inc. this organization serves the cause of Fine Arts awareness, offering creative opportunities and professional resources to artists as well as educational events for the public. During the last 17 years, we have exhibited more than a thousand artworks in over one hundred shows at our gallery and in outside venues in the City of Norcross, held summer camps for underprivileged children and brought nationally known artists to teach workshops. We host receptions for every exhibition in our gallery that are free and open to the public. There are eight exhibitions scheduled there in 2023 as well as ten in Cafe45 South. [Other outside venues with exhibitions that change quarterly or less depending on their preference include the city's

Cultural Arts and Community Center, and popular restaurants Paisano's, the Iron Horse Tavern and Mojitos.] Post pandemic, we have built a schedule of classes that range from introductions to art media to more advanced topics.

Describe the area where the organization is located and the community the organization serves. This community could be defined by geography, age, physical ability, gender, ethnicity, etc., or any combination of these traits.

Right before the pandemic, we changed our trade name to Norcross Gallery & Studios to better reflect our location in Historic Downtown Norcross and our relationship to the City of Norcross. We are a 501(c)3 nonprofit all volunteer organization with 70 members who range from those recognized in the International Association of Artists, a UNESCO partnership; those who have exhibited professionally for decades; to those who are developing their skills in retirement; what they share in common is a love of art and expression. Our members come from various locations in the metro area, from Woodstock, Cumming, Atlanta, Lilburn, Conyers and more.

How does your organization serve underserved communities and how will this project continue to actively engage underserved audiences?

Please provide specific examples. (Note: The answer should not focus exclusively on using an ADA compliant facility or on giving away tickets. Underserved audiences are those groups that lack access to the arts because of any barrier, such as language, geography, economic status, physical ability, etc.)

We have begun implementing recommendations and a white paper on accommodations for special needs provided by a new member who led the accommodation planning process for Georgia State University. In April, we visited Annandale Village to meet with the program director and art teacher in preparation for a painting workshop we held for 10 intellectually challenged adults later that month. We plan to welcome Villagers to similar events in the fall.

This spring we advertised a painting workshop in Spanish taught by a native Spanish speaker. As part of our promotion efforts, we participated in International Night at Summerour Middle School, which has led to more opportunities to bring our art to the student body and to bring the student body to our gallery and studio. It did not result in registrations for our Spanish class, so we recognize we have more to learn about reaching out to the Hispanic community that makes up 47% of the population in Norcross. As we participated in the information gathering phase of the arts master plan process led by Purpose Possible, we learned that the divide between the two sides of Norcross can be characterized as "palpable." It is our strong conviction that our project will take a giant step towards resolving that division, with displays throughout the 6.17 square miles that make up the city.

Describe how your organization demonstrates diversity within your board, leadership/staff, artists, audience and programs.

Please provide specific examples.

The only diversity exhibited in our board is that it is made up 50/50 between artists and community members. Our volunteer leadership is all artists and photographers, 70/30 women and men and all Caucasian. Within our membership are artists born in India, China, Brazil, South Africa, Mexico and Lithuania who came to Atlanta for business and professional opportunities for themselves or family members. What we all share is a love of art and a desire to share that with as many people as we can reach.

As mentioned above, all our offerings are open to the public. As one of the "hidden gems" of Norcross, we are challenged to make our organization and offerings more visible to a greater variety of residents. In January of this year, we began holding a monthly exhibit and reception for the "Artist of the Month" at the invitation of the new owners of Cafe45 South in downtown Norcross, and to participate with them in offering a social event combining wine and painting once a quarter. The attendees at the first such event for Valentine's Day included at least four tables with African American women, a great improvement in exposure for us. The second such event on May 11 a "Sip and Strokes" wine tasting, also attracted a diverse crowd.

How will you ensure the overall quality of the project? How will you ensure that the project is completed successfully? Do you have any partnerships in place for the project?

As described in the answer to the first question, we have a highly qualified team who have been involved in planning for the last five months. We have provided postcards and/or hung posters in close to 140 locations in Norcross and Peachtree Corners; promoted through Facebook and Instagram ads; reached out to the Peachtree Corners Photography Club, Southwest Gwinnett Chamber of Commerce, Korean American Association, and Latino Lions. Our project is intended to be as open and welcoming as possible with no entry fee and minimal criteria for acceptance. Peachtree Corners and Southwest Gwinnett magazines have become our in-kind media sponsor. Anne Hall and Sonia Lopez appeared in two bilingual Facebook Live interviews filmed by Pedro Valdosiera. In addition, a team of six will distribute reminder cards during the firework celebration in Thrasher Park the evening of July 3.

Our crucial next steps are:

- 1) securing funding or donations to print and mount photographs for display—\$200.***
- 2) finding locations for "clothesline" displays across the city—\$380.***
- 3) purchasing necessary supplies to mount the displays—\$250.***
- 4) printing signs to identify the locations—\$300.***
- 5) additional social media promotion—\$100.***
- 6) holding a reception to announce winning pieces selected by the jury—\$400.***
- 7) providing honoraria to our three jurors for their contributions of expertise and time, which we expect to total 18 hours apiece—\$300.***
- 8) purchasing ribbons and writing checks to the five award winners—\$670.***

Total requested: \$2,600 for which we will provide a report in full with paid invoices from each provider.

We will continue actively seeking more sponsors and donations.

Give an example of recent programming that demonstrates high quality work.

Please provide details of the event such as location in Gwinnett where the event took place, dates, communities served, etc.

We developed an exhibition of artwork by the advanced placement art and International Baccalaureate students of Norcross and Paul Duke STEM high schools during the last four months. Thanks to a partnership with the City of Norcross Downtown Manager, the exhibition was mounted at the city property, The Rectory.

Five teachers collaborated with us to plan and schedule the event working around the end of year requirements for the students' portfolio submissions to the College Board. We raised the funds to put on the exhibition and make awards through our annual fundraiser, Norcross Squares, and by appealing to members and organizations in the City of Norcross as well as friends of the gallery. These include the Heart of Norcross business association and the Southwest Gwinnett Chamber of Commerce as well as several individuals. On Friday, May 5, the teachers and 24 students hung and displayed the artworks the students chose to exemplify their years' work.

Professional gallerist Mark Karelson, founder and owner of Buckhead's Mason Fine Arts and Events juried the exhibition and was so impressed by the overall quality that he donated his honorarium back so that every student artist received an award. He selected four artists based on the artistic merits of their work who received ribbons, generous gift cards from art supply store Sam Flax, and cash awards from the gallery for honorable mention, third, second and first place. A fifth award was made for People's Choice when the ballots were counted—a record high number for us of 64 votes cast.

At the reception on Sunday, May 7, five students selected by their teachers each received merit awards according to the criteria of each teacher. In addition, an anonymous donor selected two recipients of awards to recognize their artistic achievements and to encourage their future development. The top award was a memorial prize provided by the daughters of a late member. The winner was selected by an artist who knew the member, her artwork and values, and who had taught high school art.

The reception and awards ceremony were attended by close to 80 friends and family. Altogether, the prizes and awards totaled \$1,400, which represents the encouragement and accolades our community wished to bestow on young artists. Based on the quality of their artwork, the winners included those of Mexican, Taiwanese, Nigerian and Chinese ancestry.

Community Impact

Why are you undertaking this project? How will the community you serve benefit from this project?

As we participated in the information gathering phase of the arts master plan process led by Purpose Possible for the Norcross Public Arts Commission, we learned that the divide between the two sides of Norcross can be characterized as "palpable." It is our strong conviction that our project will take a giant step towards resolving that division, with displays throughout the 6.17 square miles that make up the city. We selected the national holiday for our first foray into a citywide photography competition because we know the firework display on July 3 is very popular and we believe that many families celebrate together on July 4. Our hope is that all Norcross will join in the spirit of "la familia" by sharing their photos with all of us.

How did audience and community input inform the organization's decision to do this project?

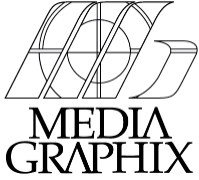
Since the project was conceived by Norcross Gallery & Studios member Anne Labaire, we presented it formally to the Norcross Public Arts Commission in fall 2022. We have attended subsequent monthly meetings to gather further input and from them we gained two team members. In more casual conversations with community members in the organizations named above, we have gathered support for the premise. The city's marketing agency Accent Creative has provided advice and ideas of the best ways to communicate through city channels, and their translator is double-checking the work of our translator.

Goals

What is the specific goal/outcome for the project and how will you determine that the goals have been met?

We aim to

- collect from 500-1000 entries
- display them in as many locations as it takes and/or that we can recruit
- motivate the friends and families (and subjects) of the photographers to visit the displays
- triple the typical number of attendees at the reception we will hold for the exhibition of the photos accepted for the gallery. (We average 70 during a two-to-three-hour period, and our capacity is 150, so we best hope the 210 attendees we desire will space themselves out)
- garner unearned coverage from at least two major media outlets in the metro area.



Media Graphix
6180 Atlantic Blvd
Suite L
Norcross, GA 30071

Invoice

No: 109405

Date: 6/20/23

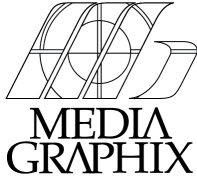
Customer PO:

6012

Anne Hall
Norcross Gallery and Studios
116 Carlyle Street
Norcross GA 30071

Quantity	Description	Amount
300	#5 Posters Quote - 4/4 (English on 1 side and Spanish on other), 11 x 17 - 300 QTY , 11 x 17 White 100#ATHENS PRODIGITAL GLOSS TEXT, Digital Color on 2 sides 0 PDF Proof	\$ 185.83
Taken by: Gus Account Type: COD ***CC PDF PROOF TO EMILY AND MINA AT ACCENT CREATIVE Norcross Gallery & Studio - \$ 0.00 7/20/23 1:14 PM Deposit 1: \$185.83 (Check)		SUBTOTAL \$ 185.83 TAX SHIPPING \$ 0.00 DEPOSITS \$ 185.83 TOTAL \$ 185.83 AMOUNT DUE \$ 0.00 DATE DUE 7/20/23 1:14 PM

Attachment: Invoices (24-6906 : Sponsorship Request - Norcross Gallery & Studios)



Media Graphix
6180 Atlantic Blvd
Suite L
Norcross, GA 30071

Invoice

No: 109406

Date: 6/21/23

Customer PO:

6012

Anne Hall
Norcross Gallery and Studios
116 Carlyle Street
Norcross GA 30071

Quantity	Description	Amount
5,500	Norcross Gallery & Studio - Postcards Mailers (English & Spanish) 2-Version@5,500 qty Each- 4/4 + Mailing Services - Inkjet Postcards (Database Setup from mailing list provided), Presort and Deliver to USPS + 1000 Overs to Anne Hall , 5.5 x 8.5 WHITE 130#Athens Silk Cover - Skids, 2 sheets, printed, 4 colors front in 5c 4c Proc + Aq Gloss Coating ink, 4 colors back in 5c 4c Proc + Aq Gloss Coating ink 0 PDF Proof 8,266 Inkjetting & Sorting Postcard (Database Setup Included) -- From Provided List 8,266 NCOA Move Update 8,266 Intelligent Mail Snapshot Tracking Delivery to USPS Per WEIGHT (Trays)	\$ 1,353.16
8,231	OPTION FIRST CLASS FOR PROFIT] Postage FIRST CLASS CARD RATE - actual POSTAGE	\$ 3,088.21
8,231	Postage Recieved - Check #484 -(6/15)	-\$ 3,088.21
Taken by: Gus Account Type: COD Wanted: Fri 6/23/23 Norcross Gallery & Studio - \$ 0.00 7/21/23 12:51 PM Deposit 1: \$1,353.16 (Check)		SUBTOTAL \$ 1,353.16 TAX SHIPPING \$ 0.00 DEPOSITS \$ 1,353.16 TOTAL \$ 1,353.16 AMOUNT DUE \$ 0.00 DATE DUE 7/21/23 12:51 PM

Attachment: Invoices (24-6906 : Sponsorship Request - Norcross Gallery & Studios)



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 #:	24-6929	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Award of Contract for Shade Structures at Thrasher Park and Summerour Park		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Award of Contract for Shade Structures at Thrasher Park and Summerour Park](#)
2. [RFP PWUP 23-23 - Shade Structures](#)
3. [Proposals - RFP PWUP 23-23 - Parks Shade Structures](#)
4. [Shades Structure - Evaluation Worksheet](#)
5. [Contractual Agreement between GameTime and the City of Norcross](#)
6. [Appendix A - Scope of Services](#)
7. [Appendix B - Compensation](#)

Title

Award of Contract for Shade Structures at Thrasher Park and Summerour Park

Drafter

Michael Jones

Motion

A motion to Approve/Deny the award of a contract for Shade Structures at Thrasher and Summerour Park to PlayCore Wisconsin, Inc. d/b/a GameTime, and appropriate \$115,208 in 2017 SPLOST Recreation Funds for the cost of this project.



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

Agenda Report

To: Mayor and Council

From: Michael Jones, Parks Superintendent

Meeting Date: March 4, 2024 – Mayor and Council

Item No.: 24-6929

Title: Award of Contract for Shade Structures at Thrasher Park and Summerour Park

CC: Eric Johnson, City Manager

Recommendation

Appropriate \$115,208 in 2017 SPLOST Recreation funding and award the contract for shade structures to Playcore Wisconsin, Inc. d/b/a GameTime for shade structures for Thrasher Park and Summerour Park.

Background

The Parks, Green Spaces, and Trails Commission (PGT) met with staff and recommended adding shade structures at two city parks, Thrasher Park and Summerour Park. Further discussion for all shade structures included factors to be considered before selecting. For instance, knowing the sun's day arc pattern, knowing the hottest part of the day (12:30 pm - 2:30 pm when shade is most needed in the play areas during the summer), and knowing the types of shade coverage that will be best fitting for each park while staying compliant with playground equipment. Overall, implementing additional shade structures will provide protection the children and caregivers who are more vulnerable to heat exhaustion and sunburn, will increase the attractiveness of the parks to the visitors, increase the longevity of the park playground equipment from the weather elements.

Financial Impact

The cost for this project is \$115,207.99, with funding to come from the 2017 SPLOST Recreation fund.

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

1. Continues to define Norcross' sense of place.

Next Steps

Finalize and execute contract for May 2024 project completion date.

