

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, April 5, 2021

6:30 PM

Teleconference

Link to join Webinar

<https://zoom.us/j/97000880870>

Mayor and Council

*Mayor Craig Newton
Mayor Pro Tem Josh Bare
Councilmember Andrew Hixson
Councilmember Matt Myers
Councilmember Bruce Gaynor
Councilmember Arlene Beckles*

- 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**
[21-6106](#) **Approval of Previous Meeting Minutes**

[Mayor and Council - Regular Meeting - Mar 1, 2021 6:30 PM](#)

[Policy Work Session - Regular Meeting - Mar 15, 2021 6:30 PM](#)

[Special Called Meeting - Special Meeting - Mar 17, 2021 6:30 PM](#)

- F. **Set agenda as presented for scheduled meeting.**
[21-6107](#) **Acceptance of the Agenda**

- G. **Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**
[21-6108](#) **Important Announcements and Updates Regarding COVID-19**
The Mayor and Council will be joined by Dr. Audrey Arona, District Health Director, and CEO of Gwinnett, Newton, and Rockdale County Health Departments who will present critical information and updates regarding COVID-19.

- 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**
[21-6014](#) **REZ2020-0002 Hunt Beutell PRD**
Request for a rezoning from R-75 to PRD for a new 27 lot single family residential development (23 new units and 4 existing units) between Hunt Street and Beutell Street.

[REZ2020-0002 MC Policy Agenda Packet](#)

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

Please remember to wear a mask and social distance at all in-person events.

Norcross Community Market (Drive-through)

Place orders at NCMonlinestore.com each week between Sunday (9 a.m.) and Thursday (5 p.m.). Then collect purchase on Saturday between 9 and 11 a.m. at City Hall.

Clothes Story: An Exhibition

The Rectory | Here through April 23; call 678.421.2049 for entry.

Neighborhood Cleanup & Recycling Day

Saturday, April 10 | Various Downtown Locations and Times, See website for details.

Other Upcoming Events to Look Forward To:

Red, White & Boom July 3rd Celebration

Summer Concert Series - May through September

...and more! Our events team is working to finalize our 2021 events calendar, and will be sharing details as soon as more information comes available. Stay tuned!

K. Board Appointments[21-6109](#)**Board Appointment - Discovery Garden Park Board****L. Approval of Consent Agenda****M. Items for Discussion****1. [21-6046](#) Enterprise Fleet Management**

Public Works, Utilities, and Parks is seeking approval of the attached corporate resolution between Enterprise Fleet Management and the City of Norcross for motor vehicle lease(s).

[Memo - Enterprise Fleet Management](#)

[Corporate Resolution](#)

[Master Equity Lease Agreement](#)

[GP1C - City of Norcross Addendum to Equity MLA - FM TRUST 03.21](#)

[Maintenance Agreement](#)

[Maintenance Management and Fleet Rental Agreement](#)

[GP1C - City of Norcross Self-Insurance Addendum \(both\) - Equity 03.21](#)

[Authorized Signer \(Government\)](#)

[2021 Enterprise Maintenance Agreements - Amendment No. 1](#)

2. [21-6081](#) **LiveNorcross Program**
A request to approve a budget amendment in the amount of \$25,000 to fund the LiveNorcross initiative.

[M2HhousingJUlypresentation V4 \(002\)](#)

[LiveNorcross \\$25K](#)

3. [21-6082](#) **Budget Amendment**
A recommendation to approve a budget amendment to increase the City Manager's Department FY21 budget by \$23,683 to cover contract work provided by former City Manager Rudolph Smith with funds to come from the Contingency Fund.

[Budget Amendment 03082021- Agenda Report](#)

[Budget Report City Manager Department](#)

[City Manager Budget Contract Labor](#)

4. [21-6083](#) **Part-Time Code Enforcement Officer**
A proposal to authorize one added part-time Code Enforcement Officer for the balance of FY 2020-2021 to facilitate enforcement of business licenses and renewals.

[Agenda Report- PT Code Code Enforcement Officer](#)

5. [21-6084](#) **Street Racing Ordinance**
A discussion regarding a draft ordinance regulating and prohibiting road racing in the City of Norcross.

[2021- Norcross Ordinance Regulating & Prohibiting Road Racing in City Limits](#)

[2021 HB 534](#)

[2021 SB 10](#)

6. [21-6045](#) **Flock Safety Memorandum of Understanding**
A request to approve the Memorandum Of Understanding, MOU, required by Flock Safety.

[Flock Safety MOU Agenda Report - NPD - 031521](#)

[Flock Safety \(MOU\) Community Safety Program Terms \(Final\)](#)

7. [21-6085](#) **Financial Advisor Contract**
A recommendation to approve a financial services contract with Piper Sandler & Co. to serve as the City's financial advisor through May 31, 2022.

[Agenda Item - Financial Advisor Contract](#)

[FA Agreement Norcross \(City of\) 3.2021](#)

8. [21-6052](#) **Norcross Distillery Ordinance Proposal**

A proposal for modification or addition to UDO to include allowance for Micro-Distillery or Craft-Distillery in the city limits of Norcross, to include on premise taproom sales, Sunday sales and offsite sales.

[Norcross Distillery Memo](#)

[2021 Norcross Distilleries Ordinance \(Draft\) Version I - allows on premises consumption and retail package sales](#)

[2021 Norcross Distilleries Ordinance \(Draft\) Version II - allows on premises consumption and no retail package sales](#)

N. **Adjourn in memory of**

[21-6112](#) **Proclamation in Memory of Julia Ann Barks**

[Proclamation In Memory of Julia Ann Barks](#)

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

P. Signed by _____ Mayor Craig Newton

Q. Attest: _____ Monique Lang, City Clerk



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

City of Norcross

Legislation Details (With Details)

File #:	21-6106	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/5/2021 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 March 1st Regular Council Meeting Minutes, the March 15th Policy Work Session and Executive Session, and the March 17th Special Called Meeting.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, March 1, 2021

6:30 PM

Teleconference

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Matt Myers

Councilmember Bruce Gaynor

Councilmember Arlene Beckles

Minutes Acceptance: Minutes of Mar 1, 2021 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	
Josh Bare	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Matt Myers	Councilmember	Present	
Bruce Gaynor	Councilmember	Late	6:39 PM
Arlene Beckles	Councilmember	Present	

Regular Meeting was called to order at 6:30 PM by Mayor Craig Newton

- E. Presentation of previous meetings minutes for acceptance

21-6070: Approval of Previous Meeting Minutes

Motion

A motion to Approve the February 1st Regular Council Meeting Minutes and the February 15th Policy Work Session and Executive Session.

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

Mayor and Council - Regular Meeting - Feb 1, 2021 6:30 PM

Policy Work Session - Regular Meeting - Feb 15, 2021 6:30 PM

- F. Set agenda as presented for scheduled meeting.

21-6066: Acceptance of the Agenda

Motion

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

21-6049 : Business Development Manager

21-6050 : Private Road

20-5972 : Reactivation of the Parks and Greenspace Commission

21-6052 : Norcross Distillery Ordinance Proposal

Amended Motion

A motion to amend the agenda to add the following items to discussion:

21-6069 : Budget Amendment

21-6071 : Contract Amendment

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

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**21-6067: Important Announcements and Updates Regarding COVID-19**

RESULT:	PRESENTED BY DR. ARONA
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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**J. Reports of the Mayor and Councilmembers**

- a. General Announcements

MARCH CALENDAR OF EVENTS

Please remember to wear a mask and social distance at all in-person events.

Saturday, March 13

Free Carriage Rides (Valentine's Rescheduled Event) | Board in Front of Taste of Britain | 6:00 p.m. - 8:30 p.m.

Friday, March 26

Clothes Story: An Exhibition Opening Night | 4:00 p.m. & 6:00 p.m. | The Rectory | *Must RSVP, call 678.421.2048/2049. Entry is limited to 15 people for each entry time due to social distancing. Additional viewing hours/times to be announced at a later date.*

Saturday, March 27

Facebook Live Virtual Concert: Tribute to Johnny Cash & Waylon Jennings | 7:00 p.m. - 8:30 p.m. | City of Norcross Facebook Live (@cityofnorcrossga)

Saturday, April 10

Neighborhood Cleanup & Recycling Day | Various Downtown Locations and Times, See Website for Details

Other Upcoming Events to Look Forward To:

- Norcross Community Drive-through Market
- Red, White & Boom July 3 Celebration
- August Summer Concert with The Bee Gees Gold ...and more!

Our events team is working to finalize our 2021 events calendar and share details as soon as more information comes available. Stay tuned!

Minutes Acceptance: Minutes of Mar 1, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

K. Board Appointments**21-6068: Board Appointment - Planning and Zoning Board**

Motion

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

Planning and Zoning Board

Joey Clayton 06/01/2025

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

L. Approval of Consent Agenda

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

1. 21-6044: Gwinnett Metro Task Force Memorandum of Agreement

Motion

A motion to Approve a request to approve the updated Gwinnett Metro Task Force Memorandum of Agreement as presented.

2. 21-6047: Walk Friendly

Motion

A motion to Approve a request to adopt the attached International Charter for Walking.

3. 21-6051: Civic Club Membership

Motion

A motion to Approve a request for the City Manager to gain Membership into the Rotary Club of Peachtree Corners at a cost of \$400, quarterly, to be funded by the City Manager dues and fees budget.

M. Items for Discussion**1. 21-6049: Business Development Manager**

Motion

A motion to Table this item to the March 15 Policy Work Session.

RESULT:	DENIED [2 TO 3]
MOVER:	Arlene Beckles, Councilmember
SECONDER:	Josh Bare, Mayor Pro Tem
AYES:	Arlene Beckles, Josh Bare
NAYS:	Andrew Hixson, Matt Myers, Bruce Gaynor

Amended Motion

A motion to add the full time position of 'Business Development Manager' to the Economic Development Department and to authorize moving the appropriate amount of funds in Economic Development from Contract Labor to Salary/Benefits in order to financially cover this position through the end of Fiscal Year 2021.

RESULT:	APPROVED [4 TO 1]
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Andrew Hixson, Matt Myers, Bruce Gaynor, Arlene Beckles
NAYS:	Josh Bare

2. 21-6050: Private Road

Motion

A motion to Approve a request to allow a private road at 275 Summerour Street to serve the 14-lot townhome development.

Motion Amendment

To include a report by the arborist detailing the plan for trees and tree coverage back to Council.

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

3. 20-5972: Reactivation of the Parks and Greenspace Commission

A motion to Approve an amendment to Article V of Chapter 2 of the City Code of Ordinances to add a new Section 2-154 to create the Parks, Green Spaces and Trails Commission pursuant to Section 3.11 of the Norcross City Charter, with the following enacting clause:

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

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

4. 21-6052: Norcross Distillery Ordinance Proposal

Motion

A motion to Table this item to the March 15 Policy Work Session.

RESULT:	TABLED TO
	Next: 3/15/2021 6:30 PM
TO:	Policy Work Session

5. 21-6069: Budget Amendment

Motion

A motion to Approve a budget amendment to cover salary adjustments authorized by the City Manager, a 4% salary increase for other eligible City employees, and \$20,000 to allow issuance of a request for proposals (RFP) for a salary survey covering City of Norcross positions and elected officials.

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

6. 21-6071: Contract Amendment

Motion

A Motion to Approve legal making minor verbiage edits to the Norcross On Call Services Contracts as necessary without affecting contract pricing.

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

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

The meeting adjourned at 8:32 PM with a motion by Councilmember Bruce Gaynor and seconded by Councilmember Arlene Beckles.

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

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

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, March 15, 2021

6:30 PM

Teleconference

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Matt Myers

Councilmember Bruce Gaynor

Councilmember Arlene Beckles

Minutes Acceptance: Minutes of Mar 15, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Roll Call (recorded)

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

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

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

Norcross Downtown Development Authority- Norwood Davis, Chair

D. General Updates

*Audit Update- Chris Hollifield

*Annual Events- Mary Beth Bender

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

Mayor and Council are asked to consider and approve or deny appointments and re-appointments to the following board, authority or commission:

Discovery Garden Park Board

Norcross Public Arts Commission

G. City Manager's Report

Presented by Eric Johnson, City Manager

H. Items for Discussion**1. 21-6046: Enterprise Fleet Management**

RESULT: THIS MATTER WAS REFERRED TO

Next: 4/5/2021 6:30 PM

TO: Mayor and Council

2. 21-6081: LiveNorcross Program

RESULT: THIS MATTER WAS REFERRED TO

Next: 4/5/2021 6:30 PM

TO: Mayor and Council

3. 21-6082: Budget Amendment

RESULT: THIS MATTER WAS REFERRED TO

Next: 4/5/2021 6:30 PM

TO: Mayor and Council

Minutes Acceptance: Minutes of Mar 15, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

4. **21-6014: REZ2020-0002 Hunt Beutell PRD**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 4/5/2021 6:30 PM
TO:	Mayor and Council

5. **21-6083: Part-Time Code Enforcement Officer**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 4/5/2021 6:30 PM
TO:	Mayor and Council

6. **21-6084: Street Racing Ordinance**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 4/5/2021 6:30 PM
TO:	Mayor and Council

7. **21-6045: Flock Safety Memorandum of Understanding**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 4/5/2021 6:30 PM
TO:	Mayor and Council

8. **21-6085: Financial Advisor Contract**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 4/5/2021 6:30 PM
TO:	Mayor and Council

9. **21-6052: Norcross Distillery Ordinance Proposal**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 4/5/2021 6:30 PM
TO:	Mayor and Council

10. **21-6086: Additional Downtown Parking**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 4/19/2021 6:30 PM
TO:	Policy Work Session

11. 21-6087: Annexation Discussion**RESULT: THIS MATTER WAS REFERRED TO****Next: 3/17/2021 6:30 PM****TO: Special Called Meeting****I. Adjourn to Executive Session for Personnel, Real Estate or Legal**

The meeting adjourned at 8:59 PM with a motion by Councilmember Bruce Gaynor and seconded by Mayor Pro Tem Josh Bare.

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

Minutes Acceptance: Minutes of Mar 15, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Wednesday, March 17, 2021

6:30 PM

Teleconference

Special Called Meeting

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Matt Myers

Councilmember Bruce Gaynor

Councilmember Arlene Beckles

Minutes Acceptance: Minutes of Mar 17, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Call to Order by Craig Newton

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

Special Meeting was called to order at 6:35 PM by Mayor Craig Newton

B. Roll Call (recorded)**C. Comments by Citizens****PH. Public Hearings****E. Items for Discussion****1. 21-6087: Annexation Discussion**

Motion

A motion to table discussion on the presented map until summer 2021.

RESULT:	TABLED SENT TO [UNANIMOUS]
TO:	Next: Summer 2021, Meeting Date TBD
MOVER:	Bruce Gaynor, Councilmember
SECONDER:	Andrew Hixson, Councilmember
AYES:	Beckles, Bare, Hixson, Myers, Gaynor

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

The meeting adjourned at 7:34 PM.

G. Signed by _____ Mayor Craig Newton

H. Attest _____ Monique Lang, City Clerk

Minutes Acceptance: Minutes of Mar 17, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)



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

City of Norcross

Legislation Details (With Details)

File #:	21-6107	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/5/2021 6:30 PM	In Control:	Mayor and Council
Title:	Acceptance of the Agenda		

Sponsors:

Code Sections:

Title
Acceptance of the Agenda

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



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

City of Norcross

Legislation Details (With Details)

File #:	21-6108	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/5/2021 6:30 PM	In Control:	Mayor and Council
Title:	Important Announcements and Updates Regarding COVID-19		

Sponsors:

Code Sections:

Title
Important Announcements and Updates Regarding COVID-19

Presented by
Dr. Arona



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

City of Norcross

Legislation Details (With Details)

File #:	21-6014	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/5/2021 6:30 PM	In Control:	Architectural Review Board
Title:	REZ2020-0002 Hunt Beutell PRD		

Sponsors:

Code Sections:

Attachments:

1. [REZ2020-0002 MC Policy Agenda Packet](#)

Title
REZ2020-0002 Hunt Beutell PRD

Drafter
Tracy Rye

Motion

A motion to Approve/Deny a request for a rezoning from R-75 to PRD for a new 27 lot single family residential development (23 new units and 4 existing units) between Hunt Street and Beutell Street with the following conditions:

1. The PRD zoning designation shall be restricted to only single family primary uses and allowable home occupations and accessory uses;
2. The property shall be developed in general conformance with the site plan dated 12/23/2020 and shall include 10 foot setbacks from exterior property boundaries and a minimum building separation of 7 feet;
3. In conformance with the adopted 2040 Comprehensive Plan, the development is limited to a maximum of 27 single family units;
4. The applicant shall install off-street parking or a shoulder near the mail kiosk;
5. The applicant shall relocate driveways of Lots 2 and 3 to be farther from the entrance of the proposed neighborhood subject to the approval of the City Engineer;

6. The applicant shall relocate driveway of Lot 27 to the private drive subject to the approval of the City Engineer;
7. The applicant shall install curb and gutter along the frontage of the new development on Hunt Street and Beutell Street;
8. The applicant shall make a contribution in the amount of \$575/unit to the City sidewalk fund to mitigate increased pedestrian traffic from the development onto the unimproved sections of both Hunt and Beutell Streets. The City shall prepare to program these future sidewalk improvements. Payment shall be made prior to issuance of first Certificate of Occupancy or with each issued building permit;
9. All common areas, including but not limited to streets and storm water systems, shall be maintained by a mandatory homeowner association;
10. It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks;
11. The location of any and all crosswalks and traffic calming measures within the development are subject to the approval of the City Engineer;
12. Plant material use on site in landscape strips and buffers are subject to final approval of the City's landscape review professional;
13. Location of stormwater detention is subject to the approval of the City Engineer;
14. All utilities shall be buried;
15. The development shall comply with the Architectural Review Board's conditions of approval;
16. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report;
17. The City through the City Engineer and Public Works Department, along with the applicant, shall review traffic patterns on both Hunt and Beutell Streets for possible future roadway improvements.



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

Agenda Report

To: Mayor and Council

From: Tracy Rye, AICP

Meeting Date: March 15, 2021 – Policy Work Session

Item No.: 21-6014

Titel: REZ2020-0002

CC: Eric Johnson

Recommendation

Based on compatibility with the 2040 Comprehensive Plan and with the surrounding land uses, the Architectural Review Board (separate ARB conditions of approval are listed in the attached staff report and are referenced in condition 15 below), Planning and Zoning Board and Community Development Staff recommend approval with conditions identified in the staff report and enumerated below (please note that the staff originally recommended 16 conditions of approval and the P&Z Board has recommended adding condition #17):

1. The PRD zoning designation shall be restricted to only single family primary uses and allowable home occupations and accessory uses;
2. The property shall be developed in general conformance with the site plan dated 12/23/2020 and shall include 10 foot setbacks from exterior property boundaries and a minimum building separation of 7 feet;
3. In conformance with the adopted 2040 Comprehensive Plan, the development is limited to a maximum of 27 single family units;
4. The applicant shall install off-street parking or a shoulder near the mail kiosk;
5. The applicant shall relocate driveways of Lots 2 and 3 to be farther from the entrance of the proposed neighborhood subject to the approval of the City Engineer;

6. The applicant shall relocate driveway of Lot 27 to the private drive subject to the approval of the City Engineer;
7. The applicant shall install curb and gutter along the frontage of the new development on Hunt Street and Beutell Street;
8. The applicant shall make a contribution in the amount of \$575/unit to the City sidewalk fund to mitigate increased pedestrian traffic from the development onto the unimproved sections of both Hunt and Beutell Streets. The City shall prepare to program these future sidewalk improvements. Payment shall be made prior to issuance of first Certificate of Occupancy or with each issued building permit;
9. All common areas, including but not limited to streets and storm water systems, shall be maintained by a mandatory homeowner association;
10. It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks;
11. The location of any and all crosswalks and traffic calming measures within the development are subject to the approval of the City Engineer;
12. Plant material use on site in landscape strips and buffers are subject to final approval of the City's landscape review professional;
13. Location of stormwater detention is subject to the approval of the City Engineer;
14. All utilities shall be buried;
15. The development shall comply with the Architectural Review Board's conditions of approval;
16. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report;
17. The City through the City Engineer and Public Works Department, along with the applicant, shall review traffic patterns on both Hunt and Beutell Streets for possible future roadway improvements.

Background

The applicant has submitted a rezoning application for a five-parcel assemblage between Hunt Street and Beutell Street in the Town Center character area. The request is for PRD zoning to allow for 27 single family homes. Four of the homes are existing and will remain, while twenty-three will be new construction. The lot sizes will vary from 2,500 to 12,008 square feet and the house sizes will vary as well in an effort to provide for a mix of housing needs. Each newly constructed unit will provide a two-car garage and driveway parking. Additionally, there will be some street parking along the one-way street within the development. The development will be accessed from both Beutell and Hunt Streets. Hunt Street has a main two-way entrance, while Beutell Street has a one-way entrance.

Financial Impact

None

Consistent with Comprehensive Plan?

This project is considered to be consistent with the City's adopted 2040 Comprehensive Plan with respect to the Town Center Character Area. Planned Residential Developments consisting of single family detached homes at a density no greater than 8 du/acre meet the appropriate scale of development criteria within the Character Area.

Next Steps

Conduct the final Public Hearing on April 5, 2021 at 6:30 PM

Attachments

REZ2020-0002 Staff Report

Update

Meeting Date: 3/3/2021 at 6:30 PM

Petition Number: REZ2020-0002

Project Type:	New residential development
Property Location:	Five Parcel Assemblage: 159, 189, 199 Hunt Street and 248 Beutell Street
Tax Parcel ID:	6255 074, 081, 522, 299 and 140
Petitioner:	Robert Forro
Petitioner's Request:	Creation of a new 27 lot single family detached Planned Residential Development (PRD) keeping four existing houses and building 23 new houses
Vicinity Map:	



Attachment: REZ2020-0002 MC Policy Agenda Packet (21-6014 : REZ2020-0002 Hunt Beutell PRD)

Property Data Chart: 159, 189, 199 Hunt Street and 248 Beutell Street, APN 6255-074, 081, 522, 299, and 140			
Current Zoning: R75	Requested Zoning: PRD	Acreage: 3.4171 acres	2040 Comprehensive Designation: Town Center
500ft Adjoining Parcels, Developments, Zoning and Uses	Estimated Lot Dimensions	Topography	
<u>North:</u> R100 & R75, Railroad Right of Way	Due to the irregular trapezoid shape of the assemblage, lot dimensions aren't estimated for this report	The parcel's high point is along the northeast portion of 153 Hunt Street	
<u>South:</u> R-75 and Commercial Uses within the BH zoning district including a two story commercial building, McDonalds and Norcross Guadalajara Market	Building Dimensions	Elevation High: 1068ft Low: 1044ft	
<u>East:</u> R100, R75, OI and M1 to include Assisted Living Facility and industrial warehouse	Due to the varied nature of the proposed single family homes, building dimensions are not estimated for this report	Encumbrances	
<u>West:</u> National Historic District, R75, and Commercial and Institutional Uses to include Norcross Welcome Center, Gwinnett Fire Station, Cotton Gin and City Hall		<u>Stream buffer:</u> none noted according to the plat and Gwinnett GIS <u>Easements:</u> there are none noted according to the plat and Gwinnett GIS	

Timeline

Under the UDO Section 104-3.B rezoning applications to the Planned Residential District (PRD) requires the first review to be by the Architectural Review Board, followed by Planning and Zoning Board, Mayor and Council's policy meeting and the Mayor and Council's regular meeting for final action. This process is tentatively expected to run 95 days from date of filing a reviewable plan to tentative final action. Below is the proposed schedule of dates.

Board	Meeting Type	Meeting	Meeting Time	Room
ARB	Hearing	Thursday, January 21, 2021	6:00 PM	Teleconference: Zoom
P&Z	Hearing	Wednesday, March 3, 2021	6:30 PM	Teleconference: Zoom
MC& Policy	Meeting	Monday, March 15, 2021	6:30 PM	Teleconference: Zoom
M&C Regular	Hearing	Monday, April 5, 2021	6:30 PM	Teleconference: Zoom

Applicant's Request

In June 2019 the city adopted the Unified Development Ordinance (UDO) and zoning map. This new UDO incorporated the use of a new, flexible district called the Planned Residential District (PRD) which allows flexibility in lot design, setbacks and building heights to achieve a more improved design. In exchange for this flexibility, the developer must present housing unit plans to the ARB first and then present and be subject to the recommendation of the Planning and Zoning Board and final approval of the Mayor and Council a concept plan to which the development will be constructed. PRD developments are additionally subject to heightened scrutiny and development conditions to ensure that the project presented during the initial phases of review during zoning is ultimately what is developed and constructed.

The applicant has assembled these parcels, which are in a trapezoid shape, and proposes to develop a 27-lot single family detached subdivision which incorporates the existing four homes into its design and develops an additional 23 lots.

Existing Conditions

As previously noted, the assemblage is a trapezoid shape with its lowest point at 1044 near Beutell Street and cresting at a high point of 1068 to the northwest near Hunt Street. The assembled acreage is 3.4171 acres and currently contains four single family detached dwellings, just east and outside of both the City's National and Local Historic Districts as well as just outside of the City's most flexible mixed use district, the BH District and within the Town Center Land Use Character Area.

