City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

Meeting Agenda

Monday, June 2, 2025

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton
Mayor Pro Tem Marshall Cheek
Councilmember Andrew Hixson
Councilmember Josh Bare
Councilmember Matt Myers
Councilmember Bruce Gaynor

Live Stream Here:
https://youtube.com/live/Ru3oDtr-h3Q?feature=share

A. Call to Order by Mayor Craig Newton

PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES

B. Invocation - Councilmember Myers

C. Pledge of Allegiance to the Flag of the United States of America

D. Roll Call (recorded)

E. Presentation of previous meeting minutes for acceptance

a. **25-7340** **Approval of Previous Meeting Minutes**

Policy Work Session - Policy Work Session - Apr 21, 2025 6:30 PM

Mayor and Council - Regular Meeting - May 5, 2025 6:30 PM

Policy Work Session - Policy Work Session - May 19, 2025 6:30 PM

F. Set agenda as presented for the scheduled meeting.

1. **25-7341** **Acceptance of the Agenda and Approval of the Consent Agenda**

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies

1. **25-7342** **Proclamation Recognizing CertaPro Painters**

A proclamation recognizing CertaPro Painters Outstanding Community Work.

PRO - CertaPro Painters

2. **25-7343** **Proclamation Honoring Jim Poteete**

A proclamation honoring Jim Poteete for his service on the Planning & Zoning Board.

PRO - Jim Poteete

3. **25-7344** **Proclamation Honoring Cindy Flynn**

A proclamation honoring Cindy Flynn for her service on the Architectural Review Board.

PRO - Cindy Flynn

4. **25-7345** **Proclamation Honoring John Herron**

A proclamation honoring John Herron for his service on the Discovery Garden Park Board.

PRO - John Herron

5. 25-7346

Proclamation Honoring Sharon Cauthen

A proclamation honoring Sharon Cauthen for her service on the Discovery Garden Park Board.

PRO - Sharon Cauthen

6. 25-7347

Proclamation Honoring April MacManus

A proclamation honoring April MacManus for her service on the Discovery Garden Park Board.

PRO - April MacManus

7. 25-7348

Proclamation Recognizing Municipal Court Clerks Week

A proclamation recognizing Municipal Court Clerks Week.

PRO - 2025 Municipal Court Clerks Week

8. 25-7349

Swearing in of Officer Samantha Reyes

Oath of office administered to Officer Samantha Reyes

Oath of Office - Officer Samantha Reyes

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

JUNE CALENDAR OF EVENTS

Summer Concert Series: The Soul Cartel Band
Friday, June 6 | 7:30 - 9:30 p.m. | Thrasher Park

Movie Monday: Cassius X: Becoming Ali
Monday, June 9 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Coffee With Council
Saturday, June 14 | 8:00 a.m. | 45 South Cafe

Bluesberry Beer & Music Festival
Saturday, June 14 | 5:00 - 10:00 p.m. | Betty Mauldin Park

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

Juneteenth Observance
Thursday, June 19 | Sanitation & Recycling Will Not Be Affected

Juneteenth Celebration
Thursday, June 19 | 10:00 a.m. | Cultural Arts & Community Center

Summer Concert Series: Rubiks Groove
Friday, June 20 | 7:30 - 9:30 p.m. | Thrasher Park

Movie Monday: Aquaman And The Lost Kingdom
Monday, June 23 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Jazz In The Alley: IAMKHEMESTRY
Saturday, June 28 | 7:30 - 9:30 p.m. | Betty Mauldin Park

K. Board Appointments

1. 25-7350

Board Appointment - Architectural Review Board

The following applicant satisfied the requirements to be considered for appointment to the Architectural Review Board, which currently has one (1) vacancy:

Hugh Cooper

2. 25-7351

Board Appointment - Discovery Garden Park Board

The following applicants satisfied the requirements to be considered for appointment or reappointment to the Discovery Garden Park Board, which currently has five (5) vacancies:

Paul Sumner (Reappointment)

Kathryn Mallard (Reappointment)

Cristy Hines (Appointment)

3. 25-7352

Board Appointment - Planning and Zoning Board

The following applicants satisfied the requirements to be considered for appointment or reappointment to the Planning and Zoning Board, which currently has two (2) vacancies:

Walter Bell (Reappointment)

Tom Doherty (Appointment)

4. 25-7353

Board Appointment - Tree Preservation Board

The following applicant satisfied the requirements to be considered for reappointment to the Tree Preservation Board, which currently has one (1) vacancy:

Terry Sutton (Reappointment)

L. Consent Agenda

1. **25-7325**

Gateway85 Expansion Resolution

Approval of a resolution related to the expansion of parcels included in the Gateway85 Community Improvement District (CID), as requested by the CID.

Agenda Report - Gateway85 Expansion Resolution

Resolution

CID Map

List of Expansion Parcels

2. **25-7319**

Approval of Light Box Vinyl Wraps for the Norcross Forever Stamps Project

A recommendation to approve the installation of vinyl wraps around 15 traffic light boxes throughout the City of Norcross and to authorize the Mayor to execute the attached Intergovernmental Agreement with Gwinnett County with minor modifications as to form as reviewed and acceptable by the City Attorney.

Agenda Report - Approval of Light Box Vinyl Wraps for the Norcross Forever Stamps Project

Draft IGA Vinyl Wrapping of Traffic Boxes Gwinnett County

Examples of Utility Box Wraps

Gwinnett Creativity Fund - 2025 Placemaking Grant

3. **25-7320**

Public Art Scavenger Hunt - Phase I Sculpture Implementation

A recommendation to move forward with Phase I of the Norcross Public Art Scavenger Hunt, which involves the purchase and installation of two bronze sculptures of white squirrels, serving as the project's symbolic figures.

Agenda Report - Public Art Scavenger Hunt - Phase I Sculpture Implementation

Example of the White Squirrel Sculpture

Information about Cherrylion Studios

4. **25-7321**

Reclassify Part-Time Police Officer Position to Full-Time

Reclassification of an existing/budgeted part-time police officer position to a full-time position.

Agenda Report - Reclassify Part-Time Police Officer Position to Full-Time

5. **25-7322**

Sanitary Sewer Pipe Relining - Public Safety Building Site

Approve vendor to reline sanitary sewer line on parcel for construction of the new Public Safety building.

Agenda Report - Sanitary Sewer Pipe Relining - Public Safety Building Site

Cost Estimate-San Sewer CIPP lining

Sanitary Sewer File Stevens Road

6. 25-7323 **Abandonment of a Section of Stevens Road**

Authorize the City's abandonment of Public Right of Way pursuant to O.C.G.A. § 32-7-1 et seq. along Stevens Road as shown in the attached site plan.

Agenda Report - Abandonment of a Section of Stevens Road

Site Plan

Resolution Authorizing Abandonment

Legal Description

Example Notice Provided to Surrounding Property Owners

7. 25-7324 **Action Items for the Historic Women's Club**

Approve recommended action items to preserve and protect the Historic Women's Club, located at 65 North Peachtree Street.

Agenda Report - Action Items for the Historic Women's Club

List of Action Items and Costs

Report of Facility Condition Assessment, Oct 2024

Budget Amendments for Action Items Related to the Historic Women's Club

M. Items for Discussion

N. Adjourn in memory of

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

P. Signed by_____ Mayor Craig Newton

Q. Attest:_____ Monique Philip, City Clerk

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

City of Norcross

Legislation Details (With Details)

File #:	25-7340	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 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 the minutes from the April 21st Policy Work Session (amended), the May 5th Regular Council Meeting and Executive Session, and the May 19th Policy Work Session and Executive Session.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

Meeting Minutes

Monday, April 21, 2025

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton
Mayor Pro Tem Marshall Cheek
Councilmember Andrew Hixson
Councilmember Josh Bare
Councilmember Matt Myers
Councilmember Bruce Gaynor

A. Roll Call (recorded)

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

Policy Work Session was called to order at 6:31 PM by Mayor Craig Newton

B. Citizen Input

Lynn Ward
Shared comments regarding parking. While she is not opposed to additional parking, she expressed concern that Council may be putting the cart before the horse. She noted that green space is being taken away and shared that she was informed the area behind City Hall, near her home, is not part of the Make Norcross Green initiative. She also stated that she was told the cement tables in that area are planned to be removed to create 7-10 parking spaces. Ms. Ward emphasized that the tables are regularly used by children, residents, and visitors for various activities and should remain in place as they are apart of creating a sense of place for Norcross.

Larry Hall
Chairman of Norcross Gallery and Studios (NGS), Mr. Hall shared information about the citywide photo contest sponsored by NGS. He presented a poster and postcards promoting the contest and encouraged anyone who has taken photos in Norcross over the past year to submit their entries. There is no fee to participate, and awards will be presented to the winning photographers. Expressed thanks to M&C, NPAC, and the public for their support.

Tiny Willis
Shared that she recently fell in front of Betty Mauldin Park near the fountain. She expressed appreciation to staff for their prompt attention to the area, noting that it has since been repaired and is now level. She also encouraged the Mayor and Council to continue efforts to keep Norcross green, beautiful, and historic.

Dusty Albury
Shared comments regarding the proposed development at 551 Sunset Drive. He expressed concern that the City may be revisiting an effort to bend the municipal code to accommodate the proposed construction. He cited the proposed road as not meeting compliance standards and stated that the City appears to be exceeding what is appropriate for the development. Mr. Albury also noted that, based on conversations with nearby residents, there is no appetite for the project as presented. He reiterated his position that three homes would be more appropriate than the four currently proposed.

Jerry Gresham
Stated that, according to the City Manager, the project at 551 Sunset Drive was approved under a minimum rule subdivision, but he believes it does not meet the requirements. He noted that the original private drive is now being proposed as a public road and feels the City is making code changes and variances to allow four homes that do not properly fit the lot. He questioned why the project is not following current building codes and suggested that if the builder reapplies as a major subdivision, public input should be required. He asked when such input would occur,

given the project's current approval status. Mr. Gresham emphasized that three homes would be more appropriate than four and urged Council to uphold its responsibility to residents.

Dwayne Higgins
Expressed concerns regarding the Sunset Drive project, urging Council to reconsider the process and do what is right, as decisions like this can affect the broader community. He also commented on item 25-7294, stating that the City is spending substantial time and resources on parking studies, yet the outcomes do not reflect progressive or forward-thinking solutions.

Mary Dowdy
Shared comments thanking the City for launching a six-month valet parking trial and installing new stop signs to improve pedestrian safety. She acknowledged ongoing efforts to keep prime parking spaces open for visitors and noted that demand will grow with new businesses opening. She also shared that Money Magazine recently ranked Norcross #21 among Georgia's best suburbs and expressed enthusiasm for the City's continued progress.

Darren Kusman
Reiterated comments regarding the 551 Sunset project, emphasizing that the project was developed in coordination with City staff and that many of the design elements were based on input from the former development director and community development staff. He noted that the team has made significant changes in response to Council's requests, resulting in financial impacts and a delay of at least six months. In response to earlier citizen comments, he stated that the proposal for four homes on the property is a conservative request and affirmed that the project complies with all applicable codes and standards. He expressed that his team remains committed to working with Council and staff and welcomes continued dialogue on the matter.

Jim Eyre
Shared concerns regarding the Anderson Place street network dedication, stating the right-of-way plat appears unclear and urging Council to confirm whether it includes underground stormwater detention. Commented on the downtown parking update, encouraging the consultant to consider both indoor and outdoor seating areas when evaluating use. Emphasized that the DDA has over 40 years of experience managing parking for various retail situations and requested their involvement in the process to ensure meaningful implementation. Thanked the City for bringing forward the expanded downtown parking item and reiterated the importance of involving the DDA early on. Also expressed appreciation for progress on the railroad crossing project. Lastly, suggested that the Comprehensive Plan be reopened and reconciled first, before the Buford Highway Master Plan, noting that only one major plan should be reviewed at a time.

C. Board Updates

* Planning and Zoning Board Update - Jim Poteete, Chair

D. General Updates

* Audit Presentation - Josh Carroll , Mauldin and Jenkins

E. Council - General Discussion

F. City Manager's Report

G. Board Appointments

The Mayor and Council will consider appointments to the following Boards, Commissions, or Authorities.

* Discovery Garden Park Board
* Norcross Public Arts Commission

H. Items for Discussion

1. **25-7287: Private/Public Road ROW Configuration at 551 Sunset Drive**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 5/5/2025 6:30 PM**
TO:	Mayor and Council

2. **25-7288: Corrective Instruments for Right of Way Deed**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 5/5/2025 6:30 PM**
TO:	Mayor and Council

3. **25-7289: Anderson Place Street Network Dedication**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 5/5/2025 6:30 PM**
TO:	Mayor and Council

4. **25-7279: SUP2025-001 5390 Peachtree Industrial Blvd**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 5/5/2025 6:30 PM**
TO:	Mayor and Council

5. **25-7290: PD Patrol Vehicle Purchase**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 5/5/2025 6:30 PM**
TO:	Mayor and Council

6. **25-7291: Norcross Public Safety Building – Guaranteed Maximum Price**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 5/5/2025 6:30 PM**
TO:	Mayor and Council

7. **25-7292: MEAG Municipal Competitive Trust Transfer to Assist Funding the Public Safety Building**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 5/5/2025 6:30 PM**
TO:	Mayor and Council

8. **25-7268: UDO Revision Update/Moratorium**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 5/5/2025 6:30 PM**
TO:	Mayor and Council

9. **25-7293: Downtown Parking Study Update**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 5/5/2025 6:30 PM**
TO:	Mayor and Council

10. **25-7296: Pedestrian Railroad Crossing(S) Project**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 5/5/2025 6:30 PM**
TO:	Mayor and Council

11. **25-7294: Expanded Downtown Parking**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 5/5/2025 6:30 PM**
TO:	Mayor and Council

12. **25-7301: Concept Report for Piedmont Pathway, Trailhead, and Greenspaces Within the City of Norcross**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 5/5/2025 6:30 PM**
TO:	Mayor and Council

13. **25-7302: Norcross 2025 Road Resurfacing Program**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 5/5/2025 6:30 PM**
TO:	Mayor and Council

14. **25-7295: Norcross Beaver Ruin Greenway Contract Amendment for Planning and Engineering (P&E)**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 5/5/2025 6:30 PM**
TO:	Mayor and Council

15. **25-7297: Comprehensive Plan Changes**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 5/5/2025 6:30 PM**
TO:	Mayor and Council

16. **25-7298: Buford Highway Master Plan Update**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 5/5/2025 6:30 PM**
TO:	Mayor and Council

17. **25-7299: IGA with Gwinnett County Board of Voter Registration and Elections for Use of Election Equipment**.

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 5/5/2025 6:30 PM**
TO:	Mayor and Council

18. **25-7300: Retreat Overview**

RESULT:	**DISCUSSED**

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

The meeting adjourned at 10:52 PM with a motion to adjourn made by Councilmember Gaynor, seconded by Councilmember Bare.

J. Signed by: _____ Mayor Craig Newton

K. Attest: _____ Monique Philip, City Clerk

DRAFT

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

NORCROSS
a place to imagine

Meeting Minutes

Monday, May 5, 2025

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton
Mayor Pro Tem Marshall Cheek
Councilmember Andrew Hixson
Councilmember Josh Bare
Councilmember Matt Myers
Councilmember Bruce Gaynor

A. Call to Order by Mayor Craig Newton

B. Invocation: Councilmember Hixson

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	
Marshall Cheek	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Josh Bare	Councilmember	Present	
Matt Myers	Councilmember	Present	
Bruce Gaynor	Councilmember	Present	

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

E. Presentation of Previous Meeting Minutes for Acceptance

1. 25-7308: Approval of Previous Meeting Minutes

Motion #1
A motion to approve the April 7th Regular Council meeting minutes and the April 21st Policy Work Session and Executive Session meeting minutes.

Mayor and Council - Regular Meeting - Apr 7, 2025, 6:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Cheek, Hixson, Bare, Myers, Gaynor

Policy Work Session - Policy Work Session - Apr 21, 2025, 6:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Cheek, Hixson, Bare, Myers, Gaynor

Motion #2
A motion to rescind the previous approval of the April 21, 2025, Policy Work Session minutes in order to make corrections, and to bring the revised minutes forward for approval at the June 2, 2025 Regular Meeting.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Josh Bare, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Cheek, Hixson, Bare, Myers, Gaynor

F. Set the agenda for the scheduled meeting as presented.

1. 25-7309: Acceptance of the Agenda and Approval of the Consent Agenda

Motion #1
A motion to Accept the Agenda and Approve the Consent Agenda.