Attachments

RFP PWUP 23-23 - Shade Structures

Proposals - RFP PWUP 23-23 - Parks Shade Structures

Shades Structures - Evaluation Worksheet

DRAFT Contractual Agreement between GameTime and the City of Norcross

Appendix A - Scope of Services

Appendix B - Compensation

Update

N/A



City of Norcross
Department of Public Works, Utilities & Parks

REQUEST FOR PROPOSALS
SHADE STRUCTURES
RFP PWUP 23-23

City of Norcross

Department of Public Works, Utilities & Parks

REQUEST FOR PROPOSALS SHADE STRUCTURES RFP 23-23

INSTRUCTIONS:

The proposal package should be clearly marked “**RFP PWUP 23-23 – SHADE STRUCTURES**” on its face and submitted by **January 19, 2024, at 11:00 a.m.** to the address below. Please submit two printed copies and one electronic copy (USB) of your RFP package to:

Christabel Ghansah
Capital Projects Manager
City of Norcross – PWUP Department
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at christabel.ghansah@norcrossga.net by **January 5, 2024, at 5:00 p.m.**

No proposal will be received or accepted after the above specified date and time. Submissions received after the designated date and time will be deemed invalid and returned unopened to the firm.

No proposal may be withdrawn within thirty (30) days after the proposal opening and all proposals shall remain firm during this period. Requests for withdrawals must be submitted in writing.

We appreciate your interest in the City of Norcross!

RFP/RFQ CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP/RFQ for the City of Norcross

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the City of Norcross' staff member's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFP/RFQ and is an excellent source of information for any questions you may have.
3. _____ **Attend the Pre-Proposal webinar** if one is offered, these conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/RFQ.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP/RFQ. All addenda issued for this RFP/RFQ will be posted on the City's website and will include all questions asked and answered concerning the RFP/RFQ.
5. _____ **Follow the format required in the RFP/RFQ** when preparing your response. Provide point- by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the City or Evaluation Committee will know what your capabilities are or what items/services you can provide, even if you have previously contracted with the City. Evaluations are based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., reference form, sample budget form, certification forms, etc..
8. _____ **Check the City website for RFP/RFQ addenda.** Before submitting your response, check the City website at <https://www.norcrossga.net/bids.aspx> to see whether any addenda were issued for the RFP/RFQ.
9. _____ **Review and read the RFP/RFQ document again** to make sure that you have addressed all requirements.
10. _____ **Submit your response on time.** Note all the dates and times listed and be sure to submit all required items on time. Late and incomplete responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Company's Response.

1.0 **INTRODUCTION**

The City of Norcross, Department of Public Works, Utilities & Parks is requesting proposals to install Shade Structures at Thrasher Park and Summerour Park.

The vendor shall include in their RFP response details about their ability to supply and install the specific types of shade structure matching specifications listed in this RFP and ability to meet the project deadline of May 1st, 2024, in time for use as soon as school is out for the summer.

Project location addresses:

Thrasher Park
93 Park Drive
Norcross, GA 30071

Summerour Park
325 Price Place
Norcross, GA 30071

Project deadline: May 1st, 2024

Proposal submission deadlines: January 19, 2024, at 11:00 a.m.

Selection Criteria: Scoring analysis

PROJECT SCOPE

There are four categories that will be needed to make this a viable solution for the City of Norcross.

- (1) **Product Specifications and Shade Coverage**
- (2) **Compliance and Integration of Shade Structures with Existing Playground Equipment**
- (3) **Installation Requirements**
- (4) **Cost**

- (1) **Product Specifications and Shade Coverage** – Vendor shall provide products that match the specifications as outlined in this RFP. Vendor shall review the City's proposed shade structure locations (as listed below) and include in their RFP response and proposal the following details:

- The size of each proposed shade structure (of the type requested) at each installation location shown below, based on site dimensions, in order to optimize

shade coverage and total installed cost

- Specific details on the exact recommended placement and orientation of each structure based on the path of the sun at different times of day
- Specific details on any recommended movement of existing playground equipment to help ensure optimal shade structure placement & shade coverage
- A site plan showing an overhead view of each park with each proposed shade structure to scale, all clearly labeled
- Provide color options and list any difference in shipping times based on color choice
- Shade Structure fabric proposed must be rated to block 97% of UV radiation. Structure and fabric must meet ASTM standards
- Manufacturer of Shade Structure must be ISO9001 Certified

(2) Compliance and Integration of Shade Structures with Existing Playground Equipment

- Shade Structures proposed must meet all playground compliance requirements upon installation with existing equipment
- Vendor shall inspect the proposed locations for shade structure installation in both parks and include details in their RFP response regarding any potential need to relocate camera poles, benches, or any other structures or equipment, along with the proposed new locations of any equipment to be moved, plus confirmation if vendor can do the required work to move such equipment and the associated cost of doing this.

(3) Installation Requirements

- Vendor shall provide estimated product delivery and installation timeline and shall clearly state the dates by which approvals are needed in order for vendor to meet the desired project completion deadline of May 1st, 2024.
- Vendor shall include in their RFP response a bullet list of installation project and steps, estimated amount of time required for each step and the parties responsible for each step
- Vendor shall provide names and details of all parties who would work on the installation and provide bio / background on their experience, examples of past shade structure installation projects completed, plus proof of required

certification(s) to install shade structures for all parties involved in the installation.

(4) Cost

- Vendor shall provide an itemized quote, showing the quantity and cost of the equipment and installation costs for each shade structure as outlined in the = Specifications Section.
- Vendor shall include in the itemized quote a list of any related/additional/anticipated project costs, such as the need to move any existing playground structures or equipment, based on vendor's site review, and a plan of action to address any issues to ensure on-time project completion.

1.1 SPECIFICATIONS

Shade Structures – Types and Installation locations

- 1) [Thrasher Park](#) – Provide Shade over the Swing Set
Type: [Double Bay Swing Set Shade](#)
- 2) [Thrasher Park](#) – Provide Shade over the bench(es) by entrance area
Type: [Cantilever Umbrella Shade](#)
- 3) [Thrasher Park](#) – Provide Shade over the Brown Climbing structure
Type: [Large Square Umbrella Shade on 1 Post](#)
- 4) [Summerour Park](#) – Provide Shade over the Swing Set
Type: [Double Bay Swing Set Shade](#)
- 5) [Summerour Park](#) – Provide Shade over Seating Area
[Location \(Aerial View\)](#) (location labeled #3 in this photo)
Type: [Cantilever Umbrella Shade](#)
- 6) [Summerour Park](#) – Provide Shade along border of park & soccer field –
(location labeled #2 in the photo)
Type: [2 Column Rectangular Umbrella](#)

1.2 SCHEDULE OF EVENTS

See **Appendix A** for the detail Schedule of Events.

1.3 RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this RFP should include the company name and the referenced RFP section in the following format:

Company Name
1. Question
Citation of relevant section of the RFP
2. Question
Citation of relevant section of the RFP

1.4 PROPOSAL SUBMISSION INSTRUCTIONS

1. **Introduction** – Establishing basic information.
 - a. **Cover Letter** – Indicating interest and identifying a point of contact
 - b. **Firm Information** – Including office locations, size, etc.
 - c. **Organizational Chart** – Showing team structure and personnel
 - d. **Resumes** – Resumes for key personnel
2. **Experience & Qualifications** – Showing proof of understanding of scope of work and portfolio of past work completed (or in progress) of similar scope
 - a. **Product Specifications**
 - b. **Compliance & Integration**
 - c. **Installation Requirements**
3. **References** – Please use attached reference form

Please provide accurate information and inform your references that the City of Norcross will follow up to perform reference checks. It will affect your scores if we are not able to contact your references, or they do not respond in time.

The City of Norcross will not serve as a reference, in the event that your Company worked with the City of Norcross previously.

Alternatively, Proposers are welcome to provide three (3) reference letters where they provided the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

4. **Cost Proposal** – In a separate envelope

1.5 EVALUATION CRITERIA

The proposal evaluation will be made on the following criteria:

Evaluation Criteria	Max Score
Experience & Qualifications	35
Cost Proposal	30
References	25
Compliance with submission guidelines	10
Total	100

The City reserves the right to interview top-scoring firms.

2.0 GENERAL CONDITIONS

PROPOSERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR PROPOSALS.

2.1 QUALIFICATIONS

- 2.1.1** Proposals will be considered only from experienced and well-equipped Vendor(s) engaged in work of this type and magnitude.
- 2.1.2** Proposers may be required to submit evidence setting forth qualifications which entitle their company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last five years may be required, which lists the location, size, and scope for use on this work. Before accepting any proposals, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.
- 2.1.3** Proposers must provide their own materials and labor for this contract.

2.2 AUTHORITY TO SIGN

- 2.2.1** Proposers must ensure that the legal proper name of their firm and/or corporation is printed or typed as appropriate on all documents.

2.3 RIGHTS RESERVED

- 2.3.1** The City of Norcross reserves the right to reject any or all proposals, to waive informalities or to re-advertise. It is understood that all proposals are made subject to this agreement, and that City of Norcross reserves the right to decide which proposal(s) it deems the most qualified. In arriving at this decision, full consideration will be given to the experience and qualifications of the Proposer, work of this type successfully completed and past performance with the City of Norcross.
- 2.3.2** Any unauthorized additions, conditions, limitations, or provisions attached to the Proposal shall render it informal and may be cause for rejection.

2.4 AWARD OF CONTRACT

- 2.4.1** The contract will be awarded to the most qualified firm whose proposal will provide the best value and be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.

- 2.4.2** Prior to award of the Contract, the successful Proposer will be required to submit a schedule to the City, demonstrating the Proposer's ability to commence and proceed in a timely manner. A Proposer's failure to demonstrate the ability to proceed as required may result in contract cancellation.
- 2.4.3** Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, contract cancellation or re-advertising of any and/or all these contracts.

2.5 PRODUCTION REQUIREMENTS

- 2.5.1** Time is of the utmost importance of this project. The successful Proposer will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to the specifications in the RFP.

2.6 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.6.1** Payment shall be provided based on the cost schedule provided in Vendor's response. Vendor shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to the Parks Superintendent, Michael Jones via email at michael.jones@norcrossga.net

The invoice shall contain a complete itemization of services, the total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the site(s), less retainage.

- 2.6.2** The City shall retain a maximum of 10% of each progress payment; provided, however, when 50% of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage. At the discretion of the City and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes their work.

2.7 NON-COLLUSION

- 2.7.1** Vendor(s), by submitting a proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

2.8 MATERIALS

- 2.8.1** Unless otherwise specified in the Contract, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of the Work.
- 2.8.2** All materials and equipment incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the City.

2.9 CONTRACT REQUIREMENTS

- 2.9.1** The successful Vendor is required to do the following within ten (10) days of Notice:
- 2.9.1.1.1** Return to the City contract documents executed by the authorized representative attested by the corporate secretary treasurer.
 - 2.9.1.1.2** Provide Insurance Certificates as specified in the RFP documents.
- 2.9.2** Failure to execute the Contract or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the RFP guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next most qualified Vendor, or the work may be re-advertised or constructed by City forces.

2.10 SCHEDULE

- 2.10.1** Schedule: The Vendor shall provide to the Parks Superintendent a schedule of activities at micheal.jones@norcrossga.net. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents and/or businesses.

APPENDIX A
RFP PWUP 23-23
SCHEDULE OF EVENTS

Release of RFP	Dec. 11, 2023, at 1:00 p.m.
Deadline for Written Questions	January 5, 2024, at 5:00 p.m.
Proposals Due	January 19, 2024, at 11:00 a.m.
Proposal Evaluation	On/About February 2024
Contract Award (On/about)	One/About April 2024

APPENDIX B
RFP PWUP 23-23
REFERENCES

Please complete attached reference form and provide accurate information for each reference. Please inform your references that the City of Norcross will follow up to perform reference checks. It will affect your scores if we are not able to contact your references, or they do not respond in time.

The City of Norcross will not serve as a reference, in the event that your Company worked with the City of Norcross previously.

Alternatively, Proposers are welcome to provide three (3) reference letters where they provided the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

References for _____

Please provide a list of contact numbers, addresses and a contact person from three (3) jobs completed (or in progress) having a similar specification and scope of work.

City of Norcross requests a minimum of three (3) references where work of a similar size and scope has been completed.

1. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

2. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

3. Company Name: _____
 Description of Project: _____
 Completion Date: _____
 Contact Person: _____
 Telephone: _____ Fax: _____
 Email address: _____

APPENDIX C
RFP PWUP 23-23
COST PROPOSAL

In a separate envelope, please include a cost proposal.

APPENDIX D

RFP PWUP 23-23

PACKET CHECKLIST

PROJECT: _____

DATE: _____

Please use this checklist to ensure you have properly completed all forms and requirements.

You must complete and attach this checklist to your proposal packet. Failure to do so may you render ineligible for consideration.

_____ Packet Checklist (attached to proposal package)

_____ Two Hard Copies & One Electronic Copy of Proposal Package (*including all required information, forms and completed appendices*)

_____ Certificate of Liability Insurance

_____ [E-Verify Contractor & SAVE Affidavits](#)

_____ Mail or deliver to:

Christabel Ghansah
Capital Projects Manager
City of Norcross – PWUP Department
345 Lively Avenue
Norcross, GA 30071

	Scorer 1	Scorer 2	Scorer 3		
Proposer	Total Score	Total Score	Total Score	Average	Rank
Bliss	73.25	88.25	83.25	81.58	3
GameTime	93	98	98	96.33	1
Great Southern	77.6	85.6	87.6	83.60	2

Scorer 1**Bliss**

Criteria	Max Score	Score
Experience & Qualifications	35	25
Compliance with submission guidelines	10	5
References	25	25
Cost Proposal	30	18.25
Total	100	73.25

Game Time

Criteria	Max Score	Score
Experience & Qualifications	35	30
Compliance with submission guidelines	10	10
References	25	23
Cost Proposal	30	30
Total	100	93

Great Southern

Criteria	Max Score	Score
Experience & Qualifications	35	20
Compliance with submission guidelines	10	5
References	25	25
Cost Proposal	30	27.6
Total	100	77.6

Scorer 2

Bliss

Criteria	Max Score	Score
Experience & Qualifications	35	35
Compliance with submission guidelines	10	10
References	25	25
Cost Proposal	30	18.25
Total	100	88.25

Game Time

Criteria	Max Score	Score
Experience & Qualifications	35	35
Compliance with submission guidelines	10	10
References	25	23
Cost Proposal	30	30
Total	100	98

Great Southern

Criteria	Max Score	Score
Experience & Qualifications	35	25
Compliance with submission guidelines	10	8
References	25	25
Cost Proposal	30	27.6
Total	100	85.6

Scorer 3

Bliss

Criteria	Max Score	Score
Experience & Qualifications	35	30
Compliance with submission guidelines	10	10
References	25	25
Cost Proposal	30	18.25
Total	100	83.25

Game Time

Criteria	Max Score	Score
Experience & Qualifications	35	35
Compliance with submission guidelines	10	10
References	25	23
Cost Proposal	30	30
Total	100	98

Great Southern

Criteria	Max Score	Score
Experience & Qualifications	35	25
Compliance with submission guidelines	10	10
References	25	25
Cost Proposal	30	27.6
Total	100	87.6



***AGREEMENT BETWEEN
PlayCore Wisconsin, Inc., d/b/a
GameTime AND
THE CITY OF NORCROSS
FOR SHADES STRUCTURES***

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Agreement for Shade Structures

This Agreement, made and executed as of the _____ day of _____, 2024 by and between PlayCore Wisconsin, Inc., d/b/a GameTime with a place of business at P. O. Box 520700, Longwood, FL 32752 (hereinafter called "Consultant") and **the City of Norcross, Georgia** having its principal place of business at 65 Lawrenceville St., Norcross, Georgia (hereinafter called "Client"), collectively referred to herein as "Parties", provides as follows:

ARTICLE 1 – GENERAL OBLIGATIONS OF CONSULTANT

The description of the Client's project (The "Project") and the Scope of Services as they relate to the replacement of shades structures at Thrasher Park and Summerour Park (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Consultant dated **January 17, 2024** (the "Proposal") and Appendix A & B attached hereto. The Proposal is made a part of this Agreement by reference. The Proposal includes the scope of services which complies with the requirements of the Request for Proposal (RFP PWUP 23-23).