Project Description

Vehicular access to the site is proposed to be through two new roadways. The first is a 27' wide primary spine road off of Hunt Street which will provide bi-directional access to and from the site and will be flanked by 5' wide internal sidewalks leading to a centralized traffic circle. The secondary access will be via a one-way street leading in to the development from Beutell Street. One side of this one way-street will have on street parallel parking, no sidewalk will be provided here. This one way street will tie in to the bi-directional primary spine road near Hunt Street. Additional homes in the development will be accessed via two internal alleyways, one of which runs between the row of houses and also be served by a 5' sidewalks on both sides of the alley. The second alley does not provide a sidewalk. The developer will add 8' sidewalks along the project frontage along both Hunt and Beutell Streets

As previously noted, the developer proposes to integrate the existing four homes into the overall design of the development and to construct an additional 23 single family detached homes. The design of these proposed 23 homes is the subject of this first step of the PRD process, with review by the City's Architectural Review Board. Architectural analysis begins below.

Staff Note

For purposes of all reviews, this staff report assumes and refers to all elevations depicting the garage as a rear elevation, regardless of the depiction by the developer in any and all documents.

ZONING ANALYSIS

Current Zoning

The five parcels that make up the proposed development are all in the R75 zoning designation. The current zoning would allow only single-family detached units, but the density would be much lower than what would be allowed if this rezoning request is approved. At 3.4171 acres, approximately 9-12 single family homes could be constructed, significantly less than what is being proposed with this request. The location of the assemblage is right outside of National Historic District, and is surrounded by other parcels also zone R75, with the exception of the parcels across Beutell Street which are zoned R100.

Zoning Request

The Planned Residence District (PRD) is intended to allow higher density and contain housing types allowed by the character area of the parcel. The Town Center character area where the assemblage is located allows for single family homes and encourages a mix of housing types. That is reflected in the fact that the applicant plans to keep 4 existing homes at this location while constructing 23 new homes. The applicant is also proposing various lot sizes ranging from 2,500 square feet to 12,008 square feet allowing for housing that ranges in size and price. The requested density, based on the site plan submitted with the application is 7.901 units per acre.

The applicant is also requesting that the setbacks be approved as the following (as shown on the site plan dated 12/23/2020):

- Setback from exterior boundary: 10 feet
- Minimum building separation: 7 feet



The minimum number of parking spaces required for residential developments is outlined in Sec. 203.9 of the UDO. This section requires single-family detached homes have 3 spaces per unit. At 27 units, the minimum requirement is 81. The applicant is proposing two-car garages, driveway parking, and parallel parking along the one-way street off Beutell Street. It should be noted that if the driveway for Lot 27 is moved to the one-way street, at least one parking spaces will be lost. It does appear that the parking requirement would still be met if that occurred.

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 7, the Town 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:

- Low Density Residential
- Medium Density Residential
- Skilled Nursing Facilities (no rehab)
- Neighborhood level commercial, studio or office (<5,000 sf)
- Community level commercial or office (< 50,000 sf)
- Entertainment related commercial
- Places of assembly
- Transportation, Communication, Utilities
- Parks and Recreation
- Planned residential communities offering a variety of housing options

B. Policy Goals

Under the policy goals the proposed rezoning meets the following criteria:

- Policy 1-3: Support opportunities for infill development that reflects the neighborhood character.
- Policy 1-5: Encourage greenspace in all new development.
- Policy 2-4: Encourage walkability, interaction among businesses, clear visibility of entryways and centralized open space
- Policy 5-1: Accommodate the housing needs of a diverse population by supporting the development of a variety of residential types and densities based on land use patterns.

C. Character Area Vision

The Town Center Activity Center contains four points that support the area's vision of which the following applies:

- A compatible blend of historic and modern buildings create an economically and environmentally sustainable place to live, work, and visit

D. Land Use Definition

Medium Density Residential - land occupied by residential uses and customary accessory uses at a density up to and including 8 dwelling units per acre.

Medium density residential development, as defined above, and planned residential communities are land uses that comply with the relevant policy goals listed in Section B. Town Center specifically states that high density (over 8 units per acre) would require a market study and is limited to a certain area. The proposed development would be 7.9 units per acre so it would meet the appropriate scale of development outlined in the Comprehensive Plan.

Standards Governing the Exercise of Zoning Power

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

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

The request is for a 27-unit single-family detached housing development under the City's Planned Residence District (PRD) concept. The surrounding parcels are generally developed with single family homes, in addition to an elementary school, and a nearby senior living facility. This proposed development plans to incorporate 4 existing homes into the development. The requested development standards are appropriate to the Town Center character area according to the 2040 Comprehensive Plan and are compatible with the surrounding area along Hunt Street and Beutell Street.

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

The requested development of single-family homes under the PRD zoning designation will not have an adverse impact on surrounding parcels as the subject properties are surrounding by single family homes.

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

The current zoning of the subject parcel - R75 - would allow several single family homes to be constructed without rezoning to PRD as requested. However, developing the trapezoid-shaped assemblage at the current zoning would require a drastic reduction of density and would perhaps not be financially feasible for the applicant.

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

The proposed development will not generate a burdensome use of public facilities including streets, utilities, or schools. Staff does have concerns about the increase in foot traffic along Hunt Street and Beutell Street, especially taking into consideration there is an elementary school along Hunt Street. Staff concerns may be mitigated by the applicant contributing toward future system improvements outside of his property frontage into an established City sidewalk fund to be used when the City commences sidewalk improvements along both Hunt and Beutell toward Lawrenceville Street.

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

The subject site is located in the Town Center character area, which is intended to be a medium density (maximum of 8 units per acre), residentially oriented area in the City of Norcross. Several policy goals in the 2040 Comprehensive Plan are being met with the proposed development including providing greenspace in new developments and encouraging housing developments that provide a variety of housing types and densities. Policy 2-4 in the 2040 Comprehensive Plan encourages walkability in Norcross. If the staff recommended condition regarding the applicant contributing to the sidewalk fund is approved, the development would further meet 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?

Aside from the odd shape of the assemblage there are no other known conditions affecting the use of the property.

Conclusion

The submitted application meets the comprehensive plan expectations as noted by the previously mentioned appropriate land uses, policy goals, and vision in Sections A-C; the proposed development appears to it meet the presented policy goals in Section C and it meets the land use definition of medium density residential on a 3.4171-acre lot with the proposed 27 dwelling units.

Recommendation

Staff recommends approval of the zoning component of REZ2020-0002, the adoption of zoning standards under the existing Planned Residence District (PRD) for the property located at 159, 189, 199 Hunt Street and 248 Beutell Street tax parcels 6255 074, 081, 522, 299 and 140, with the following conditions:

1. The PRD zoning designation shall be restricted to only single family primary uses and allowable home occupations and accessory uses;
2. The property shall be developed in general conformance with the site plan dated 12/23/2020 and shall include 10 foot setbacks from exterior property boundaries and a minimum building separation of 7 feet;
3. In conformance with the adopted 2040 Comprehensive Plan, the development is limited to a maximum of 27 single family units;
4. The applicant shall install off-street parking or a shoulder near the mail kiosk;
5. The applicant shall relocate driveways of Lots 2 and 3 to be farther from the entrance of the proposed neighborhood subject to the approval of the City Engineer;

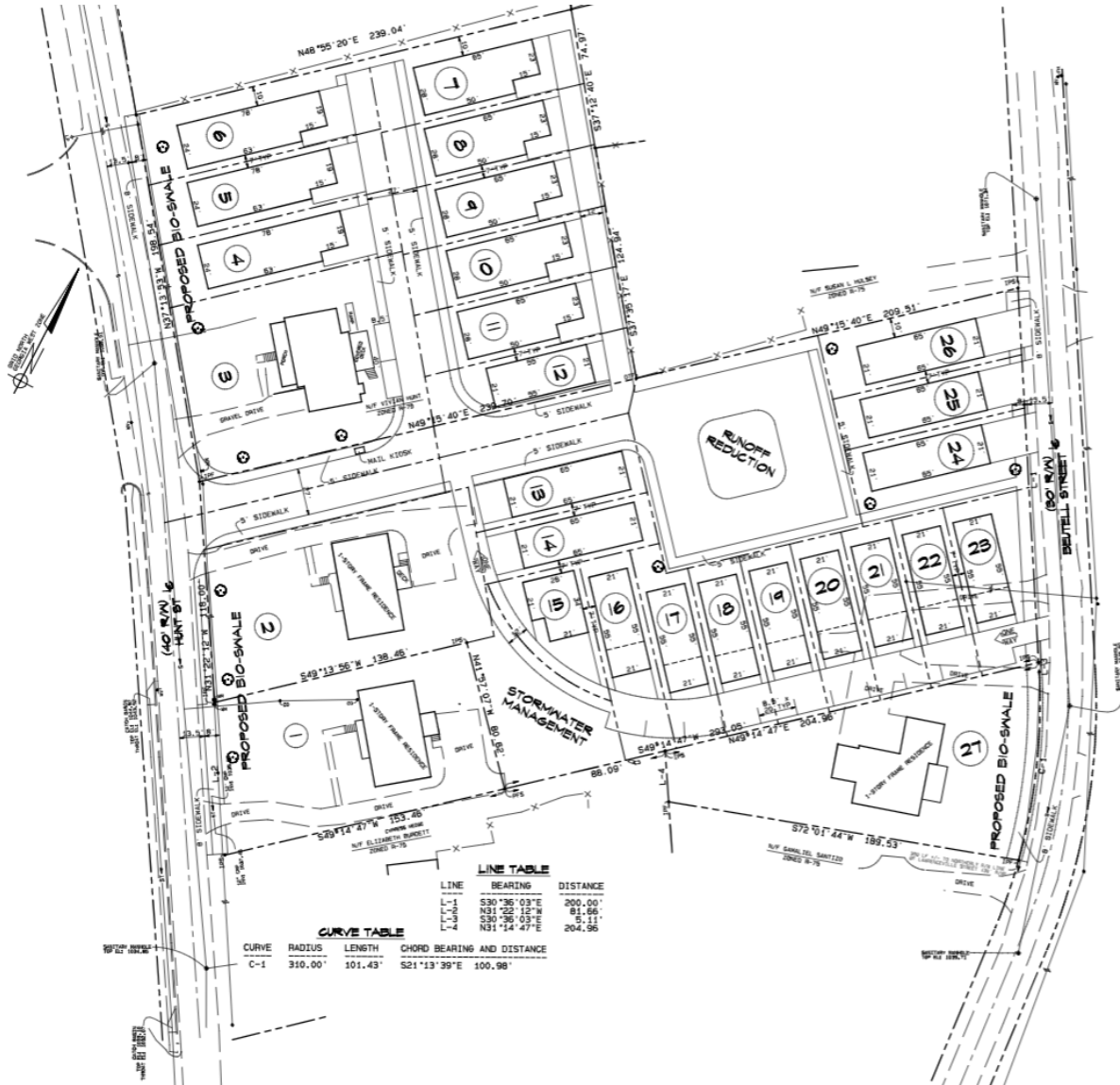
6. The applicant shall relocate driveway of Lot 27 to the private drive subject to the approval of the City Engineer;
7. The applicant shall install curb and gutter along the frontage of the new development on Hunt Street and Beutell Street;
8. The applicant shall make a contribution in the amount of \$575/unit to the City sidewalk fund to mitigate increased pedestrian traffic from the development onto the unimproved sections of both Hunt and Beutell Streets. The City shall prepare to program these future sidewalk improvements. Payment shall be made prior to issuance of first Certificate of Occupancy or with each issued building permit;
9. All common areas, including but not limited to streets and storm water systems, shall be maintained by a mandatory homeowner association;
10. It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks;
11. The location of any and all crosswalks and traffic calming measures within the development are subject to the approval of the City Engineer;
12. Plant material use on site in landscape strips and buffers are subject to final approval of the City's landscape review professional;
13. Location of stormwater detention is subject to the approval of the City Engineer;
14. All utilities shall be buried;
15. The development shall comply with the Architectural Review Board's conditions of approval;
16. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report;

Exhibit A

Architectural Review Board Analysis

Concept Plan

For purposes of orientation and view, the applicant's proposed concept plan is presented below.



Attachment: REZ2020-0002 MC Policy Agenda Packet (21-6014 : REZ2020-0002 Hunt Beutell PRD)

Existing Homes

For reference, below are photos of the existing homes that are proposed to be kept and integrated into the new development.



Elevations

At the January 21, 2021 ARB Meeting, the Board approved the following 12 elevations for the proposed development between Hunt Street and Beutell Street with the following conditions:

The ARB voted 4-0 to recommend approval of the proposed site and elevation of the project with the following conditions:

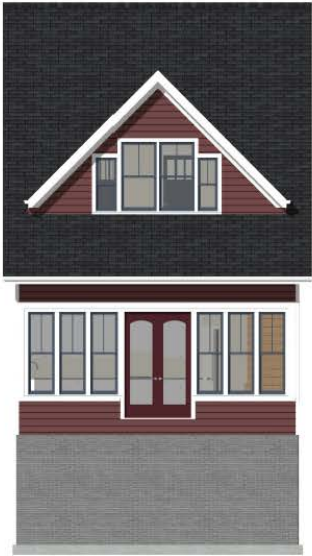
1. The HVAC equipment shall be appropriately screened from view;
2. In order to create visual separation between existing lot 27 and the parallel parking on the one-way street, the applicant will need to install plantings adjacent to the parallel parking and subject to final approval of the City's landscape professional. All yards will employ the use of sod.
3. The applicant is reminded that the project will need to comply with all technical components

of the Unified Development Ordinance, including, but not limited to, the tree and street lighting sections. A separate landscape and lighting plan shall be submitted for administrative and staff review prior to submission of the preliminary plat.

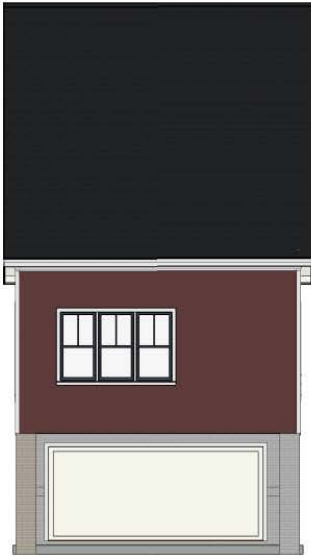
4. Any balcony or porch shown as utilizing columns shall have a minimum column width of 8". Balcony and porch railings and spindles shall be black decorative metal. All porches and balconies shall be a minimum of 6' in depth. Balconies, shed roofs and awnings shall also employ the use of decorative brackets/braces.
5. If shutters are used on any windows, they will be operable when feasible; and all shutters (inoperable and operable) must be appropriately scaled to cover the window opening per design standard 3.6.1.6.
6. The reveal (exposed portion) of siding shall be a minimum of four inches and shall not exceed six (6) inches per design standard 3.5.3.2.
7. Corner boards shall have the same width and depth as the siding reveal, and are not permitted to be greater than two inches of the siding reveal, or less than one inch of the siding reveal per design standard 3.5.3.3.
8. The applicant shall install light divisions that are not removable and will be of adequate depth to convey the proper effect of muntins and mullions per design standard 3.6.1.3. With the exception of fixed/transom windows, all windows shall be minimum 2 over 1 and all doors shall be multipaned.
9. Garage doors facing a public right-of-way or a front elevation are to employ a row of decorative glass on the top of the door and to utilize decorative hardware.
10. The applicant shall be required to install an awning over the rear entry doors adjacent to the garage.
11. The applicant shall utilize an 8" or 10" band board and/or board and batton to delineate the first and second floors on side elevations facing a public or private right-of-way.
12. The applicant shall submit four side elevations of the mail kiosk and neighborhood gazebo subject to administrative approval. ARB shall also review any proposed entry feature.
13. The applicant shall submit for administrative review by the ARB a final four sided elevation plan including exterior materials, color, door hardware, lighting fixtures and roofing materials during the building plan review phase. Building permits shall not be released until such time as the ARB releases the above referenced items.
14. 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 are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval.
15. The Architectural Review Board reserves all approval rights of all elevations unless the Architectural Review Board determines that elevations should return to other boards for additional approvals.

16. A final Architectural Review Board inspection shall occur prior to release of the certificate of occupancy to confirm compliance with the above conditions.

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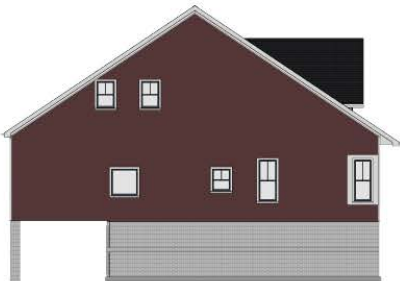
Exterior Elevation Back



Exterior Elevation Front



Exterior Elevation Left



Exterior Elevation Right

2.



Exterior Elevation Back



Exterior Elevation Front



Exterior Elevation Right



Exterior Elevation Left

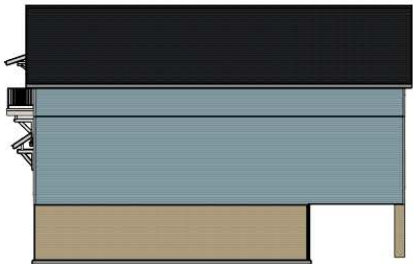
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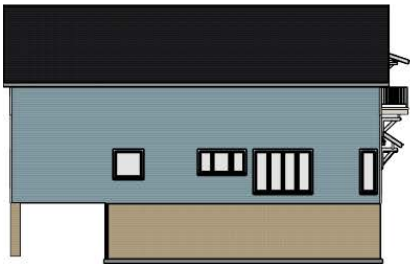
Exterior Elevation Back



Exterior Elevation Front



Exterior Elevation Left



Exterior Elevation Right

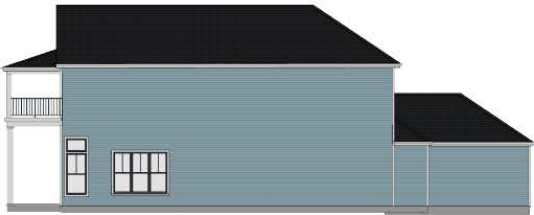
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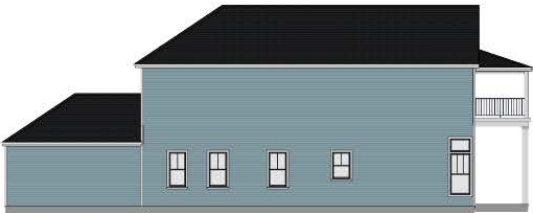
Exterior Elevation Back



Exterior Elevation Front



Exterior Elevation Left



Exterior Elevation Right

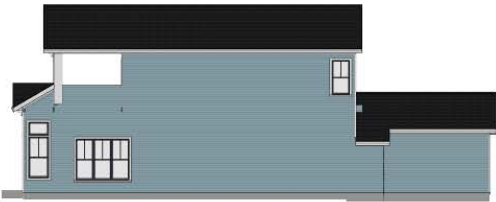
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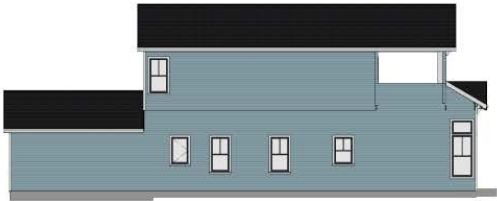
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Exterior Elevation Front



Exterior Elevation Left

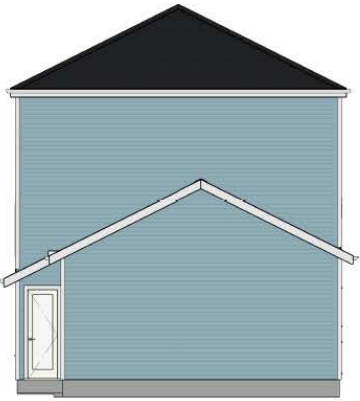


Exterior Elevation Right

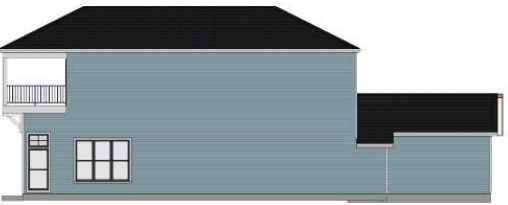
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Elevation 1



Exterior Elevation Front

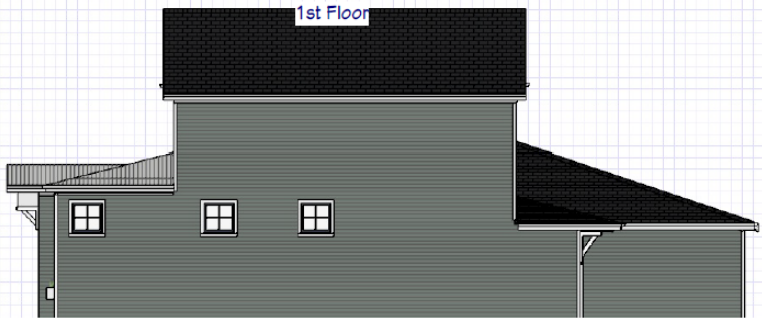
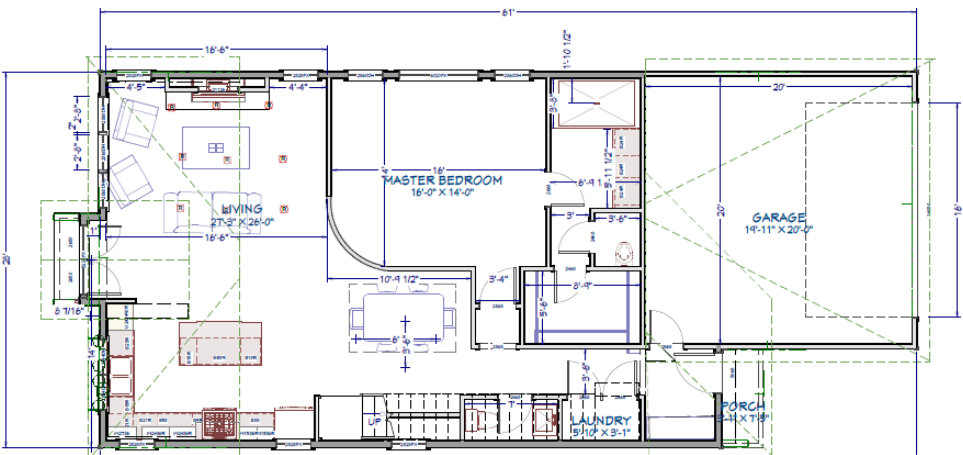


Exterior Elevation Left

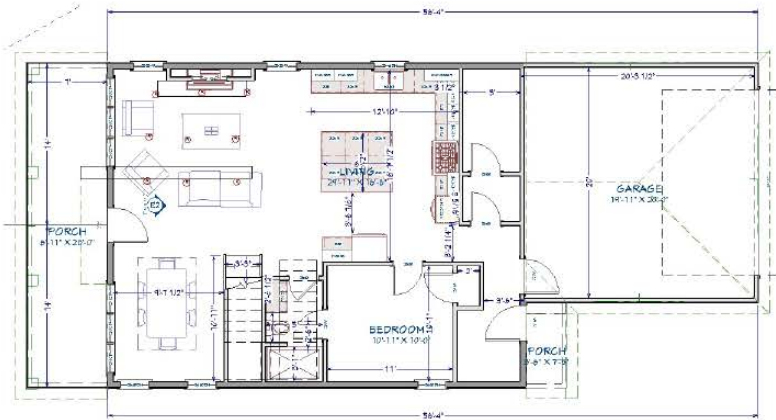


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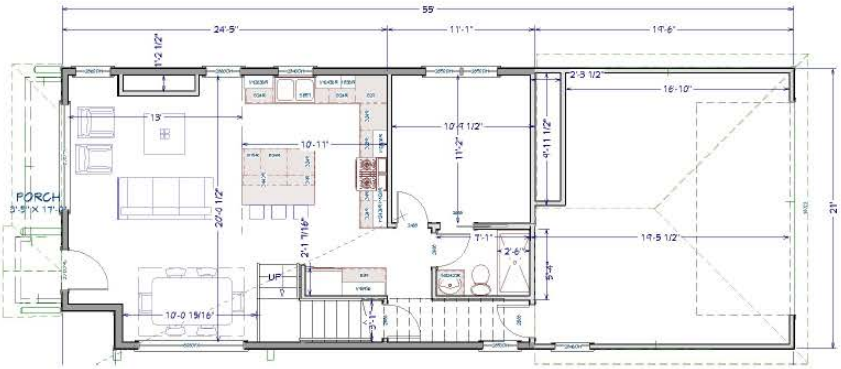
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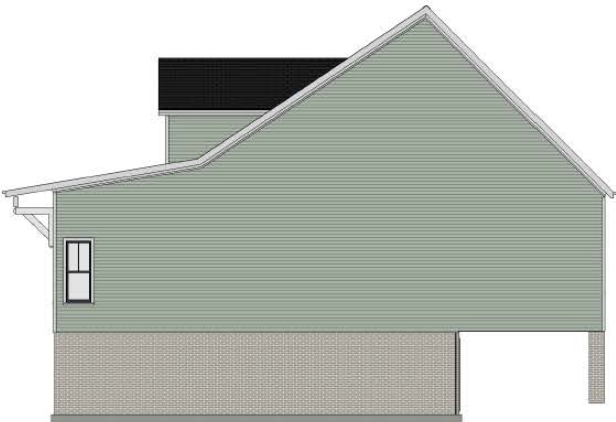
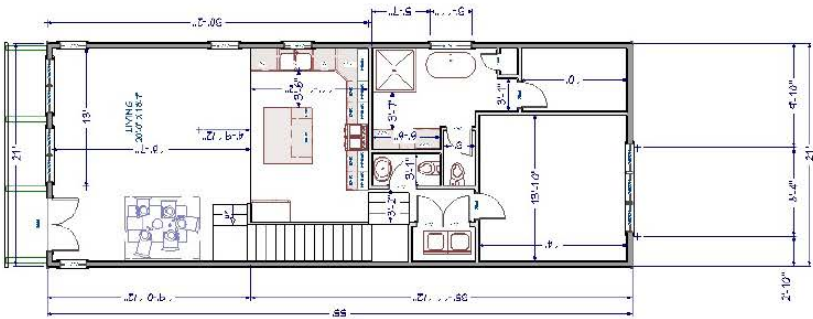
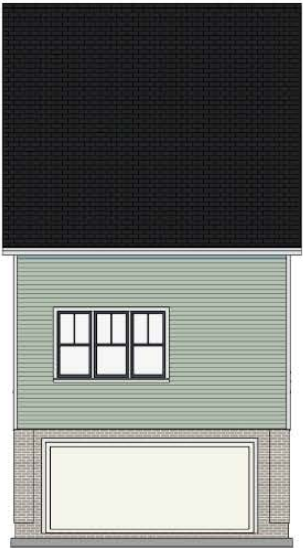
Attachment: REZ2020-0002 MC Policy Agenda Packet (21-6014 : REZ2020-0002 Hunt Beutell PRD)