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

Motion #2

A motion to add the following item to the agenda:

25-7317: Council Initiated Investigation Per Section 2.15 of the City of Norcross Charter

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

Motion #3

A motion to add the following items to the agenda as separate items:

25-7297: Comprehensive Plan Changes

25-7298: Buford Highway Master Plan Update

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

G. Ceremonial Presentations, Recognitions, and Swearing-in Ceremonies

1. 25-7310: Proclamation Honoring Resident Randy Lee Johnson

RESULT: READ BY MAYOR NEWTON

2. 25-7312: Swearing in of Officer William Donaldson

RESULT: SWORN IN BY MAYOR NEWTON

3. 25-7318: Proclamation Recognizing Professional Municipal Clerks Week

RESULT: READ BY MAYOR NEWTON

4. 25-7311: Presentation of the Excellence in Policing Certification Award Letter

RESULT: PRESENTED BY GMA REPRESENTATIVE DAVID TROTTER

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

a. Comments by Citizens

Jerry Gresham – Spoke on Item 25-7287, expressing frustration with the city proceeding with construction he believes violates code. Questioned why the Council has not stopped the project, which he views as a major subdivision under a minor subdivision permit.

Dusty Albury – Commented on Item 25-7287, offering documents and research to Council. Believes the permit was issued improperly and should be withdrawn and restarted. Raised concerns about chain of custody.

Darren Kusman – Developer of 551 Sunset Drive. Cited code compliance and stated the project has followed all required processes. Requested approval of the 40-ft right-of-way, noting significant time and money lost due to reported city errors and emphasizing the impact on property rights.

Minutes Acceptance: Minutes of May 5, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

Heather Albury – Spoke on Item 25-7287, requesting that if a vote is taken on the road status, it be designated as public for the benefit of future residents.

Jim Eyre – Supports Anderson Place network dedication and cautioned Council on setting precedents affecting future UDO changes. On downtown parking, encouraged consistency with nearby jurisdictions and maximizing density. Noted two signs on Wingo Street: one regarding temporary parking during construction, and one for HPC review of exterior building work.

b. Comments by Council

c. Comments by City Manager

PH. Public Hearings

PH1. 25-7279: SUP2025-001 5390 Peachtree Industrial Blvd

Motion

A motion to Approve a Special Use Permit for an Event Hall in the C-2 zoning District at 5390 Peachtree Industrial Blvd, Suites 120 and 130, with the hours of operation being 8 AM to 1 AM for the event facility.

RESULT:	**APPROVED [3 TO 2]**
MOVER:	Matt Myers, Councilmember
SECONDER:	Marshall Cheek, Mayor Pro Tem
AYES:	Marshall Cheek, Matt Myers, Bruce Gaynor
NAYS:	Andrew Hixson, Josh Bare

J. Reports of the Mayor and Councilmembers

a. General Announcements

MAY CALENDAR OF EVENTS

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

Coffee With Council
Saturday, May 17 | 8:00 a.m. | 45 South Cafe

Historic Cemetery Tour
Sunday, May 18 | 2:00 p.m. | Norcross City Cemetery

Policy Work Session
Monday, May 19 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Summer Concert Series: Side Piece
Friday, May 23 | 7:30 - 9:30 p.m. | Thrasher Park

Memorial Day Observance
Monday, May 26 | Sanitation & Recycling Will Be Delayed

Memorial Day Remembrance
Monday, May 26 | 11:30 a.m. | Thrasher Park

Movie Monday: Inside Out
Tuesday, May 27 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Minutes Acceptance: Minutes of May 5, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

K. Board Appointments

1. 25-7313: Board Appointment - Discovery Garden Park Board

Motion

A motion to approve an appointment to the Discovery Garden Park Board:

Carlotta Jackson June 1, 2027

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

L. Consent Agenda

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

1. 25-7288: Corrective Instruments for Right of Way Deed

Motion

A motion to Approve the transfer of real estate via quit claim deed that was erroneously conveyed to the city, and to authorize the Mayor to execute the attached deed.

2. 25-7289: Anderson Place Street Network Dedication

Motion

A motion to Approve a request to the developer to update preliminary plat and all subsequent plans and permit packages to indicate that the street network in the Anderson Place subdivision be identified as future publicly dedicated rights of way and to dedicate as such at the time of Final Plat approval by Mayor and Council.

3. 25-7290: PD Patrol Vehicle Purchase

Motion

A motion to Approve the appropriation of $300,000 from the fund balance of the Motor Vehicle Rental Fund for the purchase and outfitting of five Dodge Durango police vehicles, in order to take advantage of current fleet sales discounts and to fulfill the vehicle replacement needs projected for Fiscal Year 2026.

4. 25-7291: Norcross Public Safety Building – Guaranteed Maximum Price

Motion

A motion to Approve Reeves Young's proposed Guaranteed Maximum Price (GMP) for the direct construction costs associated with building the new Public Safety Building in the amount of $20,840,785 and indirect costs in the amount of $1,373,835, which includes a 2% ($416,816) construction contingency

Minutes Acceptance: Minutes of May 5, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

5. **25-7292: MEAG Municipal Competitive Trust Transfer to Assist Funding the Public Safety Building**

Motion

A motion to authorize the transfer of $5,000,000 from MEAG's Short-Term Portfolio Flexible Operating account to the City of Norcross General Fund and apply MEAG's Intermediate Extended Maturity Portfolio Generation Trust account, comprised of approximately $5,000,000, towards the purchase of electricity from MEAG over a 17-month period.

6. **25-7296: Pedestrian Railroad Crossing(S) Project**

Motion

A motion to Approve the construction agreement with Norfolk Southern Railroad, authorize the release of the construction Request for Proposals (RFP), and approve a budget amendment in the amount of $171,452.00 from Transportation SPLOST.

7. **25-7294: Expanded Downtown Parking**

Motion

A motion to authorize additional funding of $76,000, including a corresponding budget amendment, to complete the 60% Design Development Plan documents for expanded downtown parking, with the funding to be transferred from the Mayor and Council Contingency Fund.

8. **25-7301: Concept Report for Piedmont Pathway, Trailhead, and Greenspaces Within the City of Norcross**

Motion

A motion to Approve a budget amendment and proposal for an RFP to develop a concept report for the Piedmont Pathway, Trailhead, and Greenspaces, in the amount of $130,000, funded by Recreation SPLOST.

9. **25-7295: Norcross Beaver Ruin Greenway Contract Amendment for Planning and Engineering (P&E)**

Motion

A motion to Approve Contract Amendment Supplement No. 7 and associated cost increases to complete Preliminary Engineering (P&E) for the Norcross Beaver Ruin Greenway Project (Project No. 0016067), and to approve a budget amendment in the amount of $54,960.00 from Transportation SPLOST to fund the additional costs.

10. **25-7299: IGA with Gwinnett County Board of Voter Registration and Elections for Use of Election Equipment**

Motion

A motion to Approve an Intergovernmental Agreement with the Gwinnett County Board of Registrations and Elections to authorize the loaning of election equipment to conduct the 2025 Municipal Elections.

L. Items for Discussion

1. **25-7297: Comprehensive Plan Changes**

Agenda Report - Comprehensive Plan Changes

2045 Comprehensive Plan - Approved April 2024

Motion

A motion to Approve reopening the comprehensive plan update for all land use character areas for review and to amend the Community Development budget by a minimum of $75,000 for this effort.

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

Minutes Acceptance: Minutes of May 5, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

DRAFT

2. **25-7298: Buford Highway Master Plan Update**

Agenda Report - Buford Highway Master Plan Update

Buford Highway Master Plan

Motion

A motion to approve the reopening of the Buford Highway master Plan in order to update the plan and amend the Community Development budget by $75,000 for this effort.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Marshall Cheek, Mayor Pro Tem
AYES:	Cheek, Hixson, Bare, Myers, Gaynor

3. **25-7317: Council Initiated Investigation Per Section 2.15 of the City of Norcross Char**

Agenda Report – Initiation of Ethics Investigation

Signed Special Master's Report

Original Motion

A motion to proceed with the appointment of an Investigator to bring back the facts to the Council expeditiously.

RESULT:	**APPROVED [5 TO 1]**
MOVER:	Bruce Gaynor, Councilmember
SECONDER:	Marshall Cheek, Mayor Pro Tem
AYES:	Newton, Cheek, Hixson, Myers, Gaynor
NAYS:	Josh Bare

Amended Motion

A motion to proceed with the city's legal firm to appoint an Investigator within two weeks and close out the investigation 45 days or sooner from the appointment date.

RESULT:	**APPROVED [6 TO 0]**
MOVER:	Bruce Gaynor, Councilmember
SECONDER:	Andrew Hixson, Councilmember
AYES:	Newton, Cheek, Hixson, Bare, Myers, Gaynor

4. **25-7287: Private/Public Road ROW Configuration at 551 Sunset Drive**

Motion #1 (Failed)

A motion to Approve a request to consider a 50-foot public road right-of-way meeting the Norcross standard, with the opportunity for appeal to the Zoning Board of Appeals.

RESULT:	**MOTION FAILED [2 TO 3]**
MOVER:	Bruce Gaynor, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Matt Myers, Bruce Gaynor
NAYS:	Marshall Cheek, Andrew Hixson, Josh Bare

Motion #2 (Passed)

A motion to Approve a request to consider a Private Road Right-of-Way Configuration at 551 Sunset Drive to serve the 4-Lot Single Family Development, with Intent for Dedication to the city as a Public Road (Option 2).

RESULT:	**APPROVED [3 TO 2]**
MOVER:	Josh Bare, Councilmember
SECONDER:	Marshall Cheek, Mayor Pro Tem
AYES:	Marshall Cheek, Andrew Hixson, Josh Bare
NAYS:	Matt Myers, Bruce Gaynor

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5. 25-7268: UDO Revision Update/Moratorium

Motion

A motion to Approve an extension of the moratorium on private roads for an additional three months, resulting in a total moratorium period of six months from the original date of enactment, due to the complexity of the related code amendment requests; and to consider lifting the moratorium on the development of new public roads.

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

6. 25-7293: Downtown Parking Study Update

Motion
A motion to Approve an update to the Downtown Parking Study by on-call firm Kimley-Horn for a fee not to exceed $28,500, plus reimbursable expenses of $500, to be funded from the Mayor and Council Contingency.

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

7. 25-7302: Norcross 2025 Road Resurfacing Program

Motion

A motion to Approve the Norcross 2025 Road Resurfacing Program for residential streets, with a total project budget of $4,003,210.52, with $3,800,000 to be funded by Transportation SPLOST and $203,210.52 from LMIG.

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

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

Councilman Bare motioned to adjourn to exec for Real Estate and Legal at 9:21 PM, seconded by Councilmember Myers. The vote was unanimous.

Signed by _____Mayor Craig Newton.

Attest _____Monique Philip, City Clerk

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NORCROSS
a place to imagine

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

AGENDA REPORT

To: Mayor and Council

From: Marshall Cheek, Mayor Pro Tem

Meeting Date: May 5, 2025; Regular Meeting Session

Item No.: [Raised from Floor]

Title: Council initiated Investigation per Section 2.15 of the City of Norcross Charter

CC: Eric Johnson, City Manager

Recommendation:

Initiate an investigation through the appointment of a Special Commissioned Investigator into the use of City funds to support a fundraiser for a private foundation associated with Mayor Newton.

Background

On March 2, 2025 an ethics complaint was filed against Mayor Newton asking for an investigation of whether the Mayor had the "authority from the Council to properly solicit funds on behalf of the City and for what purpose". On April 24, 2025, Jody C. Campbell, the appointed special master, issued a report dismissing the ethics complaint as being filed untimely. The special master's report explicitly made no findings regarding the veracity of the allegations against Mayor Newton but it did indicate that the "use of City funds to pay for a fundraiser of a private foundation… would be extremely troubling and could violate a number of ethical rules and ordinances of the City as well as both state and federal law."

Section 2.25 of the Charter allows the City Council, "by majority vote", to "make inquires and investigations into the affairs of the city and the conduct of any department, office, or authority thereof and for this purpose may subpoena witnesses, administer oaths, take testimony and require the production of evidence." Furthermore, Section 1.13 gives the Council the power to commission and delegate such powers as necessary to carry out the power of the City's government.

Those combined powers would allow this Council to create an investigative officer with the power to evaluate the merits of the allegations in the ethics complaint, particularly related to the use of City funds to pay for a private fundraiser.

This agenda item proposes that the City Council use its authority to investigate whether the Mayor used city funds to support a fundraiser for a private foundation. Such investigation would be conducted by an appointed Special Commissioned Investigator appointed by the Office of the City Attorney. The Special Commissioned Investigator would issue a report. The City

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Council would then evaluate the report and determine whether to adopt the report and its findings.

Financial Impact

- Unknown

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

1. Goal Six – Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

- Ethics Complaint
- Special Master Report

Special Master's Report
City of Norcross, Georgia
Ethics Complaint Filed by Bucky Johnson against Mayor Craig Newton and Arlene Beckles
Complaint filed March 4, 2025

Jody Charles Campbell
Georgia Bar Number 308466
Blum & Campbell, LLC
3000 Langford Road, Bldg. 100
Peachtree Corners, Georgia 30071

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INTRODUCTION

This investigation was initiated by the filing of an ethics complaint by Bucky Johnson ("Mr. Johnson") with Eric Johnson, the City Manager of the City of Norcross, Georgia (the "Ethics Complaint"). The Ethics Complaint was filed on March 4, 2025. The Complaint refers to allegations made by Paul Hanebuth, the former Director of Finance and Administrative Services in a pending lawsuit styled *Paul Hanebuth v. City of Norcross, Georgia, et al., United States District Court for the Northern District of Georgia, Case No. 2:24-cv-05037-TWT-RDC* (the "Federal Lawsuit). The Federal Lawsuit was filed on November 1, 2024. Copies of both the Ethics Complaint and the Federal Lawsuit are attached hereto as Exhibits "A" and "B" respectively.

Following the receipt of the Ethics Complaint, the undersigned was appointed to serve as special master by the Chief Magistrate of Gwinnett County, Georgia and the City Attorney. The appointment was made within ten (10) days of receipt of the Ethics Complaint pursuant to Section 2-309(a)(1) of the Norcross City Code. The letter of appointment is attached hereto as Exhibit "C."

By my signature below, I hereby swear and affirm that I have been a licensed attorney in good standing with the State Bar of Georgia for more than eighteen (18) years. I am a resident of unincorporated Gwinnett County, Georgia with a mailing address located in Lawrenceville, Georgia. I have no personal or financial interest in the outcome of this matter.

SUMMARY OF RELEVANT FACTUAL FINDINGS

I. Allegations in the Federal Lawsuit

Upon receipt of the Ethics Complaint, the Special Master first reviewed the Complaint filed in the Federal Lawsuit. Mr. Hanebuth alleges that he was the victim of retaliation and wrongful termination following his objection to Mayor Craig Newton using city funds to hold a fundraiser where donations were solicited and received for what was ultimately Mayor Newton's private charitable foundation. Mr. Hanebuth also alleges that he was the subject of racial and gender discrimination by then Commissioner Arelene Beckles. The City has denied all allegations in the Federal Lawsuit and further denied that Mr. Hanebuth's termination was in any way related to his allegations of wrongdoing by Mayor Newton. The Federal Lawsuit is currently pending and in the discovery phase of the litigation. Discovery is not set to expire until June 2025.

Given the contested posture of the Federal Lawsuit, the Special Master makes no findings regarding the accuracy or veracity of Mr. Hanebuth's allegations. Additionally, whether Mr.

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Hanebuth's allegations are true and accurate are not relevant to the legal conclusions reached by the Special Master.

II. Timing of the Ethics Complaint.

The Federal Lawsuit was filed on November 1, 2024. All pleadings filed with the United States Court system are public records available through the Public Access to Court Electronic Records ("PACER") System. The Federal Lawsuit was not filed under seal or otherwise protected from public disclosure. Thus, the first time a member of the public could have become aware of the allegations made by Mr. Hanebuth was on November 1, 2024.