ARTICLE 2 – COMPENSATION

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

ARTICLE 3 – PAYMENTS

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

ARTICLE 4 – PERIOD OF SERVICE

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

ARTICLE 5 – CHANGE IN SCOPE OF SERVICES

The Client may, at any time, make changes in the Scope of Services for the project or in the definition of services to be performed. In the event Client notifies Consultant of its desire to make a change in the Scope of Services that may change the cost of performance, Consultant shall, within ten (10) working days after receiving such notice, give Client notification of any potential change in price for the Services.

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

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

ARTICLE 6 – STANDARD OF CARE

- A. Consultant shall perform the services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of *[the execution of this Agreement, submission to building authorities, or other appropriate date]*. Changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
- B. Following completion of its Services, if the Services provided hereunder do not conform to the applicable Standard of Care, and the same is reported to Consultant by Client in writing promptly after recognition thereof, Consultant shall, at no cost to Client, furnish all remedial services required, to the extent caused by Consultant's negligence therewith as soon as reasonably possible after receipt of such report from Client.

ARTICLE 7 – INDEMNIFICATION

Consultant will, indemnify and hold the Client harmless from, liabilities, costs, expenses (including attorney's fees to the extent recoverable under law) suffered and brought by third-party claims for bodily injury (including death) and damage to tangible property to the extent caused by a negligent act or omission of Consultant, its employees or sub-consultant. No negligence shall be attributed to Consultant based on acts or omissions of Client's contractor or other Consultants.

ARTICLE 8 – LIMITATION OF LIABILITY

Client shall have no liability to the Consultant for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability. The Parties agree that the limitations and exclusions of liability set forth shall not be interpreted as a form of indemnification.

ARTICLE 9 – INSURANCE

- A. During the term of this Agreement, Consultant shall, as its sole expense, secure and maintain in-force policies of insurance of the following types:
 - 1. Workers' compensation coverage in accordance with the statutory requirements of the jurisdiction in which Services are to be performed.
 - 2. Employer's liability insurance with a minimum of \$250,000.
 - 3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined of at least \$1,000,000 aggregate.
 - 4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least \$1,000,000 per occurrence.
- B. Consultant shall furnish Client Certificates of Insurance evidencing the insurance coverages required in this Article 9. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this Agreement, the issuing company will endeavor to mail thirty (30) days' written notice to Client.

ARTICLE 10 – RELATIONSHIP OF CONSULTANT TO CLIENT

The Consultant shall be and shall operate as an independent contractor with respect to the Services performed under this Agreement and shall not be nor operate as an agent, fiduciary or employee of Client. This Agreement is not intended to be one of hiring under the provisions of a Worker's Compensation statute or other law and shall not be so construed. This agreement shall not be construed as an agreement for partnership or joint venture.

ARTICLE 11 – PERSONNEL

Consultant agrees that during Consultant's performance of Services hereunder, adequate provision shall be made to staff and retain the Services of such competent personnel as may be appropriate or necessary for the performance of such Services. Client shall have the right to review the personnel assigned by Consultant, and Consultant shall remove any personnel not acceptable to Client.

Consultant may remove personnel assigned to the project without Client's prior approval, provided the progress of the Services shall not be unreasonably impaired.

Consultant shall upon execution of this document identify an individual who shall serve as the primary contact for the project and to whom any change orders or requests for services or information shall be forwarded.

ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

All materials and information that are the property of Client and all copies or duplications of Services. Consultant may retain one complete set of reproducible copies of all of its Instruments of Service.

ARTICLE 13 – PERMITS AND LICENSES

Consultant represents to Client that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of Federal, State, or Local governmental authority, are required to maintain to perform the Services.

ARTICLE 14 – ADHERENCE TO LAWS

Consultant shall adhere to Federal, State, and Local laws, rules, regulations, ordinances, and the direction of applicable agencies applicable to performance of the Services hereunder including without limitation, all applicable provisions of Federal, State, and Local law relating to equal employment opportunity and non-discrimination.

ARTICLE 15 – NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

Client and Consultant agree that any disclosure will be made on the following basis:

- A. Confidential Client information ("Primary Data") disclosed to Consultant which is identified in writing by Client as proprietary to Client shall be: (1) Safeguarded, (2) maintained in confidence, and (3) made available by Consultant only to those of its employees or others who have a need to know and agree to equivalent conditions pertaining to nondisclosures as contained herein.
- B. Upon completion of the project or sooner if Client so requests the Consultant shall return to Client's representative all primary data furnished to the Consultant under this Agreement and shall if requested deliver to the Client's representative all drawings, schedules, calculations, and other documents generated by Consultant for use in connection with the project ("Secondary Data")
- C. Consultant shall not use for itself or to disclose to third parties any primary data or secondary data without the prior written consent of Client.

D. The nondisclosure obligations pertaining to Primary and Secondary data shall terminate three years from date Consultant's association with this project terminates. Those closure obligations shall not apply to any data which:

1. Was known to the Consultant (and previously unrestricted) before disclosure of primary data to Consultant under this Agreement or before generation of secondary data;
2. Is subsequently acquired by the Consultant from a third party who was not in default of any obligation restricting the disclosure of such information; or
3. Is subsequently available or becomes generally available to the public.

E. Notwithstanding this non-disclosure obligation, Consultant may nevertheless draw upon its experience in its future association with other Clients.

ARTICLE 16 – CERTIFICATION OR CEILING OF INSTRUMENTS OF SERVICE BY PROFESSIONAL CONSULTANT

All specifications, drawings, and other engineering documents that are prepared by Consultants shall be sealed by a registered Professional Engineer. Such certifications or seals shall be valid for the state in which the specifications, drawings, or other engineering documents are to be used or applied.

ARTICLE 17 – FORCE MAJEURE

Any delays in or failure of performance by Consultant or Client, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Client or Consultant, as the case may be, including but not limited to, acts of God or the Public Enemy compliance with any other or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of Workman, whether direct or indirect, or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Client or Consultant respectively. If any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

ARTICLE 18 – PROJECT DELAY

If the Consultant's Proposal calls for provision of its Services under a guaranteed maximum price, fixed fee, or stipulated lump sum bases and the Consultant's work on any phase of the services is extended by one or more forced major events or other delays not to the extent caused by negligence of Consultant, then the guaranteed maximum price, fixed fee, or stipulated lump sum, as the case may be, shall be equitably adjusted.

ARTICLE 19 – [RESERVED]

ARTICLE 20 – GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

- A. Client and Consultant understand and appreciate that their long-term mutual interests will be best served by affecting a rapid and fair resolution of any claims or disputes which may arise out of this Agreement. Therefore, both Parties agree to use their best efforts to resolve all such disputes as rapidly as possible on a fair and equitable basis. Towards this end, both Parties agree to develop and follow a process for presenting, rapidly assessing, and settling claims on a fair and equitable basis.
- B. Any dispute or claim arising under this Agreement cannot be resolved by the project managers for the Parties within thirty (30) days after they identified the problem, the Parties agree that either of them may refer the matter to a panel consisting of one (1) executive from each party not directly involved in the claim or dispute for review on resolution. A copy of the Agreement, agreed upon facts (and areas of disagreement), and coincides summary of the basis for each side's contentions will be provided to both executives who shall review the same, confer, and attempt to reach a mutual resolution of the issue.
- C. If the dispute cannot be resolved under the process set forth in Section B, the Parties may elect to resolve the dispute through non-binding mediation. If mediation is to be utilized, the Parties shall select a single unrelated but qualified Mediator who shall hold a hearing (not to exceed half a day) during which each party shall present its version of the facts (support, if desired, by sworn, written testimony, and other relevant documents), its assessment of damages, and its argument periods. The Parties shall provide the Mediator with copies of all documents provided to their senior executives under Section B at least ten (10) days prior to the scheduled date of the mediation hearing. The Parties may also provide the Mediator with copies of any laws or regulations that they feel are relevant to the dispute. A copy of the Agreement and any disputed purchase orders will be provided to the Mediator. Formal written arguments, legal memorandum, and live testimony are discouraged but may be permitted at the discretion of the Mediator. Both Parties agree to make any involved employees or documents available to the other party for its review and use in preparing its position under this clause without the need for subpoena or other court order.

- D. Following the mediation, the Mediator will meet with both Parties and provide each of them, on a confidential basis, with his/her views of the strengths and weaknesses of their respective positions. The Parties will then reconvene and, with the assistance of the Mediator, attempt to resolve the matter. If the Parties cannot achieve resolution on the day of the mediation hearing or within forty-eight (48) hours thereafter, the Mediator will within fifteen (15) additional days issue a written non-binding decision on the issue.
- E. If the matter has not been resolved utilizing the processes set forth above and the Parties are unwilling to accept the non-binding decision of the Mediator, either or both Parties may elect to pursue resolution through litigation. In the event of any litigation between the Parties, it is agreed and stipulated that the case shall be heard and decided by the court, without a jury.
- F. The costs of the Mediator shall be borne equally by the Parties. Each Party will bear its own cost of mediation.

ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS

- A. All work shall be completed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. Consultant may at its discretion engage subcontractors to perform work hereunder provided Contractor shall promptly and fully pay said subcontractor and, in all instances, remain responsible for the proper completion of this contract.
- C. Contractor agrees to carry and pay for all workers compensation, public liability, property damage, unemployment compensation insurance and payroll taxes as required by law. Contractor warrants it is insured for injury to its employees and others working on the project through a worker's compensation policy. Contractor further warrants it maintains a comprehensive liability policy insuring against any damages or claims as a result of the acts of the Contractor or its employees and subcontractors in the amount of one million dollars (\$1,000,000) per occurrence. Contractor shall supply current declaration pages for such insurance at the execution of this Agreement.
- D. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
- E. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, or unavailability of materials.

- F. Contractor warrants all work for a period of twelve (12) months following completion and shall replace and/or repair any faulty or defective work or material including trees and plant materials.
- G. Contractor has familiarized itself with the nature and extent of the Agreement, work, locality, and with all local conditions and Federal, State, and Local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work. Contractor is aware that it must be licensed to do business in the State of Georgia.
- H. No assignment by Contractor of any rights under or interests in the Agreement will be binding on the other Party hereto without the written consent of the Party sought to be bound.
- I. The Contractor further represents as follows:

ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS

Notices and or communications to be given under this Agreement shall be in writing and shall be addressed as follows:

To Consultant

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

To Client

Original to: Eric Johnson

Position: City Manager

Address: 65 Lawrenceville Street

Norcross, GA 30071

Copy to: J. Patrick O'Brien

Position: City Attorney

Address: 2 Sun Court, Suite 400

Peachtree Corners GA 30092

Either party may, by written notice to the other, change their representative or the address to which such notices, certified certificates, or communications are to be sent.

Any notice or communication required in writing here under shall be given by registered, certified, or first-class mail (postage required), TWX, telex, or telecopy addressed to the party at its address set forth above. Communications by TWX, telex, or telecopy shall be confirmed by depositing a copy on the same day with the US post office for transmission by registered, certified, or first-class mail in an envelope properly addressed. The postmark date of notices sent by mail (except for confirmatory notices) shall be the date of notice.

ARTICLE 24 – MISCELLANEOUS

- A. *Waiver.* Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limits, or waive such Parties' rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.
- B. *Severability.* Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.
- C. *Rights and Remedies.* The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the services performed by the Consultant here under are the exclusive remedies of the Parties.
- D. *Transfer of Ownership.* client represents that either it is the sole owner of the facilities which are the object of the services or that is authorized to bind and does bind all owners of such facilities to the releases and limitations of liability set forth in this Agreement. client further agrees that any future recipient of any interest in the facilities and the services will be bound by such releases and limitations of liability such that the total aggregate liability of consultant to client and such recipients shall not exceed the limits of liability set forth in this Agreement.
- E. *Publicity.* Neither of the Parties shall make any press release, news disclosure or other advertising related to the project that includes the name of the other party without first obtaining the written approval of the other party.
- F. *Entirety of Agreement.* This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first written above.

Consultant

By: _____

Title: _____

Client

By: _____

Title: _____

APPENDIX A – GameTime

APPENDIX B – SUNBLOX

* Please note that appendices A & B are = extracted from the Vendor's proposal.



FEATURES AND BENEFITS

TRADITIONAL FABRIC

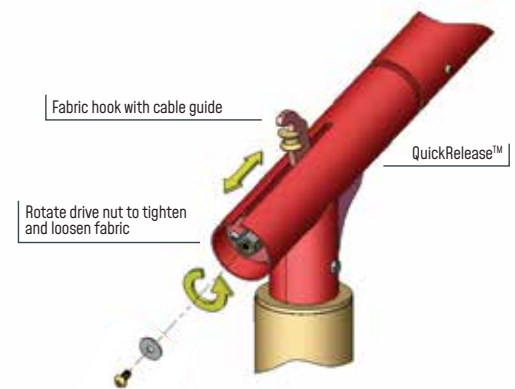
- Made from 80% water repellent, UV stabilized high density polyethylene fabric that prevents fading from the sun
- Raschel-knitted to prevent fraying and shades 34' and larger receive Kevlar® reinforced corners
- Blocks up to 99% of harmful UV rays, depending upon color
- Fabric breathes allowing hot air to rise and escape, thus creating a cooler environment
- Available fabric to meet California State Fire Marshal requirements, NFPA 701 and ASTM E84

STEEL FRAMES

- Coated with durable powder coat, which carries a 5-year limited warranty
- Engineered to withstand wind speeds of up to 150 mph with fabric removed
- All structural tubing complies with ASTM standards
- Our finished product includes 6 mils of powder coat, with 3 being zinc-rich primer and 3 being durable powdercoat
- Our powder coat is backed by 5,000 hours of testing per ASTM Method B117

QUICK RELEASE

With our quick release mechanism, installation and removal of your fabric is completed with the use of a wrench or cordless drill that has an appropriate sized socket. Not only does our quick release make updating fabric easier, it allows you to easily remove fabric for severe weather. Additionally, metal-on-metal wear is minimized with our fabric hook connection.