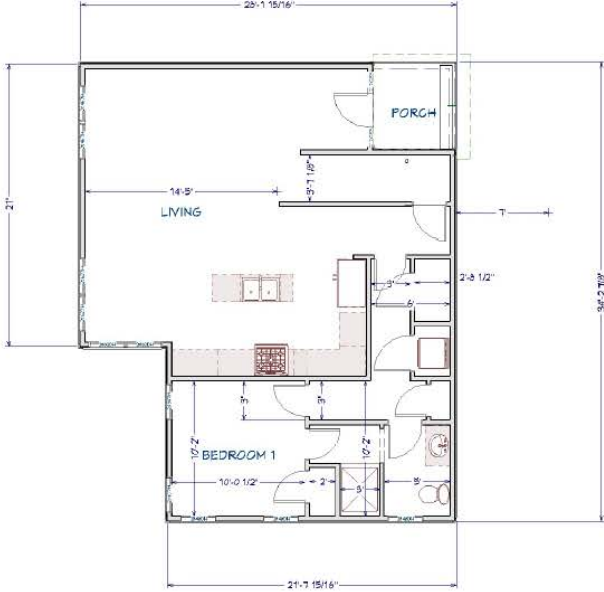
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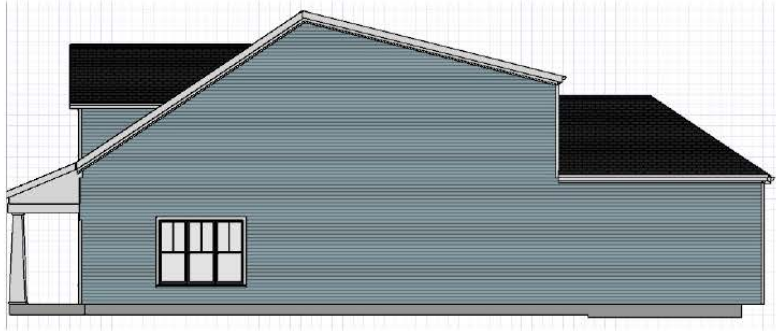
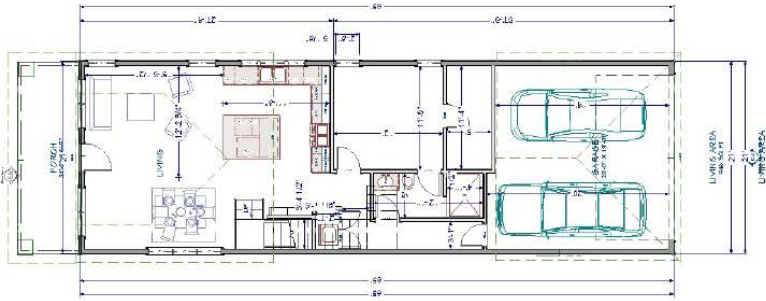
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11.



12.





REZONING APPLICATION

PROPERTY OWNER'S INFORMATION

Owner's Name:

SEE ATTACHED AFFIDAVIT'S

Owner's Address:

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell Phone: _____ Email: _____

APPLICANT'S CONTACT INFORMATION

Applicant's Name:

ROBERT FORRO

Applicant's Address:

809 N. PEACHTREE ST., NORCROSS, GA 30071

Suite: _____ City: _____ State: _____ Zip Code: _____

Phone: 678 305 5440 Cell Phone: SAME Email: robert@40MAINSTREET.COM

PROPERTY LOCATION

Tax Parcel Number(s): R6255-140, R6255-081 Size in acres: _____

Address(es): R6255-299, R6255074

Number of existing structures: 4 Number of parking spaces: 8

PROPOSED USE

Current Zoning: R7S Requested Zoning: PRD

Date of Pre-Application Mtg: _____

Is the request in conformity with the Current Land Use Plan? ☒ Yes ☐ No

Comp Plan Designation: _____ If No, Comp Plan Amendment is required

Is this site located in the National/Local Historic District? ☒ Yes ☐ No

If yes, what are the plans for the historic resources, if any, onsite REMAIN ON SITE

Proposed Use Details:

TO BUILD NEW SUBDIVISION OF SINGLE
FAMILY DETACHED HOUSES AND INTEGRATING
THE EXISTING FOUR HOUSES ON PIZOPERTY INTO
THE PLAN.

ITEMS THAT MUST ACCOMPANY APPLICATION

- A. **Owner's Signature or Affidavit** - If the owner and applicant are not the same, the owner must sign the application or complete the attached affidavit.
- B. **Plat/Survey** – Submit one (1) full size, one (1) 11 x 17 and one (1) digital copy of a plat in JPG or PDF format, drawn by an engineer or land surveyor, describing in detail the tract, parcel or lot of land proposed to be rezoned. The plat must include the following information:
 1. A current boundary survey and plot plan, dimensioned and to scale, prepared by a registered surveyor, architect or engineer showing the seal of such surveyor, architect, or engineer.
 2. This survey shall be a plat of the land in question, or a description by metes and bounds, bearings and distances of the land, or if the boundaries conform to the lot boundaries within a subdivision for which a plat is recorded in the land records of the City of Norcross, then, the lot, block, and subdivision designations with appropriate plat reference.
 3. A description of existing land uses on adjacent and surrounding property.
- C. **Concept Plan** – Submit one (1) full size copy, one (1) 11x17 copy and one (1) digital copy in JPG or PDF format of a concept plan, including but not limited to all items listed on the attached checklist for such plan.
- D. **Impact Analysis** –
 1. If the zoning change has been initiated by an owner or their representative, the application must be accompanied by a written, documented analysis of the proposed zoning change with regard to each of the standards governing consideration attached to this application.
 2. A traffic study, a hydrology study, market study and other studies of the impact of the proposed development prepared by a duly licensed engineer or qualified professional may be required by the Community Development Department, Planning & Zoning Board or the Mayor & City Council as deemed necessary for adequate consideration and a fully-informed decision on the proposed request. The studies shall be prepared under the direction of the City at the applicant's expense.

- E. **Warranty Deed** – A copy of the recorded warranty deed to the property must accompany each application. The owner on the deed must be the same as the owner listed on the application.
- F. **Proof of Taxes Paid** – Proof that all ad valorem taxes due on the property have been paid must accompany each application.
- G. **Certificate Concerning Campaign Contributions** – The applicant must complete the certificate concerning campaign contributions and submit with each application.
- H. **Fees** – See attached fee schedule. Fees are non-refundable.
- I. **Development of Regional Impact** – If your application meets the Atlanta Regional Commission's (ARC) alternative rules for a Development of Regional Impact, additional review will be required by ARC and the State. More information can be found here, <https://atlantaregional.org/community-development/comprehensive-planning/developments-of-regional-impact/>
- J. **Conditional Rezoning** – An applicant may apply for conditional zoning and so state on the application. The conditional zoning applications may be based on written conditions contained within the relevant section of the application only or it may be based on the narrative AND a site plan.
- K. Any other information required by the Community Development Department or any other City department which is deemed necessary or desirable in processing the application which is related to the present or proposed use of the property.

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

Signature of Applicant

Date

CITY USE ONLY. DO NOT WRITE BELOW

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

Notes: _____

DEADLINE AND HEARING SCHEDULE

The rezoning steps are as follows: 1) applications submitted on the 1st Wednesday of each month, 2) will be heard before the Planning and Zoning Board on the 1st Wednesday of the following month and 3) will be heard before the Mayor and Council on the 1st Monday of the subsequent month.

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

Criteria and Standards for Considering a Rezoning

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

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

THE PROPOSED DEVELOPMENT WILL PROVIDE NEW SINGLE FAMILY DETACHED HOMES SIMILAR TO MANY OTHERS IN THE AREA AS WELL AS INTEGRATE THE FOUR EXISTING HOMES INTO THE PLAN TO MAINTAIN THE EXISTING CHARACTER

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

NO, WILL ENHANCE PROPERTY VALUES HOWEVER.

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

NO

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

THE STREET IS DEAD IN AND EXPECTED BUYERS WILL NOT LIKELY HAVE CHILDREN. THE NUMBER OF HOUSES WILL NOT SUBSTANTIALLY IMPACT EXISTING TRAFFIC PATTERNS

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

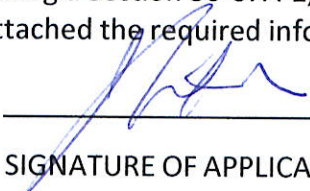
YES IT IS.

- 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.

THIS PROPOSAL IS AS PER RECENT ADOPTION OF UDO AND TARGETED AREAS BY THE CITY FOR REDEVELOPMENT

CONFLICT OF INTEREST CERTIFICATION FOR REZONINGS

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


12/1/20
ROBERT H. FORIZO
 SIGNATURE OF APPLICANT DATE TYPE OR PRINT NAME AND TITLE

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

NO (YES or NO)

YOUR NAME

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

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

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

DATE RECEIVED: _____ CASE#: _____ ACCEPTED BY: _____

LETTER OF INTENT AND REQUESTED CONDITIONS

- 1. TO REZONE PROPERTY TO PRD FROM R-75**
- 2. SET BACKS AS SHOWN ON SITE PLANS**
- 3. WANT THE RIGHT TO PROVIDE ACCESSORY DWELLING UNITS IN THE EVENT ANY FUTURE RESIDENT, CUSTOMER OR EXISTING PROPERTY OWNERS REQUEST WITHOUT HAVING TO GO BACK THROUGH REZONING BUT REQUIRED TO GET APPROVAL FROM ARB PRIOR TO PERMIT**
- 4. CONDITION THAT WOULD ALLOW CHANGES TO ARCHITECTURE IN THE EVENT MARKET CONDITIONS OR CUSTOMER REQUESTS OR REQUEST MINOR CHANGES PROVIDED CITY OF NORCROSS BUILDING OFFICIALS, ARB AND STAFF AGREES IT'S WITHIN THE INTENT OF ORIGINAL ZONING. THIS IS TO CREATE A**

METHOD TO MAKE MINOR CHANGES WITHOUT HAVING TO GO BACK THROUGH REZONING.



Ownership Affidavit & Designation of Agent

I. Ownership.

I, Ray L. Micklethun, hereby attest to ownership of the property described below:

Parcel I.D. Number(s) R6255-081

Location address: 189 Hunt Street

for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of: 2801 Riverside LLC

Please complete the appropriate section below:

NOTE: The person signing under section IV Acknowledgement, must be listed below as an officer or partner.

☐ Individual

☒ Corporation/Limited Liability Company (LLC)

☐ Partnership

☐ Government Entity

Provide Names of Officers/Members:

Ray L. Micklethun
Betsy Micklethun

Provide Names of General Partners:

Secretary of State Registration Number: Ohio # 4185517

Name/Address of Registered Agent: R.M. O'Neal, Atty, 20521 Chaslin Blvd, Shaker HTS OH 44122

II. Designation of Owner's Agent. (Leave blank if not applicable)

As the owner of the above designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named below to represent me, or my company, I attest that the application is made in good faith and that any information contained in the application is accurate and complete to the best of my knowledge and belief. (Note: Prior to the issuance of a building permit, the owner's agent must be the contractor listed on the permit application.)

Owner's Agent: ROBERT FORRO

Address: 809 N. PEACHTREE ST. NORCROSS, GA 30071

Contact Person: ROBERT FORRO Telephone No.: 678 300 5940

III. Notice to Owner.

- A. All changes in Ownership & Applicant's Agent prior to issuance shall require new affidavit. If ownership changes the new owner assumes the obligations and the original applicant is released from responsibility for actions taken by others after the change in ownership.
- B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below. (i.e., Limited to obtaining a certificate of concurrency for the parcel; limited to obtaining a land use compliance certificate; etc.)

IV. Acknowledgement.

• Individual

Signature _____

Print Name: _____

Address: _____

Phone #: _____

• Government Entity

Print Government Name _____

By: _____

Signature

Print Name: _____

Title: _____

Department: _____

• Corporation/LLC

2801 Riverside LLC

Print Corporation/LLC Name

By: Ry J. Micklethun

Signature

Print Name: Ray L. Micklethun

Its: Member

Address: P.O. Box 922222

Norcross, GA 30010

Phone #: 678 772-9929

• Partnership

Print Partnership Name _____

By: _____

Signature

Print Name: _____

Its: _____

Address: _____

Phone #: _____

NOTARY INFORMATION (Please use appropriate block.)

STATE OF GEORGIA

COUNTY OF Gwinnett

• Individual

Before me, this 30 day of _____, 2020, personally appeared _____ who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Government Entity

Before me, this _____ day of _____, 20____, personally appeared _____ as _____ and on behalf of _____, who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Corporation/LLC

Before me, this _____ day of _____, 20____, personally appeared _____ of _____ a Ohio (State) corporation/LLC, on behalf of the corporation/LLC, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

• Partnership

Before me, this _____ day of _____, 20____, Of _____, personally appeared _____ partner/agent on behalf of _____, a partnership, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

Signature of Notary _____

Print Notary Name _____

NOTARY STAMP:

My commission expires: March 6, 2024

Identification Method: ☐ Personally known. ☒ Produced I.D. - Type: DL



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
05/24/2018	201814301650	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

R.M. O'NEAL, ATTORNEY
20521 CHAGRIN BLVD.
SHAKER HTS, OH 44122

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
4185517

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
2801 RIVERSIDE, LLC

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG
Effective Date: 05/23/2018

Document No(s):

201814301650



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
24th day of May, A.D. 2018.

Jon Husted

Ohio Secretary of State

Attachment: REZ2020-0002 MC Policy Agenda Packet (21-6014 : REZ2020-0002 Hunt Beutell PRD)

SCHEDULE 2.1 CAPITAL CONTRIBUTIONS

Name of Member

Capital Contribution

Ray L. Miklethun

..... dollars (\$.....)

Address: _____
_____**Betsey G. Miklethun**

..... dollars (\$.....)

Address: _____

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 7/11/2019 1:51:24 PM

BUSINESS INFORMATION

CONTROL NUMBER	19094236
BUSINESS NAME	Beutell House LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	07/11/2019

PRINCIPAL OFFICE ADDRESS

ADDRESS	4201 Mary Walk, Peachtree Corners, GA, 30092, USA
----------------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Kirsten Rae Miklethun	4201 Mary Walk, Norcross, GA, 30092, USA	Gwinnett

ORGANIZER(S)

NAME	TITLE	ADDRESS
Enrique B. Miranda	ORGANIZER	4201 Mary Walk, Peachtree Corners, GA, 30092, USA
Kirsten Rae Miklethun	ORGANIZER	4201 Mary Walk, Peachtree Corners, GA, 30092, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Kirsten Miklethun
AUTHORIZER TITLE	Organizer

Attachment: REZ2020-0002 MC Policy Agenda Packet (21-6014 : REZ2020-0002 Hunt Beutell PRD)

DEED B: 57005 P: 00196
 11/04/2019 04:06:43 PM Pgs: 2 Fees: \$ 12.00
 TTax: \$195.00
 Richard T. Alexander, Jr., Clerk of Superior Court
 Gwinnett County, Georgia
 0672019023720

When recorded, please return to:
 Walther Law, LLC
 5755 North Parkway Suite 202,
 Alpharetta, Georgia 30022
 File No. 2019-1278
 Parcel ID: R6255-081

STATE OF GEORGIA
 COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INDENTURE made the 21st day of August, 2019 between 4.0 Construction, LLC, hereinafter called "Grantor/s", and 2801 Riverside LLC, hereinafter called "Grantee/s" (the words "Grantor/s" and "Grantee/s" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor/s, for and in consideration of TEN DOLLARS and other good and valuable considerations---(\$10.00)-----receipt of which is hereby acknowledged has/have granted, sold, transferred and conveyed, and by these presents does/do grant, sell, transfer and convey unto Grantee/s the property described on Exhibit A attached hereto and incorporated herein by reference.

This conveyance is made subject to all covenants, easements and restrictions of record.

TO HAVE AND TO HOLD, in fee simple. And Grantor/s will warrant and forever defend the right and title to said premises unto Grantee/s against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor's/s' hand and seal have been hereunto affixed, the day and year first above written.

Signed, sealed and delivered
 In the presence of:

Betsy Mableth
 WITNESS

[Signature]
 NOTARY PUBLIC

4.0 Construction, LLC

By: [Signature]
 Robert Hart Forro, Member/Manager

Attachment: REZ2020-0002 MC Policy Agenda Packet (21-6014 : REZ2020-0002 Hunt Beutell PRD)

When recorded, please return to:
 Walther Law, LLC
 5755 North Parkway Suite 202,
 Alpharetta, Georgia 30022
 File No. 2019-1274
 Parcel ID: R6255-140

DEED B: 57005 P: 00200
 11/04/2019 04:06:43 PM Pgs: 2 Fees: \$ 12.00
 TTax: \$125.00
 Richard T. Alexander, Jr., Clerk of Superior Court
 Gwinnett County, Georgia
 0672019023747

STATE OF GEORGIA
 COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INDENTURE made the 21st day of August, 2019 between

4.0 Construction, LLC
 hereinafter called "Grantor/s", and

Beutell House, LLC

hereinafter called "Grantee/s" (the words "Grantor/s" and "Grantee/s" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor/s, for and in consideration of TEN DOLLARS and other good and valuable considerations---(\$10.00)----receipt of which is hereby acknowledged has/have granted, sold, transferred and conveyed, and by these presents does/do grant, sell, transfer and convey unto Grantee/s:

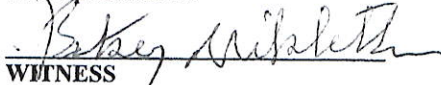
See Exhibit "A" for Legal Description

This conveyance is made subject to all covenants, easements and restrictions of record.

TO HAVE AND TO HOLD, in fee simple. And Grantor/s will warrant and forever defend the right and title to said premises unto Grantee/s against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor/s's' hand and seal have been hereunto affixed, the day and year first above written.

Signed, sealed and delivered
 In the presence of:


 WITNESS


 NOTARY PUBLIC

4.0 Construction, LLC

By: 
 Robert Hart Forro



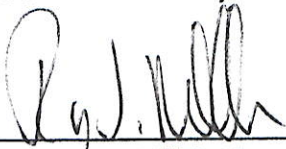
Certificate No. 1

CERTIFICATE OF OWNERSHIP
2801 RIVERSIDE, LLC
An Ohio limited liability company

This Certifies that Ray L. Miklethun is the holder of **50.00** Units of the Membership Interest in the above named Ohio limited liability company; transfer on death to Betsey G. Miklethun, if she survives him, and if she does not survive him, to Stephen J. Miklethun, Gaia Kile (fka David L. Miklethun) and Kirsten R. Miklethun, share and share alike.

In Witness Whereof, the said 2801 Riverside, LLC has caused this Certificate to be signed by the members effective the **July 15, 2018.**

2801 Riverside, LLC by its members:



Ray L. Miklethun



Betsey G. Miklethun

Attachment: REZ2020-0002 MC Policy Agenda Packet (21-6014 : REZ2020-0002 Hunt Beutell PRD)

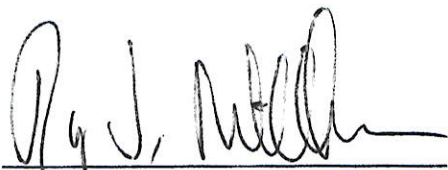
Certificate No. 2

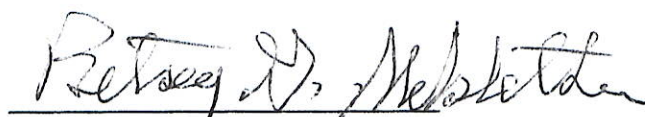
CERTIFICATE OF OWNERSHIP
2801 RIVERSIDE, LLC
An Ohio limited liability company

This Certifies that Betsey G. Miklethun is the holder of **50.00** Units of the Membership Interest in the above named Ohio limited liability company; transfer on death to Ray L. Miklethun, if he survives her, and if he does not survive her, to Stephen J. Miklethun, Gaia Kile (fka David L. Miklethun) and Kirsten R. Miklethun, share and share alike.

In Witness Whereof, the said 2801 Riverside, LLC has caused this Certificate to be signed by the members effective the **July 15, 2018.**

2801 Riverside, LLC by its members:


Ray L. Miklethun


Betsey G. Miklethun

Attachment: REZ2020-0002 MC Policy Agenda Packet (21-6014 : REZ2020-0002 Hunt Beutell PRD)

No added convenience fees to pay property taxes online this year; covered by a CARES Act grant. [Learn More](#)

Know before you go: Check tag office wait times [here](#) and a checklist of required paperwork [here](#).

Chat



BILL DETAIL

[View/Pay Your Taxes](#) / [Account Detail](#) / [Bill Detail](#)

Tax Account

Mailing Address:

2801 RIVERSIDE LLC
PO BOX 922222
NORCROSS, GA 30010-2222

SITUS:

0 HUNT ST

Tax District:

NORCROSS

Parcel ID

R6255 522

Property Type

Real Property

Last Update

10/30/2020 3:18:26 PM

Legal Description

BEUTELL ST

Tax Values

Description	Market Value	Assessed Value
Land	\$64,800.00	\$25,920.00
Improvement	\$0.00	\$0.00
Total	\$64,800.00	\$25,920.00

Class Codes

100-Residential Vacant

Assessments

Operation	Net Tax	Savings
School Taxes	\$510.62	\$0.00
STATE OF GEORGIA TAXES	\$0.00	\$0.00

Attachment: REZ2020-0002 MC Policy Agenda Packet (21-6014 : REZ2020-0002 Hunt Beutell PRD)

<u>County Incorporated No Police</u>	\$296.78	\$0.00
Sub Total	\$807.40	\$0.00
Bond	Net Tax	Savings
<u>School Taxes</u>	\$49.25	\$0.00
<u>County Incorporated No Police</u>	\$0.00	\$0.00
Sub Total	\$49.25	\$0.00
Total Tax	\$856.65	\$0.00

Tax Installment Information

Period	Bill Number	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	24358975	12/1/2020	2020	\$856.65	\$0.00	\$0.00	\$856.65
Total Due:				\$856.65	\$0.00	\$0.00	\$856.65

Payment History

No Payment Records Found

Select Language ▼



Ownership Affidavit & Designation of Agent

I. Ownership.

I, Kirsten Micklethun, hereby attest to ownership of the property described below:

Parcel I.D. Number(s) R6255-140

Location address: 248 Beukel

for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of: Beutellhouse LLC

Please complete the appropriate section below:

NOTE: The person signing under section IV Acknowledgement, must be listed below as an officer or partner.

☐ Individual

☒ Corporation/Limited Liability Company (LLC)

☐ Partnership

☐ Government Entity

Provide Names of Officers/Members:

Kirsten Micklethun
Enrique Miranda

Provide Names of General Partners:

Secretary of State Registration Number: 19094236

Name/Address of Registered Agent: Kirsten Micklethun 4201 Mary Walk

II. Designation of Owner's Agent. (Leave blank if not applicable)

As the owner of the above designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named below to represent me, or my company, I attest that the application is made in good faith and that any information contained in the application is accurate and complete to the best of my knowledge and belief. (Note: Prior to the issuance of a building permit, the owner's agent must be the contractor listed on the permit application.)

Owner's Agent: ROBERT TORRO

Address: 809 N. PEACHTREE ST., NORCROSS, GA 30071

Contact Person: ROBERT TORRO

Telephone No.: 6783005440

III. Notice to Owner.

- A. All changes in Ownership & Applicant's Agent prior to issuance shall require new affidavit. If ownership changes the new owner assumes the obligations and the original applicant is released from responsibility for actions taken by others after the change in ownership.
- B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below. (i.e., Limited to obtaining a certificate of concurrency for the parcel; limited to obtaining a land use compliance certificate; etc.)