The Ethics Complaint was filed on March 4, 2025. In the Ethics Complaint, Mr. Johnson states that "I learned, along with a number of other citizens of the [Federal Lawsuit] shortly after the case was filed." It is unclear from this statement when exactly Mr. Johnson learned about the Federal Lawsuit. On April 18, 2025, the Special Master met with Mr. Johnson to discuss the Ethics Complaint. During that meeting, Mr. Johnson stated that he learned about the Federal Lawsuit when it was emailed to him by Pat Eidt "a few days after it was filed."

LEGAL CONCLUSIONS

Section 2-307(c) of the Norcross City Code provides as follows:

> "Accusations shall be filed with the City Clerk within 90 days of the date of such alleged violation of this code of ethics occurred, or within 90 days from the date the part (*sic*) making the accusation knew or should have known about the alleged violation so long as such date is not more than six months after the date the alleged violation occurred."

In layman's terms, this Code section imposes two possible time limits upon any person alleging a violation of the Code of Ethics. The first possible limit is ninety (90) days from the date the alleged violation occurred. Although the Federal Lawsuit does not identify a specific date that the alleged incidents occurred, Mr. Hanebuth generally states that the incidents involving Mayor Newton's improper fundraiser and handling of said funds occurred "around late-January or early-February of 2023." *See*, Federal Lawsuit, ¶ 27. With respect to the allegations that Mayor Newton and Ms. Beckles pressured Eric Johnson to terminate Mr. Hanebuth, the Federal Lawsuit states that those actions took place "[s]ometime in June or July 2023." *See*, Federal Lawsuit, ¶ 56. Using the latest of these two timeframes, that would mean any ethics complaint would need to be brought by the end of October 2023. Because the Ethics Complaint was not filed with the City until sixteen (16) months after such actions purportedly took place, the Ethics Complaint was filed beyond the first limitations period provided for by the Code.

The Ethics Complaint would also be untimely if the second limitations period were applicable. This true for two reasons. First, while it is not clear exactly when Mr. Johnson obtained actual knowledge of the Federal Lawsuit, it is indisputable that the Federal Lawsuit was

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a matter of public record beginning on November 1, 2024. The law regarding constructive knowledge is well-settled: a party is charged with constructive knowledge of legal instruments or legal proceedings publicly available through the records of courts the day they are made available to the public. See, e.g., Leeds Bldg. Prods. v. Sears Mortg. Corp., 267 Ga. 300, 301, 477 S.E.2d 565, 567 (1996). While the Special Master acknowledges that Mr. Johnson is not an attorney and does not regularly monitor the federal court system for filings involving either the City of Norcross or its officials, the law imputes constructive knowledge on anyone and everyone that could access such information, regardless of whether such access is regularly done. Thus, the second limitations period would have commenced on November 1, 2024 meaning the Ethics Complaint would have been filed beyond the ninety (90) deadline.

Furthermore, Mr. Johnson acknowledges that he had actual knowledge of the Federal Lawsuit within a few days of its filing. Although that exact date is not known, Mr. Johnson stated it would have been "within a week or so" of Mr. Hanebuth's filing. At best, that would extend the start of the second limitations period by perhaps a week to November 11, 2024. Using this time frame of November 2, 2024 through November 8, 2024, the deadline for filing any ethics allegation would have been between January 30, 2025 and February 6, 2025, i.e., well before the March 4, 2025 Ethics Complaint.

But this is only half of the statutory analysis relative to the second limitations period. The extended timeframe provided by the second limitations period only applies if the complainant's knowledge of the alleged violation occurred "not more than six months" after the date of said conduct. Applied here, the latest conduct alluded to by Mr. Johnson was Mayor Newton and Ms. Beckles pressuring the City Manager to terminate Mr. Hanebuth. The Federal Lawsuit states that this occurred in June or July of 2023. That would mean Mr. Johnson's ninety (90) clock would have started six (6) months from this date and run through January 2024. Thus, even if given the benefit of this timeframe, Mr. Johnson's deadline to file such a complaint at best would be April 2024. Either way, the Ethics Complaint was filed beyond the time required by the Code.

Under Section 2-309(b)(2), the Special Master is authorized to dismiss any accusation that fails to state facts sufficient to constitute a violation of the Code of Ethics. Inherent in that duty is the obligation to ensure the Ethics Complaint itself satisfies the procedural requirements of the Code. For purposes of the City Ethic's Code, the Special Master finds that the Ethics Complaint was filed outside the time required by Section 2-307(c), and thus, the Ethics Complaint must be dismissed as untimely.

To be clear, the Special Master expresses no opinion regarding the veracity or accuracy of the allegations set forth in the Federal Lawsuit. If said allegations were found to be true, especially those involving the use of City funds to pay for a fundraiser of a private foundation, then such conduct would be extremely troubling and could violate a number of ethical rules and ordinances of the City as well as both state and federal law. However, because the Special

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Master has determined that the Ethics Complaint fails to satisfy the procedure necessary to warrant further investigation, the Special Master will not offer any conclusions in this regard.

This 24th of April, 2025,

BLUM & CAMPBELL, LLC

By: _____
Jody Charles Campbell
Georgia Bar No. 308466

3000 Langford Road, Bldg. 100
Peachtree Corners, Georgia 30071
Telephone: (470) 365-2890
Facsimile: (470) 365-2889
Email: jody@blumcampbell.com

Sworn and subscribed before me
this 24th day of April, 2025:

_____(SEAL)
Notary Public

My Commission Expires:

JAMES P BLUM
NOTARY PUBLIC
MY COMMISSION EXPIRES FEBRUARY 13, 2026
GWINNETT COUNTY, GEORGIA

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EXHIBIT

“A”

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ANAKAREN TREJO
Notary Public - State of Georgia
Gwinnett County
My Commission Expires Apr 15, 2025

March 4, 2025

To: City of Norcross - Eric Johnson, City Manager, Mayor and Council

From: Bucky Johnson, Norcross Citizen at 635 Sunset Dr.

Subject: Investigation into possible Ethics violations

I learned, along with a number of other citizens, of the Lawsuit Case 1:24-mi-99999-UNA Document 3597 Filled 11/01/24 shortly after the case was filed (I assume I do not have to attach that document). After reviewing it, I asked all Council members if they were going to call for an ethics investigation which I believe would have been appropriate. I did not get a commitment from any of them and later heard that they were advised by Legal Council to wait until the suit was adjudicated before an Ethics Investigation would take place. Recently, I learned that it will still take quite a long time to complete the suit, therefore I am bringing it to the attention of the city at this time. I understand that this starts a ten day clock.

I don't have any idea if the claims espoused in the Lawsuit have merit, but they give the appearance of ethics violations that should be addressed now rather than later. I spoke to the Mayor last month about it and he said it was a "nothing sandwich", which I hope is true.

Based on the City of Norcross Code of Conduct under the Ethics section two areas need to be addressed. Firstly, did the Mayor have authority from the Council to properly solicit funds on behalf of the City and for what purpose, and secondly did the Mayor and Arlene Beckles pressure the City Manager to fire the Finance Director?

See the sections below which. relate to the violation (from your City Code):

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

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

  (2007 Ga. Laws (Act No. 213), page 4067, § 2; Res. of 4-1-2024)

  Note— Formerly § 2.33, see editor's note for § 2.29.

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Sec. 2-300. - Definitions. *Benefit* means anything of monetary value that a reasonably prudent person would recognize as being likely to be intended to influence a city official or employee in the performance or non-performance of an official action.

- **Sec. 2-301. - Purpose.**

The purpose of this code of ethics is to:

(1)Encourage high ethical standards in official conduct by city officials and employees;

(2)Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the city;

(3)Require disclosure by such officials of private financial or other interest in matters affecting the city; and

(4)Serve as a basis for disciplining those who fail to abide by its terms.

(Ord. No. 02-2019, § 1, 2-4-2019)

The provisions of this code of ethics shall be applicable to all city officials and employees. Notwithstanding anything herein to the contrary, state law and the Charter of the city shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This ordinance shall be interpreted to supplement, and not replace, said provisions of state law and the Charter.

- **Sec. 2-304. - Intent of the code of ethics.**

It is the intent of this code of ethics that city officials and employees shall not knowingly engage in any activity that is incompatible with the proper discharge of their official duties or which would tend to impair their judgment or actions in the performance of their official duties. Furthermore, city officials and employees should avoid any action that might result in or create the appearance of:

(1)Using public office or position in an unethical manner for private gain;

(2)Impeding city efficiency or economy; or

(3). (Affecting adversely the confidence of the public in the integrity of those who conduct the affairs and business of the city.

(Ord. No. 02-2019, § 1, 2-4-2019)

Please keep me informed of the progress.

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EXHIBIT

“B”

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

PAUL HANEBUTH,	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION
v.	)	FILE NO.:
	)	
	)	
CITY OF NORCROSS, GEORGIA, CRAIG NEWTON, ARLENE BECKLES, and ERIC JOHNSON	)	JURY TRIAL DEMANDED
	)	
	)	
Defendants.	)	

COMPLAINT

COMES NOW Plaintiff, Paul Hanebuth ("Plaintiff" or "Mr. Hanebuth"), and files this Complaint for Damages and Equitable Relief against Defendants City of Norcross, Georgia, Craig Newton, Arlene Beckles, and Eric Johnson showing the Court as follows:

INTRODUCTION

1.

This is a case of retaliation brought under the First Amendment to the United States Constitution through 42 U.S.C. § 1983, the Georgia Whistleblower Act, O.C.G.A. § 45-1-4 ("GWA"), 42 U.S.C. § 1981 ("Section 1981") brought through

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42 U.S.C. § 1983, and Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq*. ("Title VII").

2.

Plaintiff Paul Hanebuth faithfully and effectively served as the Director of Finance and Administrative Services for the City of Norcross. But after Mr. Hanebuth courageously disclosed fraud, waste, abuse, and violations of the law by Mayor Craig Newton, Mr. Hanebuth was punished for his integrity with a campaign of vicious retaliation instituted by Defendant Newton. During his employment, Mr. Hanebuth was also subjected to hostile and discriminatory treatment by Councilwoman Arlene Beckles because of his race, sex, and/or his race and sex. Mr. Hanebuth was eventually fired in retaliation for his whistleblowing activity and because of his race, sex, and/or his race and sex. Mr. Hanebuth seeks all available legal and equitable relief in this lawsuit.

PARTIES

3.

Plaintiff, Mr. Paul Hanebuth, is a resident of Mobile County in the State of Alabama. He is a White male. He subjects himself to the jurisdiction of this Court. At all times relevant to this action, Mr. Hanebuth was a resident of DeKalb County, Georgia.

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4.

Defendant City of Norcross, Georgia, hereinafter referred to as the "City" or the "City of Norcross," is a municipal corporation organized under the laws of the State of Georgia and subject to the jurisdiction of this Court. It is governed by a mayor and city council. The City of Norcross may be served with process by personal service upon Mayor Craig Newton at 65 Lawrenceville St., Norcross, GA 30071.

5.

Defendant Craig Newton was, at all relevant times, the Mayor of the City of Norcross. He is sued in his individual and official capacity and may be served with process by personal service at his residence or by other means authorized by the Georgia Civil Practice Act.

6.

Defendant Arlene Beckles was, at all relevant times, a Councilmember of the City of Norcross City Council. She is sued in her individual and official capacity and may be served with process by personal service at her residence or by other means authorized by the Georgia Civil Practice Act.

7.

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Defendant Eric Johnson was, at all relevant times, the City Manager for the City of Norcross. He is sued in his individual and official capacity and may be served with process by personal service at his residence or by other means authorized by the Georgia Civil Practice Act.

JURISDICTION AND VENUE

8.

The Court has federal question jurisdiction over Mr. Hanebuth's federal claims under 28 U.S.C. § 1331 and supplemental jurisdiction over Mr. Hanebuth's state law claims under 28 U.S.C. § 1367.

9.

Mr. Hanebuth is a citizen and resident of the State of Alabama. He subjects himself to the jurisdiction of this court. At all times relevant to this action, Mr. Hanebuth was a resident of DeKalb County, Georgia.

10.

Defendant City of Norcross is a municipality in the State of Georgia and subject to the jurisdiction of this Court.

11.

Defendant Newton is a citizen and resident of the State of Georgia.

12.

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Defendant Beckles is a citizen and resident of the State of Georgia.

13.

Defendant Johnson is a citizen and resident of the State of Georgia.

14.

The violations of Plaintiff's rights occurred in the Northern District of Georgia. Venue is proper under 28 U.S.C. § 1391(b) as a substantial part of the events, omissions, and/or unlawful actions and practices which give rise to Plaintiff's claims occurred in this District.

ADMINISTRATIVE PROCEEDINGS

15.

Mr. Hanebuth has satisfied all administrative prerequisites to perfect his claims of discrimination and retaliation under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq*.

16.

Plaintiff has filed a timely Charge of Discrimination with the EEOC.

17.

Plaintiff has received a Notice of Right to Sue from the EEOC and has timely brought this action following receipt of the Notice of Right to Sue.

BACKGROUND FACTS

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18.

Mr. Hanebuth was hired as the Director of Finance and Administrative Services for the City of Norcross in March of 2022.

19.

As the Director of Finance and Administrative Services, Mr. Hanebuth oversaw the Administrative Services Department and was ultimately responsible for all financial operations for the City of Norcross, including accounting and budgeting, business licenses, coordinating the annual audit, taxes, and utilities, among other things.

20.

As the Director of Finance and Administrative Services, Mr. Hanebuth reported to and was directly supervised by Eric Johnson, the City Manager for the city of Norcross.

21.

Mr. Hanebuth did not report directly to Mayor Newton. Mr. Newton is a Black male.

22.

Throughout his employment, Mr. Hanebuth was consistently complimented in his work by Mr. Johnson.

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23.

Among Mr. Johnson's compliments of Mr. Hanebuth's work, Mr. Johnson specifically noted that Mr. Hanebuth was particularly adept at detecting non-compliant activity, what Mr. Johnson colorfully referred to as "turning over rocks" and finding "covered scorpions that did not like being exposed to the light."

MR. HANEBUTH UNCOVERS UNLAWFUL MISAPPROPROATION OF FUNDS BY MAYOR NEWTON

24.

In January of 2023, Defendant Mayor Newton held a city-funded reception to raise money for "The Mayor's School and Civic Projects Fund."

25.

Such a fund did not and has never existed.

26.

At this reception, Mayor Newton solicited and collected several checks from donors totaling at least $10,000 for "The Mayor's School and Civic Projects Fund" which did not exist as a separate cognizable fund under local law.

27.

Following the solicitation and collection of these checks, around late-January or early-February of 2023, Mayor Newton had a phone call with Sonja Hampton—then-Assistant Director of Finance and Administrative Services and

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Mr. Hanebuth's direct subordinate—wherein Mayor Newton directed Ms. Hampton to deposit the checks in the "Mayor's Special Fund."

28.

Mayor Newton's use of city funds for the reception and his failure to follow the appropriate processes to account for funds received from donors for City purposes violated various applicable policies, procedures, rules, laws, and/or ordinances, including but not limited to City Charter ¶ 2.14 (prohibiting financial conflicts of interest and acceptance of financial gifts or sums without following the appropriate City channels or getting Council approval) and the City Code of Ordinances § 2-300 *et seq*. (related to soliciting donations).

29.

Mr. Hanebuth overheard portions of the phone call between Defendant Newton and Ms. Hampton and had a subsequent conversation with Ms. Hampton wherein they discussed the proper accounting treatment of donations to municipal organizations. Mr. Hanebuth directed Ms. Hampton to call Mayor Newton back and explain that donations could not simply be deposited into a "Special Fund" as Mayor Newton had discussed.

30.

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As the Director of Finance and Administrative Services, Mr. Hanebuth knew that such a fund did not exist.

31.

After Ms. Hampton returned Mayor Newton's call per the direction of Mr. Hanebuth, Mayor Newton indicated that he would come by to meet with Mr. Hanebuth and Ms. Hampton.

32.

At this meeting, Mr. Hanebuth explained that—per applicable policies, procedures, rules, laws, and/or ordinances—City donations must go to the general fund and are then appropriated by the City Council. Mayor Newton responded by saying that he "didn't want to have to do that" and accused Mr. Hanebuth of being unnecessarily bureaucratic.

33.

Mayor Newton then directed Mr. Hanebuth to issue refund checks to the donors who had written checks in response to Mayor Newton's unlawful solicitation of funds, which Mr. Hanebuth did.

34.