SUPERDURABLE POWDER COAT

Our durable powder coat is one of the best in the industry. After removing all surface rust and oil, our steel frames are coated with an Epoxy TGIC Power Coating Zinc-Rich Primer. After the primer application, GT Shade applies durable Polyester TGIC powder coating.

COLOR OPTIONS

SHADE FABRIC	Charcoal*	Silver*	Cream	Beige	NEW! Latte*	NEW! Cedar	NEW! Brown*
	Forest Green*	Bottle Green*	Lime*	Dove Blue*	NEW! Turquoise	True Blue*	Navy Blue
	Purple*	NEW! Royal Purple	NEW! Deep Ochre	Sun Blaze*	NEW! Cayenne	NEW! Orange	Yellow

Our traditional shade fabric is backed by a 10-year limited warranty.

*These fabric colors are California Fire Marshal certified, which is the highest standard for flame resistance.

FRAMES STEEL FRAME	Black	Starlight Black	Metallic	White	NEW! Vanilla	Champagne	Beige
	Brown	Bronze	Dark Green	Green	NEW! Sage	NEW! Ice Butter	NEW! Ice Mint
	NEW! Chartreuse	Spring Green	NEW! Ocean	NEW! Azure	NEW! Sea Mist	Sky Blue	Blue
	Periwinkle	Royal Purple	Burgundy	Red	Orange	Butterscotch	Yellow

Our durable powder coat is backed by a 5-year limited warranty.

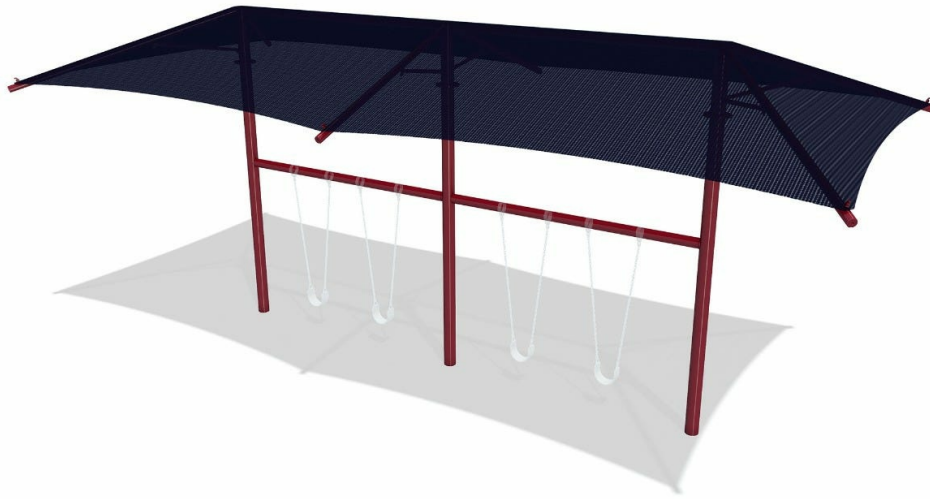


MADE IN THE USA

800.235.2440 | gametime.com/shade



Packet Pg. 407



Swing Shade Frame - 2 Bay

Keep your playground swings cool and comfortable with our Swing Shade Frame for two bays of swing seats. The fabric shade is designed to block up to 97% of harmful UV rays and is available in all of our fabric colors to complement your playground. Includes swing frame and shade structure. Swing seats and swing hardware sold separately.

FEATURES AND BENEFITS:

- ☐ Provides cool, comfortable shade for swinging play areas
- ☐ Available in 1,2, 3, or 4-bay configurations
- ☐ Choose from any of our shade fabric colors to complement your play area

SPECIFICATIONS

Model Number:	5192
Fall Height:	8' (2.44 m)
Use Zone:	35'-7" x 30'-9" (10.85m x 9.37m)
Age Group:	2 to 5 Years, 5 to 12 Years, 2 to 5 or 5 to 12 Years

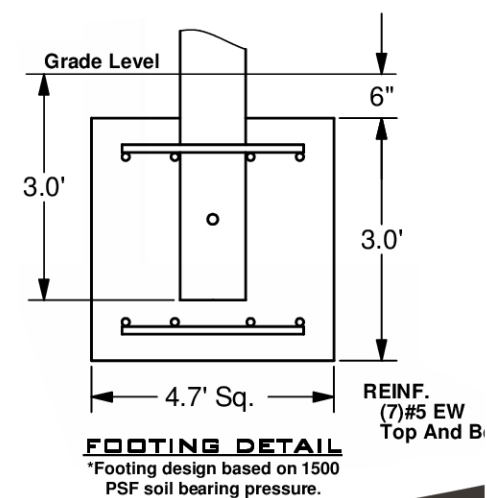
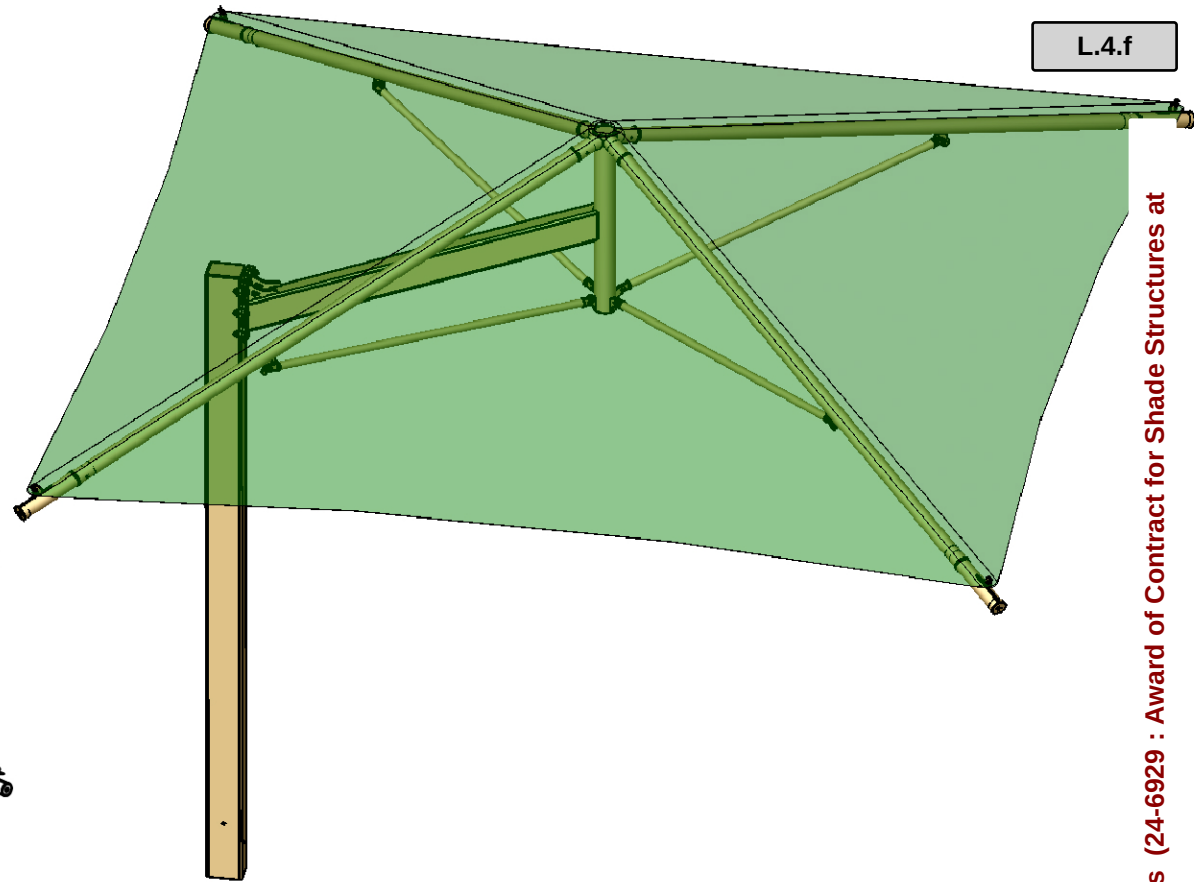
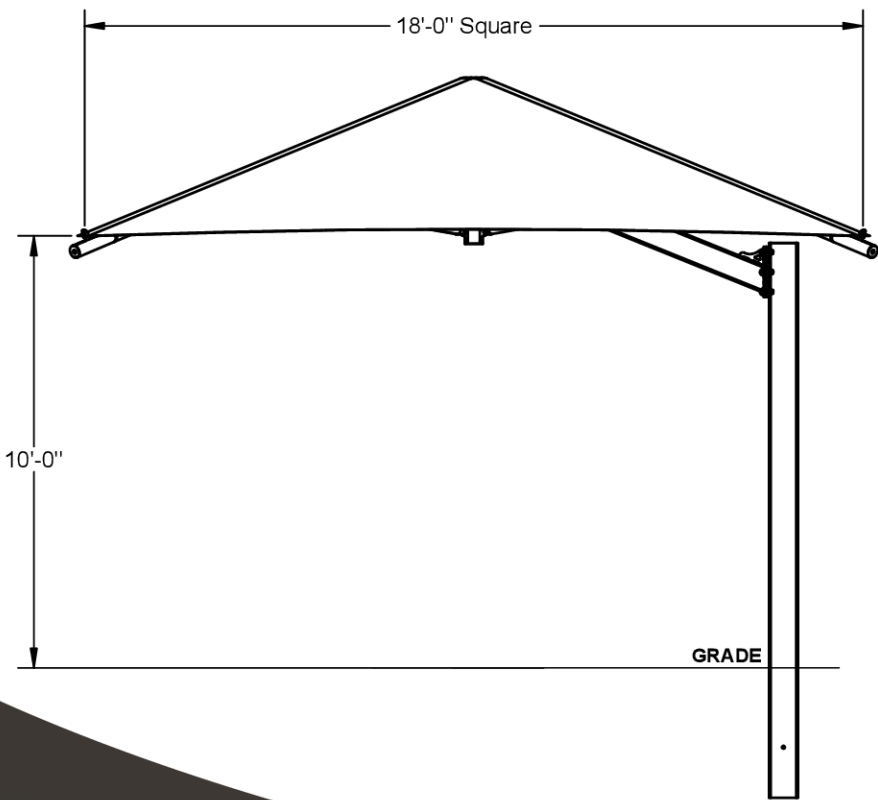
GameTime offers a limited lifetime warranty on uprights, hardware, and connections. Visit gametime.com/warranty for full warranty information.

CANTILEVER UMBRELLA SHADE

18' x 18' x 10'

MODEL #:
CU181810IG (With Glide Elbows)
CU181810IN (Without Glide Elbows)

REF.#	PART DESCRIPTION	QTY.
1	Column - 6" x 8" w/ Mounting Plate	1
2	Cantilever Arm/Crown - 5" x 7" / Ø5" / Ø3 1/2"	1
3	Rafter - Ø3 1/2" Swaged w/ Adjustment Plate	4
4	Strut - Ø1 7/8" Rigid	4
5	Canopy - 18' x 18' w/ Cable Insert	1
6	Hardware Kit	1



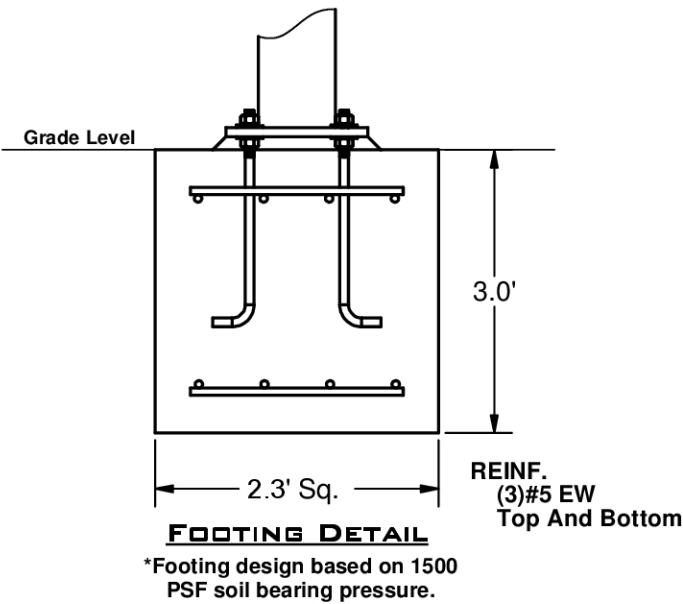
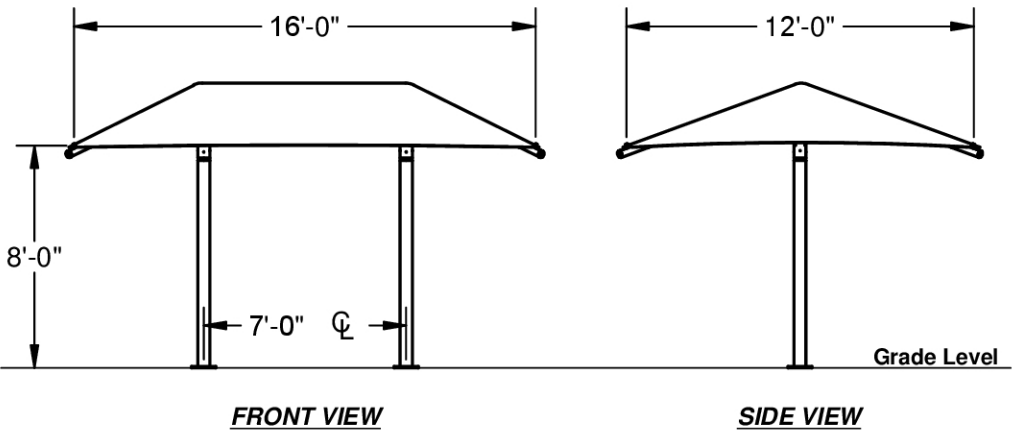
These drawings are for reference only and should not be used as construction details. Materials, fasteners, and foundations are subject to change if professionally sealed engineering drawing for 93 MPH Basic Wind Speed

DUAL COLUMN UMBRELLA SHADE

16' x 12' x 8'

MODEL #:
RU161208SG (With Glide Elbows)
RU161208SN (Without Glide Elbows)

REF.#	PART DESCRIPTION	QTY.
1	Ø5.0" Surface Mount Column	2
2	Ø5.0" Crown - With Three Sockets	2
3	Ø2.88" Rafter - Swaged With Bracket	4
4	Ø2.88" Ridge Pole - Swaged	1
5	Strut - Rigid Fixed	4
6	Fabric Cover w/ Cable Insert	1
7	Frame Hardware Kit	1