IV. Acknowledgement.

• Individual

Signature

Print Name: _____

Address: _____

Phone #: _____

• Government Entity

Print Government Name

By: _____

Signature

Print Name: _____

Title: _____

Department: _____

• Corporation/LLC

Beutellhaus LLC
Print Corporation/LLC Name

By: Kirsten Mikkelsen
Signature

Print Name: Kirsten Mikkelsen

Its: 3706 Village Walk Drive

Address: _____

Phone #: 678-772-5449

• Partnership

Print Partnership Name

By: _____
Signature

Print Name: _____

Its: _____

Address: _____

Phone #: _____

NOTARY INFORMATION (Please use appropriate block.)

STATE OF GEORGIA

COUNTY OF Gwinnett

• Individual

Before me, this 30 day of _____, 2020 personally appeared _____ who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Government Entity

Before me, this _____ day of _____, 20____, personally appeared _____ as _____ and on behalf of _____, who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Corporation/LLC

Before me, this _____ day of _____, 20____, personally appeared _____ of _____ a GA corporation/ (State) LLC, on behalf of the corporation/ LLC, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

• Partnership

Before me, this _____ day Of _____, 20____, personally appeared _____ partner/agent on behalf of _____ a partnership, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

Signature of Notary

Print Notary Name

NOTARY STAMP:

My commission expires: March 6, 2024

Identification Method: _____ Personally known.
☒ Produced I.D. - Type: DL

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

2019 Property Tax Statement

City of Norcross
65 Lawrenceville Street
Norcross, GA 30071
(770) 448-2122

Bill No.	Due Date	TOTAL DUE
2019- 5388.9	11/15/2019	0.00

Map: R6255 140
Location: 248 BEUTELL ST

"This is your City of Norcross tax bill. Please make sure you get this bill to your current mortgage company if your tax bills are paid through escrow, as the City of Norcross is not aware of this information. The Property taxes are in addition to the taxes paid to Gwinnett County, however, you will not pay Storm Water Fees or Sanitation to the County, but to the City of Norcross".

MAKE CHECK OR MONEY ORDER PAYABLE TO:
City of Norcross

BETTY D ANDERSON LIVING TRUST
5377 LIGHT DR
NORCROSS, GA 30071-3980



↑ Return top portion with payment ↑

City of Norcross
65 Lawrenceville Street
Norcross, GA 30071
(770) 448-2122

Tax Payer: BETTY D ANDERSON LIVING TRUST
Map Code: R6255 140 REAL
Description: 248 BEUTELL ST
Location: 2019- 5388.9
Bill No: 10
District:

Fair Market Value (FMV)	Assessed Value 40% FMV	Exemptions	Taxable Value	Millage Rate	Net Tax Due
171,600	68,640	- 0	68,640	6.749	0.00

Entity	Exemptions	Gross Tax	Exemptions Tax Credit	Net Tax	Fees	Total Due
		463.25				
NET TAX DUE						0.00
TOTAL DUE						0.00

City of Norcross, GA - The law requires payment in full by 5pm on: Nov 15 , 2019
No postmarks accepted.

IMPORTANT MESSAGES - PLEASE READ

- These taxes are billed based on the digest as provided from the Gwinnett County Tax Assessor's Office.
- Please write the bill number(s) on your check.
- If a receipt is desired, please include a stamped, self-addressed envelope.
- If taxes are to be paid by a mortgage company, please forward a copy of this bill to them.
- If you are paying after the due date, please call our office for the full amount due.
- Interest on unpaid tax bills will be applied in accordance with Georgia Code §48-2-40.
- Penalties on unpaid taxes will be applied in accordance with Georgia Code §48-2-44.
- If a lien is assumed on a property a Fi-Fa charge of \$14.00 will be imposed.

Failure to receive a bill does not exempt penalties or interest.
We are not responsible for late remittance made through the mail Service.



Balance Due this bill:	0.00
Back taxes:	
TOTAL DUE	0.00

Attachment: REZ2020-0002 MC Policy Agenda Packet (21-6014 : REZ2020-0002 Hunt Beutell PRD)

No added convenience fees to pay property taxes online this year; covered by a CARES Act grant. [Learn More](#)

Know before you go: Check tag office wait times [here](#) and a checklist of required paperwork [here](#).



BILL DETAIL

[View/Pay Your Taxes](#) / [Account Detail](#) / [Bill Detail](#)

Chat

Tax Account

Mailing Address:

BEUTELL HOUSE LLC
3706 VILLAGE WALK DR
PEACHTREE CORNERS, GA 30092-6213

SITUS:

248 BEUTELL ST

Tax District:

NORCROSS

Parcel ID	Property Type	Last Update
R6255 140	Real Property	10/30/2020 3:11:54 PM

Legal Description

BEUTELL ST

Tax Values

Description	Market Value	Assessed Value
Land	\$50,000.00	\$20,000.00
Improvement	\$121,600.00	\$48,640.00
Total	\$171,600.00	\$68,640.00

Class Codes 101-Residential SFR

Assessments

Operation	Net Tax	Savings
School Taxes	\$1,352.21	\$0.00
STATE OF GEORGIA TAXES	\$0.00	\$0.00

County Incorporated No Police

\$779.69 \$0.00

I.a

Sub Total \$2,131.90 \$0.00

Bond

Net Tax Savings

School Taxes

\$130.42 \$0.00

County Incorporated No Police

\$0.00 \$0.00

Sub Total \$130.42 \$0.00

Total Tax \$2,262.32 \$0.00

Tax Installment Information

Period	Bill Number	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	23797128	10/15/2019	2019	\$0.00	\$0.00	\$0.00	\$0.00
Total Due:				\$0.00	\$0.00	\$0.00	\$0.00

Payment History

Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2019	23797128	B19.119915	\$2,262.32	10/15/2019

Select Language ▼

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Technologies

[Administration Login](#)

[Site Map](#)

Attachment: REZ2020-0002 MC Policy Agenda Packet (21-6014 : REZ2020-0002 Hunt Beutell PRD)



Ownership Affidavit & Designation of Agent

I. Ownership.

I, Donn A. Whitacre, Manager, hereby attest to ownership of the property described below:

Parcel I.D. Number(s) R 6255 074

Location address: 153 Hunt Street, Norcross, GA 30071

_____ for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of: Church Street Circle LLC
PO Box 81111, Chamblee, GA 30366

Please complete the appropriate section below:

NOTE: The person signing under section IV Acknowledgement, must be listed below as an officer or partner.

☐ Individual

☒ Corporation/Limited Liability Company (LLC)

☐ Partnership

☐ Government Entity

Provide Names of Officers/Members:

Donn A. Whitacre

Provide Names of General Partners:

Secretary of State Registration Number: 18094698

Name/Address of Registered Agent: Donn Whitacre, 4455 Nobel Pass,
Cumming, GA 30041

II. Designation of Owner's Agent. (Leave blank if not applicable)

As the owner of the above designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named below to represent me, or my company, I attest that the application is made in good faith and that any information contained in the application is accurate and complete to the best of my knowledge and belief. (Note: Prior to the issuance of a building permit, the owner's agent must be the contractor listed on the permit application.)

Owner's Agent: Robert Forro

Address: 809 N. Peachtree Street, Norcross, GA 30071

Contact Person: Robert Forro

Telephone No.: 678-300-5440

III. Notice to Owner.

A. All changes in Ownership & Applicant's Agent prior to issuance shall require new affidavit. If ownership changes the new owner assumes the obligations and the original applicant is released from responsibility for actions taken by others after the change in ownership.

B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below. (i.e., Limited to obtaining a certificate of concurrency for the parcel; limited to obtaining a land use compliance certificate; etc.)

Limited to Rezoning.

IV. Acknowledgement.

• Individual

Signature

Print Name: _____
Address: _____
Phone #: _____

• Government Entity

Print Government Name

By: _____
Signature

Print Name: _____
Title: _____
Department: _____

• Corporation/LLC

Church Street Circle LLC
Print Corporation/LLC Name

By: _____
Signature

Print Name: Dann Whitacre
Its: Manager
Address: PO Box 31111
Chamblee, GA 30366
Phone #: 770-377-6067

• Partnership

Print Partnership Name

By: _____
Signature

Print Name: _____
Its: _____
Address: _____
Phone #: _____

NOTARY INFORMATION (Please use appropriate block.)

STATE OF GEORGIA

COUNTY OF Forsyth

• Individual

Before me, this 2nd day of November, 2020, personally appeared Dann Whitacre who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Government Entity

Before me, this _____ day of _____, 20____, personally appeared _____ as _____ and on behalf of _____, who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Corporation/LLC

Before me, this _____ day of _____, 20____, personally appeared _____ of _____ a _____ corporation/ (State) LLC, on behalf of the corporation/ LLC, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

• Partnership

Before me, this _____ day Of _____, 20____, personally appeared _____ partner/agent on behalf of _____, a partnership, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

Natalie Smith

Signature of Notary

Nataire Smith

Print Notary Name

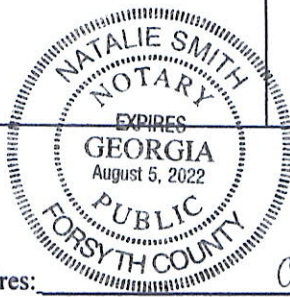
NOTARY STAMP:

My commission expires: _____

Identification Method:

Personally known.

☒ Produced I.D. - Type: drivers license



Our File Number: GA-19-3856

Shafritz & Dean, LLC

5825 Glenridge Drive, Bldg. 2 Suite 102

Atlanta, GA 30328



**Church Street Circle, LLC
PO Box 81111
Chamblee, GA, 30366**

Please find enclosed recorded documents relating to the closing of **153 Hunt Street, Norcross, GA 30071.**

**** These documents should be placed with your other important papers for future reference as required or needed. ****

Please DO NOT FORGET to file for any qualifying Homestead exemptions at your tax office. Generally you will need to file for Homestead exemptions between January 1st and April 1st. As we are unable to provide tax consulting, please CONTACT YOUR LOCAL TAX AUTHORITY or TAX COMMISSIONER'S OFFICE FOR INFORMATION.

It has been a pleasure serving you.

Thank you,

Shafritz & Dean, LLC

Post Closing Department

Email: postclosingrequests@shafritz-dean.com

Attachment: REZ2020-0002 MC Policy Agenda Packet (21-6014 : REZ2020-0002 Hunt Beutell PRD)

Parcel ID: R6255-074

DEED B: 57184 P: 00339
 01/16/2020 03:43:09 PM Pgs: 2 Fees: \$ 25.00
 TTax: \$0.00
 Richard T. Alexander, Jr., Clerk of Superior Court
 Gwinnett County, Georgia
 0672019035807

Return Recorded Document to:
 SHAFRITZ & DEAN, LLC
 5825 GLENRIDGE DRIVE,
 BLDG 2, STE 102
 ATLANTA, GA 30328
 (404) 255-8183

WARRANTY DEED

STATE OF GEORGIA,

COUNTY OF FULTON

File #: GA-19-3856

This Indenture made this 27th day of December, 2019 between **Donn A. Whitacre**, as party or parties of the first part, hereinafter called Grantor, and **Church Street Circle, LLC**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

See Exhibit "A" Attached HERETO AND INCORPORATED HEREIN BY REFERENCE

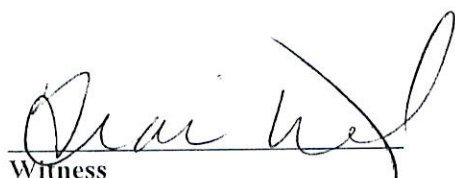
THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:


 Witness


 Donn A. Whitacre


 Notary

Name Property Location Tax Account Parcel # Receipt Legal Parcel Site Addr

Add

Edit

Parcel Number

R6255 074

Refine Search

☒ All ☐ Paid ☐ Unpaid

Print Screen

☒ Use Keyboard Filter ☐ Display Inactive RecordsYear Type Dist Look Up

Print Highlighted Receipt

Parcel #	Name	Address	Year / Type District	Receipt	Taxes	Add'l/Paid	Total Due	Tax sale	Tax Acct
R6255 074	CHURCH STREET CIRCLE LI	153 HUNT ST	2020 RE 10	005757.0	\$1,037.43	\$0.00	\$1,037.43		
R6255 074	HUNT VIVIAN	153 HUNT ST	2019 EX 10	005332.9	\$70.68	pd 10/08/19			
R6255 074	HUNT VIVIAN	153 HUNT ST	2018 EX 10	005276.9	\$67.24	pd 09/25/18			
R6255 074	HUNT VIVIAN	153 HUNT ST	2017 EX 10	000218.0	\$63.79	pd 09/21/17			
R6255 074	HUNT VIVIAN	153 HUNT ST	2016 EX 10	000209.0	\$60.34	pd 10/06/16			
R6255 074	HUNT VIVIAN	153 HUNT ST	2015 EX 10	000203.0	\$56.89	pd 10/27/15			
R6255 074	HUNT VIVIAN	153 HUNT ST	2014 EX 09	000074.0	\$0.00	pd 00/00/00			
R6255 074	HUNT VIVIAN	153 HUNT ST	2013 EX 09	000134.0	\$0.00	pd 00/00/00			
R6255 074	HUNT VIVIAN	153 HUNT ST	2012 EX 09	000154.0	\$0.00	pd 09/06/12			
R6255 074	HUNT VIVIAN	153 HUNT ST	2011 EX 09	000129.0	\$0.00	pd 00/00/00			
R6255 074	HUNT VIVIAN	153 HUNT ST	2010 EX 09	000120.0	\$0.00	pd 08/30/10			
R6255 074	HUNT VIVIAN	153 HUNT ST	2009 RE 09	003841.0	\$233.67	pd 10/12/09			
R6255 074	HUNT VIVIAN	153 NE HUNT ST	2008 RE 09	001965.0	\$256.27	pd 11/25/08			
R6255 074	HUNT VIVIAN	153 NE HUNT ST	2007 RE 09	001762.0	\$233.84	pd 11/20/07			
R6255 074	HUNT VIVIAN	153 NE HUNT ST	2006 RE 09	001715.0	\$253.24	pd 11/20/06			
R6255 074	HUNT VIVIAN	153 NE HUNT ST	2005 RE 09	001587.0	\$262.91	pd 11/21/05			

Recap Work Set

Work set empty

Create

Load

Return

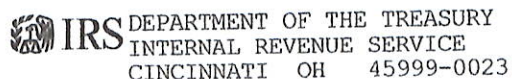
Hide

OK

Cancel

James Unverferth
11/2/2020

Attachment: REZ2020-0002 MC Policy Agenda Packet (21-6014 : REZ2020-0002 Hunt Beutell PRD)



Date of this notice: 11-25-2019

Employer Identification Number:
84-3787155

Form: SS-4

Number of this notice: CP 575 G

CHURCH STREET CIRCLE LLC
CHURCH STREET CIRCLE
% DONN A WHITACRE SOLE MBR
PO BOX 81111
CHAMBLEE, GA 30366

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-3787155. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is CHUR. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Attachment: REZZ2020-0002 MC Policy Agenda Packet (21-6014 : REZZ2020-0002 Hunt Beutell PRD)

11-25-2019 CHUR O 9999999999 SS-4

CP 575 G (Rev. 7-2007)

CP 575 G

99999999999

DATE OF THIS NOTICE: 11-25-2019
EMPLOYER IDENTIFICATION NUMBER: 84-3787155
FORM: SS-4 NOBOD

CHURCH STREET CIRCLE LLC
CHURCH STREET CIRCLE
% DONN A WHITACRE SOLE MBR
PO BOX 81111
CHAMBLEE, GA 30366

Control Number : 18094698

STATE OF GEORGIA**Secretary of State****Corporations Division****313 West Tower****2 Martin Luther King, Jr. Dr.****Atlanta, Georgia 30334-1530****CERTIFICATE OF ORGANIZATION**

I, **Brian P. Kemp**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Church Street Circle, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **07/15/2018** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **08/06/2018**.



Brian P. Kemp
Secretary of State

Attachment: REZ2020-0002 MC Policy Agenda Packet (21-6014 : REZ2020-0002 Hunt Beutell PRD)

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 7/15/2018 7:37:33 AM

BUSINESS INFORMATION

CONTROL NUMBER 18094698
BUSINESS NAME Church Street Circle, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 07/15/2018

PRINCIPAL OFFICE ADDRESS

ADDRESS PO Box 81111, Chamblee, GA, 30366, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Donn Whitacre	4455 Nobel Pass, Cumming, GA, 30041, USA	Forsyth

ORGANIZER(S)

NAME	TITLE	ADDRESS
Donn Whitacre	ORGANIZER	PO Box 81111, Chamblee, GA, 30366, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Donn Whitacre
AUTHORIZER TITLE Organizer

Attachment: REZ2020-0002 MC Policy Agenda Packet (21-6014 : REZ2020-0002 Hunt Beutell PRD)

CHURCH STREET CIRCLE, LLC**INCUMBENCY CERTIFICATE**

The undersigned is the sole Owner and Manager of Church Street Circle, LLC and is authorized to conduct all business and purchase and sell real and personal property on behalf of the LLC.

The signature appearing below is the true signature of the person indicated.

On behalf of Church Street Circle, LLC:



Donn A. Whitacre, Manager

Date: 03/16/2020

11/2/2020

Account Detail

Mailing Address:
 CHURCH STREET CIRCLE LLC
 PO BOX 81111
 CHAMBLEE , GA 30366-1111

SITUS:
 153 HUNT ST

Tax District:
 NORCROSS

[Change Mailing Address](#)

Parcel ID	Property Type	Last Update
R6255 074	Real Property	11/2/2020 11:36:07 AM

Legal Description

HUNT ST

Note: Four years of tax information is available online. Email tax@gwinnettcountry.com to request other years.

Tax Year	Net Tax	Total Paid	Penalty/Fees	Interest	Due Date	Amount Due
	\$3,849.67	\$0.00	\$0.00	\$0.00	12/1/2020	\$3,849.67
	\$342.72	\$342.72	\$0.00	\$0.00	10/15/2019	\$0.00
	\$343.00	\$343.00	\$0.00	\$0.00	10/15/2018	\$0.00
	\$348.22	\$348.22	\$0.00	\$0.00	10/15/2017	\$0.00
	\$341.83	\$341.83	\$0.00	\$0.00	10/15/2016	\$0.00
Total						

Attachment: REZ2020-0002 MC Policy Agenda Packet (21-6014 : REZ2020-0002 Hunt Beutell PRD)



Ownership Affidavit & Designation of Agent

I. Ownership.

I, Gregory L. Hall, hereby attest to ownership of the property described below:

Parcel I.D. Number(s) R6255-299
 Location address: 199 HUNT ST, NORCROSS, GA 30071 R6255-299 for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of: GREGORY L. HALL

Please complete the appropriate section below:

NOTE: The person signing under section IV Acknowledgement, must be listed below as an officer or partner.

☒ Individual

☐ Government Entity

☐ Corporation/Limited Liability Company (LLC)
 Provide Names of Officers/Members:

☐ Partnership

Provide Names of General Partners:

Secretary of State Registration Number: _____

Name/Address of Registered Agent: _____

II. Designation of Owner's Agent. (Leave blank if not applicable)

As the owner of the above designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named below to represent me, or my company, I attest that the application is made in good faith and that any information contained in the application is accurate and complete to the best of my knowledge and belief. (Note: Prior to the issuance of a building permit the owner's agent must be the contractor listed on the permit application.)

Owner's Agent: ROBERT FORRO
 Address: 809 N. PEACHTREE ST, NORCROSS, GA 30071
 Contact Person: ROBERT FORRO Telephone No.: 678 300 5440

III. Notice to Owner.

- A. All changes in Ownership & Applicant's Agent prior to issuance shall require new affidavit. If ownership changes new owner assumes the obligations and the original applicant is released from responsibility for actions taken by or after the change in ownership.
- B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below. (i.e., Limited to obtaining a certificate of concurrency for the parcel; limited to obtaining a land use comp certificate; etc.).

City of Norcross, 65 Lawrenceville Street, Norcross, GA 30071 Community Development Department, 678-421-20

PREVIOUS EDITIONS ARE OBSOLETE

IV. Acknowledgement.

• Individual

[Signature]
Signature
Print Name: Gregory L. Hall
Address: 1870 Admore Bridge Rd
Johns Creek, Georgia, GA
Phone #: 678 793 2162 30642

• Corporation/LLC

Print Corporation/LLC Name _____
By: _____
Signature
Print Name: _____
Its: _____
Address: _____
Phone #: _____

• Partnership

Print Partnership Name _____
By: _____
Signature
Print Name: _____
Its: _____
Address: _____
Phone #: _____

• Government Entity

Print Government Name _____
By: _____
Signature
Print Name: _____
Title: _____
Department: _____

NOTARY INFORMATION (Please use appropriate block.)

STATE OF GEORGIA
COUNTY OF _____

• Individual

Before me, this 29 day of OCT., 2020, personally appeared _____ who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Government Entity

Before me, this _____ day of _____, 20____, personally appeared _____ as _____ and on behalf of _____, who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

• Corporation/LLC

Before me, this _____ day of _____, 20____, personally appeared _____ of _____ a _____ corporation/LLC, on behalf of the corporation/LLC, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

• Partnership

Before me, this _____ day of _____, 20____, Of _____, personally appeared _____ partner/agent on behalf of _____ a partnership, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

Page V. Hall
Signature of Notary

Page V. Hall
Print Notary Name

NOTARY STAMP:

My commission expires: 07/09/2024

Identification Method: ☒ Personally known.
☐ Produced I.D. – Type: _____



DEED B: 57005 P: 00198
 11/04/2019 04:06:43 PM Pgs: 2 Fees: \$ 12.00
 TTax: \$175.00
 Richard T. Alexander, Jr., Clerk of Superior Court
 Gwinnett County, Georgia
 0672019023758

When recorded, please return to:
 Walther Law, LLC
 5755 North Parkway Suite 202,
 Alpharetta, Georgia 30022
 File No. 2019-1276
 Parcel ID: R6255-299

STATE OF GEORGIA
 COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INDENTURE made the 21st day of August, 2019 between

4.0 Construction, LLC
 hereinafter called "Grantor/s", and

Greg Hall

hereinafter called "Grantee/s" (the words "Grantor/s" and "Grantee/s" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor/s, for and in consideration of TEN DOLLARS and other good and valuable considerations---(\$10.00)-----receipt of which is hereby acknowledged has/have granted, sold, transferred and conveyed, and by these presents does/do grant, sell, transfer and convey unto Grantee/s:

See Exhibit "A" for Legal Description

199 Hunt Street, Norcross, GA 30071
 R6255-299

This conveyance is made subject to all covenants, easements and restrictions of record.

TO HAVE AND TO HOLD, in fee simple. And Grantor/s will warrant and forever defend the right and title to said premises unto Grantee/s against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor/s/s' hand and seal have been hereunto affixed, the day and year first above written.

Signed, sealed and delivered
 In the presence of:

WITNESS

NOTARY PUBLIC

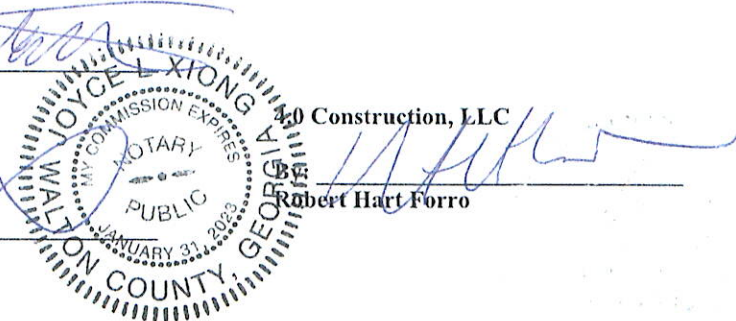


Exhibit A

All that tract or parcel of land lying and being in Land Lot 255 of the 6th District of Gwinnett County, Georgia, being part of Lots 9 and 10 of the H.M. Beutell Estate Subdivision per Plat Book C, Page 7, Gwinnett County, Georgia Records, and being more particularly described as follows:

Commence at an iron pin found on the westerly right-of-way line of Beutell Street (30-foot right-of-way) located 390 feet northerly along said right-of-way line from its intersection with northerly right-of-way line of Lawrenceville Street (30-foot right-of-way); thence continuing along said right-of-way line along a curve to the left 101.43 feet, said curve having a radius of 310.00 feet and being subtended by a chord having a bearing of north 21 degrees 13 minutes 39 seconds west and a length of 100.98 feet, to a point; thence continuing along said right-of-way line north 30 degrees 36 minutes 03 seconds west a distance of 5.11 feet to an iron pin set; thence leaving said right-of-way line and running south 49 degrees 14 minutes 47 seconds west a distance of 293.05 feet to a PFS and the POINT OF BEGINNING; thence continuing south 49 degrees 14 minutes 47 seconds west a distance of 153.46 feet to an iron pin set on the easterly right-of-way line of Hunt Street (40-foot right-of-way); thence along said right-of-way line north 31 degrees 22 minutes 12 seconds west a distance of 81.66 feet to an iron pin found; thence leaving said right-of-way line and running north 49 degrees 13 minutes 56 seconds east a distance of 138.46 feet to an iron pin set; thence south 41 degrees 57 minutes 07 seconds east a distance of 80.62 feet to the POINT OF BEGINNING.