Around the same time that these refund checks were being issued, Mayor Newton sent letters to the donors asking that they re-submit their donations to the

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"Give Us Hope Foundation" at Mayor Newton's personal home address and stating that the refund issue was related to "problems in the City of Norcross with our new Finance manager."

35.

The "new Finance manager" referenced in Mayor Newton's letters to donors was Mr. Hanebuth.

MAYOR NEWTON RETALIATES AGAINST MR. HANEBUTH FOR WHISTLEBLOWING

36.

After Mr. Hanebuth, as described above, opposed Mayor Newton's scheme to circumvent applicable policies, procedures, rules, laws, and/or ordinances by funneling donations to the nonexistent "Mayor's Special Fund," Mayor Newton began retaliating against Mr. Hanebuth.

37.

On one occasion, Mayor Newton attacked Mr. Hanebuth's professional credibility by accusing Mr. Hanebuth of not paying the City Clerk's credit card bill after the credit card declined. In fact, the reason that the City Clerk's credit card declined was because the Clerk had reported fraud on the card, and it had been cancelled.

38.

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On another occasion, Mayor Newton accused Mr. Hanebuth of defrauding the City by having the City pay for Mr. Hanebuth's personal cell phone. This was done because of the involvement of Arlene Beckles who had reported to Mayor Newton that Mr. Hanebuth's phone was an Alabama area code.

39.

Mr. Hanebuth had followed the proper procedures for having the City pay for his cell phone, which was justified by the fact that Mr. Hanebuth regularly used his cell phone for City business.

40.

Mayor Newton was involved in reviewing and promulgating the policies regarding proper procedures for the City to pay for the cell phones of City employees.

41.

On another occasion, Mayor Newton blamed Mr. Hanebuth for a customer complaint against the Finance and Administrative Services Department relating to setting up an account for electricity bills, in which the customer attempted to set up the account in April of 2023 but failed to submit all proper documentation along with the application. Rather than seek to resolve this situation and instill confidence and assurance in the Finance and Administrative services department,

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Mayor Newton instead accused Mr. Hanebuth of incompetence even though Mr. Hanebuth's actions were not the cause of the issue.

42.

Mayor Newton also blamed Mr. Hanebuth for other customer complaints and the Finance and Administrative Services department even though Mr. Hanebuth was not at fault.

43.

When Mr. Hanebuth responded to Mayor Newton's continual attacks, City Manager Johnson falsely accused Mr. Hanebuth of lacking interpersonal skills.

COUNCILMEMBER BECKLES' DISCRIMINATORY TREATMENT

44.

Mr. Hanebuth's predecessor as the City's Director of Finance and Administrative Services was Ms. Karen Slaton-Dixon.

45.

Ms. Slaton-Dixon is a Black female. Mr. Hanebuth is a white male.

46.

During Ms. Slaton-Dixon's tenure as Director of Finance and Administrative Services, Sonja Hampton served as her assistant.

47.

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When the position of Director of Finance and Administrative Services became available, Ms. Hampton applied as did Mr. Hanebuth.

48.

Mr. Hanebuth was ultimately selected for the position as Director of Finance and Administrative Services following several interviews with City personnel.

49.

Ms. Hampton and Defendant Beckles are Black women.

50.

Following the decision to select Mr. Hanebuth instead of Ms. Hampton for the position of Director of Finance and Administrative Services, Defendant Beckles treated Mr. Hanebuth differently from other City employees who were not white.

51.

For instance, whenever Defendant Beckles would tour Mr. Hanebuth's department, she would speak to everyone except Mr. Hanebuth. Of the employees in Mr. Hanebuth's department, he was the only white male individual.

52.

Additionally, on one occasion, when several City department heads had to stay late to finish a project, Defendant Beckles personally thanked everyone except

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Mr. Hanebuth. Upon information and belief, all of the City department heads present at the time were non-white.

53.

Additionally, during a public meeting, Defendant Beckles questioned Mr. Hanebuth regarding his education in music, which questioning was designed and interposed in a manner intended to make Mr. Hanebuth falsely appear unqualified for his job. Upon information and belief, Defendant Beckles has never questioned any non-white City employees about their educational background at a public meeting.

54.

Additionally, on October 27, 2023, Defendant Beckles wrote an email to City Manager Johnson, a white male, falsely accusing Mr. Hanebuth of having anger problems as related to a complaining citizen.

55.

This October 27, 2023 email also accused City Manager Johnson of abandoning his responsibility to correct Mr. Hanebuth's alleged anger issues and specifically referenced the fact that City Manager Johnson is the one that hired Mr. Hanebuth.

MR. HANEBUTH'S TERMINATION

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56.

Sometime in June or July of 2023, Defendant Beckles and Mayor Newton communicated to City Manager Johnson a desire to terminate Mr. Hanebuth.

57.

Neither Defendant Beckles nor Mayor Newton had the authority to terminate Mr. Hanebuth or directly take any employment-related actions against him. Only City Manager Johnson could directly take employment-related actions against Mr. Hanebuth.

58.

Beckles and Newton pressured City Manager Johnson to terminate Mr. Hanebuth, and Johnson felt that he might be fired if he did not do so. City Manager Johnson acquiesced and agreed to take adverse actions against Mr. Hanebuth.

59.

Under this pressure, City Manager Johnson put Mr. Hanebuth on a performance improvement plan ("PIP").

60.

The document outlining Mr. Hanebuth's PIP began with a nearly two-page "partial listing" of Mr. Hanebuth's accomplishments and included only one

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sentence specifying the actions that he was to take: "Improve your communication style, tone, and body language with City staff."

61.

On October 18, 2023, City Manager Johnson told Mr. Hanebuth that Mr. Hanebuth had satisfied all of the PIP requirements.

62.

Nevertheless, on November 3, 2023, Mr. Hanebuth was terminated.

63.

Defendants Newton and Beckles directed Defendant Johnson to terminate Plaintiff's employment for the unlawful discriminatory and retaliatory reasons alleged herein. Defendant Johnson acquiesced and consented to Newton's and Beckles' unlawful directive and accordingly terminated Plaintiff's employment.

64.

Ms. Hampton replaced Mr. Hanebuth as Director of Finance and Administrative Services.

MR. HANEBUTH FILES A GRIEVANCE AND IS NOT REINSTATED

65.

Following the termination of him employment on or around November 13, 2023, Mr. Hanebuth filed an internal grievance/appeal of the termination decision.

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66.

In his grievance/appeal, Mr. Hanebuth complained of discrimination based on race and sex and also of whistleblower retaliation.

67.

Despite the various evidence of violations of law and policy by Mayor Newton, Ms. Beckles, Johnson and others, Mr. Hanebuth was not reinstated to his position as a result of his grievance/appeal.

COUNT I
WHISTLEBLOWER RETALIATION IN VIOLATION OF THE GEORGIA WHISTLEBLOWER ACT
O.C.G.A. § 45-1-4
Against Defendant City of Norcross, Georgia

68.

Plaintiff incorporates paragraphs 1 through 67 by reference as if set forth fully herein.

69.

Plaintiff was, at all relevant times, a "public employee" as that term is defined by O.C.G.A. § 45-1-4(a)(3).

70.

Defendants City of Norcross, Georgia is a "public employer" as that term is defined by the Georgia Whistleblower Act, O.C.G.A. § 45-1-4(a)(4).

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71.

During his employment, Plaintiff engaged in statutorily protected activity within the meaning of the Georgia Whistleblower Act, O.C.G.A. § 45-1-4(d)(2)–(3), by disclosing a violation of or noncompliance with a law, rule, or regulation and/or objecting to, or refusing to participate in, an activity, policy, or practice that Plaintiff had reasonable cause to believe was in violation of or noncompliance with a law, rule, or regulation.

72.

This protected activity was disclosed to a supervisor and/or the City of Norcross, Georgia through its agents.

73.

The violation of or noncompliance with a law, rule, or regulation which Plaintiff disclosed, and/or the activity, policy, or practice which objected to included, but were not limited to, violations of:

(a) City Charter of the City of Norcross ¶ 2.14;

(b) City Code of Ordinances ¶ 2-300 *et seq.*;

(c) 42 U.S.C. § 1981;

(d) 42 U.S.C. § 2000e, *et seq.*; and/or

(e) O.C.G.A. § 45-10-1

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74.

As a result of Plaintiff's statutorily protected activity, Defendant retaliated against him within the meaning of O.C.G.A. § 45-1-4(a)(5) by subjecting him to numerous adverse employment actions including but not limited to, subjecting him to false accusations, subjecting him to unwarranted discipline, placing him on an unwarranted PIP, terminating his employment, and refusing to reinstate him.

75.

Defendants engaged in these retaliatory acts against Plaintiff because of Plaintiff's statutorily protected activities, or Plaintiff's statutorily protected activities were a motivating factor in Defendant's retaliatory acts against him.

76.

Plaintiff is entitled to reinstatement to his position as Director of Finance and Administrative Services or an equivalent position and reinstatement of full fringe benefits and seniority rights that he would have had in the absence of the retaliation he suffered.

77.

In the alternative, Plaintiff is entitled to front pay.

78.

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Plaintiff is entitled to compensation for lost wages, economic benefits of his employment with, and other remuneration he would have earned or received in the absence of the retaliation he suffered.

79.

Plaintiff is entitled to non-economic compensatory damages for pain and suffering, including emotional distress, occasioned by Defendant's violation of the Georgia Whistleblower Act.

80.

Plaintiff is entitled to reasonable attorney's fees, court costs, and expenses of litigation.

COUNT II
RACE DISCRIMINATION IN VIOLATION OF 42 U.S.C. § 1981
Against All Defendants

81.

Plaintiff incorporates paragraphs 1 through 67 by reference as if set forth fully herein.

82.

Defendant Mayor Newton was an agent of the City of Norcross, Georgia and caused City Manager Johnson to take adverse employment actions against Plaintiff

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including, but not limited to, placing him on an unwarranted PIP, terminating his employment, and/or refusing to reinstate Plaintiff following his grievance/appeal.

83.

Defendant Mayor Newton adversely affected Plaintiff's employment by other means as described above including, but not limited to: attacking Plaintiff's professional credibility, accusing Plaintiff of defrauding the City, and amplifying customer complaints in the Finance and Administrative Services Department.

84.

Defendant Councilmember Beckles was an agent of the City of Norcross, Georgia and caused City Manager Johnson to take adverse employment actions against Plaintiff including, but not limited to, placing him on an unwarranted PIP, terminating his employment, and/or refusing to reinstate Plaintiff following his grievance/appeal.

85.

Defendant Councilmember Beckles affected Plaintiff's employment by other means as described above including, but not limited to: ignoring him on tours of Plaintiff's department, passing him over for thanks for efforts, questioning his qualifications regarding his education in music, and falsely accusing him of anger issues.

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86.

Defendant City Manager Johnson was an agent of the City of Norcross, Georgia and took adverse employment actions against Plaintiff under pressure and influence from Newton and Beckles including, but not limited to, placing him on an unwarranted PIP, terminating his employment, and/or refusing to reinstate Plaintiff following his grievance/appeal.

87.

Defendant City Manager Johnson acquiesced to, agreed with, or otherwise complied with the discriminatorily motivated pressure from Newton and Beckles.

88.

Plaintiff was replaced by a Black individual.

89.

42 U.S.C. § 1981 prohibits Defendants from discriminating against Plaintiff on the basis of race with regard to his employment.

90.

The above-pleaded discriminatory conduct toward Plaintiff was done because of Plaintiff's race and constitutes unlawful race discrimination against Plaintiff in the terms and conditions of his employment and in the termination of his employment in violation of 42 U.S.C. § 1981.

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91.

Defendants undertook their conduct intentionally and maliciously with respect to Plaintiff and his federally protected rights, or additionally, and in the alternative, undertook their conduct recklessly with respect to Plaintiff and his federally protected rights, entitling Plaintiff to recover punitive damages against Defendants Newton and Beckles.

92.

Defendants willfully and wantonly disregarded Plaintiff's federally protected rights and Defendants' discrimination against Plaintiff was undertaken in bad faith.

93.

As a direct and proximate result of Defendants' violations of 42 U.S.C. § 1981, Plaintiff has suffered damages including lost compensation and other benefits of employment, emotional distress, inconvenience, loss of income, humiliation, and other indignities.

94.

Accordingly, Plaintiff is entitled to the equitable and monetary relief set forth in the following prayer for relief for Defendants' violation of his rights under 42 U.S.C. § 1981.

COUNT III
RETALIATION IN VIOLATION OF 42 U.S.C. § 1981

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Against All Defendants

95.

Plaintiff incorporates paragraphs 1 through 67 by reference as if set forth fully herein.

96.

42 U.S.C. § 1981 prohibits Defendants from retaliating against Plaintiff because he engaged in protected activity with regard to his employment.

97.

Plaintiff engaged in protected activity when he submitted complaints of race discrimination in his grievance/appeal.

98.

Defendants retaliated against Plaintiff in the terms and conditions of his employment when, among other things, they refused to reinstate Plaintiff following his grievance/appeal.

99.

Defendant Newton caused or directed the denial of Plaintiff's reinstatement through his grievance/appeal.

100.

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Defendant Beckles caused or directed the denial of Plaintiff's reinstatement through his grievance/appeal.

101.

Defendant Johnson acquiesced to, agreed with, or otherwise complied with the denial of Plaintiff's reinstatement through his grievance/appeal.

102.

The above-pleaded retaliatory conduct toward Plaintiff was done because of his complaints of race discrimination and constitutes unlawful retaliation against Plaintiff in the terms and conditions of his employment in violation of 42 U.S.C. § 1981.

103.

Defendants' actions constitute unlawful intentional retaliation in violation of 42 U.S.C. § 1981.

104.

Defendants willfully and wantonly disregarded Plaintiff's federally protected rights and Defendant's discrimination against Plaintiff was undertaken in bad faith.

105.

Defendants undertook their conduct intentionally and maliciously with respect to Plaintiff and his federally protected rights, or additionally, and in the

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alternative, undertook their conduct recklessly with respect to Plaintiff and his federally protected rights, entitling Plaintiff to recover punitive damages against Defendants Newton and Beckles.

106.

As a direct and proximate result of Defendants' violations of 42 U.S.C. § 1981, Plaintiff has suffered damages including lost compensation and other benefits of employment, emotional distress, inconvenience, loss of income, humiliation, and other indignities.

107.

Accordingly, Plaintiff is entitled to the equitable and monetary relief set forth in the following prayer for relief for Defendants' violation of his rights under 42 U.S.C. § 1981.

COUNT IV
RACE DISCRIMINATION IN VIOLATION OF TITLE VII
Against Defendant City of Norcross, Georgia

108.

Plaintiff incorporates paragraphs 1 through 67 by reference as if set forth fully herein.

109.

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Defendant Mayor Newton was an agent of the City of Norcross, Georgia and caused Defendant City, through City Manager Johnson, to take adverse employment actions against Plaintiff including, but not limited to, placing him on an unwarranted PIP, terminating his employment, and/or refusing to reinstate Plaintiff following his grievance/appeal.

110.

The City, through the action of Defendant Mayor Newton, adversely affected Plaintiff's employment by other means as described above including, but not limited to: attacking Plaintiff's professional credibility, accusing Plaintiff of defrauding the City, and amplifying customer complaints in the Finance and Administrative Services Department.

111.

Defendant Councilmember Beckles was an agent of the City of Norcross, Georgia and caused Defendant City, through City Manager Johnson, to take adverse employment actions against Plaintiff including, but not limited to, placing him on an unwarranted PIP, terminating his employment, and/or refusing to reinstate Plaintiff following his grievance/appeal.

112.

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The City, through the actions of Defendant Councilmember Beckles, affected Plaintiff's employment by other means as described above including, but not limited to: ignoring him on tours of Plaintiff's department, passing him over for thanks for efforts, questioning his qualifications regarding his education in music, and falsely accusing him of anger issues.

113.

Defendant City Manager Johnson was an agent of the City of Norcross, Georgia and took adverse employment actions against Plaintiff under pressure and influence from Newton and Beckles including, but not limited to, placing him on an unwarranted PIP, terminating his employment, and/or refusing to reinstate Plaintiff following his grievance/appeal.

114.

Defendant City Manager Johnson acquiesced to, agreed with, or otherwise complied with the discriminatorily motivated pressure from Newton and Beckles.

115.

Plaintiff was replaced by a Black individual.

116.

Title VII prohibits Defendant City from discriminating against Plaintiff on the basis of race with regard to his employment.

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117.