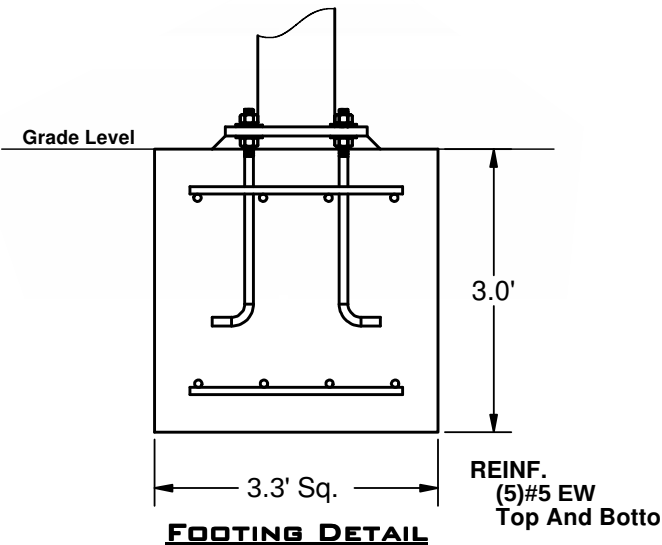
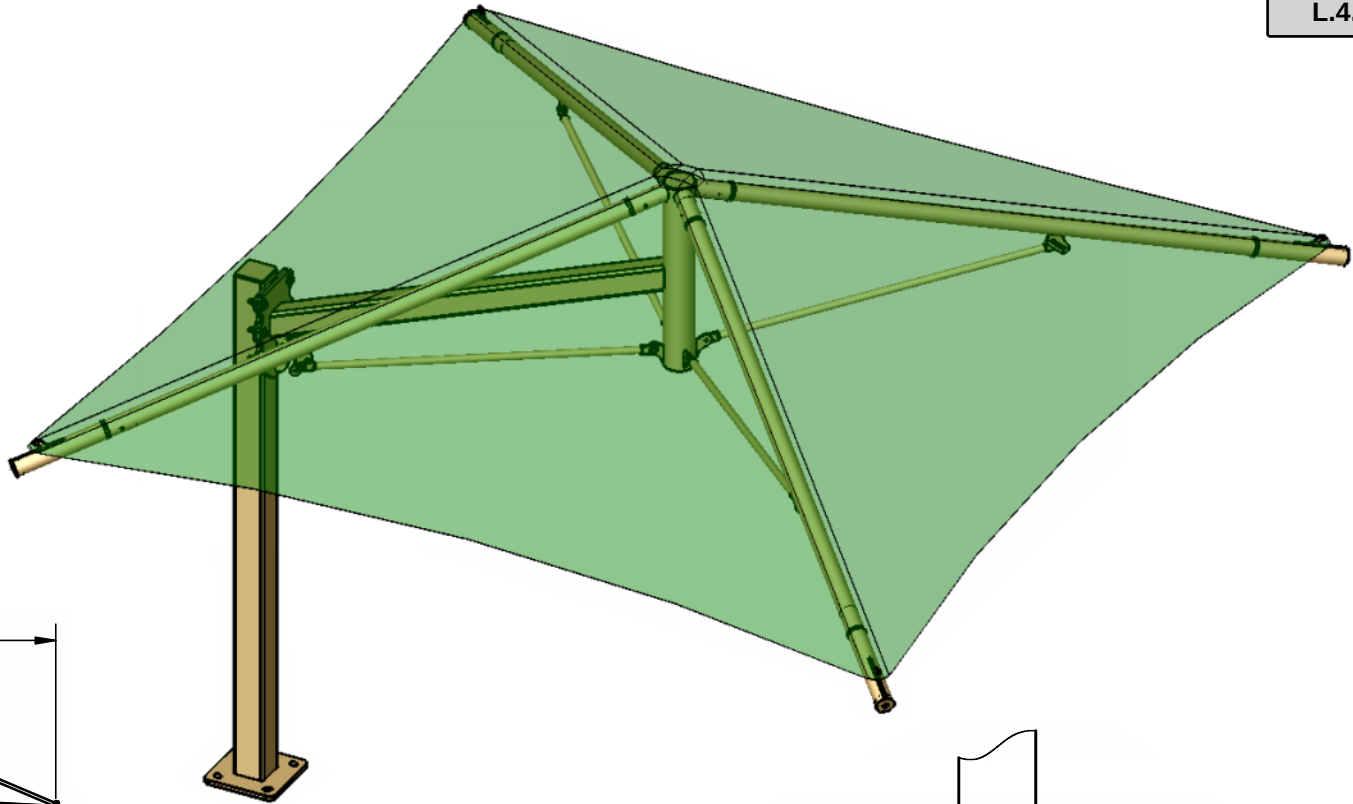
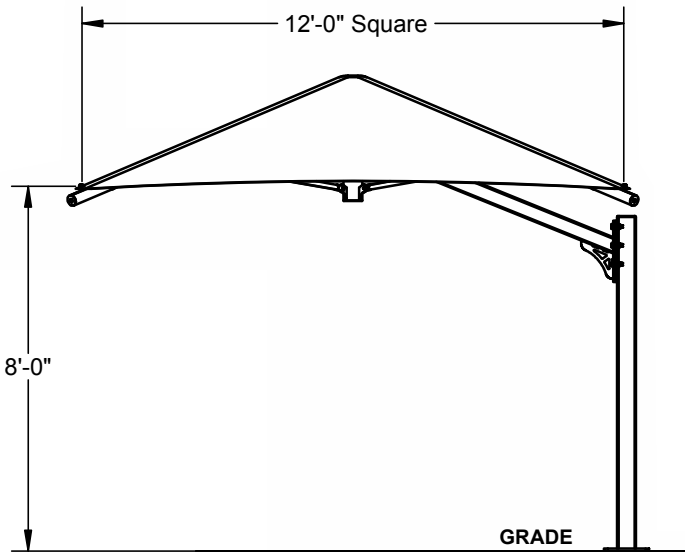


CANTILEVER UMBRELLA SHADE

12' x 12' x 8'

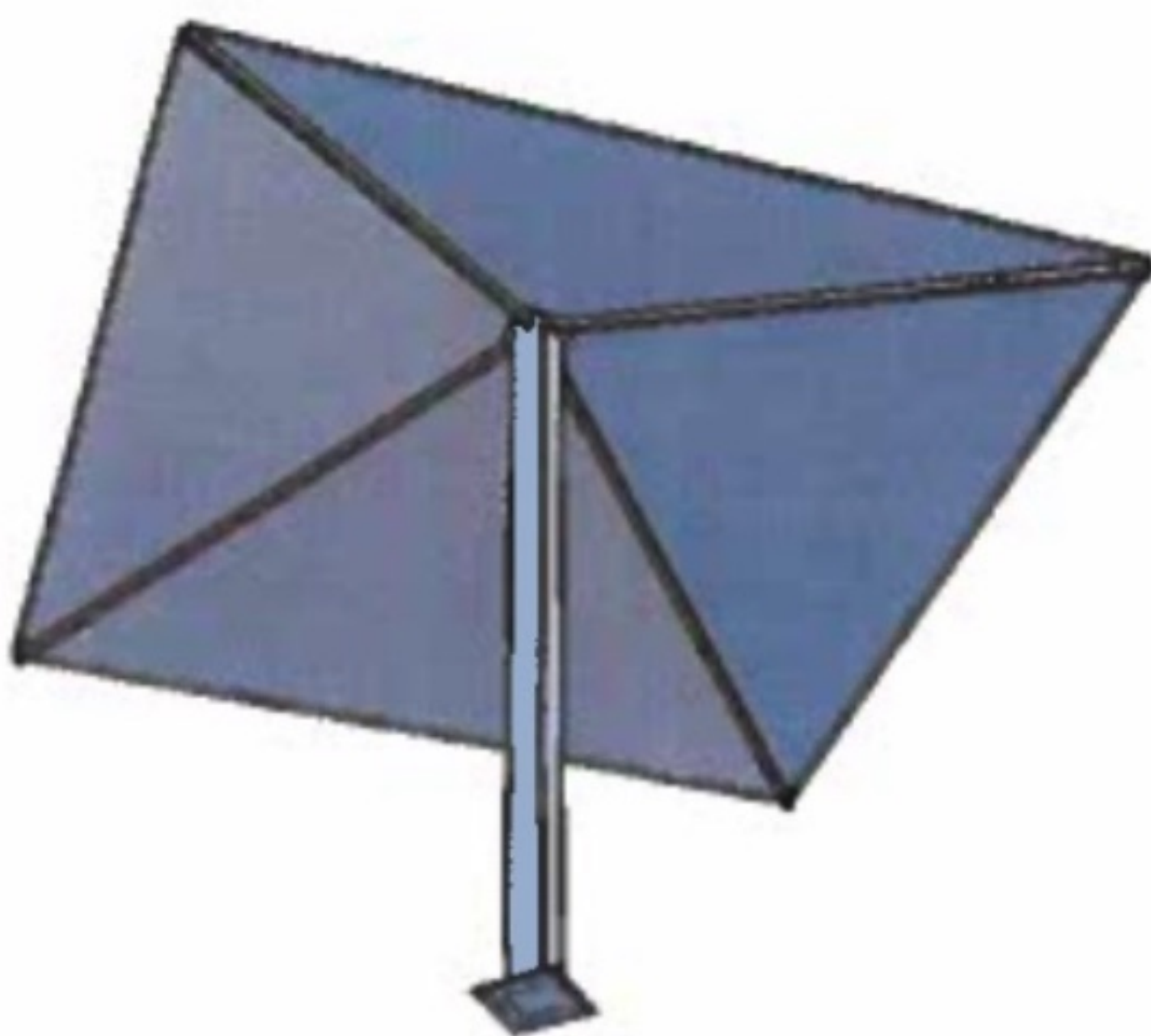
MODEL #:
CU121208SG (With Glide Elbows)
CU121208SN (Without Glide Elbows)

REF.#	PART DESCRIPTION	QTY.
1	Column - 5" Sq. w/ Mounting Plate	1
2	Cantilever Arm/Crown - 4" Sq. / Ø5" / Ø2 7/8"	1
3	Rafter - Ø2 7/8" Swaged w/ Adjustment Plate	4
4	Strut - Ø1 1/4" Rigid	4
5	Canopy - 12' x 12' w/ Cable Insert	1
6	Hardware Kit	1
7	Anchor Hardware	1

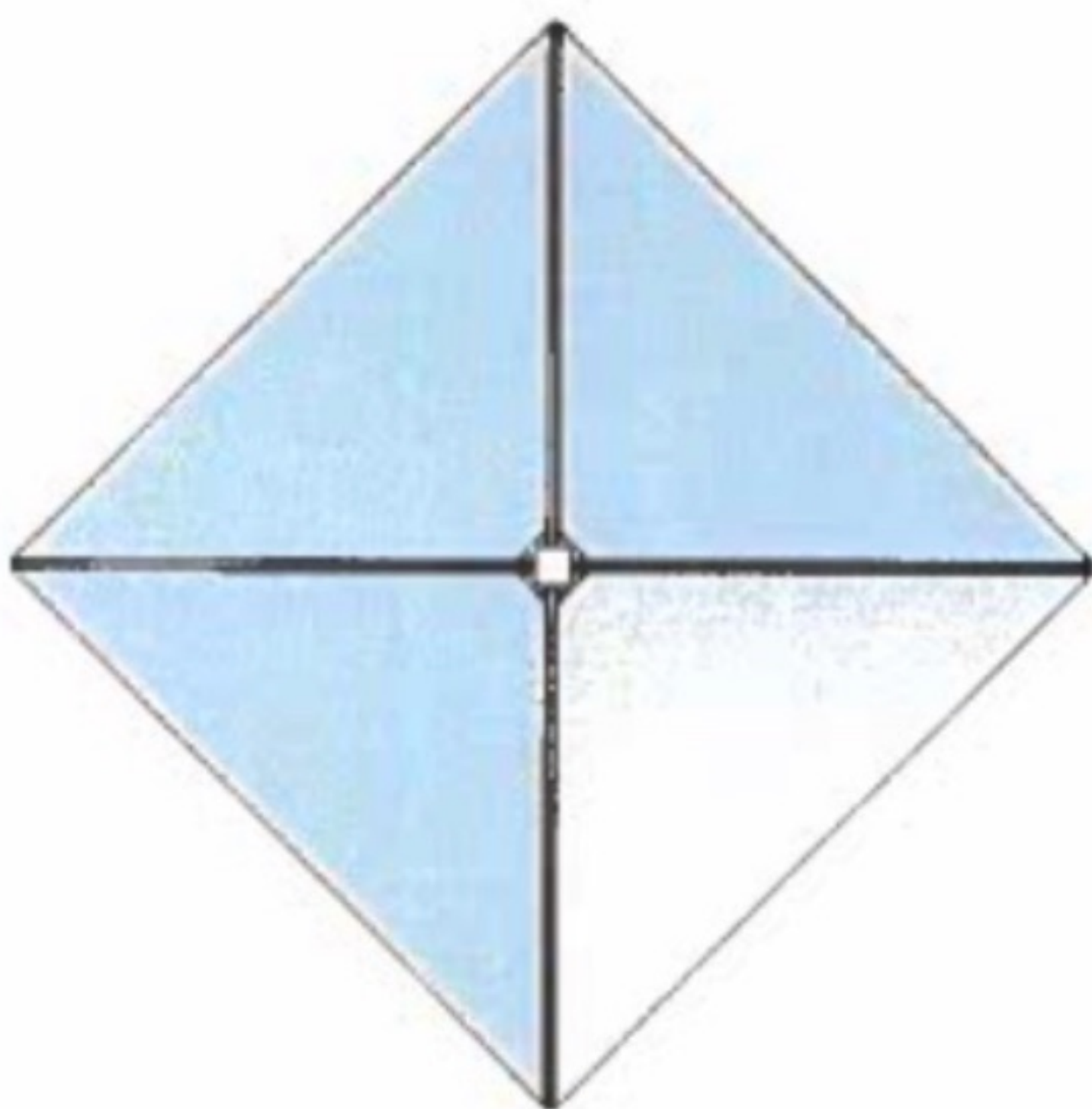


*Footing design based on 1500 PSF soil bearing pressure.

Bottom angle shot



Top screen shot





Shade Warranty & Shade Structure Material Specifications

Gametime warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once Gametime has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by Gametime, good construction practices, and has been subjected only to normal use and exposure.

- Lifetime* Warranty on stainless steel hardware
- 20-Year Limited Warranty on steel shade structures
- 10-Year Limited Warranty on shade fabric
- 1-Year Limited Warranty on moving parts and materials not covered above

The Limited Warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to "acts of God" such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and windstorms.