199 Hunt Street

PARCEL ID	TAX YEAR	OWNER OF RECORD
R6255 299	2019	ANDERSON OPAL M
DISTRICT	PROPERTY LOCATION & DESCRIPTION	
NORCROSS	HUNT ST BEUTELL ST	

FOR ADDITIONAL INFORMATION THAT MAY HELP ANSWER YOUR QUESTIONS, PLEASE SEE THE REVERSE SIDE OF THIS NOTICE.
If you have an escrow account, your tax information is available to your mortgage company; however, it is your responsibility to ensure taxes are paid.

APPRAISAL DETAIL	YOUR EXEMPTION & CREDIT SAVINGS
LAND VALUE: 50,000 BUILDING VALUE: 136,000 TOTAL VALUE: 186,000 ASSESSED VALUE: 74,400 ACREAGE: 0.2700	

COUNTY GOVERNMENT TAXES - Levied by the Board of Commissioners and representing 34.46% of your total ad valorem tax amount.

TAXING AUTHORITY	ASSESSED VALUE	-	VOE	-	EXEMPTIONS	=	TAXABLE VALUE	X	MILL RATE	=	TAXES LEVIED
COUNTY GENERAL FUND	74,400		0		0		74,400		0.007209		536.35
DETENTION CENTER BOND	74,400		0		0		74,400		0.000000		0.00
DEVELOPMENT/CODE ENFORCEMENT	74,400		0		0		74,400		0.000000		0.00
FIRE & EMS	74,400		0		0		74,400		0.003200		238.08
POLICE	74,400		0		0		74,400		0.000000		0.00
RECREATION	74,400		0		0		74,400		0.000950		70.68
TOTAL COUNTY TAXES									0.011359		845.11

SCHOOL TAXES - Levied by the Board of Education and representing 65.54% of your total ad valorem tax amount.

TAXING AUTHORITY	ASSESSED VALUE	-	VOE	-	EXEMPTIONS	=	TAXABLE VALUE	X	MILL RATE	=	TAXES LEVIED
SCHOOL	74,400		0		0		74,400		0.019700		1,465.68
SCHOOL BOND	74,400		0		0		74,400		0.001900		141.36
TOTAL SCHOOL TAXES									0.021600		1,607.04

STATE, CITY & OTHER TAXES - Levied by state, city or other authorities and representing 0.00% of your total ad valorem tax amount.

TAXING AUTHORITY	ASSESSED VALUE	-	VOE	-	EXEMPTIONS	=	TAXABLE VALUE	X	MILL RATE	=	TAXES LEVIED
STATE	74,400		0		0		74,400		0.000000		0.00
TOTAL OTHER TAXES											0.00

TOTAL MILLAGE RATE: 0.032959

TOTAL AD VALOREM TAXES: 2,452.15

OTHER ASSESSMENTS			COMBINED TAXES AND ASSESSMENTS	
LEVYING AUTHORITY	RATE	AMOUNT	CHARGE	AMOUNT
			AD VALOREM TAXES:	2,452.15
			INTEREST:	68.17
			TOTAL AMOUNT DUE	2,520.32
			LESS PAYMENTS RECEIVED:	2,520.32
TOTAL OTHER ASSESSMENTS:		0.00	GRAND TOTAL DUE THIS BILLING:	0.00

11/4/2020

RETURN THIS PORTION WITH YOUR PAYMENT

TAX YEAR	PARCEL ID	DUE DATE	TOTAL DUE	AMOUNT PAID
2019	R6255 299	11-04-2020	\$0.00	



R6255 299 N 1
GREG HALL
1350 BLUEGRASS LAKES PKWY
ALPHARETTA GA 30004-3395

Address
Change:

☐

Check here and fill out the back
of this remittance slip if your
billing address or property
location has changed.



1111

1 19 186255002990000 7 000000000000 000000000000 0

2019 Property Tax Statement

City of Norcross
65 Lawrenceville Street
Norcross, GA 30071
(770) 448-2122

ANDERSON OPAL M
0 HUNT ST

RETURN THIS PORTION WITH PAYMENT

(Interest will be added per month if not paid by due date)

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
2019-5511.9	11/16/2019	\$0.00	\$0.00	\$0.00	Paid 11/14/2019

Map: R6255 299

Location: 0 HUNT ST

"This is your City of Norcross tax bill. Please make sure you get this bill to your current mortgage company if your tax bills are paid through escrow, as the City of Norcross is not aware of this information. The Property taxes are in addition to the taxes paid to Gwinnett County, however, you will not pay Storm Water Fees or Sanitation to the County, but to the City of Norcross".



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

City of Norcross

Legislation Details (With Details)

File #:	21-6109	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/5/2021 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Discovery Garden Park Board		

Sponsors:

Code Sections:

Title
Board Appointment - Discovery Garden Park Board

Motion

A motion to Approve/Deny the reappointment of the following board member and term as presented:

Discovery Garden Park Board

Nona Johnson **6/1/2023**



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

City of Norcross

Legislation Details (With Details)

File #:	21-6046	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/5/2021 6:30 PM	In Control:	Policy Work Session
Title:	Enterprise Fleet Management		

Sponsors:

Code Sections:

Attachments:

1. [Memo - Enterprise Fleet Management](#)
2. [Corporate Resolution](#)
3. [Master Equity Lease Agreement](#)
4. [GP1C - City of Norcross Addendum to Equity MLA - FM TRUST 03.21](#)
5. [Maintenance Agreement](#)
6. [Maintenance Management and Fleet Rental Agreement](#)
7. [GP1C - City of Norcross Self-Insurance Addendum \(both\) - Equity 03.21](#)
8. [Authorized Signer \(Government\)](#)
9. [2021 Enterprise Maintenance Agreements - Amendment No. 1](#)

Title

Enterprise Fleet Management

Drafter

Mary Beth Bender

Motion

A motion to Approve/Deny the attached corporate resolution between Enterprise Fleet Management and the City of Norcross for motor vehicle lease(s).



MARY BETH BENDER, ASSISTANT CITY MANAGER
DIRECTOR OF PUBLIC WORKS, UTILITIES & PARKS

TO: Mayor and City Council

FROM: Mary Beth Bender

DATE: February 1, 2021

SUBJECT: Enterprise Fleet Management Corporate Resolution

CC: Eric Johnson, City Manager

Presented By: Mary Beth Bender, Assistant City Manager, Director of PWUP

Project Description

Approve the corporate resolution between Enterprise Fleet Management and the City of Norcross for motor vehicle lease(s). This document will replace the 2015 document signed by Mayor Emeritus Bucky Johnson and former City Manager Rudolph Smith. The City of Norcross and Enterprise Fleet Management have had a partnership since 2015 with positive results.

Lease payments are down from 2019 to 2020 by \$47,359 because the City has taken advantage of government incentives offered to us from Ford and we are using the equity out of our older vehicles, applying it to the newer vehicles during trade-in. Maintenance on the lease covers everything except tires and brakes. Typically, vehicles are kept for five years or 50,000 miles to stay in warranty. Newer vehicles have better fuel economy and increased safety features adding to an overall greener fleet. We currently have one hybrid vehicle, a Toyota Prius.

Staff Recommendation: Approve Resolution with Enterprise Fleet Management

Funding Source: Rental/Lease Fleet Manager – Public Works, Utilities & Parks

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management will use the information provided in this application for the sole purpose of fleet related services/programs.

Enterprise Fleet Management reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management will conduct future inquiries either on an annual basis or as fleet size increases, and reserves the right to ask for additional or updated information as the need warrants.

CORPORATE RESOLUTION MOTOR VEHICLE LEASE(S)

RESOLVED, That this Corporation lease from Enterprise Fleet Management, hereinafter called Enterprise, from time to time, such motor vehicles upon such terms and conditions, as in the judgment of the Officer(s) or employee(s) hereinafter authorized, this Corporation may require.

RESOLVED FURTHER, that:

Name _____	_____	Title _____ or
Print Name	Signature	
Name _____	_____	Title _____ or
Print Name	Signature	
Name _____	_____	Title _____ or
Print Name	Signature	
Name _____	_____	Title _____
Print Name	Signature	

are authorized and empowered on behalf of and in the name of this Corporation to execute Motor Vehicle Leases with Enterprise on such terms as may be agreed to by said person.

RESOLVED FURTHER, that Enterprise is authorized to act upon this resolution until written notice of its revocation is received by Enterprise.

I, _____ Secretary of _____, a Corporation in good standing in the State of _____, do hereby certify that the resolution appearing above is a true copy of a resolution of the Board of Directors of said Corporation duly passed and adopted at a meeting of said Board of Directors, which was duly called and held in all respects as required by law and the bylaws of said Corporation on the _____ day of _____, 20____.

I further certify that said resolution has not been amended or revoked and is still in full force and effect.

Date _____

Printed Name _____

(SEAL)

Signature _____

Title (Secretary of a Corporation) _____

Attachment: Corporate Resolution (21-6046 : Enterprise Fleet Management)

FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering each Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to each Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence or any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessee additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicle during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, neither Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereupon shall place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) in the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence for Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessor, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle.

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charge payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mail of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay within due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering a Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue.

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any deferment, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability whatsoever and whenever arising from the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if made by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined with reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____

Initials: EFM_____ Customer_____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of March, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of March, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Norcross ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 2 of the Master Equity Lease Agreement is amended to add the following additional paragraph:

Termination: Lessee reserves the right to cancel this Agreement for any reason at all upon sixty (60) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any responsibilities under this agreement.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

RESPONSIBILITY: Subject to state laws of Georgia, except in the event of the negligence or willful misconduct of Servicer, Lessee shall be responsible for any and all losses that Lessor incurs, or claims, demands, or rights of action that may be asserted at any time against Lessor, which arise as a result of (i) Lessee's breach of this Agreement; (ii) the use, operation or condition of any of the Vehicles, or (iii) Lessee's lease of the Vehicles pursuant to this Agreement. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing responsibility provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Georgia (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed. Terms not defined otherwise herein shall have the meaning ascribed to them and the terms and conditions ascribed to them in the Agreement. To the extent of any conflict or inconsistency between this Amendment and the terms and conditions of the Agreement, this Amendment will prevail.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the ____ day of March, 2021.

City of Norcross (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

FLEET MANAGEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon no less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM _____ Lessee _____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

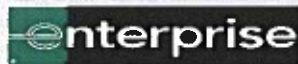
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Fax #: _____

Date Signed: _____

Date Signed: _____

Initials: EFM _____ Lessee _____



FLEET MANAGEMENT

M.1.f

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS AND SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued and shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation. Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM _____ Company _____

Packet Pg. 102

Attachment: Maintenance Management and Fleet Rental Agreement (21-6046 : Enterprise Fleet Management)

8. **FEES:** EFM will charge the Company for the service under this Agreement \$ _____ per month per Card, plus a one time set-up fee of \$ _____.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above writt

Company: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____

Date Signed: _____

Attachment: Maintenance Management and Fleet Rental Agreement (21-6046 : Enterprise Fleet Management)

**GOVERNMENT SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)**

This Addendum is made to the Master Equity Lease Agreement dated the ____ day of March, 2021, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to purchase and maintain in force during the Term, motor vehicle coverage from the Georgia Interlocal Risk Management Agency ("GIRMA"), a self-insured pool for Georgia municipalities, regulated by the Georgia Insurance Commissioner's Office the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee due to a going concern audit comment, the commencement of bankruptcy, insolvency, readjustment, liquidation, dissolution, or similar proceedings with respect to Lessee, including the appointment of any trustee, receiver, custodian, or the like of such entity of all or any substantial part of its assets (2) any default or event of default occurs under the Agreement, than Lessor may, at its option, give Lessee thirty (30) days prior written notice to cure such default or event of default and, if such default or event of default is not cured within the thirty (30) days, terminate the Agreement. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Agreement..

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Norcross

LESSOR: ENTERPRISE FM TRUST

By: Enterprise Fleet Management, Inc., its attorney in trust

By:
Title:

By:
Title:

Date Signed: _____, _____

Date Signed: _____, _____

Attachment: GP1C - City of Norcross Self-Insurance Addendum (both) - Equity 03.21 (21-6046 : Enterprise Fleet Management)

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

_____ Print Name	_____ Title
_____ Signature	_____ Company Name

Date

Attachment: Authorized Signer (Government) (21-6046 : Enterprise Fleet Management)

AMENDMENT NO. 1 TO
THE ENTERPRISE MASTER EQUITY LEASE AGREEMENT, ADDENDUM TO MASTER
LEASE AGREEMENT, MAINTENANCE AGREEMENT, MAINTENANCE
MANAGEMENT AND FLEET RENTAL AGREEMENT, SELF-INSURANCE ADDENDUM
AND AUTHORIZED SIGNER AGREEMENT

This Amendment No. 1 is made part of and modifies the Enterprise Master Equity Lease Agreement, Addendum to Master Lease Agreement, Maintenance Agreement, Maintenance Management and Fleet Rental Agreement, Self-Insurance Addendum and Authorized Signer agreement, Maintenance Agreement by and between Enterprise Fleet Management, Inc. (“Enterprise”) and the City.

The Enterprise Master Equity Lease Agreement, Addendum to Master Lease Agreement, Maintenance Agreement, Maintenance Management and Fleet Rental Agreement, Self-Insurance Addendum and Authorized Signer agreement, Maintenance Agreement are sometimes hereinafter collectively referred to as the “Enterprise Agreements”

Terms not defined otherwise herein shall have the meaning ascribed to them and the terms and conditions ascribed to them in the Enterprise Agreements. To the extent of any conflict or inconsistency between this Amendment and the terms and conditions of the Enterprise Agreements, this Amendment will prevail.

The Agreements collectively, are modified as follows:

- a. Enterprise and the City agree and acknowledge that the effective date of the Enterprise Agreements is April 1, 2021.
- b. Enterprise and the City agree and acknowledge that the City’s fiscal year ends on August 31 of and begins on September 1 of each calendar year.
- c. Enterprise and the City agree and acknowledge that the Enterprise Agreements shall terminate absolutely and without further obligation on the part of the City at the close of each fiscal year and at the close of each succeeding fiscal year for which it may be renewed as provided below;
- d. Enterprise and the City agree and acknowledge that the Enterprise Agreements shall automatically renew at the end of each fiscal year for five (5) fiscal years, and shall expire and terminate without further obligation on the City on August 31, 2026 unless further extended by agreement of the parties.
- e. Enterprise and the City agree and acknowledge that the City, in its sole discretion, may terminate the Enterprise Agreements or any of them for any reason or for no reason at all by giving sixty (60) days written notice to Lessor.
- f. Enterprise and the City agree and acknowledge that the total obligation of City to

Enterprise under the Enterprise Agreements and the Master Equity Lease Agreement by and between the City and Enterprise FM Trust, as amended collectively shall not exceed Two Hundred Seventy-Five Thousand and no/100 Dollars (\$275,000.00) for any fiscal year in which the Enterprise Agreements or any of them are in effect. The total obligation of the City to Enterprise under the Enterprise Agreements or any of them can only be changed by a subsequent amendment to the Enterprise Agreements duly executed and agreed to by the parties.

- g. Enterprise and the City agree and acknowledge that title to any motor vehicles, supplies, materials, equipment, or other personal property covered by the Enterprise Agreements shall remain in the name of Enterprise until fully paid for by the City.
- h. The Enterprise Agreements, as defined above, and this Amendment No. 1 to the Enterprise Maintenance Agreement and the Maintenance Management of City Owned Vehicles Agreement and any attached addendums constitute the entire agreement between the parties and nor oral statements shall be binding.
- i. In the event of any conflict in the terms of this Amendment No. 1 to the Enterprise Maintenance Agreement and the Maintenance Management of City Owned Vehicles Agreement, the terms of this Amendment No. 1 shall prevail.

IN WITNESS WHEREOF, Enterprise and the City have executed this Amendment to Maintenance Agreement and the Maintenance Management of City Owned Vehicles Agreement as of the ____ day of _____, 2021.

ENTERPRISE FLEET MANAGEMENT, INC. CITY OF NORCROSS, GEORGIA

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____



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

City of Norcross

Legislation Details (With Details)

File #:	21-6081	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/5/2021 6:30 PM	In Control:	Policy Work Session
Title:	LiveNorcross Program		

Sponsors:**Code Sections:****Attachments:**

1. [M2HhousingJULypresentation V4 \(002\)](#)
2. [LiveNorcross \\$25K](#)

Title**LiveNorcross Program****Drafter****Councilmemenr Andrew Hixson****Motion**

A motion to Approve/Deny a budget amendment in the amount of \$25,000 with funding to come from the Mayor and Council Contingency Fund for the LiveNorcross initiative.



Motel to Home Program

A collaboration of

St. Vincent de Paul Georgia, United Way of Greater Atlanta, and the City of Norcross

with support from

**Unite-Norcross/Peachtree Corners, Gwinnett Housing Corporation, LIVE Norcross, and
Clearpoint Credit Counseling**

Motel to Home Program Overview



Motel to Home Case Management Model



Housing Sustainability Workshops

1/18/20 Workshop 1: Budgeting, EITC, VITA, Tenant-Landlord Handbook (Clearpoint, GHC)

2/22/20 Workshop 2: Understanding Credit and Credit Repair Strategies, Court Ordered Child Support (Clearpoint, Dan Kullen)

3/28/20 Canceled Workshop 3: Increasing Your Income (Technical College of GA Adult Education, Gwinnett Tech, Hire Dynamics, Georgia Center for Opportunity, Goodwill)

4/25/20 Canceled Workshop 4: Saving Money on cell phones and internet, food, transportation (Clarke Howard and Associates, Atlanta Community Food Bank)

7/11/20 – 9/22/20 Online Classes: When Income Decreases but Bills Don't; Building Savings; Credit Repair Part 2; Beware: Title Loans, High Interest Loans, Upside Down Car Loans; Increasing Your Income : Side Jobs, Starting a Small Business; Understanding and Living with School Debt

Motel To Home Program Stats

- ❑ 15 Families: 13 African American, 1 Caucasian, 1 Hispanic
- ❑ 3 couples
- ❑ 33 children | ages 2-18 years
- ❑ Motel median LOS 36 weeks | range 10 weeks to 6 years
- ❑ Median credit score 530, range 98-627 | Target: 640
- ❑ Monthly income range: \$2080-\$4500
- ❑ Education: 2 no HS, 5 HS/GED, 6 Some College, 1 College

Results As of 7/1/20

8 Families Successfully Housed

- ❑ 3 families-Pathway Home
- ❑ 3 families-Traditional Apartments: Spring Lake, Bella, The Fields
- ❑ 2 families-Townhomes with private landlords
- ❑ 1 family-housing application pending



KNOWLEDGE



STRENGTH



**DISCIPLINE &
ACCOUNTABILITY**



HOPE

Financials As of 7/1/20

- ❑ YTD spending: \$16,033.30
 - ❑ Average spending/family: \$2004
 - ❑ Average Monthly Rent: \$1002
 - ❑ Average Monthly Income: \$3228
 - ❑ Saunders Family Foundation Gift: \$5,000
 - ❑ Donor: \$100
-
- ❑ Other community donations:
 - Car (SVdP)
 - Covid-related rent (2) (SVdP)
 - Furniture (Fully Furnished, SVdP)
 - Grocery gift cards (Unite, SVdP)
 - Visa gift cards (Unite)
 - Welcome home buckets with cleaning supplies (Unite)
 - Hot meals at workshops for participants, caseworkers and children (Unite)
 - Homemade casseroles for participants to take and heat (Unite)

Lessons Learned

- ❑ **The Housing Industry Has a Dirty Secret:** “Qualifying Standards” –rejection of families who owe \$ to other properties
- ❑ **Timing is Everything:** Commit the EITC refund to paying off housing debt
- ❑ **School debt is a real problem** – Garnishment is keeping poor families homeless
- ❑ **We all need somebody to lean on** – Having someone to lean on and be accountable to is vital

Future Plans

- ☐ Actively recruit new participants
- ☐ Expand online education opportunities
- ☐ Utilize core group of pilot participants as peer mentors for future participants
- ☐ Expand the program to serve more Norcross families and those in other communities

Date Submitted: 3/18/2021

2021 Budget Amendments								
Department Transfer From	Fund	Line Item #	Line item Description	Amount Transferred	Amount Transferred	To Division	Line Item #	Line item Description
Mayor/Council	100	5.1310.57.9000	Contingencies	\$ (25,000.00)	\$ 25,000.00	100	5-1310.523201	Civic Participation
Total				\$ (25,000.00)	\$ 25,000.00			

Date Approved: _____

Attachment: LiveNorcross \$25K (21-6081 : LiveNorcross Program)



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

City of Norcross

Legislation Details (With Details)

File #:	21-6082	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/5/2021 6:30 PM	In Control:	Policy Work Session
Title:	Budget Amendment		

Sponsors:

Code Sections:

Attachments:

1. [Budget Amendment 03082021- Agenda Report](#)
2. [Budget Report City Manager Department](#)
3. [City Manager Budget Contract Labor](#)

Title
Budget Amendment

Drafter
Karen Slaton-Dixon

Motion
A motion to Approve/Deny a budget amendment to increase the City Manager's Department FY21 budget by \$23,683 to cover contract work provided by former City Manager Rudolph Smith with funds to come from the Mayor and Council Contingency Fund.



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

Agenda Report

To: Mayor and Council

From: Karen Slaton-Dixon, Administrative Services Director

Meeting Date: March 15, 2021 – Policy Work Session

Item No.: 21-6082

Title : Approve a budget amendment to cover contract work provided by former City Manager Rudolph Smith.

CC: Eric Johnson

Recommendation

Approve to have the City Manager's Department FY21 Budget increased by \$23,683. I recommend that the funds be pulled from Contingency 100-5-1310.579000.

Background

During the preparation of the FY20 Budget, it was unknown that the City Manager at the time was going to retire. After the City Manager retired at the end of August 2020, he stayed on as a consultant with the City until the current City Manager was brought onboard and up to speed on current projects. As a result of this unforeseen project, Contract Labor is showing an unfavorable status.

Financial Impact

Without the budget amendment, the City Manager's Department budget will be over budget and out of line with accounting standards to have a balanced budget.

Next Steps

Not applicable

Attachments

Budget Report – City Manager's Department 1330

Update

Not applicable

Budget Report

For Fiscal: 2020-2021 Period Ending: 02/28/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Per Remai
Department: 1330 - CITY MANAGER							
ExpCategory: 51 - Personal Services							
100-5 .1330 .511100	REGULAR EMPLOYEES	118,923.00	118,923.00	15,954.68	79,101.59	39,821.41	33.4
100-5 .1330 .511300	OVERTIME	1,500.00	1,500.00	0.00	0.00	1,500.00	100.0
100-5 .1330 .512100	GROUP INSURANCE	18,955.00	18,955.00	1,202.52	9,272.14	9,682.86	51.0
100-5 .1330 .512200	FICA/MEDICARE CONTRIBUTNS	7,373.00	7,373.00	1,178.07	5,531.29	1,841.71	24.9
100-5 .1330 .512400	RETIREMENT CONTRIBUTIONS	17,184.00	17,184.00	2,993.02	9,466.20	7,717.80	44.9
100-5 .1330 .512600	UNEMPLOYMENT INSURANCE	77.00	77.00	14.96	72.53	4.47	5.8
100-5 .1330 .512700	WORKER'S COMPENSATION	2,106.00	2,106.00	0.00	0.00	2,106.00	100.0
ExpCategory: 51 - Personal Services Total:		166,118.00	166,118.00	21,343.25	103,443.75	62,674.25	37.7
ExpCategory: 52 - Purchased/contract Serv.							
100-5 .1330 .521305	PROFESSIONAL SERV.-OTHER	0.00	0.00	0.00	7,569.55	-7,569.55	0.0
100-5 .1330 .521309	PROFESSIONAL SERV.-SPMGR	19,000.00	17,000.00	540.00	2,671.64	14,328.36	84.2
100-5 .1330 .521312	PROF. SERV.-AARP	0.00	0.00	0.00	310.00	-310.00	0.0
100-5 .1330 .523100	INS, OTHER THAN EMP BEN	5,264.00	5,264.00	0.00	5,264.00	0.00	0.0
100-5 .1330 .523251	HOSPITALITY-SPMGR	2,000.00	2,000.00	0.00	568.65	1,431.35	71.9
100-5 .1330 .523400	PRINTING & BINDING	2,500.00	2,500.00	0.00	0.00	2,500.00	100.0
100-5 .1330 .523401	PRINTING & BINDING-SPMGR	1,200.00	1,200.00	0.00	34.77	1,165.23	97.2
100-5 .1330 .523500	TRAVEL - CITY MANAGER	1,500.00	1,500.00	0.00	0.00	1,500.00	100.0
100-5 .1330 .523503	TRAVEL-SPMGR	1,500.00	1,500.00	0.00	0.00	1,500.00	100.0
100-5 .1330 .523600	DUES & FEES	3,500.00	3,500.00	0.00	1,232.00	2,268.00	64.8
100-5 .1330 .523602	DUES & FEES SPMGR	2,654.00	2,654.00	284.00	694.00	1,960.00	73.8
100-5 .1330 .523700	EDU & TRAINING - CITY MGR	2,500.00	2,500.00	0.00	0.00	2,500.00	100.0
100-5 .1330 .523702	EDU & TRAINING-SPMGR	3,215.00	3,215.00	0.00	2,798.00	417.00	12.9
100-5 .1330 .523703	MEALS AND ENTERTAINING	2,000.00	2,000.00	0.00	216.14	1,783.86	89.2
100-5 .1330 .523704	DEVELOPMENT FAIR	2,000.00	2,000.00	0.00	0.00	2,000.00	100.0
100-5 .1330 .523850	CONTRACT LABOR	0.00	0.00	0.00	23,682.24	-23,682.24	0.0
100-5 .1330 .523854	CONTRACT LABOR-SPMGR	16,000.00	16,000.00	2,586.00	7,758.00	8,242.00	51.9
ExpCategory: 52 - Purchased/contract Serv. Total:		64,833.00	62,833.00	3,410.00	52,798.99	10,034.01	15.9
ExpCategory: 53 - Supplies							
100-5 .1330 .531101	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	55.00	945.00	94.5
100-5 .1330 .531104	OFFICE SUPPLIES-SPMGR	500.00	500.00	0.00	121.39	378.61	75.7
100-5 .1330 .531110	UNIFORMS-SPMGR	500.00	500.00	0.00	880.83	-380.83	-76.2
100-5 .1330 .531401	BOOKS & PERIODICALS-SPMGR	150.00	150.00	0.00	120.00	30.00	20.0
100-5 .1330 .531602	SMALL EQUIPMENT-SPMGR	500.00	2,500.00	0.00	2,505.39	-5.39	-0.2
100-5 .1330 .531710	MISCELLANEOUS	1,500.00	1,500.00	0.00	-49.99	1,549.99	103.3
100-5 .1330 .531711	MISCELLANEOUS-SPMGR	3,000.00	3,000.00	0.00	2,292.12	707.88	23.6
ExpCategory: 53 - Supplies Total:		7,150.00	9,150.00	0.00	5,924.74	3,225.26	35.7
Department: 1330 - CITY MANAGER Total:		238,101.00	238,101.00	24,753.25	162,167.48	75,933.52	31.8

Attachment: Budget Report City Manager Department (21-6082 : Budget Amendment)

Date Submitted: 3/15/2021

2021 Budget Amendments								
Department Transfer From	Fund	Line Item #	Line item Description	Amount Transferred	Amount Transferred	To Division	Line Item #	Line item Description
Mayor/Council	100	5.1310.57.9000	Contingencies	\$ (23,683.00)	\$ 23,683.00	100	5-1310.579000	Contract Labor
								Contract work by former City Manager
Total				\$ (23,683.00)	\$ 23,683.00			

Date Approved: _____



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

City of Norcross

Legislation Details (With Details)

File #:	21-6083	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/5/2021 6:30 PM	In Control:	Policy Work Session
Title:	Part-Time Code Enforcement Officer		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report- PT Code Code Enforcement Officer](#)

Title

Part-Time Code Enforcement Officer

Drafter

Bill Grogan

Motion

A motion to Approve/Deny a proposal to authorize one added part-time Code Enforcement Officer for the balance of FY 2020-2021 to facilitate enforcement of business licenses and renewals.