The above-pleaded discriminatory conduct toward Plaintiff was done because of Plaintiff's race and constitutes unlawful race discrimination against Plaintiff in the terms and conditions of his employment in violation of Title VII.

118.

Additionally and in the alternative, Plaintiff's race was a motivating factor in the above-pleaded discriminatory conduct toward Plaintiff in violation of Title VII.

119.

As a direct and proximate result of Defendant's violations of Title VII, Plaintiff has suffered damages including lost compensation and other benefits of employment, emotional distress, inconvenience, loss of income, humiliation, and other indignities.

120.

Accordingly, Plaintiff is entitled to the equitable and monetary relief set forth in the following prayer for relief for Defendant's violation of his rights under Title VII.

COUNT V
SEX DISCRIMINATION IN VIOLATION OF TITLE VII
Against Defendant City of Norcross, Georgia

121.

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Plaintiff incorporates paragraphs 1 through 67 by reference as if set forth fully herein.

122.

Defendant Mayor Newton was an agent of the City of Norcross, Georgia and caused Defendant City, through the conduct of City Manager Johnson, to take adverse employment actions against Plaintiff including, but not limited to, placing him on an unwarranted PIP, terminating his employment, and/or refusing to reinstate Plaintiff following his grievance/appeal.

123.

The City, through the actions of Defendant Mayor Newton, adversely affected Plaintiff's employment by other means as described above including, but not limited to: attacking Plaintiff's professional credibility, accusing Plaintiff of defrauding the City, and amplifying customer complaints in the Finance and Administrative Services Department.

124.

Defendant Councilmember Beckles was an agent of the City of Norcross, Georgia and caused Defendant City, through the conduct of City Manager Johnson, to take adverse employment actions against Plaintiff including, but not limited to,

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placing him on an unwarranted PIP, terminating his employment, and/or refusing to reinstate Plaintiff following his grievance/appeal.

125.

The City, through the actions of Defendant Councilmember Beckles, affected Plaintiff's employment by other means as described above including, but not limited to: ignoring him on tours of Plaintiff's department, passing him over for thanks for efforts, questioning his qualifications regarding his education in music, and falsely accusing him of anger issues.

126.

Defendant City Manager Johnson was an agent of the City of Norcross, Georgia and took adverse employment actions against Plaintiff under pressure and influence from Newton and Beckles including, but not limited to, placing him on an unwarranted PIP, terminating his employment, and/or refusing to reinstate Plaintiff following his grievance/appeal.

127.

Defendant City Manager Johnson acquiesced to, agreed with, or otherwise complied with the discriminatorily motivated pressure from Newton and Beckles.

128.

Plaintiff was replaced by a woman.

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129.

Title VII prohibits Defendant City from discriminating against Plaintiff on the basis of sex with regard to his employment.

130.

The above-pleaded discriminatory conduct toward Plaintiff was done because of Plaintiff's sex and constitutes unlawful sex discrimination against Plaintiff in the terms and conditions of his employment in violation of Title VII.

131.

Additionally and in the alternative, Plaintiff's sex was a motivating factor in the above-pleaded discriminatory conduct toward Plaintiff in violation of Title VII.

132.

As a direct and proximate result of Defendant's violations of Title VII, Plaintiff has suffered damages including lost compensation and other benefits of employment, emotional distress, inconvenience, loss of income, humiliation, and other indignities.

133.

Accordingly, Plaintiff is entitled to the equitable and monetary relief set forth in the following prayer for relief for Defendant's violation of his rights under Title VII.

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COUNT VI
INTERSECTIONAL OR SUBGROUP DISCRIMINATION IN VIOLATION OF TITLE VII
Against Defendant City of Norcross, Georgia

134.

Plaintiff incorporates paragraphs 1 through 67 by reference as if set forth fully herein.

135.

Defendant Mayor Newton was an agent of the City of Norcross, Georgia and caused the City, through City Manager Johnson to take adverse employment actions against Plaintiff including, but not limited to, placing him on an unwarranted PIP, terminating his employment, and/or refusing to reinstate Plaintiff following his grievance/appeal.

136.

The City, through the actions of Defendant Mayor Newton, adversely affected Plaintiff's employment by other means as described above including, but not limited to: attacking Plaintiff's professional credibility, accusing Plaintiff of defrauding the City, and amplifying customer complaints in the Finance and Administrative Services Department.

137.

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Defendant Councilmember Beckles was an agent of the City of Norcross, Georgia and caused the City, through City Manager Johnson, to take adverse employment actions against Plaintiff including, but not limited to, placing him on an unwarranted PIP, terminating his employment, and/or refusing to reinstate Plaintiff following his grievance/appeal.

138.

The City, through the actions of Defendant Councilmember Beckles, affected Plaintiff's employment by other means as described above including, but not limited to: ignoring him on tours of Plaintiff's department, passing him over for thanks for efforts, questioning his qualifications regarding his education in music, and falsely accusing him of anger issues.

139.

Defendant City Manager Johnson was an agent of the City of Norcross, Georgia and took adverse employment actions against Plaintiff under pressure and influence from Newton and Beckles including, but not limited to, placing him on an unwarranted PIP, terminating his employment, and/or refusing to reinstate Plaintiff following his grievance/appeal.

140.

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Defendant City Manager Johnson acquiesced to, agreed with, or otherwise complied with the discriminatorily motivated pressure from Newton and Beckles.

141.

Plaintiff was replaced by a Black woman.

142.

Title VII prohibits Defendant from discriminating against Plaintiff on the basis of the intersection of his race and sex or based on his subgroup class of white males with regard to his employment.

143.

The above-pleaded discriminatory conduct toward Plaintiff was done because of the intersection of Plaintiff's race and sex or based on his subgroup class of white males and constitutes unlawful intersectional or subgroup discrimination against Plaintiff in the terms and conditions of his employment in violation of Title VII.

144.

Additionally and in the alternative, the intersection of his race and sex or his status within the subgroup class of white males was a motivating factor in the above-pleaded discriminatory conduct toward Plaintiff.

145.

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As a direct and proximate result of Defendant's violations of Title VII, Plaintiff has suffered damages including lost compensation and other benefits of employment, emotional distress, inconvenience, loss of income, humiliation, and other indignities.

146.

Accordingly, Plaintiff is entitled to the equitable and monetary relief set forth in the following prayer for relief for Defendant's violation of his rights under Title VII.

COUNT VII
RETALIATION IN VIOLATION OF TITLE VII
Against Defendant City of Norcross, Georgia

147.

Plaintiff incorporates paragraphs 1 through 67 by reference as if set forth fully herein.

148.

Title VII prohibits Defendant City from retaliating against Plaintiff because he engaged in protected activity with regard to his employment.

149.

Plaintiff engaged in protected activity when he brought complaints of race, sex, and intersectional discrimination in his grievance/appeal.

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150.

Defendant City retaliated against Plaintiff in the terms and conditions of his employment when, among other things, it refused to reinstate Plaintiff following his grievance/appeal.

151.

The above-pleaded retaliatory conduct toward Plaintiff was done because of his complaints of race, sex, and intersectional discrimination and constitutes unlawful retaliation against Plaintiff in the terms and conditions of his employment in violation of Title VII.

152.

Defendant City's actions constitute unlawful intentional retaliation in violation of Title VII.

153.

As a direct and proximate result of Defendant's violations of Title VII, Plaintiff has suffered damages including lost compensation and other benefits of employment, emotional distress, inconvenience, loss of income, humiliation, and other indignities.

154.

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Accordingly, Plaintiff is entitled to the equitable and monetary relief set forth in the following prayer for relief for Defendants' violation of his rights under Title VII.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands a **TRIAL BY JURY** and that the following relief be granted:

A. That the Court take jurisdiction of this matter;

B. That process be served;

C. That the Court award Plaintiff his back pay and lost economic benefits of employment, including interest, in an amount to be determined at the trial of this case;

D. That the Court award non-economic compensatory damages in an amount to be determined by the trier of fact;

E. That the Court award punitive damages against Defendants Newton, Beckles and Johson in an amount to be determined by the trier of fact;

F. That the Court enter an order reinstating Plaintiff to his employment with Defendant, or if this is not practicable, award him front pay damages and lost pension and other economic benefits in lieu thereof;

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G. That the Court award Plaintiff his costs of litigation in this action and his reasonable attorney's fees and costs of litigation;

H. That the Court grant to Plaintiff the right to have a trial by jury on all issues triable to a jury; and

I. That the Court grant such additional relief as the Court deems proper and just.

Respectfully submitted this 1st day of November, 2024.

BUCKLEY BALA WILSON MEW LLP

By: */s/Joseph Quattlebaum*
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Facsimile: (404) 781-1101

Counsel for Plaintiff

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EXHIBIT

“C”

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THOMPSON O'BRIEN

Thompson, O'Brien, Kappler & Nasuti, P.C.
Attorneys at Law

William J. Diehl
wdiehl@tokn.com
Phone: 770-925-0111

March 14, 2025

VIA ELECTRONIC MAIL
Monique Philip
City Clerk, City of Norcross
65 Lawrenceville Street
Norcross, GA 30071
Monique.philip@norcrossga.net

RE: Appointment of Special Master in Ethics Investigation made Pursuant to City of Norcross Code of Ethics § 2-309

Madam Clerk,

Please allow this correspondence to serve as notice of the appointment of a special master to investigate the accusation made by Hon. Buckey Johnson against Mayor Craig Newton. Pursuant to § 2-309 of the City of Norcross Code, accusations against an elected official require the appointment of a special master, determined by the Chief Magistrate Judge of the County and the City Attorney. Having conferred with Chief Magistrate Judge Kristina Blum, ***Charles Jody Campbell*** has been selected as the special master to administer the investigative duties assigned to him by the Code of Ethics.

Mr. Campbell meets the qualification of a special master under our ordinances. His engagement agreement with the City is attached hereto. Mr. Campbell shall have the powers appointed to him by the Code of Ethics and, within 60 days of receipt of the accusation (that is, May 5, 2025) may, if sufficient facts are stated and justified, issue a written report making a recommendation to the City Council on further actions.

Please forward this communication to the accused (Mayor Newton) and retain this communication in the record of this proceeding.

THOMPSON, O'BRIEN, KAPPLER & NASUTI, P.C.

/s/ William J. Diehl
William J. Diehl, City Attorney

CC: Jody Campbell
Chief Magistrate, Kristina Blum

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BLUM & CAMPBELL, LLC
Attorneys at Law
3000 Langford Road, Building 100
Peachtree Corners, Georgia 30071

JODY CHARLES CAMPBELL
ATTORNEY AT LAW
LICENSED IN GA

TELEPHONE: (470) 365-2890
FACSIMILE: (470) 365-2889
JODY@BLUMCAMPBELL.COM

March 14, 2025

Via Email Only to
wdiehl@tokn.com

The City of Norcross, Georgia
c/o William Diehl, City Attorney
65 Lawrenceville St NW
Norcross, GA 30071

RE: ATTORNEY-CLIENT PRIVILEGED COMMUNICATION
Engagement of Blum & Campbell, LLC

Dear Mr. Diehl:

On behalf of the entire firm, I would like to express our appreciation in your selection of me to serve as Special Master in the pending ethics complaint filed by Bucky Johnson against Mayor Craig Newton on March 4, 2025. We would like to take this opportunity to outline the exact scope of the representation, and to acquaint you with our firm's policies and procedures.

Pursuant to Section 2-309(a)(3), for all time spent on this matter, the City agrees to pay an hourly rate of $220.00 per hour. You further agree to pay any and all expenses incurred in defending you in this action, which said expenses will be added to the monthly invoice. Invoices are due thirty (30) days from the date of the invoice and failure to pay invoices on a timely basis my result in a suspension or termination of this engagement.

I will be the attorney in charge of your case and, therefore, will be the appropriate contact person for services to be rendered on your behalf by our firm. Although I strive to be as responsive as possible, please understand that our firm represents a number of different clients with a wide variety of legal needs, and there will be occasions where other matters must take priority. In any case, we will endeavor to return your call within 24 hours.

You agree to provide me with any and all information and documents necessary to complete all tasks required by law. The scope of this engagement and the duties and powers of me as Special Master are set forth in Section 2-309(b) of the Code of Ordinances of the City of Norcross. Furthermore, when this matter is closed, it is your responsibility to identify any

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documents in the firm's possession of which you would like the firm to return to your custody. The undersigned maintains and uses secure, cloud-based software for storage of client information and management of client case files. You consent to the use of this software for your file(s). At the conclusion of the representation, we will retain your legal files for a period of two years after we close our file. At the expiration of the two-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

In addition to the foregoing, you have been advised that a portion of this firm's practice includes representing property owners in zoning and land use matters, including zoning matters for properties located within the municipal limits of the City of Norcross. On behalf of both yourself and the City of Norcross, you acknowledge and agree that the firm's representation of will be limited only to the aforementioned matter, that you and the City waive any future conflicts of interest involving different this firm's representation of other clients before, and potentially against, the City of Norcross in matters related to other properties, clients and matters unrelated to the subject of this representation.

This letter sets forth the entire agreement between us regarding our engagement in connection with the above-referenced matter. It may be changed only in writing signed by all parties to this agreement. This agreement and its performance are governed by the laws of the State of Georgia. If this letter satisfactorily represents our agreement, please sign below and return to me. It is a pleasure to represent you in this matter.

Sincerely,

BLUM & CAMPBELL, LLC

Judy Charles Campbell

SO READ AND AGREED TO:

_____

Print Name: William J. Dodd

Title: City Attorney

Minutes Acceptance: Minutes of May 5, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

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

Agenda Report

To: Mayor and Council

From: Councilmembers Bruce Gaynor, Matt Myers, Marshall Cheek

Meeting Date: May 5, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7297

Title: **Comprehensive Plan changes**

CC: Eric Johnson, City Manager

Recommendation:

Reopen the Comprehensive Plan as approved in April 2024 to resolve inconsistencies, with staff to present Council-suggested and staff-recommended changes at a future Planning Work Session.

Background: The 2024 Comprehensive Plan was approved by Council in April, 2024. At the time, Council was being pressured to approve the document due to time constraints placed on us by the ARC. The Council reserved the right to immediately reopen the plan to address any concerns that might have been overlooked due to the time pressures.

Financial Impact: none

Consistent with Comprehensive Plan?

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment

Attachments
Comp plan as approved in April of 2024

Minutes Acceptance: Minutes of May 5, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

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

AGENDA REPORT

To: Mayor and Council

From: Andrew Hixson, Councilmember

Meeting Date: May 5, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7298

Title: Buford Highway Master Plan Update

CC: Eric Johnson, City Manager

Recommendation

Approval to perform an update to the Buford Highway Master Plan, financial impact to be determined.

Background

Between 2020 and 2021, the City developed a high-level master plan to guide the intentional development along the Buford Highway corridor between Jimmy Carter Boulevard and Beaver Ruin Road, with a specific interest in uniting the city through new homes, retail, parks and office space. Since then, the City has updated and adopted a new Comprehensive Plan which serves as the guiding document for development City-wide. The Buford Highway Master Plan is now inconsistent with the Comprehensive Plan and consideration should be made toward consistency across all plans, and including the Unified Development Ordinance (UDO) with respect to the Buford Highway (BH) zoning district.

Financial Impact

Currently unknown, this undertaking will necessitate supplemental support from a consultant to assist staff with the update

Consistent with Comprehensive Plan?
Goal 6 - Furthers the City's Tradition of Strong Leadership and High Level of Quality Services.

Attachments
The Buford Highway Master Plan can be reviewed here: https://norcrossga.net/335/Studies-Plans

Next Steps

Approve request and funding allocation and allow City Manager to authorize the work to commence.

Minutes Acceptance: Minutes of May 5, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

NORCROSS
a place to imagine

Meeting Minutes

Monday, May 19, 2025

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton
Mayor Pro Tem Marshall Cheek
Councilmember Andrew Hixson
Councilmember Josh Bare
Councilmember Matt Myers
Councilmember Bruce Gaynor

Meeting Recording:
https://youtube.com/live/48xB4ToCCmU?feature=share

A. Roll Call (recorded)

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

The Policy Work Session was called to order at 6:30 PM by Mayor Craig Newton.