Gametime does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond Gametime's control. Gametime will not be held responsible for any materials that were not properly stored prior to installation. Gametime reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

In the unlikely event of failure, Gametime reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future reoccurrence(s). Gametime has the option to repair or replace any defect in materials.

The warranty is void if any changes, modifications, additions, or attachments are made to the product without the written consent of the manufacturer.

No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the structure unless specifically designed and engineered by the manufacturer or has manufacturers written approval.

Gametime excludes any implied warranty of merchantability, fitness, or purpose, and there are no warranties which extend beyond the description of the face hereof. Under no circumstances will Gametime be responsible for any indirect, special, consequential, incidental, or liquidated damages due to breach of warranty and such damages are specifically excluded from the warranty.

The owner shall notify Gametime with original Sales Order Number issued from Gametime to arrange for an inspection within 30 days after discovery of any defect under this warranty and before any alteration or repair is made or attempted. This Limited Warranty shall be null and void if the owner makes any alterations in design.

This warranty is the only express warranty given by the company. No person has authority to change or add to these obligations and liabilities. The company reserves the right to determine whether the fault is caused by faulty workmanship, material, or the part that is defective.

Gametime will repair or replace at its discretion any defective part/s on an Ex-Works basis only. It is the responsibility of the customer to return the whole unit or the defective part/s at their own cost back to GT for inspection along with proof of the date of purchase. Gametime will not be liable for any costs incurred by the customer as a result of replacing the defective part/s,

including but not limited to the costs of site visits and the labor costs involved with the removal and reinstallation of the whole unit or the defective part/s. Furthermore Gametime will not be liable for any claimed compensation while the unit is not working or not present at the site whatsoever. This guarantee does not entitle the customer to a complete new product due to a defective component.

LIMITED WARRANTY: STRUCTURAL STEEL

Gametime offers a 20-year Limited Warranty on structural steel frames for shade canopies against failure due to rust-through corrosion under normal environmental conditions. Should the fabric or parts need to be replaced under the warranty, Gametime will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 10% per annum over the last ten years.

Workmanship is warranted for a period of five years. This steel warranty shall be void if damage to the steel is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

LIMITED WARRANTY: POWDER COAT

Gametime offers a 5-year Limited Warranty for powder coating to our freestanding Sunblox shades to the original purchaser. This Limited Warranty is for factory applied finish only. Damage occurring from shipping, erection, vandalism, accidents, or field modification is not covered in this limited warranty and will require field touch-up immediately and periodically thereafter. The owner must report any defect in powder coat at the time the installation is completed. Not covered by this Limited Warranty are acute angles, welds, and end plates.

The Limited Warranty for powder coating provides the following after a 5-year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a ΔE of <7.5 units for high chroma colors (yellows, reds, oranges, etc.) and a ΔE of <5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

SHADE FABRIC

Gametime Sunblox Shade fabrics carry a 10-Year Limited manufacturer's warranty from the date of delivery against failure from significant fading*, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, Gametime will manufacture and ship a new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years. Canopy warranty does not extend to cables or moving parts.

*The colors Red and Yellow are warranted against significant fading for only two years.

If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences, or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by Sunblox Shade or its agents.

This warranty shall be void if damage to or failure to the shade structure is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

Fabric tops are warranted and engineered for Ultimate Design wind speed of 110MPH or Nominal Design wind speed of 86 MPH. Removal of the shade fabric is required if damaging winds are called for: IF LIVE LOAD/ROOF SNOW LOAD IS

EXPECTED TO EXCEED 5 PSF AND/OR THE WIND SPEED IS EXPECTED TO EXCEED AN ULTIMATE DESIGN WIND SPEED OF 110 MPH OR A NOMINAL DESIGN WIND SPEED OF 86 MPH. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season."

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces or ridge beams, or if the fastening apparatus is not secured accordingly.

Gametime Sunblox Shade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. The company does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason it may determine, without recourse by the owner of the discontinued fabric color.

PRICING POLICY

All prices are F.O.B. factor and do not include freight, installation, shipping and handling, surfacing, or applicable taxes. All prices listed were current at the time of printing and in U.S. currency. Prices are subject to change without notice. For additional information go to www.gametime.com or call 1-800-235-2440.

*For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by GameTime using approved GameTime parts. GameTime will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.

Shade Structure Material Specifications

FABRIC SPECIFICATIONS

- Shade fabric is made of UV stabilized cloth manufactured by ALNET or approved equal
- The high density polyethylene material shall be manufactured with tensioned fabric structures in mind
- The fabric knit is to be made using monofilament and tape filler which has a weight of 9.38 to 10.32 oz. sq. yd. Material to be Rachel-knitted to ensure material will not unravel if cut
- Cloth meets fire resistance tests as follows:

Alnet Extra Block: California State Fire Marshall Reg. #F-93501

Others: NFPA 701-99 (Test Method 2) and ASTM E-84

Fabric Properties

Stretch	Stentored
Tear Tests (lbs/ft)	WARP 44.8 WEFT 44
Burst Tests (lbs ft)	828 lbf (ASTM 3786)
Fabric Weight (oz/sqFT)	Avg 1.02 to 1.07 oz.
Fabric Width	9' 10"
Roll Length	150'
Roll Size	63" x 16 ½"
Weight	120 lbs.
Life Expectancy	10 Years
Fading	Minimum Fading After 6 years, 3 Years for Red and Yellow
Min. Temperature	-77°
Max. Temperature	+167°

Shade Protection and UV Screen Protection Factors

Color	Shade Cover	UVR Block Out
Sky	93%	89%
Sand	97%	87%
Evergreen	96%	94%
Mesa	94%	91%
Cloud	95%	93%
Azure	95%	94%
Deep Dea	96%	95%
Aquamarine	94%	94%
Dandelion	76%	94%
Khaki	74%	92%

THREAD

- Shall be 100% expanded PTFE fiber that is high strength and low shrinkage
- Shall have a wide temperature and humidity range
- Abrasion resistant and UV radiation immunity
- Shall be unaffected by non-hydrocarbon based cleaning agents, acid rain, mildew, chlorine, saltwater, and pollution
- Lockstitch thread – 1200 Denier or equal
- Chain stitch thread – 2400 Denier or equal

STEEL TUBING

- All fabricated steel must be in accordance with approved shop drawings and calculations
- All steel is cleaned, degreased, or etched to ensure proper adhesion of Superdurable powder coat in accordance with manufacturer's specifications

- All Steel used on this project needs to be new and accompanied by the mill certificates if requested. Structural steel tubing up to 5"-7 gauge shall be galvanized per Allied Steel FLO-COAT specifications. Schedule 40 black pipe fabrications shall be sand-blasted and primed as described below
- All non-hollow structural shapes comply with ASTM A-36, unless otherwise noted
- All hollow structural steel shapes shall be cold formed HSS ASTM A-53 grade C, unless otherwise noted
- Plate products shall comply with ASTM A-36

SUPERDURABLE POWDER COATING & PRIMING

- All non-galvanized steel shall be sand-blasted and primed prior to Superdurable powder coating using reclaimable blast media in a mixture of GL50 & GL80 Steel Grit
- All non-galvanized steel must be coated with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp. E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer
- Welds shall be primed with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer
- All steel parts shall be coated for rust protection and finished with a minimum 3.5 mil thick UV-inhibited weather resistant Superdurable powder coating

Powder Coat Tests		Results
ASTM	Gloss at 60°	85-95
HOI TM 10.219	PCI Powder Smoothness	7
ASTM D2454-91	Over-Bake Resistance Time	200%
ASTM D3363-92A	Pencil Hardness	H-2H
ASTM D2794-93	Dir/Rev Impact, Gardner	140/140 in/lbs
ASTM D3359-95B	Adhesion, Cross Hatch	5B Pass
ASTM D522-93A	Flexibility Mandrel	¼" dia. No fracture
ASTM B117-95	Salt Spray	1,000 hours
UL DtOV2	Organic Coating Steel Enclosures, Elect Eq.	Recognized

Powder Coat Process Characteristics

N.3.1	Specific Gravity	1.68+/-0.05
N.3.2	Theoretical Coverage	114+/- 4 ft 2/lb/mil
N.3.3	Mass Loss During Cure	<1%
N.3.4	Maximum Storage Temperature	75° F

Application Criteria

N.5.1	Electrostatic Spray Cold	Substrate:0.032 in. CRS
N.5.2	Cure Schedule	10 minutes at 400° F
N.5.3	Pretreatment	Bonderite 1000
N.5.4	Film Thickness	3.5 Mils

WELDING

- All shop welds shall be executed in accordance with the latest edition of the American Welding Society Specifications
- Welding procedures shall comply in accordance with the AWS D1.1-AWS Structural Welding Code-Steel
- All welds to be performed by a certified welder. All welds shall be continuous where length is not given, unless otherwise shown or noted on draw

- All welds shall develop the full strength of the weaker member. All welds shall be made using E70xx.035 wire
- Shop connections shall be welded unless noted otherwise. Field connections shall be indicated on the drawings. Field welded connections are not acceptable
- All fillet welds shall be a minimum of ¼" unless otherwise noted
- All steel shall be welded shut at terminations to prevent internal leakage
- Internal weld sleeving is not acceptable
- On-site welding of any component is not acceptable

SEWING

- On-site sewing of a fabric will not be accepted
- All corners shall be reinforced with extra non-tear cloth and strap to distribute the load
- The perimeters that contain the cables shall be double lock stitched

INSTALLATION HARDWARE

- Bolt and fastening hardware shall be determined based on calculated engineering loads
- All bolts shall comply with SAE-J429 (Grade 8) or ASTM A325 (Grade BD). All nuts shall comply with ASTM F-594, alloy Group 1 or 2
- Upon request, Stainless Steel hardware shall comply with ASTM A-304
- 1/4" galvanized wire rope shall be 7x19 strand with a breaking strength of 7,000 lbs. for shades generally under 575 sq. ft. unless requested larger by the customer. For shades over 575 sq. ft., cable shall be 5/16" with a breaking strength of 9,800 lbs. Upon request, 1/4" Stainless Steel wire rope shall be 7x19 strand with a breaking strength of 6,400 lbs. 5/16" Stainless Steel wire rope shall be 7/19 strand with a breaking strength of 9,000 lbs.
- All fittings required for proper securing of the cable are hot dipped galvanized

CONCRETE

- Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318 unless specified by the governing municipality
- Concrete specifications shall comply in accordance with, and detailed as, per plans as follows:
 1. 28 Days Strength $F'_c = 2500$ psi
 2. Aggregate: HR
 3. Slump: 3-5
 4. Portland Cement shall conform to C-150
 5. Aggregate shall conform to ASTM C-33
- All reinforcement shall conform to ASTM A-615 grade 60
- Reinforcing steel shall be detailed, fabricated and placed in accordance with the latest ACI Detailing Manual and manual of Standard Practice
- Whenever daily ambient temperatures are below 80° F, the contractor may have mix accelerators and hot water added at the batch plant (see table)

- The contractor shall not pour any concrete when daily ambient temperature is below 55° F

Concrete Temperate Chart

Temperature Range	% Accelerator	Type Accelerator
75-80°	1%	High Early (non calcium)
70-75°	2%	High Early (non calcium)
Below 70°	3%	High Early (non calcium)

FOOTINGS

- All anchor bolts set in new concrete shall be ASTM A-307, or ASTM F-1554 if specified by engineer
- All anchor bolts shall be zinc plated unless specified otherwise
- Footing shall be placed in accordance with and conform to engineered specifications and drawings

Appendix

Proper Care, Maintenance, and Safe Removal of the Shade Canopy

AVOID

SNOW, ICE, AND HIGH WINDS: Remove the canopy in winter conditions as ice and snow loads are not covered by the warranty. The same goes for winds in excess of hurricane force 1.

SHARP OBJECTS: Always avoid dragging the fabric across surfaces, etc. Roll or fold the fabric and carry it. Avoid sharp objects, bolts, snags, and other protrusions including mounting hardware.

OBSTRUCTIONS: Keep foliage, such as tree limbs, shrubbery, and bushes, trimmed back and away from fabric at least three to four feet.

SOURCES OF HEAT: Avoid contact with heat sources such as hot lights, torches, and avoid using grills, etc. under the fabric.

CLEANING THE FABRIC

The fabric itself is generally maintenance free with the exception of necessary removal due to weather or seasonal requirements. The fabric does not harbor mildew or mold, but residues such as tree sap, leaves, bird droppings, dust and dirt may need to be removed. To clean the fabric, use water and mild soap. A soft mop or soft broom may also be used. Cleaners that do not contain hydrocarbons, solvents, bleach or ammonia may be used. Use of solvents, hydrocarbons, bleach, and ammonia type cleaners will void the fabric warranty. A pressure washer may be used if necessary using a wide-spray nozzle.

CABLES AND HARDWARE

It is recommended that the cables be replaced every 3 to 4 years or if corrosion is visible, whichever comes first. The cable ends must be wrapped with tape to secure any wires; thus, preventing the wires from tearing the fabric. Taping must be done when removing old cable as well as when installing new cable. Clamps should be replaced when the cable is replaced. If the cable appears slack on a still day (no wind), immediately have the cable and clamps re-tightened by a qualified person. The cable should not be slack.

GLIDE ELBOW™

Lubricate Glide Elbows™ annually and before operating. A waterproof grease is recommended such as a lithium-based grease or anti-seize thread lubricant.

STORAGE

Fabric must be stored in a clean, dry place free from snags, sharp edges, etcetera. The storage area must be rodent-free. Wrap all hardware fittings with rags or some other protector, as they can damage the fabric.

UNINSTALLING THE SHADE CANOPY

NECESSARY CARE: It is important to take necessary care when handling the fabric during removal and installation to prevent damage to the fabric as well as SAFE control of the fabric in a breeze or wind. The fabric is tough and engineered for use as a shade, but it can tear or cut when or if pulled over a snag or sharp item; it can puncture from bolts or other protruding objects; and it can melt from objects such as like cigarettes, matches, hot torch tips, sparks and the like. In addition, care must be exercised to avoid the fabric hooks after the fabric is unhooked from the elbow corners and sides of the structure where there are intermediate supports. It is best to wrap any connected mounting hardware to prevent it from harming the fabric.

PROPER AND SAFE: Based on the size of the canopy, several persons may be needed to properly and safely handle the fabric during the uninstalling process. You will need several commercial ladders or other means to work safely at heights such as scissor lifts, etc. It is advised that you pad the post side of the ladder and tie the ladder to the post. The pad is to protect the post finish. Also keep in mind that every 100 square feet of fabric (10' X 10') weighs approximately five pounds; a large canopy can get heavy fast. For proper control of the fabric, read below. It is best to remove the fabric on a still day. Do not attempt to remove the canopy in strong or gusty winds.

REMOVAL OF THE CANOPY: Do not attempt to remove the canopy in strong or gusty winds.