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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager, and Bill Grogan, Chief of Police

Meeting Date: March 15, 2021

Item No.: 21-6083

Title: Authorize one added part-time Code Enforcement Officer in the Police Department through the end of the current fiscal year (FY 2020-2021).

CC:

Recommendation

Authorize one added part-time Code Enforcement Officer for the balance of FY 2020-2021 to facilitate enforcement of business licenses and renewals.

Background

The Police Department currently has four Code Enforcement Officers. General Government Administration is responsible for selling business licenses to new businesses throughout the year and for selling renewals to existing businesses. The City has historically experienced businesses that continue to operate but fail to renew a business license – sometimes for multiple years. Separately, new businesses open without always obtaining a business license.

It is City staff's recommendation that the City test a pilot program of having Code Enforcement work with data on business licenses to provide on-site follow-up with businesses that have not renewed a license to determine if they are still in business. In addition, Code Enforcement will be able to recognize where a business has changed and confirm whether the new business has obtained a license. This approach to field validation has been used elsewhere and been found to be more than self-sustaining – generating more revenue (and, on an ongoing basis) that it costs. Starting now, there will be results that can be assessed during the budget process for FY 2021-2022 to determine if the approach should be continued.

In addition to enforcement, it is intended that information on new businesses be forwarded to the Economic Development Department so that the employee hired for the new position dedicated to business retention can follow up by welcoming new businesses and offering support.

Financial Impact

Sufficient funds are likely available for the balance of the year due to turnover in Police Department positions during FY 2020-2021. A request for funding will be made later in the year only if necessary. An existing vehicle has been identified to equip the additional Code Enforcement Officer for the remainder of this year. If the revenue generated from this pilot program is sufficient, an ongoing part-time position may be requested during the upcoming budget process for FY 2021-2022.

Consistent with Comprehensive Plan?

Not applicable.

Next Steps

A current employee is interested in changing to this part-time position.

Attachments

None.

Update

Not applicable.



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

City of Norcross

Legislation Details (With Details)

File #:	21-6084	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/5/2021 6:30 PM	In Control:	Policy Work Session
Title:	Street Racing Ordinance		

Sponsors:**Code Sections:****Attachments:**

1. [2021- Norcross Ordinance Regulating & Prohibiting Road Racing in City Limits](#)
2. [2021 HB 534](#)
3. [2021 SB 10](#)

Title

Street Racing Ordinance

Drafter

Bill Grogan

Motion

A motion to Approve/Deny an amendment to the Code of Ordinances to revise the Chapter 34 entitled "Traffic and Vehicles," Article I, entitled "In General," to add a new Section 34-6 entitled "Street Racing and Reckless Driving Exhibitions," with the following enacting clause:

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

ORDINANCE NO. 2021- ____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF NORCROSS, GEORGIA, BY REGULATING AND PROHIBITING STREET RACING AND KNOWING ASSISTANCE OF SAME; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; TO PROVIDE FOR CODIFICATION; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES

WHEREAS, the Mayor and Council of the City of Norcross are charged with protection of the public health, safety and welfare within the City of Norcross; and

WHEREAS, pursuant to O.C.G.A. § 40-6-186, no person shall drive any vehicle on a highway in the State of Georgia in any race, speed competition or contest, drag race or acceleration contest, test of physical endurance, exhibition of speed or acceleration or for the purpose of making a speed record, and no person shall in any manner participate in any such race, competition of speed, contest of speed, or test or exhibition of speed; and

WHEREAS, pursuant to O.C.G.A. § 40-6-251, no driver of any motor vehicle shall operate the vehicle upon the public streets, highways, public or private driveways, airport runways, or parking lots in such a manner as to create a danger to persons or property by intentionally or unnecessarily causing the vehicle to move in a zigzag or circular course or to gyrate or spin around, except to avoid a collision or injury or damage; and

WHEREAS, pursuant to O.C.G.A. § 32-4-92, a municipality may regulate and control the use of the public roads on its municipal street system and on portions of the county road systems extending within the corporate limits of the municipality; and

WHEREAS, street racing and reckless driving exhibitions and activities have been increasing in cities across the country and are an immediate threat to public safety and a nuisance to neighborhoods and commuters using various modes of transportation; and

WHEREAS, multiple deaths of innocent children have occurred in other cities due to the engagement in street racing and reckless driving exhibitions; and

WHEREAS, the City of Atlanta and the City of Sandy Springs in the state of Georgia and cities across the country, such as Dallas, Stockton, San Diego, Sacramento, Kansas City, Albuquerque, Milwaukee and Las Vegas, have enacted ordinances to prohibit street racing exhibitions, including the prohibition of non-driver or spectator participation therein; and

WHEREAS, the City of Norcross has recently experienced an increasing occurrence of such activities; and

WHEREAS, these activities have caused multiple occurrences of public streets being shut down and made impassable, as well as damage to private properties and loud noises during late night hours; and

WHEREAS, in addition to prohibiting and penalizing street racing and reckless driving exhibitions, it is also necessary to prohibit and penalize the organization of, and participation in, such activities, which draw large numbers of spectators, causing a disturbance of the peace and a threat to public safety; and

WHEREAS, establishing an ordinance to prohibit the organization of and participation in street racing exhibitions and activities, as defined herein, would enable the Norcross Police Department to more effectively combat the occurrence of such behavior; and

WHEREAS, in the interests of public safety and ensuring the well-being of motorists and pedestrians, it is necessary to amend the City of Norcross Code of Ordinances to prohibit the organization of, and participation in, street racing and reckless driving exhibitions.

NOW, THEREFORE, the Mayor and Council of the City of Norcross, Georgia, do hereby ordain as follows:

An Amendment to the City Code of Ordinances, Chapter 34, entitled "Traffic and Vehicles," Article I entitled "In General."

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

I. AMENDMENT.

That the Code of Ordinances, City of Norcross, Georgia, is hereby amended by revising Chapter 34 entitled "Traffic and Vehicles," Article I, entitled "In General," to add a new Section 34-6 entitled "Street Racing and Reckless Driving Exhibitions," which reads as follows:

"Sec. 34-6. Street Racing and Reckless Driving Exhibitions

(a) Definitions. As used herein, the following terms shall have the means ascribed to them below:

"Illegal Street Racing or Reckless Driving Exhibition" shall mean a motor vehicle speed contest using public highways, streets, or rights of way in violation of applicable motor vehicle and traffic laws, including, without limitation, O.C.G.A. §§ 40-6-186, 40-6-

251 and 40-6-390. Illegal Street Racing or Reckless Driving Exhibition may include, but is not limited to, situations in which: (1) a group of motor vehicles or individuals has arrived at a location for the purpose of participating in the event; (2) a group of individuals has gathered on private property open to the general public without the consent of the owner, operator, or agent thereof for the purpose of participating in the event; (3) one or more individuals has impeded the free public use of a public street, sidewalk or highway by actions, words, or physical barriers for the purpose of conducting the event; (4) two or more vehicles have lined up with motors running for an illegal motor vehicle speed contest or exhibition of speed; (5) one or more drivers is revving his engine or spinning his tires in preparation for the event; or (6) an individual is stationed at or near one or more motor vehicles serving as a race starter

“Organizer” shall mean any individual who in any manner knowingly takes part in the planning, organization, coordination, facilitation, advertising or sharing of the location for any such illegal street race or collect moneys in connection with an Illegal Street Racing or Reckless Driving Exhibition, as defined herein.

“Participant” shall mean any individual who is knowingly present at an Illegal Street Racing or Reckless Driving Exhibition for the purpose of actively taking part in the event, through conduct including, but not limited to: riding in a race vehicle as a passenger; assisting the Organizers and/or drivers in carrying out or promoting the event; taking video or photographic images for purpose of promoting and/or profiting from the event (also known as a “spectator”); or exchanging money or anything of value with any driver, car owner, Organizer or other Participant in connection with the event. For the purpose of this definition, a person who is a mere bystander, passerby, or observer not aware of the illegal activity shall not be deemed a Participant.

(b) Violations.

1. No person shall knowingly act as an Organizer of an Illegal Street Racing or Reckless Driving Exhibition, as defined herein.
2. Except as provided elsewhere in this Article, no person shall knowingly act as a Participant in, or spectator of, an Illegal Street Racing or Reckless Driving Exhibition, as defined herein.
3. Exemption. Nothing in this Article prohibits law enforcement officers or their agents from being Participants or spectators at an Illegal Street Racing or Reckless Driving Exhibition in the course of their official duties.
4. This Article shall not apply to licensed or duly authorized racetracks, drag strips, other designated areas set aside by proper authorities for such purposes.
5. In all cases of violations of this ordinance, the individual charged shall appear in municipal court. For violation of this ordinance, prepayment of a fine without appearance shall not be permitted.

(c) Penalties.

Violations of this Article shall be punished as follows:

1. Organizers and those driving motor vehicles shall be punished by a fine not exceeding \$1,000.00, imprisonment for a term not exceeding six months, or any combination thereof, subject to all limitations contained in the Charter of the City or applicable state law.
2. All other Participants shall be punished by a fine not exceeding \$1,000.00, imprisonment for a term not exceeding six months, or any combination thereof, subject to all limitations contained in the Charter of the City or applicable state law.
3. Any motor vehicle used in Illegal Street Racing or Reckless Driving Exhibition as defined in this Article may be removed and impounded by police to the extent authorized by applicable state law, including, without limitation, O.C.G.A. §40-6-206, or pursuant to a warrant issued by a court of competent jurisdiction. An impounded vehicle may be held in impound for not less than thirty (30) days or final adjudication of the case, to the maximum extent allowed under state law.

(d) Proving a Violation.

Relevant circumstances to prove a violation. Notwithstanding any other provision of law, to prove a violation of this Article, admissible evidence may include, but is not limited to, any of the following:

1. The time of day;
2. The nature and description of the scene;
3. The number of people at the scene;
4. The location of the individual charged in relation to any individual or group present at the scene;
5. The number and description of motor vehicles at the scene;
6. That the individual charged drove or was transported to the scene;
7. That the individual charged has previously participated in an Illegal Street Racing or Reckless Driving Exhibition;
8. That the individual charged has previously aided and abetted an Illegal Street Racing or Reckless Driving Exhibition;

9. That the individual charged has previously organized an Illegal Street Racing or Reckless Driving Exhibition; or
10. That the individual charged previously was present at a location where preparations were being made for an Illegal Street Racing or Reckless Driving Exhibition or where an Illegal Street Racing or Reckless Driving Exhibition was in progress.”

III. REPEALER.

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

IV. EFFECTIVE DATE.

This Ordinance shall become effective immediately and shall remain in effect until revised or repealed by further action the Mayor and Council of the City of Norcross.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of _____, 2021.

Craig Newton, Mayor

ATTEST:

Monique Lang, City Clerk

(SEAL)

House Bill 534

By: Representatives Bonner of the 72nd, Hitchens of the 161st, Momtahan of the 17th, Corbett of the 174th, and Barton of the 5th

A BILL TO BE ENTITLED
AN ACT

1 To amend Article 2 of Chapter 11 of Title 16 of the Official Code of Georgia Annotated,
2 relating to offenses against public order, so as to provide for the offense of promoting illegal
3 drag racing and laying drags; to provide for punishment; to amend Title 40 of the Official
4 Code of Georgia Annotated, relating to motor vehicles and traffic, so as to provide for the
5 offense of reckless stunt driving; to provide for report of conviction of such offenses by
6 courts to the Department of Driver Services; to provide for conditions and limitations for
7 suspension of driver's license upon conviction; to provide for reinstatement of license after
8 suspension; to provide for classification as habitual violator; to provide for issuance of a
9 limited driving permit in certain instances; to provide for fees; to provide for punishment; to
10 provide for forfeiture of motor vehicle in certain instances; to provide for commission of
11 such offense in relation to homicide by vehicle, feticide by vehicle, serious injury by vehicle,
12 and aggressive driving; to provide for related matters; to provide for an effective date and
13 applicability; to repeal conflicting laws; and for other purposes.

14 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

H. B. 534

- 1 -

Attachment: 2021 HB 534 (21-6084 : Street Racing Ordinance)

SECTION 1.

Article 2 of Chapter 11 of Title 16 of the Official Code of Georgia Annotated, relating to offenses against public order, is amended by adding a new Code section to read as follows:

"16-11-43.1.

Any person who knowingly promotes or organizes an exhibition of illegal drag racing, in violation of Code Section 40-6-186, or of laying drags, in violation of Code Section 40-6-251, shall be guilty of a misdemeanor of a high and aggravated nature."

SECTION 2.

Title 40 of the Official Code of Georgia Annotated, relating to motor vehicles and traffic, is amended in Code Section 40-5-53, relating to when courts to send licenses and reports of convictions to department, destruction of license by department, and issuance of new license upon satisfaction of certain requirements, by revising paragraph (3) of subsection (b) as follows:

"(3) A report of any conviction for an offense covered under Code Section 40-5-54, or Code Sections ~~40-6-391~~ 40-6-390.1 through 40-6-395, or violating a federal law or regulation or the law of any state or a valid municipal or county ordinance substantially conforming to any offense covered under Code Section 40-5-54 or Code Sections ~~40-6-391~~ 40-6-390.1 through 40-6-395, regardless of the date such report of conviction is received by the department, shall be considered for purposes of revoking a driver's license in accordance with Code Section 40-5-58."

SECTION 3.

Said title is further amended by revising Code Section 40-5-57.2, which is reserved, as follows:

H. B. 534

- 2 -

Attachment: 2021 HB 534 (21-6084 : Street Racing Ordinance)

"40-5-57.2.

(a) The driver's license of any person convicted of reckless stunt driving in violation of Code Section 40-6-390.1 shall by operation of law be suspended, and such suspension shall be subject to the following terms and conditions:

(1) Upon the first conviction of any such offense, with no arrest and conviction of and no plea of nolo contendere accepted to such offense within the previous five years, as measured from the dates of previous arrests for which convictions were obtained to the date of the current arrest for which a conviction is obtained, the period of suspension shall be 12 months, provided that such person may apply to the department for early reinstatement of his or her driver's license at the end of 120 days. Such license shall be reinstated upon payment of a restoration fee of \$210.00, or \$200.00 when such reinstatement is processed by mail;

(2) Upon the second conviction of any such offense within five years, as measured from the dates of previous arrests for which convictions were obtained to the date of the current arrest for which a conviction is obtained, the period of suspension shall be for three years, provided that such person may apply to the department for early reinstatement of his or her driver's license after 18 months from the date of the conviction. Such license shall be reinstated upon payment of a restoration fee of \$310.00, or \$300.00 when such reinstatement is processed by mail; and

(3) Upon the third or subsequent conviction of any such offense within five years, as measured from the dates of previous arrests for which convictions were obtained to the date of the current arrest for which a conviction is obtained, such person shall be considered a habitual violator, and such person's license shall be revoked as provided for in Code Section 40-5-58. A driver's license suspension imposed under this paragraph shall run concurrently with and shall be counted toward the fulfillment of any period of revocation imposed directly under Code Sections 40-5-58 and 40-5-62, provided that such revocation arose from the same act for which the suspension was imposed.

H. B. 534

- 3 -

Attachment: 2021 HB 534 (21-6084 : Street Racing Ordinance)

(b) Except as provided in Code Section 40-5-76, whenever a person is convicted of reckless stunt driving in violation of Code Section 40-6-390.1, the court in which such conviction is entered shall require the surrender of any driver's license then held by the person so convicted, and the court shall thereupon forward such license and a copy of its order to the department within ten days after the conviction. The method of calculating the periods of suspension provided for in this Code section shall be governed by subsection (e) of Code Section 40-5-61.

(c) Application for reinstatement of a driver's license under paragraph (1) or (2) of subsection (a) of this Code section shall be made on such forms as the commissioner may prescribe and shall be accompanied by the applicable restoration fee.

(d) Except as provided in subsection (a) of this Code section, it shall be unlawful for any person to operate any motor vehicle in this state after such person's license has been suspended pursuant to this Code section if such person has not thereafter obtained a valid license or limited permit. Any person who is convicted of operating a motor vehicle before the department has reinstated such person's license or before obtaining a limited driving permit or probationary license shall be punished by a fine of not less than \$750.00 nor more than \$5,000.00 or by imprisonment in the penitentiary for not more than 12 months, or both. Reserved."

SECTION 4.

Said title is further amended by revising Code Section 40-5-58, relating to habitual violators and probationary licenses, as follows:

"40-5-58.

(a) As used in this Code section, 'habitual violator' means any person who has been arrested and convicted within the United States three or more times within a five-year period of time, as measured from the dates of previous arrests for which convictions were obtained to the date of the most recent arrest for which a conviction was obtained, of:

H. B. 534

- 4 -

(1) Committing any offense covered under Code Section 40-5-54 or Code Sections ~~40-6-391~~ 40-6-390.1 through 40-6-395 or violating a federal law or regulation or the law of any state or a valid municipal or county ordinance substantially conforming to any offense covered under Code Section 40-5-54 or Code Sections ~~40-6-391~~ 40-6-390.1 through 40-6-395; or

(2) Singularly or in combination, any of the offenses described in paragraph (1) of this subsection.

(b) When the records of the department disclose that any person is a habitual violator as defined in subsection (a) of this Code section, the department shall forthwith notify such person that his or her driver's license has been revoked by operation of law and that it shall be unlawful for such habitual violator to operate a motor vehicle in this state unless otherwise provided in this Code section. Notice shall be given by certified mail or statutory overnight delivery, with return receipt requested; or, in lieu thereof, notice may be given by personal service upon such person.

(c)(1) Except as provided in paragraph (2) of this subsection or in subsection ~~(e)~~ (d) of this Code section, it shall be unlawful for any person to operate any motor vehicle in this state after such person has received notice that his or her driver's license has been revoked as provided in subsection (b) of this Code section, if such person has not thereafter obtained a valid driver's license. Any person declared to be a habitual violator and whose driver's license has been revoked under this Code section and who is thereafter convicted of operating a motor vehicle before the department has issued such person a driver's license or before the expiration of five years from such revocation, whichever occurs first, shall be punished by a fine of not less than \$750.00 or by imprisonment in the penitentiary for not less than one nor more than five years, or both. Any person declared to be a habitual violator and whose driver's license has been revoked and who is convicted of operating a motor vehicle after the expiration of five years from such

117 revocation but before the department has issued such person a driver's license shall be
118 guilty of a misdemeanor.

119 (2) Any person declared to be a habitual violator as a result of three or more convictions
120 of violations of Code Section 40-6-391 within a five-year period of time, as measured
121 from the dates of previous arrests for which convictions were obtained to the date of the
122 most recent arrest for which a conviction was obtained, and who is thereafter convicted
123 of operating a motor vehicle during such period of revocation, prior to the issuance of a
124 probationary license under subsection ~~(e)~~ (d) of this Code section or before the expiration
125 of five years, shall be guilty of the felony of habitual impaired driving and shall be
126 punished by a fine of not less than \$1,000.00 or by imprisonment in the penitentiary for
127 not less than one nor more than five years, or both.

128 ~~(d) Notwithstanding any contrary provisions of Code Section 17-7-95 or 24-4-410, for the~~
129 ~~purposes of this Code section, any plea of nolo contendere entered and accepted after~~
130 ~~January 1, 1976, shall be considered a conviction.~~

131 ~~(e)~~(d)(1) Notwithstanding any contrary provisions of this Code section or any other Code
132 section of this chapter, any person who has been declared a habitual violator and who has
133 had his or her driver's license revoked under subsection (b) of this Code section for a
134 period of five years and two years have expired since the date on which such person's
135 license was surrendered or an affidavit was accepted as provided in subsection (e) of
136 Code Section 40-5-61 may be issued a probationary driver's license for a period of time
137 not to exceed three years upon compliance with the following conditions:

138 (A) Such person has not been convicted, or pleaded nolo contendere to a charge, of
139 violating any provision of this chapter, Chapter 6 of this title, or any local ordinance
140 relating to the movement of vehicles for a period of two years immediately preceding
141 the application for a probationary driver's license;

(B) Such person has not been convicted, or pleaded nolo contendere to a charge, of a violation of any provision of this chapter or Chapter 6 of this title which resulted in the death or injury of any individual;

(C) Such person has successfully completed, prior to the issuance of the probationary driver's license, a defensive driving course approved by the commissioner pursuant to Code Section 40-5-83 or a DUI Alcohol or Drug Use Risk Reduction Program as designated by the department;

(D) Reserved;

(E) Such person shall submit a sworn affidavit that such person does not excessively use alcoholic beverages and does not illegally use controlled substances or marijuana when a person has been declared a habitual violator based upon a violation of a state law or local ordinance involving Code Section 40-6-391. It shall be a misdemeanor to falsely swear on such affidavit and, upon conviction, the probationary license shall be revoked. No probationary license shall be issued during the remainder of the revocation period, and no driver's license shall be issued for the remainder of the original revocation period or for a period of two years from the date of conviction under this subparagraph;

(F) Such person submits proof of financial responsibility as provided in Chapter 9 of this title; and

(G) Refusal to issue a probationary driver's license would cause extreme hardship to the applicant. For the purposes of this subsection, the term 'extreme hardship' means that the applicant cannot reasonably obtain other transportation, and, therefore, the applicant would be prohibited from:

(i) Going to his or her place of employment or performing the normal duties of his or her occupation;

(ii) Receiving scheduled medical care or obtaining prescription drugs;

(iii) Attending a college or school at which he or she is regularly enrolled as a student;

(iv) Attending regularly scheduled sessions or meetings of support organizations for persons who have addiction or abuse problems related to alcohol or other drugs, which organizations are recognized by the commissioner; or

(v) Attending under court order any driver education or improvement school or alcohol or drug treatment program or course approved by the court which entered the judgment of conviction resulting in revocation of his or her driver's license or by the commissioner.

(2) Application for a probationary driver's license shall be made upon such forms as the commissioner may prescribe. Such forms shall require such information as is necessary for the department to determine the need for such license. All applications shall be signed by the applicant before a person authorized to administer oaths.

(3) Upon compliance with the above conditions and the payment of a fee of \$210.00, or \$200.00 when processed by mail, such person may be issued a probationary driver's license by the department. Upon payment of a fee in an amount the same as that provided by Code Section 40-5-25 for issuance of a Class C driver's license, a person may be issued a replacement for a lost or destroyed probationary driver's license issued to him or her.

(4) A probationary driver's license shall be endorsed with such conditions as the commissioner deems necessary to ensure that such license will be used by the licensee only to avoid the conditions of extreme hardship. Such conditions may include the following restrictions:

(A) Specific places between which the licensee may be allowed to operate a motor vehicle;

(B) Routes to be followed by the licensee;

(C) Times of travel;

(D) The specific vehicles which the licensee may operate; and

(E) Such other restrictions as the department may require.