B. Citizen Input

* Mr. Toliver, whose business is located inside the Historic Cotton Gin, expressed concerns about the building's maintenance and overall condition. He noted several aesthetic issues and emphasized that the property is in need of general upkeep and attention. Mr. Toliver was advised to share his concerns with the City Manager, who will follow up with the Downtown Development Authority (DDA) as appropriate.
* Jim Eyre addressed the sanitary sewer pipe relining project and suggested verifying consulting costs against contractor estimates—potentially from Reeves Young. Regarding the Historic Women's Club, he recommended confirming pricing consistency between consultants and contractors. On the Techie Homes item, he expressed support for the high-tech, energy-saving features and suggested that, if successful, the program be expanded and offered to all Norcross Power customers.

C. Board Updates

* Architectural Review Board Update - Chair Jeff Hopper
* Planning & Zoning Board Update - Chair Jim Poteete - POSTPONED

D. General Updates

* Expanded Downtown Parking - Roger Grant, Columbia
  - Scheduled to return as a discussion item at the June 16 Policy Work Session.

E. Council - General Discussion

F. City Manager's Report

G. Board Appointments

The Mayor and Council will consider appointments and reappointments to the following Boards, Commissions, or Authorities:

* Architectural Review Board (One Vacancy | One Applicant) Added in Executive Session
* Discovery Garden Park Board (Five Vacancies | Three Applicants)
* Planning & Zoning Board (Two Vacancies | Two Applicants)
* Tree Preservation Board (Two Applicants | One Vacancy)

Minutes Acceptance: Minutes of May 19, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

H. Items for Discussion

1. **25-7325: Gateway85 Expansion Resolution**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/2/2025 6:30 PM**
TO:	Mayor and Council

2. **25-7314: SUP2025-002 3150 Holcomb Bridge Road**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/16/2025 6:30 PM**
TO:	Policy Work Session

3. **25-7319: Approval of Light Box Vinyl Wraps for the Norcross Forever Stamps Project**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/2/2025 6:30 PM**
TO:	Mayor and Council

4. **25-7320: Public Art Scavenger Hunt - Phase I Sculpture Implementation**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/2/2025 6:30 PM**
TO:	Mayor and Council

5. **25-7321: Reclassify Part-Time Police Officer Position to Full-Time**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/2/2025 6:30 PM**
TO:	Mayor and Council

6. **25-7322: Sanitary Sewer Pipe Relining - Public Safety Building Site**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/2/2025 6:30 PM**
TO:	Mayor and Council

7. **25-7323: Abandonment of a Section of Stevens Road**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/2/2025 6:30 PM**
TO:	Mayor and Council

Minutes Acceptance: Minutes of May 19, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

8. **25-7324: Action Items for the Historic Women's Club**

The first set of action items are scheduled for consideration at the June 2 Regular Council Meeting.

Recommended List of Action Items and Costs

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/2/2025 6:30 PM**
TO:	Mayor and Council

The remaining list of action items are scheduled to return for discussion at the June 16 Policy Work Sessio

Remaining List of Action Items and Costs

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 6/16/2025 6:30 PM**
TO:	Policy Work Session

9. **25-7326: Techie Home Cottage Options**

RESULT:	**THIS MATTER WAS REFERRED TO** **Next: 7/21/2025 6:30 PM**
TO:	Policy Work Session

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

The meeting adjourned at 9:29 PM with a motion to adjourn made by Councilmember Myers, seconded by Councilmember Bare.

J. Signed by: _____ Mayor Craig Newton

K. Attest: _____ Monique Philip, City Clerk

Minutes Acceptance: Minutes of May 19, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

Action Items Recommended	Costs	
Environmental Testing (Underway)	$3,200	
Provide/repair foundation drain at building addition and replace waterproofing at below grade walls .	$2,200.00	
Spot repairs to both roofs, replace buckled areas, replace damaged shingles/Tar Roof, Fabricate and install chimney cover onto brick fireplace and seal cap.	$8,800.00	
Repair Sofit Damage and repaint	$3,300.00	
Replace gutters and downspouts. Direct water away from the building	$4,000.00	
Clean Ductwork	$900.00	
Replace Cloth insulated wiring	$2,000.00	
Investigate condition of main sanitary sewer lateral	$1,500.00	
2 Exit signs with emergency lighting (Underway)	$600.00	
Complete remediation/cleanup of animal waste above suspended ceiling. Ceiling tiles potential ACM.	$7,700.00	
Total	**$34,200.00**	15% Contingency
		$39,330.00

Minutes Acceptance: Minutes of May 19, 2025 6:30 PM (Presentation of previous meeting minutes for acceptance)

Action Item Options Recommended ONLY for use of building for a longer period of time, prior to complete remodel/renovation/addition	Costs
Replace settled concrete sidewalk and steps	$4,000.00
Renovate both bathrooms (excludes ADA modifications).	$10,000
Install new suspended ceiling in 1960s addition	$7,000.00
Replace carpet in 1960s addition	$3,000.00
Repair ceiling in library area and repaint	$9,000.00
Possible Asbestos or Lead abatement necessary	$9,000.00
**Do we make ADA compliant for access?	?
Total	**$42,000.00**
Total of both	**$75,600.00**

15% Contingency
$86,940.00

Action Item Options NOT Recommended	Costs
Replace both roofs	$43,000.00
Replace windows	$32,000.00
Total	**$75,000.00**

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

City of Norcross

Legislation Details (With Details)

File #:	25-7341	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Acceptance of the Agenda and Approval of the Consent Agenda		
Sponsors:			
Code Sections:			

Title
Acceptance of the Agenda and Approval of the Consent Agenda

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

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

City of Norcross

Legislation Details (With Details)

File #:	25-7342	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Proclamation Recognizing CertaPro Painters		

Sponsors:

Code Sections:

Attachments:

1. PRO - CertaPro Painters

Title
Proclamation Recognizing CertaPro Painters

Presenter
Mayor Craig Newton

Proclamation

The City of Norcross
Recognizing Outstanding Service of:

CertaPro Painters

Whereas: CertaPro Painters has consistently demonstrated a steadfast commitment to enriching the lives of local residents through dedicated service, compassion, and community involvement; and

Whereas: in the spirit of generosity and civic engagement, CertaPro Painters graciously wrapped all the gifts for the Mayor's Angel Tree initiative and personally supported several children, bringing holiday joy and hope to families in need; and

Whereas: CertaPro Painters once again went above and beyond by assembling and wrapping all the goodie bags for the City's annual Easter Egg Hunt, ensuring a fun, festive, and memorable event for the children of our community; and

Whereas: CertaPro Painters lives out its mission "to deliver certainty through extraordinary customer experiences" not only through its high-quality residential and commercial painting services, but also through values of integrity, respect, and a relentless dedication to continuous improvement; and

Whereas: the organization's belief that strong communities create better lives for everyone is reflected in its numerous service initiatives—including "Paint It Pink" and other local projects—that foster trust, uplift neighborhoods, and build a legacy of giving back;

NOW, THEREFORE, I, **Mayor Craig Newton, and the City Councilmembers** do hereby recognize and commend **CertaPro Painters** for their outstanding service and dedication to the betterment of our community and extend heartfelt gratitude for their invaluable contributions to the Mayor's Angel Tree and Easter Egg Hunt.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Norcross to be affixed this 2nd of June, 2025.

_____
Craig Newton, Mayor

Attachment: PRO - CertaPro Painters (25-7342 : Proclamation Recognizing CertaPro Painters)

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

City of Norcross

Legislation Details (With Details)

File #:	25-7343	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Proclamation Honoring Jim Poteete		
Sponsors:			
Code Sections:			
Attachments:			

1. PRO - Chair Jim Poteete

Title
Proclamation Honoring Jim Poteete

Presenter
Mayor Craig Newton

Proclamation

The City of Norcross, Georgia

Honors

JIM POTEETE

For His Service on the Planning and Zoning Board

WHEREAS: Jim Poteete has served the City of Norcross with distinction, most notably as Chair of the Planning & Zoning Board, where he led with vision, fairness, shaping not just policy, but the very character of our growing city; and

WHEREAS: During his tenure, Jim approached his role with diligence, professionalism, and a strong commitment to the Planning & Zoning Board's mission, guiding complex zoning and development efforts with the best interests of Norcross at heart; and

WHEREAS: During the extraordinary challenges of the COVID-19 pandemic, Jim led the Board with resilience and determination, ensuring that progress did not stall and that the city's forward momentum never wavered, even when the work had to continue through screens and uncertain times; and

WHEREAS: Under Jim's guidance, the Board supported thoughtful and strategic growth, welcoming innovative development, exciting new businesses, and diverse housing opportunities while honoring Norcross's historic charm and community values;

WHEREAS: Jim has been a passionate advocate for the transformation of the Buford Highway Corridor, playing a vital role in shaping a visionary plan that is now coming to life, bringing renewed connectivity, opportunity, and vibrancy to Norcross and inspiring great pride in the city's future; and

WHEREAS: Jim's steadfast leadership and deep well of knowledge have left an enduring mark on the Planning & Zoning Board, guiding transformative decisions that have helped shape Norcross into a more vibrant, welcoming, and thoughtfully developed city, one that will serve and inspire both current residents and generations to come.

NOW, THEREFORE, I, Craig Newton, Mayor of the City of Norcross, on behalf of the Norcross City Council, do hereby extend our heartfelt appreciation to Jim Poteete for his exemplary service and leadership as Chair of the Planning and Zoning Board. His thoughtful guidance has helped shape a brighter future for our city, and we are grateful for the lasting mark he leaves behind.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Norcross to be affixed this 2nd day of June 2025.

_____

Craig Newton, Mayor

_____

Attest: Monique Philip, City Clerk

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

City of Norcross

Legislation Details (With Details)

File #:	25-7344	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Proclamation Honoring Cindy Flynn		
Sponsors:			
Code Sections:			
Attachments:			

1. PRO - Cindy Flynn

Title
Proclamation Honoring Cindy Flynn

Presenter
Mayor Craig Newton

Proclamation

The City of Norcross, Georgia

Honors

CINDY FLYNN

For Her Service on the Architectural Review Board

WHEREAS: Cindy Flynn has faithfully and diligently served the City of Norcross as a member of the Architectural Review Board (ARB) for many years, generously contributing her time, expertise, and thoughtful judgment to the preservation and enhancement of the city's architectural heritage; and

WHEREAS: Cindy played a key role in reviewing and guiding a wide range of impactful developments in Norcross during her tenure, including the Lum Howell project, Adams Vineyard, the Ollie Avenue project, the full buildout of the Hedgewood neighborhood, and numerous single-family, multifamily, and commercial developments—most notably Adams Vineyard, which stands out for its design complexity and the architectural uniqueness of each home; and

WHEREAS: Cindy's thoughtful guidance and steadfast dedication have greatly contributed to the preservation of Norcross's unique architectural heritage, fostering a vibrant and welcoming community that honors its history while embracing the future; and

WHEREAS: Cindy's collaborative spirit, professionalism, and dedication have earned the respect and appreciation of her fellow board members, city staff, and the broader Norcross community; and

WHEREAS: Concluding her service with distinction, Cindy Flynn leaves behind a profound and enduring legacy that has significantly shaped the architectural character of the City of Norcross and will continue to inspire and benefit the community for generations to come.

NOW, THEREFORE, I, Craig Newton, Mayor of the City of Norcross, on behalf of the Norcross City Council, do hereby express our sincere gratitude to Cindy Flynn for her remarkable service on the Architectural Review Board. We commend her dedication to preserving the character and charm of Norcross and wish her continued success in all her future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Norcross to be affixed this 2nd day of June 2025.

_____

Craig Newton, Mayor

_____

Attest: Monique Philip, City Clerk

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

City of Norcross

Legislation Details (With Details)

File #:	25-7345	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Proclamation Honoring John Herron		

Sponsors:

Code Sections:

Attachments:

1. PRO - John Herron

Title
Proclamation Honoring John Herron

Presenter
Mayor Craig Newton

Proclamation

The City of Norcross, Georgia

Honors

JOHN HERRON

For His Service on the Discovery Garden Park Board

WHEREAS: John Herron has served the City of Norcross with exceptional dedication as both Chair and a longstanding member of the Discovery Garden Park Board, guiding its mission with humility, grace, and an unwavering commitment to public service; and

WHEREAS: under his leadership and through his continued involvement, John helped nurture Discovery Garden Park into a beloved green space that not only enhances the natural beauty of Norcross, but also serves as a living classroom and peaceful refuge for residents and visitors alike; and

WHEREAS: John led the Board in amplifying the beauty of the Garden through key improvements, including the replacement of a damaged fountain with a vibrant new water feature, the creation of a Welcome Letter to better orient and educate member gardeners, a comprehensive update to the Board's bylaws and governance procedures, and the transformation of dysfunctional compost bins into raised gardens that now serve as a focal point for youth education—reflecting his guiding philosophy to "leave it better than you found it"; and

WHEREAS: His thoughtful leadership style, marked by kindness, patience, and quiet strength, has fostered a culture of collaboration and inclusion, empowering volunteers and fellow board members to flourish and contribute meaningfully to the garden's ongoing growth and success; and

WHEREAS: even beyond his role as Chair, John has remained a guiding presence on the Board, offering wisdom, encouragement, and a steadfast belief in the transformative power of community-driven work and environmental stewardship; and

WHEREAS: John's unwavering dedication and stewardship have created a lasting legacy that will continue to inspire future generations to honor, cherish, and preserve the beloved Discovery Garden as a treasured place of natural beauty and community spirit.

NOW, THEREFORE, I, Craig Newton, Mayor of the City of Norcross, on behalf of the Norcross City Council, do hereby recognize and honor John Herron for his exemplary service and leadership. We extend our heartfelt gratitude for the legacy he leaves behind —a legacy of kindness, purpose, and inspiration that will continue to flourish in our community for years to come.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Norcross to be affixed this 2nd day of June 2025.

_____

Craig Newton, Mayor

_____

Attest: Monique Philip, City Clerk

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

City of Norcross

Legislation Details (With Details)

File #:	25-7346	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Proclamation Honoring Sharon Cauthen		

Sponsors:

Code Sections:

Attachments:

1. PRO - Sharon Cauthen

Title
Proclamation Honoring Sharon Cauthen

Presenter
Mayor Craig Newton

Proclamation

The City of Norcross, Georgia

Honors

SHARON CAUTHEN

For Her Service on the Discovery Garden Park Board

WHEREAS: Sharon Cauthen has faithfully served the City of Norcross as a member of the Discovery Garden Park Board for two terms spanning four years, demonstrating a deep commitment to community engagement and the promotion of gardening and environmental stewardship; and

WHEREAS: Sharon's primary role as Manager of Social Media has significantly expanded the Board's outreach, creatively using Facebook to highlight Discovery Garden Park to over 1,200 neighbors and encourage community gardening, with over 1,000 views on the Facebook page in just the past 28 days; and

WHEREAS: Sharon established and cultivated an Instagram account for Discovery Garden Park, attracting 291 followers from local and international gardening communities, thereby broadening the park's visibility and influence; and

WHEREAS: beyond social media, Sharon has partnered with fellow board members to support educational programs and promote citizen science efforts such as the University of Georgia Pollinator Census, enriching the park's role as a center for learning and ecological awareness; and

WHEREAS: Sharon's thoughtful contributions to Board discussions and her inspiring journey, from a youth reluctant to garden to a passionate community steward, reflect her dedication, humility, and willingness to serve; and

WHEREAS: Sharon's story serves as a reminder that one need not be a seasoned gardener to make meaningful contributions; a heart for service and a willingness to learn are equally vital to the success of community initiatives.

NOW, THEREFORE, I, Craig Newton, Mayor of the City of Norcross, on behalf of the Norcross City Council, do hereby extend our sincere gratitude and commendation to Sharon Cauthen for her outstanding service and impactful contributions to the Discovery Garden Park Board. Her work has helped cultivate a stronger, more connected community and fostered a greater appreciation for nature and gardening among Norcross residents.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Norcross to be affixed this 2nd day of June 2025.