STANDARD ELBOWS: For shade structures with Standard Elbows, loosen the turnbuckle several turns in order to put enough slack in the cable to allow the fabric and cable to unhook from all the elbow hooks. Attach 3/8" or larger ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables from each corner.

On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. It may help to wrap the rope around a column to help hold it from getting caught in the wind. Fold the fabric back away from the hooks. Now it will be necessary to remove the cable clamps to allow the cable to be free from the structure and the turnbuckle. If the cable ends are frayed, wrap them with tape. It is usually not necessary nor is it recommended that the cable be removed from the canopy. With a person on each rope, starting at the windy side, gently pull the canopy down in between the framework of the structure. The side away from the wind can be guided with the ropes toward the persons pulling the canopy down. It is important when reinstalling the canopy, that it is put back in its original orientation to the structure. Starting at the turnbuckle corner, the fabric and cable corners should be returned to their original positions.

GLIDE ELBOWS: For shade structures with Glide Elbows, remove the protective covers from the ends of the glide elbows. Then, using the proper wrench, turn the hex nuts on the end of the Glide Elbow to run the glide hooks to their top most position. Do not loosen the cable clamps, leave the cable intact. Attach 3/8" ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the wind and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables. On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. Fold the fabric back away from the hooks. It is a good idea to put the Glide Elbow protective covers back in place. With Glide Elbow installations it is not necessary to loosen or remove the cable clamps nor to remove the cable from the canopy. If the cable ends are frayed, wrap them with tape.

When uninstalling the canopy, mark or identify the corner of origin in such a way that when reinstalling the canopy, it is put back in its original orientation to the structure. The fabric and cable corners should be returned to their original positions when reinstalling the canopy. The cable and fabric should tighten properly when the glide elbows are adjusted down into their tension positions.

SHADE SAILS WITH FANS: For shade sails equipped with fans, loosen the adjustable threaded rod several turns in order to put enough slack in the cable to allow the shackle pin to be removed (do not remove the pins until the fabric corners have been secured with ropes). Attach 3/8" or larger ropes to each corner of the fabric and fan before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the shackle from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the shackles and lower the fabric and cable to the ground.

REINSTALLING HINTS

Using the same rope technique, install from the windy side (if it is breezy) making sure to secure these ropes to the posts. Then, throw the remaining corner ropes over the structure and gently pull the canopy into position. The cables and fabric corners can now be fastened on the hooks (and cable guides if so equipped). Next reinstall the clamps if applicable and tightened the cable with the turnbuckle or the Glide Elbows. Do not attempt to install the canopy in strong or gusty winds.



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

01/ L.4.g
 Quote #
 103978-03-01

Thrasher and Summerour Park - Shade Additions

City of Norcross
 Attn: Mike Jones
 345 Lively Avenue
 Norcross, GA 30071
 Phone: 678-421-2010
michael.jones@norcrossga.net

Ship to Zip 30071

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
~~~~THRASHER PARK~~~~						
1	5192	GT-Shade - Double Bay Swing Shade	\$12,695.00	5.00	\$12,060.25	\$12,060.25
8	1487	GameTime - Swing Hanger 5"O.D. Galvd	\$92.00	16.00	\$77.28	\$618.24
~~~~~						
1	QRI195	GT-Shade - GTCU181810IG CANTI UMB 18X18X10 W/GLD	\$9,539.00	5.00	\$9,062.05	\$9,062.05
~~~~~						
1	Custom Umb	GT-Shade - Custom Umbrella Shade 32'x32' (LARGE)	\$17,520.00	5.00	\$16,644.00	\$16,644.00
1	Custom Umb	GT-Shade - Fabric for Large Custom Shade	\$9,545.00	5.00	\$9,067.75	\$9,067.75
~~~~~						
1	INSTALL	5-Star Plus - Freestanding Shade Installation - Thrasher Park- <i>Shade Structure installation - Performed by a Certified Installer, includes meeting and unloading delivery truck and signed completion forms.</i>			\$23,000.00	\$23,000.00
4	SF2	5-Star Plus - Shade Footer Size 2 (each) - Medium			\$390.00	\$1,560.00
1	SF4	5-Star Plus - Shade Footer Size 4 (each) - Extra Large			\$575.00	\$575.00
~~~~SUMMEROUR PARK~~~~						
1	5192	GT-Shade - Double Bay Swing Shade	\$12,695.00	5.00	\$12,060.25	\$12,060.25
8	1487	GameTime - Swing Hanger 5"O.D. Galvd	\$92.00	16.00	\$77.28	\$618.24
~~~~~						
1	QRM183	GT-Shade - GTCU121208SG CANTI UMB 12X12X8 W/GLD	\$6,092.00	5.00	\$5,787.40	\$5,787.40
~~~~~						
1	QRM169	GT-Shade - GTRU161208SG 2 POST UMB 16X12X8 W/GLD	\$5,328.00	5.00	\$5,061.60	\$5,061.60
~~~~~						
1	INSTALL	5-Star Plus - Freestanding Shade Installation - Summerour Park- <i>Shade Structure installation - Performed by a Certified Installer, includes meeting and unloading delivery truck and signed completion forms.</i>			\$14,500.00	\$14,500.00
5	SF2	5-Star Plus - Shade Footer Size 2 (each) - Medium			\$390.00	\$1,950.00
					Sub Total	\$112,564.78
					Freight	\$2,643.21
					Total	\$115,207.99

Comments

- Site access for construction equipment and staging area must be provided by owner.
- Verification of Proper Fit prior to order to be coordinated with city and territory manager.



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c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

01/ L.4.g
Quote #
103978-03-01

Thrasher and Summerour Park - Shade Additions

This quote was prepared by Rob Dominica, President.

For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

Due to supply chain issues, and availability of some products. ALL orders are shipping in approximately 8-10 weeks, from date of accepted order. Some orders depending on specific items may take longer. Not until an order is in the system and processed can we give an expected ship date. In addition, labor shortages may cause installation dates to be extended. It is difficult to provide exact days for delivery and installation at time of order.

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$115,207.99**

Attachment: Appendix B - Compensation (24-6929 : Award of Contract for Shade Structures at Thrasher Park and Summerour Park)



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 Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-6930	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Replacement of Pergola Structures - Request for Proposals		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - RFP Pergola Structure Replacement](#)
2. [RFP PWUP 24-04 - Pergola Structure Replacement](#)
3. [Pergola Structure Images.pdf](#)

Title

Replacement of Pergola Structures - Request for Proposals

Drafter

Michael Jones

Motion

A motion to Approve/Deny the issuance of a Request for Proposals (RFP) to solicit proposals from qualified vendors to replace two existing cedar wood pergola structures at Lillian Webb Park with steel structures.



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

Agenda Report

To: Mayor and Council

From: Michael Jones, Parks Superintendent

Meeting Date: March 4, 2024 – Mayor and Council

Item No.: 24-6930

Title: Request for Proposals - Replacement of Pergola Structures

CC: Eric Johnson, City Manager

Recommendation

Approve the issuance of a Request for Proposals (RFP) to solicit proposals from qualified vendors to replace the two existing pergola structures (cedar wood) at Lillian Webb Park with steel structures.

Background

Two existing pergola structures in Lillian Web Park have been identified as needing replacement due to safety concerns. The two structures have been vandalized and misused (swings), and the structure is splitting/cracking. Replacing the existing cedar wood structures with steel structures will ensure durability and extend the life of the replacement structures.

Financial Impact

\$21,630 was requested and approved this fiscal year from 2017 SPLOST (Recreation)

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

1. Continues to define Norcross' sense of place.

Next Steps

Advertise RFP and solicit proposals for review and evaluation.

Attachments

Draft RFP PWUP 24-04 -Pergola Structures
Pergola Structure Images

Update

N/A



City of Norcross
Department of Public Works, Utilities & Parks

REQUEST FOR PROPOSALS
REPLACEMENT OF PERGOLA STRUCTURES
RFP PWUP 24-04

City of Norcross

Department of Public Works, Utilities & Parks

REQUEST FOR PROPOSALS REPLACEMENT OF PERGOLA STRUCTURES RFP 24-04

INSTRUCTIONS:

The proposal package should be clearly marked “**RFP PWUP 24-04 – REPLACEMENT OF PERGOLA STRUCTURES**” on its face and submitted by **TBD** to the address below. Please submit two printed copies and one electronic copy (USB) of your RFP package to:

Christabel Ghansah
Capital Projects Manager
City of Norcross – PWUP Department
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at christabel.ghansah@norcrossga.net by **TBD**, at 5:00 p.m.

No proposal will be received or accepted after the above specified date and time. Submissions received after the designated date and time will be deemed invalid and returned unopened to the firm.

No proposal may be withdrawn within thirty (30) days after the proposal opening and all proposals shall remain firm during this period. Requests for withdrawals must be submitted in writing.

We appreciate your interest in the City of Norcross!

RFP/RFQ CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP/RFQ for the City of Norcross

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the City of Norcross' staff member's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFP/RFQ and is an excellent source of information for any questions you may have.
3. _____ **Attend the Pre-Proposal webinar** if one is offered, these conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/RFQ.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP/RFQ. All addenda issued for this RFP/RFQ will be posted on the City's website and will include all questions asked and answered concerning the RFP/RFQ.
5. _____ **Follow the format required in the RFP/RFQ** when preparing your response. Provide point- by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the City or Evaluation Committee will know what your capabilities are or what items/services you can provide, even if you have previously contracted with the City. Evaluations are based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., reference form, sample budget form, certification forms, etc..
8. _____ **Check the City website for RFP/RFQ addenda.** Before submitting your response, check the City website at <https://www.norcrossga.net/bids.aspx> to see whether any addenda were issued for the RFP/RFQ.
9. _____ **Review and read the RFP/RFQ document again** to make sure that you have addressed all requirements.
10. _____ **Submit your response on time.** Note all the dates and times listed and be sure to submit all required items on time. Late and incomplete responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Company's Response.

1.0 **INTRODUCTION**

The City of Norcross, Department of Public Works, Utilities & Parks is requesting proposals to replace two pergola structures at Lillian Webb Park with steel structures.

The vendor shall include in their RFP response details about their ability to supply and install the specific types of pergola structures matching specifications listed in this RFP.

PROJECT SCOPE

Location address:

Lillian Webb Park
5 College street
Norcross, GA 30071

Description

- Install (2) custom 9' x 25' cantilevered steel trellises with quad columns similar to existing structure
- Match same coating color as existing structure

Design Criteria

Structure shall be designed to be free-standing, open-air trellis in conformance with all applicable building code.

Frame

All structural framing of the trellis shall be structural tube steel with end caps to form a clean, neat appearance with no place for birds to nest or small animals to roost. The compression ring shall be structural steel plate. Since all connections will bolt together, field welding shall not be required. Bolts shall be concealed within the tubing when possible.

1.1 **SCHEDULE OF EVENTS**

See **Appendix A** for the detailed Schedule of Events.

1.2 **RESTRICTIONS ON COMMUNICATIONS WITH STAFF**

All questions about this RFP should include the company name and the referenced RFP section in the following format:

Company Name
1. Question
Citation of relevant section of the RFP

1.3 PROPOSAL SUBMISSION INSTRUCTIONS

1. **Introduction** – Establishing basic information.
 - a. **Cover Letter** – Indicating interest and identifying a point of contact
 - b. **Firm Information** – Including office locations, size, etc.
 - c. **Organizational Chart** – Showing team structure and personnel
 - d. **Resumes** – Resumes for key personnel
2. **Experience & Qualifications** – Showing proof of understanding of scope of work and portfolio of 3-5 past work completed (or in progress) of similar scope
3. **References** – Please use attached reference form

Please provide accurate information and inform your references that the City of Norcross will follow up to perform reference checks. It will affect your scores if we are not able to contact your references, or they do not respond in time.

The City of Norcross will not serve as a reference, in the event that your Company worked with the City of Norcross previously.

Alternatively, Proposers are welcome to provide three (3) reference letters where they provided the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

4. **Cost Proposal** – In a separate envelope

1.4 EVALUATION CRITERIA

The proposal evaluation will be made on the following criteria:

Evaluation Criteria	Max Score
Experience & Qualifications	40
Cost Proposal	40
References	15
Compliance with submission guidelines	5
Total	100

The City reserves the right to interview top-scoring firms.

2.0 GENERAL CONDITIONS

PROPOSERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR PROPOSALS.

2.1 QUALIFICATIONS

- 2.1.1** Proposals will be considered only from experienced and well-equipped Vendor(s) engaged in work of this type and magnitude.
- 2.1.2** Proposers may be required to submit evidence setting forth qualifications which entitle their company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last five years may be required, which lists the location, size, and scope for use on this work. Before accepting any proposals, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.
- 2.1.3** Proposers must provide their own materials and labor for this contract.

2.2 AUTHORITY TO SIGN

- 2.2.1** Proposers must ensure that the legal proper name of their firm and/or corporation is printed or typed as appropriate on all documents.

2.3 RIGHTS RESERVED

- 2.3.1** The City of Norcross reserves the right to reject any or all proposals, to waive informalities or to re-advertise. It is understood that all proposals are made subject to this agreement, and that City of Norcross reserves the right to decide which proposal(s) it deems the most qualified. In arriving at this decision, full consideration will be given to the experience and qualifications of the Proposer, work of this type successfully completed and past performance with the City of Norcross.
- 2.3.2** Any unauthorized additions, conditions, limitations, or provisions attached to the Proposal shall render it informal and may be cause for rejection.

2.4 AWARD OF CONTRACT

- 2.4.1** The contract will be awarded to the most qualified firm whose proposal will provide the best value and be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.

- 2.4.2** Prior to award of the Contract, the successful Proposer will be required to submit a schedule to the City, demonstrating the Proposer's ability to commence and proceed in a timely manner. A Proposer's failure to demonstrate the ability to proceed as required may result in contract cancellation.
- 2.4.3** Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, contract cancellation or re-advertising of any and/or all these contracts.

2.5 PRODUCTION REQUIREMENTS

- 2.5.1** Time is of the utmost importance of this project. The successful Proposer will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to the specifications in the RFP.

2.6 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.6.1** Payment shall be provided based on the cost schedule provided in Vendor's response. Vendor shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to the Parks Superintendent, Michael Jones via email at michael.jones@norcrossga.net

The invoice shall contain a complete itemization of services, the total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the site(s), less retainage.

- 2.6.2** The City shall retain a maximum of 10% of each progress payment; provided, however, when 50% of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage. At the discretion of the City and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes their work.

2.7 NON-COLLUSION

- 2.7.1** Vendor(s), by submitting a proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

2.8 MATERIALS

- 2.8.1** Unless otherwise specified in the Contract, Vendor shall provide and assume full responsibility for all services, materials, equipment, labor, and all other facilities and incidentals necessary for the completion of the Work.
- 2.8.2** All materials and equipment incorporated into the work shall be of good quality, except as otherwise provided in the Contract. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the City.