(5) A probationary driver's license issued pursuant to this Code section shall become invalid upon the expiration of the period of the suspension or revocation of the driver's license of such person.

(6)(A)(i) Any probationary licensee violating the provisions of paragraph (4) of this subsection or operating a vehicle in violation of any conditions specified in this subsection shall be guilty of a misdemeanor.

(ii) Except as provided in division (iii) of this subparagraph, any probationary licensee violating any state law or local ordinance involving an offense listed in Code Section 40-5-54, 40-6-390.1, or ~~Code Section 40-6-391~~ shall be guilty of a felony and shall be punished by a fine of not less than \$1,000.00 or by imprisonment in the penitentiary for not less than one nor more than five years, or both.

(iii) Any probationary licensee violating any state law or local ordinance involving a felony offense listed in Code Section 40-5-54 shall be guilty of a felony and shall be punished as is provided for conviction of such felony.

(B) Any probationary licensee who is convicted of violating, or who pleads nolo contendere to a charge of violating, any state law or local ordinance involving an offense listed in Code Section 40-5-54, 40-6-390.1, or ~~Code Section 40-6-391~~ or any probationary licensee who is convicted of violating, or who pleads nolo contendere to a charge of violating, the conditions endorsed on ~~his~~ such license, shall have his or her license revoked by the department. Any court in which such conviction is had or in which said nolo contendere plea is accepted shall require the licensee to surrender the license to the court. The court shall forward the license to the department within ten days after the conviction or acceptance of the plea, with a copy of the conviction. Any person whose probationary license is revoked for committing an offense listed in Code Section 40-5-54, 40-6-390.1, or ~~Code Section 40-6-391~~ shall not be eligible to apply

for a regular driver's license until the expiration of the original five-year revocation period during which the probationary license was originally issued or for a period of two years following the conviction, whichever is greater.

(C) If the commissioner has reason to believe or makes a preliminary finding that the requirements of the public safety or welfare outweigh the individual needs of a person for a probationary license, the commissioner, in his or her discretion, after affording the person notice and an opportunity to be heard, may refuse to issue the license under this subsection.

(D) Any person whose probationary driver's license has been revoked shall not be eligible to apply for a subsequent probationary license under this Code section for a period of five years.

(7) Any person whose probationary license has been revoked or who has been refused a probationary license by the department may make a request in writing for a hearing to be provided by the department. Such hearing shall be provided by the department within 30 days after the receipt of such request and shall follow the procedures required by Chapter 13 of Title 50, the 'Georgia Administrative Procedure Act.' Appeal from such hearing shall be in accordance with Chapter 13 of Title 50.

~~(f)~~(e) If a person's license was revoked for a violation of Code Section 40-6-391 resulting from a motor vehicle collision in which any person lost his or her life, the person whose license was revoked shall not be entitled to a probationary license as set forth in this Code section."

SECTION 5.

Said title is further amended in Code Section 40-5-64, relating to limited driving permits for certain offenders, by revising subsections (a) and (e) as follows:

246 "(a) **To whom issued.**

247 (1) Notwithstanding any contrary provision of this Code section or Code Section
248 40-5-57, 40-5-57.2, 40-5-63, 40-5-75, 40-5-121, or 42-8-111, any person who has not
249 been previously convicted or adjudicated delinquent for a violation of Code Section
250 40-6-391 within five years, as measured from the dates of previous arrests for which
251 convictions were obtained or pleas of nolo contendere were accepted to the date of the
252 current arrest, may apply for a limited driving permit when ~~that~~:

253 ~~(A) That person's driver's license had a suspension imposed prior to July 1, 2015, under~~
254 ~~Code Section 40-5-22 or that person's driver's license has been suspended in accordance~~
255 ~~with subsection;~~

256 ~~(i) Subsection (d) of Code Section 40-5-57, paragraph;~~

257 ~~(ii) Paragraph (1) of subsection (a) of Code Section 40-5-57.2;~~

258 ~~(iii) Paragraph (1) of subsection (a) of Code Section 40-5-63, paragraph;~~

259 ~~(iv) Paragraph (1) of subsection (a) of Code Section 40-5-67.2, or subsection; or~~

260 ~~(v) Subsection (a) of Code Section 40-5-57.1, when the person is 18 years of age or~~
261 ~~older and his or her license was suspended for exceeding the speed limit by 24 miles~~
262 ~~per hour or more but less than 34 miles per hour, and the; and~~

263 ~~(B) The sentencing judge, in his or her discretion, decides it is reasonable to issue a~~
264 ~~limited driving permit.~~

265 (2) No person who has been granted an exemption from the ignition interlock device
266 requirements of Article 7 of Chapter 8 of Title 42 due to undue financial hardship under
267 Code Section 42-8-111 shall be eligible for a limited driving permit, an ignition interlock
268 device limited driving permit, or any other driving privilege for a period of one year.

269 (3) To the extent a person is subject to more than one suspension for which a limited
270 driving permit may be issued, the department shall not issue such permit unless the
271 suspensions are for a conviction for driving under the influence in violation of Code
272 Section 40-6-391 imposed pursuant to Code Section 40-5-63 and an administrative

suspension imposed pursuant to paragraph (1) of subsection (a) of Code Section 40-5-67.2 arising from the same incident."

"(e) Fees, duration, renewal, and replacement of limited driving permit.

(1) A limited driving permit issued pursuant to this Code section shall be \$25.00 and shall become invalid upon ~~the driver's eighteenth birthday in the case of a suspension under paragraph (2) of subsection (a.1) of Code Section 40-5-22, upon the:~~

(A) The expiration of one year following issuance thereof in the case of a suspension for:

(i) For an offense listed in Code Section 40-5-54 or a suspension under;

(ii) Under Code Section 40-5-57 or a suspension in;

(iii) Under Code Section 40-5-57.2; or

(iv) In accordance with paragraph (1) of subsection (a) of Code Section 40-5-63 for a violation of Code Section 40-6-391, or upon the;

(B) The expiration of 30 days in the case of an administrative license suspension in accordance with paragraph (1) of subsection (a) of Code Section 40-5-67.2; except that such limited driving permit shall expire upon any or

(C) Any earlier reinstatement of the driver's license.

(2) A person may apply to the department for a limited driving permit immediately following such conviction if he or she has surrendered his or her driver's license to the court in which the conviction was adjudged or to the department if the department has processed the administrative driver's license suspension form or conviction. Upon the applicant's execution of an affidavit attesting to such facts and to the fact that the court had not imposed a suspension or revocation of his or her driver's license or driving privileges inconsistent with the driving privileges to be conferred by the limited driving permit applied for, the department may issue such person a limited driving permit.

(3) Limited driving permits issued pursuant to this Code section are renewable upon payment of a renewal fee of \$5.00. Such permits may be renewed one time after the

person is eligible to reinstate his or her driver's license for the violation that was the basis of the issuance of the permit.

(4) Upon payment of a fee in an amount the same as that provided by Code Section 40-5-25 for issuance of a Class C driver's license, a person may be issued a replacement for a lost or destroyed limited driving permit issued to him or her."

SECTION 6.

Said title is further amended by adding a new Code section to read as follows:

"40-6-390.1.

(a) Any person who operates any vehicle while drag racing, in violation of Code Section 40-6-186, or laying drags, in violation of Code Section 40-6-251, in reckless disregard for the safety of persons on a highway or upon private property without express authorization from the owner of such property commits the offense of reckless stunt driving and, upon conviction thereof, shall be guilty of:

(1) For the first conviction with no conviction of and no plea of nolo contendere accepted to a charge of violating this Code section within the previous ten years, a misdemeanor of a high and aggravated nature to be punished by a fine of \$1,500.00 or imprisonment for a period not to exceed 12 months, or both;

(2) For the second conviction in a ten-year period of time, a misdemeanor of a high and aggravated nature to be punished by a fine of \$3,000.00 or imprisonment for a period not to exceed 12 months, or both; and

(3) For the third or subsequent conviction in a ten-year period of time, a felony to be punished by a fine of \$5,000.00 or imprisonment for a period not less than 12 months nor more than five years, or both.

(b)(1) Any motor vehicle operated by an individual who has been previously convicted of two or more violations of this Code section within ten years that was used in a

subsequent violation of this Code section is declared to be contraband and subject to forfeiture in accordance with the procedures set forth in Chapter 16 of Title 9.

(2) In any case where a vehicle which is the only family vehicle is determined to be subject to forfeiture, the court may, if it determines that the financial hardship to the family as a result of the forfeiture and sale outweighs the benefit to the state from such forfeiture, order the title to the vehicle transferred to such other family member who is a duly licensed operator and who requires the use of such vehicle for employment or family transportation purposes. Such transfer shall be subject to any valid liens and shall be granted only once.

(c) For purposes of this Code section, the occurrence of a previous conviction shall be measured from the dates of previous arrests for which convictions were obtained or pleas of nolo contendere were accepted to the date of the current arrest for which a conviction is obtained or a plea of nolo contendere is accepted."

SECTION 7.

Said title is further amended in Code Section 40-6-393, relating to homicide by vehicle, by revising subsections (a) and (c) as follows:

"(a) Any person who, without malice aforethought, causes the death of another person through the violation of subsection (a) of Code Section 40-6-163, Code ~~Section~~ Sections 40-6-390 ~~or through~~ 40-6-391, or subsection (a) of Code Section 40-6-395 commits the offense of homicide by vehicle in the first degree and, upon conviction thereof, shall be punished by imprisonment for not less than three years nor more than 15 years."

"(c) Any person who causes the death of another person, without an intention to do so, by violating any provision of this title other than subsection (a) of Code Section 40-6-163, subsection (b) of Code Section 40-6-270, Code ~~Section~~ Sections 40-6-390 ~~or through~~ 40-6-391, or subsection (a) of Code Section 40-6-395 commits the offense of homicide by

vehicle in the second degree when such violation is the cause of said death and, upon conviction thereof, shall be punished as provided in Code Section 17-10-3."

SECTION 8.

Said title is further amended in Code Section 40-6-393.1, relating to feticide by vehicle and penalties, by revising subsection (c) as follows:

"(c)(1) A person commits the offense of feticide by vehicle in the second degree if he or she causes the death of an unborn child by any injury to the mother of such child by violating any provision of this title other than Code ~~Section~~ Sections 40-6-390 or through 40-6-391, which would be homicide by vehicle in the second degree as provided in subsection (c) of Code Section 40-6-393 if it resulted in the death of such mother.

(2) A person convicted of the offense of feticide by vehicle in the second degree shall be punished as provided in Code Section 17-10-3."

SECTION 9.

Said title is further amended in Code Section 40-6-394, relating to serious injury by vehicle and penalty, by revising subsection (b) as follows:

"(b) Any person who, without malice aforethought, causes an accident that results in bodily harm while violating Code ~~Section~~ Sections 40-6-390 or through 40-6-391 commits the crime of serious injury by vehicle. A person convicted of violating this subsection shall be guilty of a felony and shall be punished by imprisonment for not less than one year nor more than 15 years."

SECTION 10.

Said title is further amended by revising Code Section 40-6-397, relating to aggressive driving and penalty, as follows:

373 "40-6-397.

374 (a) A person commits the offense of aggressive driving when he or she operates any motor
375 vehicle with the intent to annoy, harass, molest, intimidate, injure, or obstruct another
376 person, including without limitation violating Code Section 40-6-42, 40-6-48, 40-6-49,
377 40-6-123, 40-6-184, 40-6-312, ~~or~~ 40-6-390, or 40-6-390.1 with such intent.

378 (b) Any person convicted of aggressive driving shall be guilty of a misdemeanor of a high
379 and aggravated nature."

380 **SECTION 11.**

381 This Act shall become effective upon its approval by the Governor or upon its becoming law
382 without such approval and shall apply to all offenses committed on and after such date.

383 **SECTION 12.**

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

Senate Bill 10

By: Senators Jones of the 10th, Butler of the 55th, James of the 35th, Seay of the 34th,
Davenport of the 44th and others

A BILL TO BE ENTITLED
AN ACT

1 To amend Article 2 of Chapter 11 of Title 16 of the Official Code of Georgia Annotated,
2 relating to offenses against public order, so as to provide for an offense of promoting illegal
3 drag racing and laying drags; to provide for an offense of knowingly attending an illegal drag
4 race or laying drags exhibition; to provide for punishment; to amend Title 40 of the Official
5 Code of Georgia Annotated, relating to motor vehicles and traffic, so as to provide for
6 classification and registration of high-performance vehicles; to provide for the issuance of
7 special license plates for high-performance vehicles; to provide for penalties; to provide for
8 the assessment of points for the offense of laying drags; to reclassify the offenses of drag
9 racing and laying drags as high and aggravated misdemeanors; to provide for minimum fines
10 for such offenses; to provide for the impoundment and storage of certain vehicles used in
11 drag racing and laying drags; to provide for related matters; to provide for a short title; to
12 provide for an effective date and applicability; to repeal conflicting laws; and for other
13 purposes.

14 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

15 **SECTION 1.**

16 This Act shall be known as and may be cited as the "Jaye Mize Law."

S. B. 10

- 1 -

Attachment: 2021 SB 10 (21-6084 : Street Racing Ordinance)

SECTION 2.

Article 2 of Chapter 11 of Title 16 of the Official Code of Georgia Annotated, relating to offenses against public order, by adding a new Code section to read as follows:

"16-11-43.1.

(a) Any person who knowingly promotes or advertises an exhibition of drag racing, in violation of Code Section 40-6-186, or laying drags, in violation of Code Section 40-6-251, shall be guilty of a misdemeanor of a high and aggravated nature.

(b) Any person who is knowingly present only as a spectator at any place for an exhibition of drag racing, in violation of Code Section 40-6-186, or laying drags, in violation of Code Section 40-6-251, shall be guilty of a misdemeanor."

SECTION 3.

Title 40 of the Official Code of Georgia Annotated, relating to motor vehicles and traffic, is amended by adding a new Code section to read as follows:

"40-2-48.

(a) For purposes of this Code section, the term 'high-performance vehicle' means a motor vehicle which is not a common carrier or commercial motor vehicle and that is manufactured or converted to hold a rating of 650 horsepower or greater.

(b) Any vehicle required to be registered by Code Section 40-2-20 which is a high-performance vehicle shall be registered with the commissioner prior to operation and use thereof. Such registration shall be made upon forms prescribed and prepared by the commissioner for such purpose and, in addition to the information set forth in Code Section 40-2-26, shall contain the name and address of the person who converted the vehicle to a high-performance vehicle if such vehicle has been converted. Upon the filing of a properly executed application for registration and payment of a license fee of \$35.00, the commissioner shall issue a license plate which shall be displayed upon such vehicle in the same manner as provided for in Code Section 40-2-41.

(c) The commissioner shall design a high-performance vehicle license plate which shall be similar in appearance to license plates issued pursuant to this chapter, except it shall be prominently marked in such a manner as to identify the vehicle as a high-performance vehicle.

(d) License plates issued under this Code section shall not be transferred to any other vehicle unless such vehicle is a high-performance vehicle and except as provided in Code Section 40-2-42.

(e) No person owning or operating a high-performance vehicle shall display upon the motor vehicle any license plate provided for in this Code section unless at the time of such ownership or operation such vehicle qualifies as a high-performance vehicle pursuant to this Code section. Any person who violates this subsection shall be guilty of a misdemeanor.

(f) Any person who owns or operates a high-performance vehicle who fails to display a license plate issued pursuant to this Code section shall be guilty of a misdemeanor.

(g) The department shall be authorized to promulgate rules and regulations to implement the provisions of this Code section."

SECTION 4.

Said title is further amended in Code Section 40-5-57, relating to suspension or revocation of license of habitually negligent or dangerous driver and point system, by revising subparagraph (c)(1)(A) as follows:

"(c)(1)(A) Except as provided in subparagraph (C) of this paragraph, the points to be assessed for each offense shall be as provided in the following schedule:

- (i) Aggressive driving 6 points
- (ii) Reckless driving 4 points
- (iii) Unlawful passing of a school bus 6 points
- (iv) Improper passing on a hill or a curve 4 points

S. B. 10

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69	(v) Exceeding the speed limit by more than 14 miles per hour	
70	but less than 19 miles per hour	2 points
71	(vi) Exceeding the speed limit by 19 miles per hour or more	
72	but less than 24 miles per hour	3 points
73	(vii) Exceeding the speed limit by 24 miles per hour or more	
74	but less than 34 miles per hour	4 points
75	(viii) Exceeding the speed limit by 34 miles per hour or more	6 points
76	(ix) Disobedience of any traffic-control device or traffic officer	3 points
77	(x) Too fast for conditions	0 points
78	(xi) Possessing an open container of an alcoholic beverage	
79	while driving	2 points
80	(xii) Failure to adequately secure a load, except fresh farm	
81	produce, resulting in loss of such load onto the roadway	
82	which results in an accident	2 points
83	(xiii) Violation of child safety restraint requirements, first offense	1 point
84	(xiv) Violation of child safety restraint requirements, second or	
85	subsequent offense	2 points
86	(xv) First violation of Code Section 40-6-241	1 point
87	(xvi) Second violation of Code Section 40-6-241	2 points
88	(xvii) Third or subsequent violation of Code Section 40-6-241	3 points
89	(xviii) <u>Laying drags in violation of Code Section 40-6-251</u>	<u>8 points</u>
90	(<u>xvii</u>) All other moving traffic violations which are not speed limit	
91	violations	3 points"

SECTION 5.

Said title is further amended by revising Code Section 40-6-186, relating to racing on highways, as follows:

"40-6-186.

(a) As used in this Code section, the term:

(1) 'Drag race' means the operation of two or more vehicles from a point side by side at accelerated speeds in a competitive attempt to outdistance each other or the operation of one or more vehicles over a common selected course from the same point to the same point for the purpose of comparing the relative speeds or power of acceleration of such vehicle or vehicles within a certain distance or time limit.

(2) 'Racing' means the use of one or more vehicles in an attempt to outgain, outdistance, or prevent another vehicle from passing, to arrive at a given destination ahead of another vehicle or vehicles, or to test the physical stamina or endurance of drivers over long-distance driving routes.

(b) No person shall drive any vehicle on a highway in this state in any race, speed competition or contest, drag race or acceleration contest, test of physical endurance, exhibition of speed or acceleration, or for the purpose of making a speed record, and no person shall in any manner participate in any such race, competition of speed, contest of speed, or test or exhibition of speed.

(c) Any person convicted of violating subsection (b) of this Code section shall be guilty of a misdemeanor of a high and aggravated nature and punished by a fine of no less than \$2,500.00.

(d) Any vehicle operated in violation of subsection (b) of this Code section which qualifies as a high-performance vehicle pursuant to Code Section 40-2-48 shall be impounded and stored at the operator's risk and expense until the adjudication of the offense."

SECTION 6.

Said title is further amended by revising Code Section 40-6-251, relating to driving in circular or zigzag course and "laying drags," as follows:

"40-6-251.

(a) No driver of any motor vehicle shall operate the vehicle upon ~~the public streets,~~ highways, public or private driveways, airport runways, or parking lots in such a manner as to create a danger to persons or property by intentionally and unnecessarily causing the vehicle to move in a zigzag or circular course or to gyrate or spin around, except to avoid a collision or injury or damage.

(b) The offenses described in this Code section shall be sufficiently identified on any traffic ticket, warrant, accusation, or indictment when referred to as 'laying drags.'

(c) This Code section shall not apply to drivers operating vehicles in or on any raceway, drag strip, or similar place customarily and lawfully used for such purposes.

(d) Any person violating subsection (a) of this Code section shall be guilty of a misdemeanor of a high and aggravated nature and punished by a fine of no less than \$2,500.00.

(e) Any motor vehicle operated in violation of subsection (a) of this Code section which qualifies as a high-performance vehicle pursuant to Code Section 40-2-48 shall be impounded and stored at the operator's risk and expense until the adjudication of the offense."

SECTION 7.

This Act shall become effective on July 1, 2021, and shall apply to all offenses committed on and after such date.

SECTION 8.

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

S. B. 10

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Attachment: 2021 SB 10 (21-6084 : Street Racing Ordinance)



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

City of Norcross

Legislation Details (With Details)

File #:	21-6045	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/5/2021 6:30 PM	In Control:	Policy Work Session
Title:	Flock Safety Memorandum of Understanding		

Sponsors:

Code Sections:

Attachments:

1. [Flock Safety MOU Agenda Report - NPD - 031521](#)
2. [Flock Safety \(MOU\) Community Safety Program Terms \(Final\) 3.02.2021 \(004\)](#)

Title

Flock Safety Memorandum of Understanding

Drafter

Bill Grogan

Motion

A motion to Approve/Deny the attached Memorandum Of Understanding (MOU) with Flock Safety to allow Norcross Police Department personnel direct access to recorded video outside the City for investigation purposes.



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

Agenda Report

To: Mayor and Council

From: Bill Grogan, Chief of Police

Meeting Date: March 15, 2021 – Policy Work Session

Item No.: 21-6045

Title: Memorandum Of Understanding (MOU) with Flock Safety to allow NPD personnel direct access to recorded video outside the City for investigation purposes.

CC: Eric Johnson

Recommendation

Approve the MOU with Flock Safety.

Background

Persons engaged in criminal activities and enterprises do not respect geographical jurisdictional boundaries. Therefore, detectives utilize various resources elsewhere to solve cases here in Norcross. Flock Safety is a video surveillance hardware/software provider used by many law enforcement agencies in the metro-Atlanta area, including Gwinnett County PD. NPD detectives often need access to the video collected by Flock to aid in their investigation efforts. Currently, they must call the applicable police agency and request video retrieval. This causes unnecessary delays. Flock Safety will grant our detectives direct access to that video, at no cost, but require a signed MOU.

Financial Impact

None

Consistent with Comprehensive Plan?

There is no conflict of this item with the City's Comprehensive plan.

Next Steps

Mayor Newton's signature on page 5.

Attachments

- 1) Flock Safety (MOU) ... docx

Update

This MOU was presented initially to Council at the February policy work session but required some changes. It has been revised by our City's legal team and approved by Flock Safety.

MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter “**MOU**”) is entered into by and between Flock Group, Inc. with a place of business at 2588 Winslow Drive, Atlanta, GA 30305 (“**Flock**”) and City of Norcross with a place of business at 65 Lawrenceville Street, NW, Norcross, Georgia 30071 (“**Agency**”) (each a “**Party**”, and together, the “**Parties**”).

Whereas, Agency desires to access Flock’s technology platform and Flock Safety dashboard (together, the “**Flock Service**”) for investigative purposes, in order to view and search photos and videos recorded by Flock (“**Recordings**”) which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection;

Whereas, Flock desires to share such photos, videos and supplemental data with Agency pursuant to the following terms and conditions:

1. **Purpose.** To allow the Agency to utilize the Flock Services for the following purpose: to gain awareness with respect to the communities for which they serve to protect and facilitate investigations (the “Purpose”).

2. **Access Rights to Flock Services.** Subject to the terms and conditions contained in this MOU, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Service during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions herein. For purposes of this MOU, “Authorized Users” will mean employees, agents, or officers of Agency accessing or using the Flock Services for the Purpose. Agency acknowledges and agrees that, as between Agency and Flock, Agency shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which would constitute a breach of this MOU, shall be deemed a breach of this MOU by Agency. Agency shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU as applicable to such Authorized User’s use of the Flock Service, and shall cause Authorized Users to comply with such provisions.

3. **Restrictions on Use.** Agency will not, and will not permit any Authorized Users or any third party to, (i) copy or duplicate any of the Flock Service; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Service is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Service, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock Service; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Service; or (vi) assign, sublicense, sell, resell,

lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2. Agency may only access Recordings and Flock Service to perform the Purpose, as described in Section 1. Agency shall not use the Flock Service in any manner not permitted by appropriate governing Federal and State regulations or laws; Agency represents and warrants that, in receiving access to Flock Services, such video and supplemental data shall be used solely for purposes authorized by law and described in this MOU. Nothing herein contained shall apply to responding to an Open Records Request.

4. **Ownership.** As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title and interest in and to the Flock Service, and its components and any Recordings or data provided by Flock through the Flock Service, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this MOU. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

5. **Warranty.** Flock and its licensors make no express or implied warranty as to the conditions of the Recordings, or fitness for a particular research, data, investigative purpose or resulting actions or omissions resulting from videos and supplemental data obtained by Agency through the use of Flock Services.

6. **Financial Implications to Agency.** No financial commitment by Agency is required to access the Flock Services or Recordings.

7. **Term; Termination.**

A. **Term.** This MOU will commence once executed by both parties and shall continue for a period of Five (5) years.

B. **Termination.** Prior to expiration of the Term, Flock may terminate this MOU for its convenience, and in its sole discretion, by providing Agency thirty (30) days prior written notice of termination. Agency may terminate this MOU for its convenience, and in its sole discretion, by providing Flock ninety (90) days prior written notice of termination. Either party may terminate this MOU upon written notice if the other party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Upon termination of this MOU, Agency will immediately cease all use of Flock Services. This MOU is subject to termination without written notice after expiration of the Term.

8. **Indemnification.** Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. For tort liability

purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties.