_____

Craig Newton, Mayor

_____

Attest: Monique Philip, City

Attachment: PRO - Sharon Cauthen (25-7346 : Proclamation Honoring Sharon Cauthen)

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

City of Norcross

Legislation Details (With Details)

File #:	25-7347	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Proclamation Honoring April MacManus		

Sponsors:

Code Sections:

Attachments:

1. PRO - April MacManus

Title
Proclamation Honoring April MacManus

Presenter
Mayor Craig Newton

Proclamation

The City of Norcross, Georgia

Honors

APRIL MACMANUS

For Her Service on the Discovery Garden Park Board

WHEREAS: The Discovery Garden Park stands as a living testament to the power of community, education, and environmental stewardship—a place where nature and neighbors come together in harmony; and

WHEREAS: the beauty and vitality of this beloved space are made possible through the dedication of individuals who serve on the Discovery Garden Park Board, working thoughtfully to protect its mission and preserve its natural character for generations to come; and

WHEREAS: April MacManus has exemplified that spirit of service through her years on the Board, offering not only her time and ideas, but her heart and vision to ensure the garden continues to grow as a space of learning, beauty, and community connection; and

WHEREAS: April has served diligently as Secretary of the Discovery Garden Park Board, meticulously taking minutes and providing vital organizational support that ensured the effective and transparent operation of the Board, with her ever-present laptop by her side; and

WHEREAS: April also served as a vigilant and passionate guardian of the Garden, embracing the role of a true "tiger mom" whose fierce devotion and protective care ensured that the park's natural beauty was preserved, its ecosystems remained healthy, and its mission continued to thrive for the benefit of all who visit; and

WHEREAS: April's contributions have not only enriched the landscape of the park itself, nurturing its gardens and natural spaces, but has also deepened the collective spirit that defines the Discovery Garden Park Board, a devoted group of stewards united by a shared commitment to something greater than themselves.

NOW, THEREFORE, I, Craig Newton, Mayor of the City of Norcross, on behalf of the Norcross City Council, do hereby extend our heartfelt appreciation to April MacManus for her outstanding service, unwavering dedication, and lasting contributions to the Discovery Garden Park Board. May her legacy of community spirit continue to inspire others, and may she find continued fulfillment, joy, and success in all her future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Norcross to be affixed this 2nd day of June 2025.

_____

Craig Newton, Mayor

_____

Attest: Monique Philip, City Clerk

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

City of Norcross

Legislation Details (With Details)

File #:	25-7348	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Proclamation Recognizing Municipal Court Clerks Week		

Sponsors:

Code Sections:

Attachments:

1. PRO - 2025 Municipal Court Clerks Week

Title
Proclamation Recognizing Municipal Court Clerks Week

Presenter
Mayor Craig Newton

Proclamation

IN RECOGNITION OF

MUNICIPAL COURT CLERKS WEEK
June 9-13, 2025

WHEREAS: Municipal Court Clerks play a significant role in ensuring that municipal courts preserve public safety and promote quality of life in the City of Norcross and local municipalities across the state; and

WHEREAS: the procedures for the Norcross Municipal Court operations are set forth by the Uniform Rules of Municipal Court and other laws of the State of Georgia; and

WHEREAS: more people come in contact with Municipal Court Clerks than all other city services combined, and public impression of the Norcross/Georgia judicial system is mainly dependent upon the public's experience in municipal court; and

WHEREAS: Municipal Court Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS: the Norcross Municipal Court is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us; Municipal Court Clerks act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

WHEREAS: it is most appropriate that we recognize the accomplishments and significant role the Municipal Court Clerks play in preserving the public confidence, integrity, and impartiality of the judiciary.

Now, therefore, I, Craig Newton, Mayor of the City of Norcross, do recognize the week of June 9-13, 2025, as Municipal Court Clerks Week and further extend appreciation to our Municipal Court Clerks, ***Daurielle Miller, Brenda Urbina-Hernandez, Cindy Sanchez, Erica Bing, Bianca Ramsey, and Katia Salmeron,*** Court Administrator and Chief Court Clerk, ***Maurice Shepherd*** and all Municipal Court Clerks for the vital services they perform and their exemplary dedication to the communities they represent and serve.

SO PROCLAMIED this __2__ day of __June__2025.

_____
Craig Newton, Mayor

_____
Attest: Monique Philip, City Clerk

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

City of Norcross

Legislation Details (With Details)

File #:	25-7349	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Swearing in of Officer Samantha Reyes		

Sponsors:

Code Sections:

Attachments:

1. Oath of Office - Officer Samantha Reyes

Title
Swearing in of Officer Samantha Reyes

Sworn-In by Mayor Craig Newton

Norcross Police Department

Oath of Office

I, Samantha Reyes, for so long as I am employed with the City of Norcross Police Department, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States of America and the Constitution of the State of Georgia, and I will faithfully perform and discharge the duties of my position, conscientiously and without malice or partiality, to the best of my ability;

I further swear (or affirm) to obey, to adhere to, to uphold and to enforce the laws of the United States of America, of the State of Georgia, and of the City of Norcross at all times;

So Help Me God.

_____
Officer's Signature

_____ _____
Administrator's Signature *Title and Name of Administrator*

_____
Date *Notary Public*

Attachment: Oath of Office - Officer Samantha Reyes (25-7349 : Swearing in of Officer Samantha Reyes)

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

City of Norcross

Legislation Details (With Details)

File #:	25-7350	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Board Appointment - Architectural Review Board		
Sponsors:			
Code Sections:			

Title
Board Appointment - Architectural Review Board

Motion
A motion to Approve/Deny the appointment of the following applicant and term as presented:

<u>Architectural Review Board</u>

_____ **06/01/2028**

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

City of Norcross

Legislation Details (With Details)

File #:	25-7351	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 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 appointment/reappointment of the following applicants and terms as presented:

<u>Discovery Garden Park Board</u>

_____ **06/01/2027**

_____ **06/01/2027**

_____ **06/07/2027**

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

City of Norcross

Legislation Details (With Details)

File #:	25-7352	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Board Appointment - Planning and Zoning Board		
Sponsors:			
Code Sections:			

Title
Board Appointment - Planning and Zoning Board

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

<u>Planning and Zoning Board</u>

_____ **06/01/2029**

_____ **06/01/2029**

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

City of Norcross

Legislation Details (With Details)

File #:	25-7353	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Board Appointment - Tree Preservation Board		
Sponsors:			
Code Sections:			

Title
Board Appointment - Tree Preservation Board

Motion
A motion to Approve/Deny the reappointment of the following applicant and term as presented:

<u>Tree Preservation Board</u>

_____ **06/01/2028**

NORCROSS
a place to imagine

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

City of Norcross

Legislation Details (With Details)

File #:	25-7325	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Gateway85 Expansion Resolution		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Gateway85 Expansion Resolution
2. Resolution
3. CID Map
4. List of Expansion Parcels

Title
Gateway85 Expansion Resolution

Drafter
Councilmember Andrew Hixson

Motion
A motion to Approve/Deny a resolution related to the expansion of parcels included in the Gateway85 Community Improvement District (CID), as requested by the CID.

NORCROSS
a place to imagine

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

AGENDA REPORT

To: Mayor and Council

From: Councilmember Andrew Hixson

Meeting Date: June 2, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7325

Title: Gateway85 Expansion Resolution

CC: Eric Johnson, City Manager

Recommendation
Approve resolution related to the expansion of parcels included in the Gateway85 Community Improvement District (CID), as requested by the CID.

Background
An expansion of the properties included within the Gateway85 CID has been submitted that includes five revenue-generating parcels and 92 non revenue-generating parcels. All are presented as contiguous to existing CID parcels. Owners of four of the five revenue-generating parcels (three of four owners, or 75% of owners) consented, and their parcels account for 75.71% of the total assessed value of $7,761,280. That meets the required threshold of 75%. City approval of the resolution is required by the CID.

Financial Impact

There is no financial impact to the City. The extension is estimated to generate $31,045 annually to the CID.

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

- Continues to define Norcross' sense of place

Attachments
Resolution
CID Map
List of Expansion Parcels

Attachment: Agenda Report - Gateway85 Expansion Resolution (25-7325 : Gateway85 Expansion Resolution)

RESOLUTION OF
THE CITY OF NORCROSS, GEORGIA
CONSENTING TO EXPANSION OF
GATEWAY85 GWINNETT COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, by Act of the Legislature, 2001 H.B. 654, as amended, the Georgia Legislature enacted the Gwinnett County Community Improvement Districts Act; and

WHEREAS, pursuant to said Act, the Gateway85 Gwinnett Community Improvement District (hereinafter the "CID"), formerly the Gwinnett Village Community Improvement District, was created by Resolution of the City of Norcross on March 27, 2006; and

WHEREAS, a majority of the owners of real property within a proposed expansion area, as attached hereto, which will be subject to taxes, fees, and assessments levied by the CID Board, have consented in writing to their inclusion into the CID; and

WHEREAS, the owners of real property within the proposed expansion area of the CID which constitutes at least seventy-five percent (75%) by value of all real property within said expansion area which will be subject to taxes, fees and assessments levied by the CID Board, according to the most recently approved Gwinnett County ad valorem tax digest, have consented in writing to their inclusion into the CID; and

WHEREAS, the City of Norcross has determined that the expansion of the CID would promote the provision of governmental services and facilities within said CID; and

WHEREAS, the City of Norcross has determined that the expansion of the CID would be in the best interest of the citizens of Norcross.

NOW, THEREFORE, BE IT RESOLVED, that the City of Norcross consents to the expansion of the boundaries of the Gateway85 Gwinnett Community Improvement District as attached hereto.

PASSED AND ADOPTED by the City of Norcross, Georgia, this _____ day of _____, 2025.

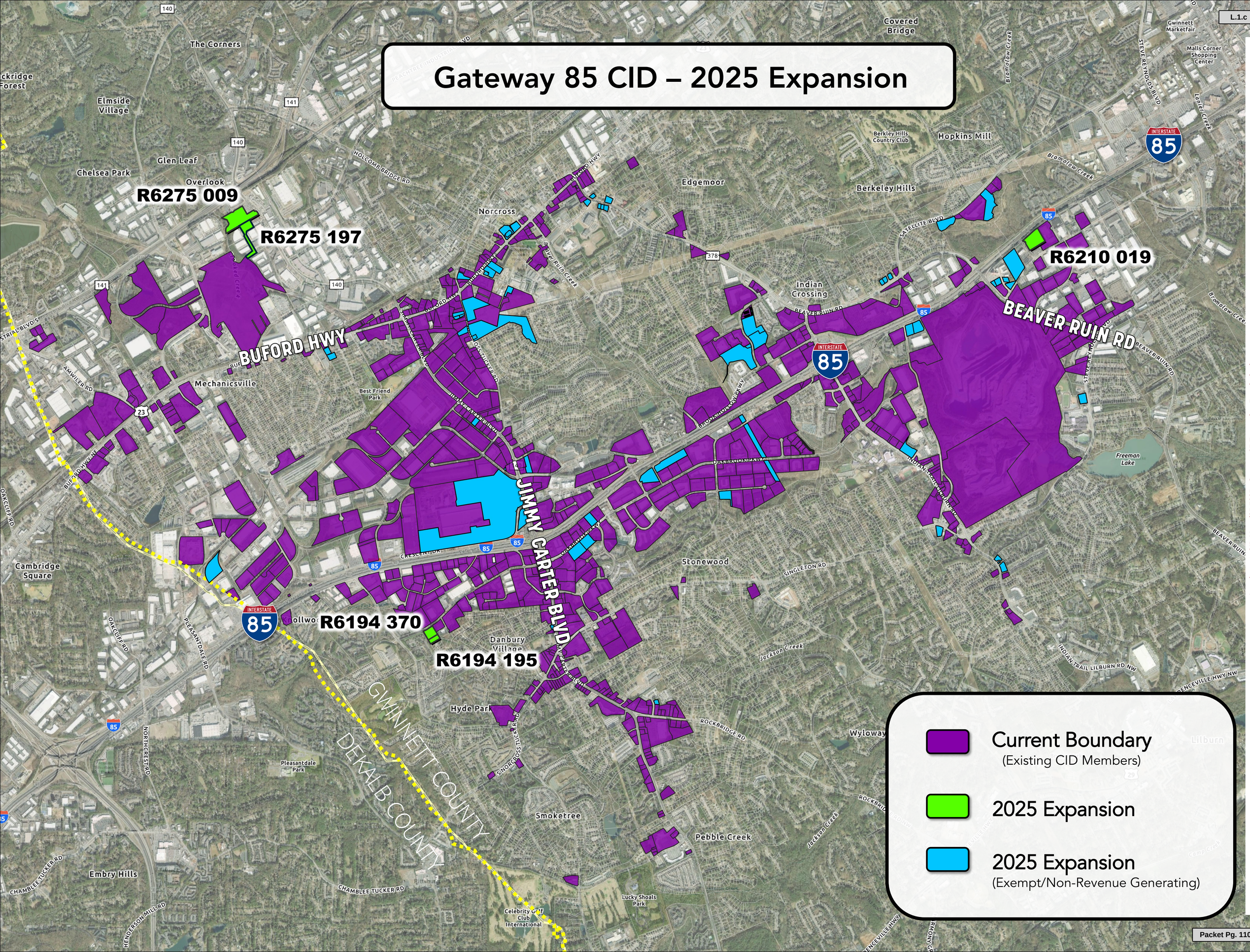
_____
Mayor

ATTEST:

_____
City Clerk

Attachment: Resolution (25-7325 : Gateway85 Expansion Resolution)