2.9 CONTRACT REQUIREMENTS

- 2.9.1** The successful Vendor is required to do the following within ten (10) days of Notice:
- 2.9.1.1.1** Return to the City contract documents executed by the authorized representative attested by the corporate secretary treasurer.
 - 2.9.1.1.2** Provide Insurance Certificates as specified in the RFP documents.
- 2.9.2** Failure to execute the Contract or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the RFP guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next most qualified Vendor, or the work may be re-advertised or constructed by City forces.

2.10 SCHEDULE

- 2.10.1** Schedule: The Vendor shall provide to the Parks Superintendent a schedule of activities at micheal.jones@norcrossga.net. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents and/or businesses.

APPENDIX A
RFP PWUP 24-04
SCHEDULE OF EVENTS

Release of RFP	TBD 2024, at 11:00 a.m.
Deadline for Written Questions	TBD, 2024, at 5:00 p.m.
Proposals Due	TBD, 2024, at 11:00 a.m.
Proposal Evaluation	TBD 2024
Contract Award (On/about)	TBD 2024

APPENDIX B
RFP PWUP 24-04
REFERENCES

Please complete attached reference form and provide accurate information for each reference. Please inform your references that the City of Norcross will follow up to perform reference checks. It will affect your scores if we are not able to contact your references, or they do not respond in time.

The City of Norcross will not serve as a reference, in the event that your Company worked with the City of Norcross previously.

Alternatively, Proposers are welcome to provide three (3) reference letters where they provided the same or similar services. Reference letters must be on official letterhead and signed by the point of contact of the agency where the service was performed.

APPENDIX C
RFP PWUP 24-04
CURRENT STATE OF PERGOLA STRUCTURES



Figure 1 - Pergola Structure



Figure 2 - Pergola Base



Figure 3 - Damaged Swing

APPENDIX D
RFP PWUP 24-04
COST PROPOSAL

In a separate envelope, please include a cost proposal.

APPENDIX E
RFP PWUP 24-04
PACKET CHECKLIST

PROJECT: _____

DATE: _____

Please use this checklist to ensure you have properly completed all forms and requirements.

You must complete and attach this checklist to your proposal packet. Failure to do so may you render ineligible for consideration.

_____ Packet Checklist (attached to proposal package)

_____ Two Hard Copies & One Electronic Copy of Proposal Package (*including all required information, forms and completed appendices*)

_____ Certificate of Liability Insurance

_____ [E-Verify Contractor & SAVE Affidavits](#)

_____ Mail or deliver to:

Christabel Ghansah
 Capital Projects Manager
 City of Norcross – PWUP Department
 345 Lively Avenue
 Norcross, GA 30071



Figure 1 - Pergola Structure



Figure 2 - Pergola Base



Figure 3 - Damaged Swing



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 Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-6928	Version:	
Type #:	Agenda Item	Status:	
On Agenda:	3/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	NeoGov Contract for Human Resources Information System (HRIS)		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - HRIS Contract with NeoGov](#)
2. [City of Norcross - NeoGov Contract - Feb 2024](#)

Title

NeoGov Contract for Human Resources Information System (HRIS)

Drafter

Camille Washington

Motion

A motion to Approve/Deny a contract between the City of Norcross and NeoGov for Human Resources Information System (HRIS) services.



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

Agenda Report

To: Mayor and Council

From: Camille Washington, Human Resources Manager

Meeting Date: March 4, 2024 – Mayor and Council

Item No.: 24- 6928

Title: **Contract for HRIS Services**

CC: Eric Johnson, City Manager

Recommendation: Approval of a contract between the City of Norcross and NeoGov for HRIS services.

Background

In July of 2023, the city authorized and issued a request for proposals for a Human Resources Information System. NeoGov was selected as the vendor at the regular meeting in January.

The revised contract reflects the special conditions added regarding the subscription fees to be increase not more than 6% from the previous term for the first three renewal terms after the execution of the agreement. HR and the City Attorney have reviewed the contract and are satisfied with its terms.

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 total cost of this proposal is \$65,928.00 for the two-year option. Subscription Fees shall not increase by more than 6% from the previous term for the first three Renewal Terms after the execution of this Agreement. Thereafter, NEOGV may increase Fees according to this Agreement.

Consistent with Comprehensive Plan?

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

Attachments

NeoGov Quote Update Feb 2024
 NeoGov – Service Agreement v20230714

Next Steps - NA

Update - NA

Exhibit A Order Form

NEOGOV

NEOGOV

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

Customer:

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

Quote Valid From: 2/1/2024
Quote Valid To: 2/29/2024

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

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**

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 affixed hereto. 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
2. NEOGOV subscription Fees shall not increase by more than 6% from the previous term for the first three Renewal Terms after the execution of this Agreement. Thereafter, NEOGOV may increase Fees according to this Agreement

Accepted and Agreed By Authorized Representative of:
Norcross, City of (GA)

Signature: _____

Printed Name: _____

Title: _____

Date

Accepted and Agreed By Authorized Representative of:
GovernmentJobs.com, Inc. dba NEOGOV

Signature: _____

Printed Name: _____

Title: _____

Date





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.** INTENTIONALLY OMITTED.

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 scrambling 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.



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 Phillip

City of Norcross

Legislation Details (With Details)

File #:	24-6937	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Funding for Environmental Assessment and Survey of Mitchell Road Property		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report- Environmental Assessment and Survey of Mitchell Road Property](#)

Title

Funding for Environmental Assessment and Survey of Mitchell Road Property

Drafter

Councilmember Matt Myers

Motion

A motion Authorize \$50,000 from the Mayor and Council Contingency account for a Phase II Environmental Assessment, a Geotechnical Exploration, and an ALTA boundary and topographic survey of City-owned property on Mitchell Road.



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

Agenda Report

To: Mayor and Council

From: Councilmember Matt Myers

Meeting Date: March 4, 2024 – Mayor and Council

Item No.: 24- 6937

Title: Funding for Environmental Assessment and Survey of Mitchell Road Property

CC: Eric Johnson, City Manager

Recommendation

Authorize \$50,000 from the Mayor and Council Contingency account for a Phase II Environmental Assessment, a Geotechnical Exploration, and an ALTA boundary and topographic survey of City-owned property on Mitchell Road.

Background

The City has previously considered sale of property it owns on Mitchell Road by the Norcross Development Authority (NDA) for development of residential housing in which the NDA would retain a portion of the proceeds as “seed funding” for ongoing NDA activities. To facilitate the sale of that property, the NDA is requesting the City expend up to \$50,000 on the following activities:

Phase II Environmental Assessment to assess whether the adjacent property identified as a recognized environmental concern in the Phase I Environmental Site Assessment and the historic use of the Property have impacted (i.e., contaminated) the Property,

Geotechnical Exploration, including borings and soils testing, to confirm the suitability of the existing soils for proposed development and make recommendations for site preparation and any remedial measures necessary to address existing subsurface conditions, and ALTA boundary and topographic survey to describe the horizontal limits and vertical conditions of the Property. The survey will also include the flood plain and limits of aquatic resources previously delineated on the Property.

Financial Impact

Up to \$50,000.

Consistent with Comprehensive Plan? Yes. Ensures that Norcross Residents have a Variety of Attainable, Quality Housing Options

Next Steps**Attachments****Update**



Mayor: Craig Newton • Mayor Pro Tem: Bruce Gaynor • Councilmember: Andrew Hixson • Councilmember: Josh Bare
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City of Norcross

Legislation Details (With Details)

File #:	24-6927	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	3/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Mid-Year Budget Amendments		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Budget Amendment 0224](#)

Title

Mid-Year Budget Amendments

Drafter

Eric Johnson

Motion

A motion to Approve/Deny a mid-year budget amendment authorizing additional projects, updating studies, funding adjustment in employee salaries, and allocating funding for pre-construction costs associated with the Public Safety Building as follows:

1. Fencing at the Norcross Post Office - Move \$20,000 to the Capital Project Fund from the Mayor and Council Contingency.
2. Gateway Wall at Langford and W. Peachtree - Appropriate \$19,000 in the 2017 SPLOST Transportation to a new project.
3. Update to 2020 Pavement Condition Analysis - Appropriate \$25,000 in the 2023 SPLOST for Transportation to a new project.
4. Investigation of Stormwater Infrastructure - Appropriate \$30,000 from Net Position in the Stormwater Fund.

5. **Update to the 2021 Classification and Compensation Study - Move \$25,500 to Human Resources operating budget from the Mayor and Council Contingency.**
6. **Sworn Law Enforcement Officer Salaries - Appropriate \$260,000 from the General Fund, Unrestricted Fund Balance to the Police Department operating budget.**
7. **Public Safety Building - Appropriate \$1,600,000 to the Public Safety Building capital project in the Special Investigations (Redspeed) Fund. (\$1,200,000 was previously appropriated for purchase of land for the project.)**



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
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Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: March 4, 2024 – Mayor and Council

Item No.: 24- 6927

Title: Mid-year budget amendment authorizing additional projects, updating studies, funding adjustment in employee salaries, and allocating funding for pre-construction costs associated with the Public Safety Building.

Recommendations –

1. Authorize a budget amendment of \$119,500 for previously unbudgeted projects related to fencing at the Norcross Post Office, replacing the gateway wall at Langford and W. Peachtree, updating the 2020 pavement condition analysis for City roads, investigation of stormwater infrastructure, and updating the 2021 classification and compensation study.
2. Appropriate \$260,000 for an increase in salaries for law enforcement officers of \$10,000 per year based on current market conditions, and authorize a 2 percent merit increase for all other employees with at least three months service, effective with the payroll ending March 13, 2024, and
3. Appropriate an additional \$1,600,000 to the Public Safety Building project to facilitate ongoing activities related to design, program management, demolition, testing, and site security.

Background

Fencing at the Norcross Post Office – This gateway to Downtown Norcross will be upgraded by replacing the existing chain-link fencing with 6-foot decorative black aluminum fencing comparable to that used by the City in other locations, and with the approval of the local Postmaster.

Gateway Wall at Langford and W. Peachtree – The gateway wall, constructed with railroad ties and a portion of which was damaged and removed, will be replaced with a block wall similar to that on adjacent County property and using materials donated by Gwinnett County Water Resources comparable to what the County used on their adjacent property.

Update to 2020 Pavement Condition Analysis – The previous study conducted by Clark-Patterson-Lee will be updated using the same robotic technology applied to images of City streets to facilitate an assessment of current conditions as the City continues using the 2023 SPLOST Transportation funding and other sources to address deferred maintenance of City roads. Of the four major factors influencing crack patterns in roadways, two are weather-related, one reflects the quality of initial road construction or subsequent resurfacing work, and one relates to heavy vehicles (e.g., garbage trucks, school buses, and moving vans in residential areas, and truck traffic on non-residential roads). One or more of these factors may have impacted roads differently, and lead to reprioritization of roads from the 2020 study.

Investigation of Stormwater Infrastructure – The City is investigating the viability of some of the infrastructure that feeds into the City's stormwater management system.

Update to the 2021 Classification and Compensation Study – The City will be updating what has commonly been referred to as the salary study implemented in late 2021, based on apparent changes in compensation in the local public sector market. The same vendor that was competitively selected in 2021 will be used for consistency and has provided a discount.

Law Enforcement Officer Salary Adjustment and Merit Adjustment for Other Employees – Competition in the immediate market requires immediate salary adjustments to prevent attrition and to promote hiring. In the 2021 classification and compensation study, the City set salary ranges at the 50th percentile – where 50% of competing communities would pay less than Norcross, and 50% would pay more. In September 2023, the City increased its salary ranges by 4%. A recent review was conducted of law enforcement starting salaries. The 50th percentile of starting salaries for law enforcement officers in nearby cities exceeds that of Norcross by more than \$10,000. While the planned update to the City's salary study will address all positions, the competition for law enforcement officers is particularly notable: The City has not been able to fill all of its approved law enforcement positions and faces the compounding factor of potential loss of current staff to nearby communities due to the extreme differential in pay. Immediate action is warranted.

A pay adjustment of \$10,000 for law enforcement officers below the level of Chief is recommended, effective with the pay period ending March 13. While attention tends to be given to the entry level police officer classification, all higher classifications for sworn law enforcement officers overlap with each other – requiring an adjustment to each classification: police officer, master patrol officer, detective, sergeant, lieutenant, and captain.

A 2% merit increase for all other employees who were employed for a minimum of 3 months as of February 29, 2024, is also recommended and effective for that same pay period ending March 13.

These adjustments will be netted against subsequent recommendations from the classification and compensation study – i.e., any recommendation for adjustments to individual salaries

resulting from the study will be reduced by the dollar amounts provided now. The cost in FY 24 will be for approximately 6 months and include added FICA, pension costs, and overtime costs. There are approximately 42 filled sworn law enforcement officers subject to the change in salary. The 6-month cost is estimated to be about \$260,000, and an appropriation of funds to the Police Department is recommended. The 6-month cost for the merit increase for other employees is estimated to be about \$61,000. No budget adjustment is requested at this time as that amount should be covered by budgetary savings – but there will be a yearend adjustment within and between departments, as necessary, to cover the cost.

Public Safety Building – Funding is needed for current, pre-construction, activities related to design, program management, demolition of existing structures, testing, and site security/fencing. This appropriation does not change the current estimated total cost of \$26 million for the building but facilitates pre-construction expenditures including contracts previously awarded for design and program management.

Financial Impact – In each case, funds are either being *moved* to the appropriate account (e.g., to the department that will incur the expenditure/expense) with no change in the overall budget, or funds carried over from FY 23 are being *appropriated*, resulting in an increase in the budget.

New projects:

- Fencing at the Norcross Post Office – Move \$20,000 to the Capital Project Fund from the Mayor and Council Contingency.
- Gateway Wall at Langford and W. Peachtree – Appropriate \$19,000 in the 2017 SPLOST Transportation to a new project.
- Update to 2020 Pavement Condition Analysis – Appropriate \$25,000 in the 2023 SPLOST for Transportation to a new project.
- Investigation of Stormwater Infrastructure – Appropriate \$30,000 from Net Position in the Stormwater Fund.
- Update to the 2021 Classification and Compensation Study – Move \$25,500 to Human Resources operating budget from the Mayor and Council Contingency.
- Sworn Law Enforcement Officer Salaries – Appropriate \$260,000 from the General Fund, Unrestricted Fund Balance to the Police Department operating budget.

Existing project:

- Public Safety Building – Appropriate \$1,600,000 to the Public Safety Building capital project in the Special Investigations (Redspeed) Fund. (\$1,200,000 was previously appropriated for purchase of land for the project.)

Consistent with Comprehensive Plan? Yes. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services.

Next Steps On approval, the pay adjustments will be made in the payroll for the pay period ending March 13, 2024.

Attachments

Update