9. Limitation of Liability.

A. Limitation on Direct Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN THE FEES PAID TO FLOCK UNDER THIS MOU, OR \$100 IN UNITED STATES CURRENCY, WHICHEVER IS GREATER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

B. Waiver of Consequential Damages. IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Confidentiality.

A. Obligations. During the performance of services and Agency's use of the Flock Service under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions.

i. The term "Agency Confidential Information" shall mean any material, data, systems, procedures and other information of or with respect to Agency that is not be accessible or known to the general public, including information concerning its hardware, software, business plans or opportunities, business strategies, finances, employees, and third-party proprietary or other information that Agency treats as confidential. Flock shall not use, publish or divulge any Agency Confidential Information except (i) in connection with Flock's provision of Software and services pursuant to this Agreement, (ii) to Flock's officers, directors, employees, agents and contractors who need to know such information to enable Flock to provide Software and services pursuant to this Agreement, or (iii) with the prior written consent of Agency, which consent Agency may withhold in its sole discretion.

ii. The term "Flock Confidential Information" means any material, data, systems, procedures and other information of or with respect to Flock that is not accessible to or known to the general public, including, without limitation, the software, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support third-party proprietary or other information that Flock treats as confidential. Agency shall not use, publish or divulge any Flock Confidential Information except (i) to its employees, agents and officers who need to know such information to enable Agency to use the Flock Services, or (ii) with the prior written consent of Flock, which consent Flock may withhold in its sole discretion.

iii. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each party to protect confidential information received from the other party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning the Confidentiality section herein, shall survive any termination of this MOU.

B. Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third-party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act shall not be considered a breach of this MOU; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

11. Entire Agreement. This MOU is complete and contains the entire understanding between the Parties relating to the sharing of Recordings and Confidential Data by and between Flock and Agency. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by both Parties.

12. Severability. Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

13. Miscellaneous. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission To the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. This MOU shall be governed by the laws of the state in which the Agency is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

BY: Flock Group, Inc.

Flock Group, Inc.	Agency
Signed By:	Signed By:
Name:	Name:
Title:	Title:
Date:	Date:



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

City of Norcross

Legislation Details (With Details)

File #:	21-6085	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/5/2021 6:30 PM	In Control:	Policy Work Session
Title:	Financial Advisor Contract		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Item - Financial Advisor Contract](#)
2. [FA Agreement Norcross \(City of\) 3.2021](#)

Title

Financial Advisor Contract

Drafter

Eric Johnson

Motion

A motion to Approve/Deny a recommendation to approve a financial services contract with Piper Sandler & Co. to serve as the City's financial advisor through May 31, 2022.



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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager, and Bill Grogan, Chief of Police

Meeting Date: March 15, 2021

Item No.: 21-6085

Title: Approve financial services contract with Piper Sandler & Co.

CC:

Recommendation

Approve financial services contract with Piper Sandler & Co. to serve as the City's financial advisor through May 31, 2022.

Background

Piper Jaffrey and Co. previously served as the City's financial advisor through August 2020 and, as Piper Sandler and Co., currently serves as the Downtown Development Authority (DDA) financial advisor through May 31, 2022. The City currently has no financial advisor under contract.

A financial advisor performs a variety of roles related to the planned issuance of bonds as well as other related activities such as evaluating options, facilitating credit rating agency meetings and materials, advising on potential refunding or refinancing options, assisting on economic incentives, and advising on budget and other financial issues.

The recommended term will allow the expiration of this contract to coincide with that of the DDA and facilitate the opportunity in early 2022 to either combine contracts on the expiration of the two contracts or continue to have separate contracts. At that time, the City and DDA can also consider whether to issue a request for proposals (RFP) or extend one or both contracts with Piper Sandler & Co.

Financial Impact

The cost of financial advisory services for issuance of debt, as reflected in the attached contract, are \$10.00 per \$1,000 principal amount of debt plus out of pocket expenses approved by the City, and contingent on closing of the

65 LAWRENCEVILLE STREET, NORCROSS, GEORGIA 30071
(678) 421-2027 **UPSTAIRS CITY HALL** (770) 242-0824 **FAX** (770) 448-2111 **POLICE DEPARTMENT**
<http://www.norcrossga.net>

Attachment: Agenda Item - Financial Advisor Contract (21-6085 : Financial Advisor Contract)

bond(s), or \$250 per hour for other services. Those costs would be factored into bond issuance costs, covered through budgeted professional services funding, or requested for appropriation as necessary. Additional details can be found in sections IV and VII.

Next Steps

The contract will be effective upon execution by both parties.

Attachments

Financial Services Agreement

Update

Not applicable.

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on March ____, 2021 by and between City of Norcross, Georgia (the Client) and Piper Sandler & Co. (Piper Sandler or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. Scope of Services.

(A) **Services to be provided.** Piper Sandler is engaged by the Client to provide services with respect to the planned issuance of the Client's bonds to be issued from time to time during the term of this Agreement (the Issue(s)).

(B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:

1. Evaluate options or alternatives with respect to the proposed new Issue(s),
2. Review recommendations made by other parties to the Client with respect to the new Issue(s).
3. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
4. Assist the Client in establishing a plan of financing
5. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
6. Prepare the financing schedule
7. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum
8. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
9. Attend meetings of the Client's governing body, as requested
10. Advise the Client on the manner of sale of the Issue
11. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
12. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
13. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
14. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the Client, advise on the acceptability of the underwriter's pricing and offer to purchase
15. Assist the Client in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
16. Respond to questions from underwriters
17. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
18. Coordinate working group sessions, closing, and delivery of the new Issue and transfer of funds.
19. Prepare a closing memorandum or transaction summary
20. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s)

21. If directed by the Client, review recommendations made by third parties with respect to outstanding issue(s)
22. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on Client's outstanding Issue(s)
23. Advise Client on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding Issue(s)
24. Assist Client in responding to inquiries from investors or other market participants in connection with Client's outstanding Issue(s)
25. Advise on the City's budget and other financial issues.
26. Assist with economic incentives to include tax abatement calculations and meeting with economic development prospects.

For Services Respecting Official Statement. Piper Sandler has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper Sandler as the municipal advisor if provided by Piper Sandler in writing for inclusion in such documents.

II. Limitations on Scope of Services. In order to clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42¹ to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study unless directed by the client.

III. Amending Scope of Services. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation. As full compensation for the services rendered pursuant to this Agreement, the City shall pay the Financial Services Provider a fee of \$250.00 per hour.

For issuance of debt, where Financial Services Provider serves as Financial Advisor, a fee of \$10.00 per \$1,000 principal amount of debt issued plus out of pocket expenses approved by the Authority. This fee is contingent upon the closing of the Bond(s).

For tax abatement transactions, the fee will be mutually agreed to by the parties.

V. IRMA Matters. If the Client has designated Piper Sandler as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and Client agrees not to represent, publicly or to any specific person, that Piper Sandler is Client's IRMA with respect to any aspect

¹ See MSRB Rule G-42(c)(v).

of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Sandler's prior written consent.

VI. *Piper Sandler's Regulatory Duties When Servicing the Client.* MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the Client in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the Client, if any or by others that Piper Sandler reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Sandler any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. *Expenses.* Piper Sandler will be responsible for all of Piper Sandler's out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Sandler for their expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

Term of Agreement.

The initial term of this Agreement shall begin on the Effective Date and shall terminate absolutely and without further obligation on the part of the Client at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be automatically renewed unless the Client gives notice of its intent to terminate the this Agreement thirty (30) days prior to the end of each fiscal year, or unless earlier terminated in mid-term as provided below.

The contract shall not be renewed beyond May 31, 2022.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Sandler shall be due and payable upon termination. Upon termination, the obligations of Piper Sandler under this Agreement, including any amendment shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

This Agreement is authorized pursuant to O.C.G.A. § 36-60-13 and shall be construed to be in compliance therewith; if any provision hereof is adjudicated to be violative of such statute, the provision shall be reformed to the extent permitted by law, or severed if necessary, to be in compliance.

VIII. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

IX. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

X. Required Disclosures. MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.

XI. Limitation of Liability. In the absence of misconduct, bad faith, negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the Client. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XII. Indemnification. Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XIII. Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement.

The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper Sandler.

XIV. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Norcross
65 Lawrenceville Street
Norcross, GA 30071

Craig Newton, Mayor
678-421-2065
cnewton@norcrossga.net

Or to the Financial Services Provider at:

Piper Sandler & Co.
1442 Dresden Drive, Suite 257
Atlanta, GA 30319

Edmund Wall, Managing Director
404-405-1567
Edmund.Wall@psc.com

With a copy to:

Piper Sandler & Co.
Legal Department
800 Nicollet Mall, Suite 1000
Minneapolis, MN 55402

XV. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Georgia for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the state of Georgia and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVI. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Georgia.

XVII. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XVIII. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR

THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XIX. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XX. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Craig Newton, Mayor

The following individuals at Piper Sandler have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Edmund Wall, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER SANDLER & CO.

By: 

Edmund Wall

Its: Managing Director

Date: February 22, 2021

ACCEPTED AND AGREED:

CITY OF NORCROSS

By: _____
Craig Newton

Its: Mayor

Date: _____

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) ***Disclosures of Conflicts of Interest.*** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Sandler of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Sandler. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Sandler may suffer a loss. Thus, Piper Sandler may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are based on hourly fees of Piper Sandler's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents the appearance of a conflict or a potential conflict of interest if the Client and Piper Sandler do not agree on a reasonable maximum amount at the outset of the engagement, because Piper Sandler does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, contingent-based compensation, i.e. based upon the

successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client.]This conflict of interest is mitigated by our duty of care and fiduciary duty and general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

Piper Sandler Also Advising Others. In addition to serving as municipal advisor to the Client Piper Sandler serves as municipal advisor to the Downtown Development Authority of the City of Norcross, which is another municipal entity with respect to an Issue under the Agreement. The Client and the municipal entities may have conflicting interests with regard to fees, terms of the issuance, and other matters. Such conflict is mitigated by our commitment not to represent adverse parties in any document review and only represent separate parties where their interests are aligned. To the extent their interests become adverse, we may be required to resign our engagement with both parties.

Other Conflict. Contributions to bond ballot campaign or referendums for the issue or if a refunding, the issue to be refunded.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) ***Future Supplemental Disclosures.*** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.



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

City of Norcross

Legislation Details (With Details)

File #:	21-6052	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	4/5/2021 6:30 PM	In Control:	Policy Work Session
Title:	Norcross Distillery Ordinance Proposal		

Sponsors:

Code Sections:

Attachments:

1. [Norcross Distillery Memo](#)
2. [2021 Norcross Distilleries Ordinance \(Draft\) Version I - allows on premises consumption and retail package sales](#)
3. [2021 Norcross Distilleries Ordinance \(Draft\) Version II - allows on premises consumption and no retail package sales](#)

Title
Norcross Distillery Ordinance Proposal

Drafter
Councilmember Matt Myers

Motion
 A motion to Approve/Deny an amendment to the Code of Ordinances of Norcross by revising Sec. 4-29, 42, and 56 of Chapter 4 Alcoholic Beverages, Article II, Malt Beverages and Wine, with the following enacting clause:

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



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

Summary: Currently the city of Norcross does not have an ordinance to allow the manufacturing of distilled spirits within city limits. Proposal for modification or additional to UDO to include allowance for Micro-Distillery or Craft-Distillery in the city limits of Norcross, to include on premise taproom sales, Sunday sales and offsite sales.

Notable breweries/distilleries:

NOFO Brewing and Distillery, Cumming, GA
Wild Leap Brewing and Distillery, Lagrange, GA
Scofflaw Brewing and Distillery, Atlanta, GA
Redhare Brewing and Distillery, Marietta, GA

Cities that have recently approved or adopted similar ordinances:

Tucker separates breweries and distilled spirits manufacturing in definitions and in our Use Table. Definitions in Zoning Ordinance:

- *Alcohol manufacturing (brewery)* means a light malt beverage manufacturer licensed by the state as a brewery. All state and federal licensing and regulatory requirements shall be met prior to the approval of a certificate of occupancy. Such establishment may include restaurants as an accessory use.
- *Alcohol manufacturing (distilled spirits)* means any maker, producer, or bottler engaging in distilling, rectifying, or blending any distilled spirits; provided, however, that a vintner that blends wine with distilled spirits to produce a fortified wine shall not be considered a manufacturer of distilled spirits. All state and federal licensing and regulatory requirements shall be met prior to the approval of a certificate of occupancy.
- *Distilled spirit* means any alcoholic beverage obtained by distillation or containing more than 24 percent alcohol by volume.

Decatur

Craft distillery: A building or group of buildings where distilled spirits are manufactured (distilled, rectified or blended), bottled, packaged, and distributed for wholesale and/or retail distribution, at a rate of production that does not exceed 60,000 gallons annually.

Chamblee

Craft distillery: A building or group of buildings where distilled spirits are manufactured (distilled, rectified, or blended), bottled, packaged, and distributed for wholesale and/or retail distribution.



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

Peachtree Corners allows micro distilleries in several districts and also references the GA code.

Lilburn, Suwanee allow it in their Alcohol Codes, but it does appear to be mentioned in Zoning.

Sugar Hill allows distilleries in Central Business District when there is no outdoor storage, and a restaurant or taproom is included.

Georgia: Governor Nathan Deal signed Senate Bill 85 into law on May 8, 2017. SB 85 allows manufacturers of distilled spirits and malt beverages to sell a limited amount of the products they produce directly to the public for consumption both on and off a manufacturer's premises. These manufacturers may only sell distilled spirits and beer that have been manufactured on-site, and they may only sell to consumers who visit the distiller's or brewer's manufacturing location.

Matt Myers
City Council Member
City of Norcross
65 Lawrenceville Street
Norcross, Georgia 30071
www.norcrossga.net

Attachment: Norcross Distillery Memo (21-6052 : Norcross Distillery Ordinance Proposal)

, DRAFT DISTILLERIES ORDINANCE VERSION I ALLOWS ON-PREMISES CONSUMPTION AND RETAIL PACKAGE SALES FOR OFF PREMISES CONSUMPTION

I. Amend Sec. 4-29 entitled “Definitions” as follows:

A. By adding the following definitions:

““Bar” means any premises at which a retailer licensed to sell alcoholic beverages derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises.

“Barrel” means 53 gallons.

“Distiller” means a manufacturer of distilled spirits.”

B. By deleting the definition of “Distilled spirits or spirituous liquor” in its entirety, and substituting the following in lieu thereof:

““Distilled spirits” means any alcoholic beverage obtained by distillation or containing more than 24 percent alcohol by volume.”

C. By deleting the definition of “Manufacturer” in its entirety and substituting the following in lieu thereof”

“Manufacturer” means any maker, producer, or bottler of an alcoholic beverage. The term also means:

- (A) In the case of distilled spirits, any person engaged in distilling, rectifying, or blending any distilled spirits; provided, however, that a vintner that blends wine with distilled spirits to produce a fortified wine shall not be considered a manufacturer of distilled spirits;
- (B) In the case of malt beverages, any brewer; and
- (C) In the case of wine, any vintner.”

D. By deleting the definition of “Pouring Permit” and substituting the following in lieu thereof:

““*Pouring permit* means an authorization granted by the City to dispense, sell, serve, take orders, or mix alcoholic beverages in establishments licensed to serve beer, wine, or liquor

for consumption on site (which shall specifically include Brewpubs, craft breweries, wine specialty shops and distillers if they serve for consumption on site as allowed under Georgia law).”

- E. By deleting the definition of “*Retail package dealer*” and substitute the following in lieu thereof:

““Retailer” or “retail dealer” means, except as to distilled spirits, any person who sells alcoholic beverages, either in unbroken packages or for consumption on the premises, at retail only to consumers and not for resale. With respect to distilled spirits, the term shall have the same meaning as the term “retail package liquor store.”

"Retail package liquor store" means a retail business establishment owned by an individual, partnership, corporation, association, or other business entity:

- (a) Primarily engaged in the retail sale of distilled spirits, malt beverages, and wine in unbroken packages, not for consumption on the premises; and
- (b) Which derives from such retail sale of alcoholic beverages in unbroken packages at least 75 percent of its total annual gross sales from the sale of a combination of distilled spirits, malt beverages, and wine.”

- II. By deleting subparagraph (c) of Sec. 4-33 entitled “Hours of Operation” and substituting the following in lieu thereof:

“(c) No package sales of distilled spirits are authorized in the city except by distillers that are licensed as a retail package liquor store.”

- III. By deleting subparagraph (a) of Sec. 4-42 entitled “consumption on the Premises” in its entirety and substituting the following in lieu thereof:

“(a) No alcoholic beverages shall be sold for consumption on the premises, except in an eating establishment or restaurant or brewpubs or in microbreweries or craft breweries or in distilleries as defined in this article and which is located within a proper zoning district.”

- IV. By Adding a new Section 4-56 Entitled “Distilleries” as follows:

“Sec. 4-56 Distillers.

- (a) A distillery license from the City is required before a manufacturer will be allowed to manufacture distilled spirits in the city limits.

- (b) A licensed distiller shall be permitted to manufacture distilled spirits with the right to sell the product of the distiller for resale within and outside of the limits of the State of Georgia.
- (c) A licensed distiller shall be subject to the provisions related to hours and days of sale as set forth in section 4-33 of this chapter.
- (d) A licensed distiller shall abide by all federal, state, local laws, regulations and rules. The failure to comport with such laws, regulations or rules may serve as a basis for revocation of the license issued by the City.
- (e) *On-premises consumption.* In the event a manufacturer of distilled spirits exercises its right to sell distilled spirits year produced at the manufacturer's licensed premises for on-premises consumption, said manufacturer shall first obtain a retail consumption license.
- (f) *Sales to individuals.* A manufacturer of distilled spirits may sell distilled spirits to individuals, provided, however that such sales are limited to 500 barrels of distilled spirits per year produced at the manufacturer's licensed premises to the following individuals:
 - (1) Those who are on such premises for consumption of the distilled spirits on the licensed premises; and
 - (2) Those who will consume the distilled spirits off the licensed premises, provided, however, that such sales shall not exceed a maximum of 2,250 milliliters of distilled spirits per consumer per day.
- (g) *Free samples.* A manufacturer of distilled spirits shall not offer or permit any free sampling of distilled spirits.
- (h) *Administration.*
 - (1) The director of the General Government Administration Department, or his designee, is authorized to establish procedures for administering all provisions of this article to include, but not limited to, reporting forms and requirements, or establishing procedures and schedules for conducting financial audits or inspections of the books or records of any establishment licensed under this section.
 - (2) Every distillery located within the city shall file a monthly report with the Licensing and Tax Manager, no later than the 20th day of each month, on such forms as the Licensing and Tax Manager may prescribe, setting forth all distilled spirits produced during such preceding calendar month, to include beginning and ending inventories. Such report shall also indicate the total production of distilled spirits during the report period and the proper tax remittance for such production. Failure to properly complete or submit the required reports shall subject the licensee to a late filing penalty not to exceed \$25.00 for each deficient reporting period. “

DRAFT DISTILLERIES ORDINANCE VERSION II ALLOWS ON-PREMISES CONSUMPTION AND DOES NOT PERMIT RETAIL PACKAGE SALES FOR OFF PREMISES CONSUMPTION

I. Amend Sec. 4-29 entitled “Definitions” as follows:

A. By adding the following definitions:

““Bar” means any premises at which a retailer licensed to sell alcoholic beverages derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises.

“Barrel” means 53 gallons.

“Distiller” means a manufacturer of distilled spirits.”

B. By deleting the definition of “Distilled spirits or spirituous liquor” in its entirety, and substituting the following in lieu thereof:

““Distilled spirits” means any alcoholic beverage obtained by distillation or containing more than 24 percent alcohol by volume.”

C. By deleting the definition of “Manufacturer” in its entirety and substituting the following in lieu thereof”

““Manufacturer” means any maker, producer, or bottler of an alcoholic beverage. The term also means:

- (A) In the case of distilled spirits, any person engaged in distilling, rectifying, or blending any distilled spirits; provided, however, that a vintner that blends wine with distilled spirits to produce a fortified wine shall not be considered a manufacturer of distilled spirits;
- (B) In the case of malt beverages, any brewer; and
- (C) In the case of wine, any vintner.”

D. By deleting the definition of “Pouring Permit” and substituting the following in lieu thereof:

““*Pouring permit* means an authorization granted by the City to dispense, sell, serve, take orders, or mix alcoholic beverages in establishments licensed to serve beer, wine, or liquor

for consumption on site (which shall specifically include Brewpubs, craft breweries, wine specialty shops and distillers if they serve for consumption on site as allowed under Georgia law).”

- E. By deleting the definition of “*Retail package dealer*” and substitute the following in lieu thereof:

““Retailer” or “retail dealer” means, except as to distilled spirits, any person who sells alcoholic beverages, either in unbroken packages or for consumption on the premises, at retail only to consumers and not for resale. With respect to distilled spirits, the term shall have the same meaning as the term “retail package liquor store.”

"Retail package liquor store" means a retail business establishment owned by an individual, partnership, corporation, association, or other business entity:

- (a) Primarily engaged in the retail sale of malt beverages, and wine in unbroken packages, not for consumption on the premises; and
- (b) Which derives from such retail sale of alcoholic beverages in unbroken packages at least 75 percent of its total annual gross sales from the sale of a combination of malt beverages and wine.”

- II. By deleting subparagraph (a) of Sec. 4-42 entitled “consumption on the Premises” in its entirety and substituting the following in lieu thereof:

“(a) No alcoholic beverages shall be sold for consumption on the premises, except in an eating establishment or restaurant or brewpubs or in microbreweries or craft breweries or in distilleries as defined in this article and which is located within a proper zoning district.”

- III. By Adding a new Section 4-56 Entitled “Distilleries” as follows:

“Sec. 4-56 Distillers.

- (a) A distillery license from the City is required before a manufacturer will be allowed to manufacture distilled spirits in the city limits.
- (b) A licensed distiller shall be permitted to manufacture distilled spirits with the right to sell the product of the distiller for resale within and outside of the limits of the State of Georgia.
- (c) A licensed distiller shall be subject to the provisions related to hours and days of sale as set forth in section 4-33 of this chapter.

- (d) A licensed distiller shall abide by all federal, state, local laws, regulations, and rules. The failure to comport with such laws, regulations or rules may serve as a basis for revocation of the license issued by the City.
- (e) *On-premises consumption.* In the event a manufacturer of distilled spirits exercises its right to sell distilled spirits year produced at the manufacturer's licensed premises for on-premises consumption, said manufacturer shall first obtain a retail consumption license.
- (f) *Sales to individuals.* Sales of distilled spirits to individuals is not permitted.
- (g) *Free samples.* A manufacturer of distilled spirits shall not offer or permit any free sampling of distilled spirits.
- (h) *Administration.*

(1) The director of the General Government Administration Department, or his designee, is authorized to establish procedures for administering all provisions of this article to include, but not limited to, reporting forms and requirements, or establishing procedures and schedules for conducting financial audits or inspections of the books or records of any establishment licensed under this section.

(2) Every distillery located within the city shall file a monthly report with the Licensing and Tax Manager, no later than the 20th day of each month, on such forms as the Licensing and Tax Manager may prescribe, setting forth all distilled spirits produced during such preceding calendar month, to include beginning and ending inventories. Such report shall also indicate the total production of distilled spirits during the report period and the proper tax remittance for such production. Failure to properly complete or submit the required reports shall subject the licensee to a late filing penalty not to exceed \$25.00 for each deficient reporting period.”



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

City of Norcross

Legislation Details (With Details)

File #:	21-6112	Version:	
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On Agenda:	4/5/2021 6:30 PM	In Control:	Mayor and Council
Title:	Proclamation in Memory of Julia Ann Barks		

Sponsors:

Code Sections:

Attachments:

1. [Proclamation In Memory of Julia Ann Barks](#)

Title

Proclamation in Memory of Julia Ann Barks

Presented by
Mayor Craig Newton

Proclamation

The City of Norcross, Georgia
In Loving Memory of

Mrs. Julia Ann Barks

WHEREAS, on behalf of the City of Norcross, we wish to extend our sincere condolences over the passing of Mrs. Julia Ann Barks and honor her memory by reflecting on her life and dedication to the community; and

WHEREAS, Mrs. Barks was born on December 5, 1950, in Mattoon, Illinois; and

WHEREAS, Mrs. Barks, along with her late husband, Bill Barks, have raised four wonderful children who have now blessed them with eleven grandchildren & thirteen great-grandchildren; and

WHEREAS, from 1997-2002, Mrs. Barks served as a Councilmember to the Norcross City Council with great integrity and commitment; and

WHEREAS, Since founded in 2003, Mrs. Barks served alongside her late husband as owner and publisher of the Norcross Times; and

WHEREAS, Mrs. Barks was an active and devout member of St. Barnabas Anglican Church in Dunwoody, Georgia; and

WHEREAS, Mrs. Barks will be missed both professionally and as a friend, as she leaves behind a legacy that has earned her the respect and friendship of Norcross's residents.

NOW, THEREFORE, We, the Mayor and Council of Norcross, Georgia, in memory of Mrs. Julia Ann Barks, hereby express our sincere appreciation for her dedication to the community and extend to her family our deepest sympathy upon her passing.

Craig Newton, Mayor

Attest: Monique Lang, City Clerk

Attachment: Proclamation In Memory of Julia Ann Barks (21-6112 : Proclamation in Memory of Julia Ann Barks)