Gateway 85 CID – 2025 Expansion



	GATEWAY 85 EXPANSION APRIL 2025					
	Revenue-Generating Parcels					
ID #	Parcel Number	Owner Name	Assessed Value	CID Value	Location	Consent
	R6275 009	WESTCOTT ENTERPRISES LLC	$3,431,320.00	$13,725.28	Contiguous	Y
	R6210 019	REAL ESTATE HOLDIMG INC	$1,541,920.00	$6,167.68	Contiguous	Y
	R6194 370	GWINNETT INDUSTRIES INC	$871,640.00	$3,486.56	Contiguous	Y
	R6194 195	GWINNETT INDUSTRIES INC	$31,440.00	$125.76	Contiguous	Y
	R6275 197	M D HODGES ENT INC	$1,884,960.00	$7,539.84	Contiguous	N
	Total Values		**$7,761,280.00**	**$31,045.12**		
	Non Revenue-Generating Parcels					
	R7123 001	TRINITY CHURCH AT DULUTH INC	$0.00	$0.00	Contiguous	
	R6195 149	GEORGIA CUMBERLAND ASSOC OF SEVENTH-DAY	$0.00	$0.00	Contiguous	
	R6173 002	DOVER PLACE CONDOMINIUM ASSOCIATION INC	$0.00	$0.00	Contiguous	
	R6173 509	WEST WALTON PROPERTIES INC	$0.00	$0.00	Contiguous	
	R6197 023	GEORGIA POWER CO	$0.00	$0.00	Contiguous	
	R6200 002	GEORGIA TRANSMISSION CORP	$0.00	$0.00	Contiguous	
	R6200 003A	JACKSON ELECTRIC MEM CORP	$0.00	$0.00	Contiguous	
	R6200 009	GEORGIA TRANSMISSION CORP	$0.00	$0.00	Contiguous	
	R6210 035	AJS INVESTMENT INC	$0.00	$0.00	Contiguous	
	R6214 006A	GEORGIA POWER CO	$0.00	$0.00	Contiguous	
	R6216 048	SOUTHERN BELL TELEPHONE	$0.00	$0.00	Contiguous	
	R6220 024	GEORGIA POWER CO	$0.00	$0.00	Contiguous	
	R6223A009A	GEORGIA POWER CO	$0.00	$0.00	Contiguous	
	R6243 024A	SOUTHERN BELL TELEPHONE &	$0.00	$0.00	Contiguous	
	R6243 025	SOUTHERN BELL TELEPHONE	$0.00	$0.00	Contiguous	
	R6243 031	SOUTHERN BELL TELEPHONE	$0.00	$0.00	Contiguous	
	R6243 077	GEORGIA POWER CO	$0.00	$0.00	Contiguous	
	R6243 080	GEORGIA POWER CO	$0.00	$0.00	Contiguous	
	R6243 080A	GEORGIA POWER CO	$0.00	$0.00	Contiguous	
	R6243 182	MUNICIPAL ELEC AUTHORITY OF GA	$0.00	$0.00	Contiguous	
	R6244 003	GEORGIA POWER CO	$0.00	$0.00	Contiguous	
	R6244 004	GEORGIA POWER CO	$0.00	$0.00	Contiguous	
	R6244 072	GEORGIA POWER CO	$0.00	$0.00	Contiguous	
	R6196 133	SMV5 NORCROSS LLC	$0.00	$0.00	Contiguous	
	R6210 010	AOA PARISH REAL ESTATE TRUST	$0.00	$0.00	Contiguous	
	R6245 026	IGLESIA EL TABERNACULO DE ATLANTA GA, INC.	$0.00	$0.00	Contiguous	
	R6245 031A	IGLESIA EL TABERNACULO DE ATLANTA GA, INC.	$0.00	$0.00	Contiguous	
	R6199 116	AHMADIYYA MOVEMENT IN ISLAM INC	$0.00	$0.00	Contiguous	
	R6185 159	EARLY LEARNING PROPERTY MANAGEMENT INC	$0.00	$0.00	Contiguous	
	R6186 013	KING DAVID COMMUNITY CENTER INC	$0.00	$0.00	Contiguous	
	R6186 046	GREATER ATLANTA CHRISTIAN SCHOOL	$0.00	$0.00	Contiguous	
	R6190 213	IGLESIA EVANGELICA APOSTOLES Y PROFETAS FUENTE DE LIBANO INC	$0.00	$0.00	Contiguous	
	R6195 066	NGUYEN KIM HANG	$0.00	$0.00	Contiguous	
	R6195 168	CHURCH OF GOD ATLANTA INC	$0.00	$0.00	Contiguous	
	R6195A017	THE ATLANTA BUDDHISM ASSOCIATION	$0.00	$0.00	Contiguous	
	R6197 124	BECKEL INC A GEORGIA NON-PROFIT CORPORATION	$0.00	$0.00	Contiguous	
	R6199 093	AHMADIYYA MOVEMENT IN ISLAM INC	$0.00	$0.00	Contiguous	
	R6200 014	AOA PARISH REAL ESTATE TRUST	$0.00	$0.00	Contiguous	
	R6211 224	GWINNETT COUNTY GEORGIA	$0.00	$0.00	Contiguous	
	R6212A026	NGUYEN LIEN THI BICH	$0.00	$0.00	Contiguous	
	R6212A027	NGUYEN THANH XUAN THI	$0.00	$0.00	Contiguous	
	R6212A028	FLORES ENEDELIA	$0.00	$0.00	Contiguous	
	R6213 062	IGLESIA PENTECOSTAL BETHEL DE ATLANTA INC	$0.00	$0.00	Contiguous	
	R6213 065	DOMINION CITY INC	$0.00	$0.00	Contiguous	
	R6213 073	CITY OF NORCROSS GEORGIA	$0.00	$0.00	Contiguous	
	R6213 250	CITY OF NORCROSS GEORGIA	$0.00	$0.00	Contiguous	
	R6213 255	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 256	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 257	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 258	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 259	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 260	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 261	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 262	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 263	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 264	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 265	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 266	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 267	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 268	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 269	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 270	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 271	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 272	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 273	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 274	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 275	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 276	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 277	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 278	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6213 279	PINNACLE WALK LLC	$0.00	$0.00	Contiguous	
	R6214 003C	MONTE SINAI INC	$0.00	$0.00	Contiguous	
	R6216 032	SPECIAL OLYMPICS GEORGIA INC	$0.00	$0.00	Contiguous	
	R6216 066	DEVELOPMENT AUTHORITY OF GWINNETT COUNTY	$0.00	$0.00	Contiguous	
	R6216 067	URBAN REDEVELOPMENT AGENCY OF GWINNETT COUNTY	$0.00	$0.00	Contiguous	
	R6216 068	URBAN REDEVELOPMENT AGENCY OF GWINNETT COUNTY	$0.00	$0.00	Contiguous	
	R6223 075	INTERNATIONAL SWAMINARAYAN SATSANG ORGANISATION CORP	$0.00	$0.00	Contiguous	
	R6242 032	MASTER LIFE INTERNATIONAL, INC	$0.00	$0.00	Contiguous	
	R6242 035	ZIBANEJADRAD MAJID	$0.00	$0.00	Contiguous	
	R6242 042	VY THANH	$0.00	$0.00	Contiguous	
	R6242 043	CUCCIA ANTHONY S Jr	$0.00	$0.00	Contiguous	
	R6242 044	CLARK ALAN B	$0.00	$0.00	Contiguous	
	R6242 048	WHITE PHOENIX PROPERTIES LLC	$0.00	$0.00	Contiguous	
	R6243 034	DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS	$0.00	$0.00	Contiguous	
	R6243 035	DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS	$0.00	$0.00	Contiguous	
	R6243 071	GOOD SAMARITAN HEALTH CENTER OF GWINNETT INC	$0.00	$0.00	Contiguous	
	R6243 406	GWINNETT COUNTY GEORGIA	$0.00	$0.00	Contiguous	
	R6243 406A	CITY OF NORCROSS	$0.00	$0.00	Contiguous	
	R6243 409	DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS	$0.00	$0.00	Contiguous	
	R6243 409A	DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS	$0.00	$0.00	Contiguous	
	R6243 409B	DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS	$0.00	$0.00	Contiguous	
	R6243 409C	DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS	$0.00	$0.00	Contiguous	
	OVERVIEW OF ADDED PARCELS					
	Total Revenue-Generating Properties	Consenting Owners / Total Owners	er Percentage (Need at least	entage of Assessed Value Consenting (Need at least	Total Assessed Value	Total CID Value
	5	3 of 4	0.75%	75.71%	$7,761,280.00	$31,045.12
					6 Year Total	$186,270.72

Attachment: List of Expansion Parcels (25-1725 : Gateway85 Expansion Resolution)

Attachment: Exhibit Expansion Permits (2917 : Greenwaste Expansion Permit Modification)

NORCROSS
a place to imagine

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

City of Norcross

Legislation Details (With Details)

File #:	25-7319	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Approval of Light Box Vinyl Wraps for the Norcross Forever Stamps Project		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Approval of Light Box Vinyl Wraps for the Norcross Forever Stamps Project
2. Draft IGA Vinyl Wrapping of Traffic Boxes Gwinnett County
3. Examples of Utility Box Wraps
4. Gwinnett Creativity Fund - 2025 Placemaking Grant

Title
Approval of Light Box Vinyl Wraps for the Norcross Forever Stamps Project

Drafter
Elizabeth Simpson, NPAC

Motion
A motion to Approve/Deny the installation of vinyl wraps around 15 traffic light boxes throughout the City of Norcross and to authorize the Mayor to execute the attached Intergovernmental Agreement with Gwinnett County with minor modifications as to form as reviewed and acceptable by the City Attorney.

NORCROSS
a place to imagine

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

AGENDA REPORT

To: Mayor and Council

From: Elizabeth Simpson, Norcross Public Arts Commission

Meeting Date: June 2, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7319

Title: Approval of Light Box Vinyl Wraps for the Norcross Forever Stamps Project

CC: Eric Johnson, City Manager

Recommendation

A recommendation to approve the installation of vinyl wraps around 15 traffic light boxes throughout the City of Norcross.

Background

The Forever Norcross project is a two- to three-year initiative dedicated to enhancing community engagement. This initiative aims to inspire stamp-collecting activities for individuals and families of all ages.

Distinctively, Norcross will be the pioneer city to implement vinyl wraps on utility boxes designed as postage stamps, a creative concept that has not been seen elsewhere. To celebrate our local talent, the artwork featured on these wraps will be carefully curated from submissions to the annual photography contest organized by Norcross Gallery & Studios. Selections for art may also be chosen from other sources such as historic photographs of Norcross and student submitted artwork.

Light boxes strategically placed throughout the city will be transformed with these vibrant wraps, forging connections between neighborhoods while illuminating local history and unique characteristics of each area. This visual storytelling will not only beautify the city but also cultivate a sense of pride among residents and visitors.

Once 10 wraps are installed, printed stamp collection maps will be distributed at participating local businesses, guiding collectors on their collection journey while encouraging exploration and support for the local economy. Through this initiative, we aim to foster a deeper appreciation for the artistic community and the rich heritage of Norcross.

Traffic Light boxes are owned by Gwinnett County and, therefore, need approval from the county to be wrapped. NPAC is collaborating with Norcross Public Works director, Len Housley, and with the Norcross legal department to draft the Intergovernmental Agreement (IGA) to submit to Gwinnett County. This document includes sample art and spells out the city's role in maintaining or removing the wraps. The IGA must be approved before the project can commence.

Financial Impact

The cost for each light box wrap is $2,000, which includes installation. The vendor's lead time is between 6 to 8 weeks. The project will be implemented in three phases, with five light boxes per phase. Installation will begin in July 2025 and conclude by October 31st, 2025. NPAC has applied for the Gwinnett Creativity – Placemaking Grant to secure funding, which requires a 25% match from NPAC.

NPAC has selected the vendor after receiving 3 vendor bids. A.R.T. and Associates has prior experience having installed the Dunwoody Green Light project and they understand all the needed steps for a smooth and seamless installation.

Consistent with Comprehensive Plan?

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment

Attachments

Examples of Utility Box Wraps

Gwinnett Creativity Fund - 2025 Placemaking Grant

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORCROSS, GEORGIA AND THE GWINNETT COUNTY BOARD OF COMMISSIONERS FOR THE PLACEMENT OF REMOVEABLE PUBLIC ART UPON TRAFFIC SIGNALING BOXES WITHIN THE CITY OF NORCROSS'S MUNICIPAL BOUNDARIES

This Intergovernmental Agreement (the "IGA") is made and entered into between the CITY OF NORCROSS, GEORGIA a municipal corporation duly formed by the State of Georgia (the "City") and the GWINNETT COUNTY BOARD OF COMMISSIONERS, the duly elected governing authority of Gwinnett County, a political subdivision of the State of Georgia (the "County") (the City and the County being collectively described herein as the "Parties"). The Parties have entered into this IGA for the purpose of providing provisions and memorializing mutual obligations between them governing the application of removeable, non-permanent, public art on Traffic Signaling Boxes within the City of Norcross's municipal boundaries as provided below.

W I T N E S S E T H

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the County do hereby agree as follows:

ARTICLE I

License to Place Public Art on Certain Traffic Signaling Boxes

1.1 **County Traffic Signaling Boxes Subject to License.** The County, pursuant to the executed Service Delivery Strategy now in place between the Parties, provides traffic management and signal maintenance services to the City. Boxes containing electronic computing and communications devises essential to operations of traffic signals are placed within the right of way at signalized intersections of roads within the City's jurisdiction. The total County traffic boxes now existing within the City's jurisdiction are shown in the attached Exhibit "A". The license described in this Agreement shall pertain only to those traffic signaling boxes identified in Section 1.2. (the "Traffic Boxes") according to the phasing permitted by this agreement. For the avoidance of doubt, such assets are operated by Gwinnett County and its Department of Transportation, that are wholly located within the City's boundaries and shall not apply to any traffic signal in any other jurisdiction or in any unincorporated area of the County.

1.2 **Identification and Phasing of City License to Use Certain County Traffic Boxes.** Subject to the limitations and obligations detailed herein, the City shall enjoy a limited license to install certain removable and non-permanent vinyl (or similar durable and color fading resistant materials) materials upon certain County Traffic Boxes as identified in in the phasing schedule attached as Exhibit "B". The removable artwork shall be installed

according to the phasing schedule provided in Exhibit "B" and shall be completed within ninety (90) days of the beginning of each phase.

1.3 **Permitted Materials and Application Processes.** The City's license shall be limited to the application of printed vinyl material (or other similar materials that have similar color-fading resistance and application processes) which may cover any non-moving, stationary element of the Traffic Box. The application of such material shall be completed to avoid covering any vent, handle, hinge, or any other mechanical component requiring airflow, movement, or relief as necessary for the Traffic Box's operation and to fully access the its interior components. For illustrative purposes only, the manner of the wrapping and the preservation of mechanical features will be in the nature of the example provided in Exhibit "C". The vinyl wrap shall be applied without the use of any adhesives and shall be applied only through the application of heat which shall not exceed manufacturer's specifications. The vinyl wrap shall be fully removal and non-permanent such that the wrap can be removed with minimal visible evidence of its prior placement. During the term of this license, the City may, upon providing at least seventy-two (72) hours' notice to the County, reinstall the wrapping on any Traffic Box as it deems necessary and appropriate, provided that such installation does not interfere with the County's maintenance of the County Traffic Boxes within the City's jurisdiction.

1.4 **Content of Art Installed.** The City shall have the sole and exclusive right to provide for the content, subject matter, and nature of the artwork to be depicted and displayed on the Traffic Box, provided that such artwork shall not be commercial speech or advertisement for any private venture, obscene, depict nudity, disparage any Party to this agreement, its officers or elected officials, or its current policies, nor shall any art work depict any acts of violence.

1.5 **Duration of License.** Unless earlier terminated by either party, the City shall hold these licenses from the applicable phase of each such installation until December 31, 2030, unless extended by the parties. Upon the expiration, decision, or termination of the license provided herein, the City shall bear the cost and responsibility of removing the vinyl wrapping in a manner that, to the fullest extent possible, restores the Traffic Box to its original condition prior to the installation. Such removal shall occur within five (5) business days of the County providing such notice.

ARTICLE II

The City's Obligations for Maintenance

2.1 **City's Maintenance Obligations.** The City shall bear all responsibilities for the maintenance of the vinyl wraps on each Traffic Box within the City's municipal boundaries. Such obligation shall inure only to the wrap of each asset and shall not impose upon the City any responsibility to repair the Traffic Box outside of any other obligation

provided by law or by agreement among the parties. The vinyl wraps shall be maintained in such a manner that there is not excessive cracking or color fading on each box.

2.2. **City's Agreement to Repair or Remediate Damage Caused by Exercise of License**. The City agrees that, upon written notice given by the County to the City's Director of Public Works, it shall repair or remediate any damages to a Traffic Box caused by the installation, maintenance, or continued application of any vinyl wrap installed by the City in accordance with this agreement. Such repairs shall be performed within three (3) business days of the County providing notice.

Article III

RECISION, SUSPENSION, AND TERMINATION

3.2. **Recission or Suspension of License by County.** The County may rescind or suspend this Agreement and the license provided herein at any time and order that the City remove the vinyl wrapping in accordance with Section 1.5 of this Agreement. Should the County cause the removal of any vinyl wrapping installed within the previous ninety (90) days, the County shall reimburse the City for the cost of the vinyl wrapping. Otherwise, the County shall bear no responsibility for the costs of removal.

3.3. **Early Termination of License by City.** The City may, upon serving ten (10) days' notice to the County, terminate this Agreement and abandon the license at any time before the expiration of this Agreement. Upon termination, the City shall remove the vinyl wrapping installed in accordance with this Agreement from all Traffic Boxes within the jurisdiction as provided in Section 1.5.

ARTICLE IV

MISCELLANEOUS PROVISIONS

4.1 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

4.2 **Entire Modification.** This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

4.3 **Survival of Warranties.** All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

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

4.5 **Amendments in Writing.** This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the County and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the County.

[EXECUTIONS ON FOLLOWING PAGES]

THE CITY OF NORCROSS, GEORGIA

By: _____

Craig Newton, Mayor

Attest:_____

Monique Philips, City Clerk

[SEAL]

Approved as to Form:

_____

William J. Diehl, City Attorney

GWINNETT COUNTY BOARD OF COMMISSIONERS

By:_____

Nichole Love Hendrickson,
COMMISSION CHAIRWOMAN

Attest: _____

Diane Kemp, Clerk

[SEAL]

Approved as to Form:

_____

Michael Ludwiczak, County Attorney

EXHIBIT A

County Traffic Signals within the City's Jurisdictional Boundaries

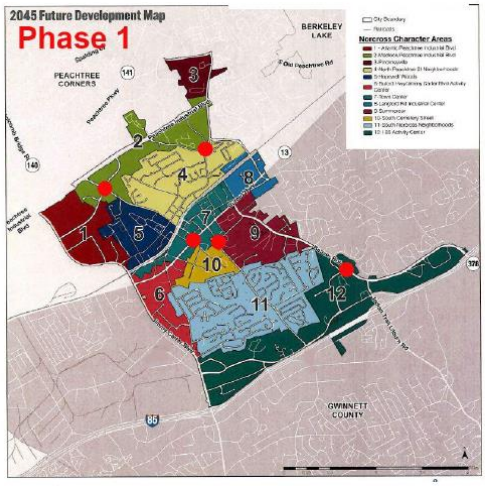
Source: Gwinnett GIS, last accessed May 28, 2025.

Attachment: Draft IGA Vinyl Wrapping of Traffic Boxes Gwinnett County (25-7319 : Approval of Light Box Vinyl Wraps for the Norcross Forever

EXHIBIT B

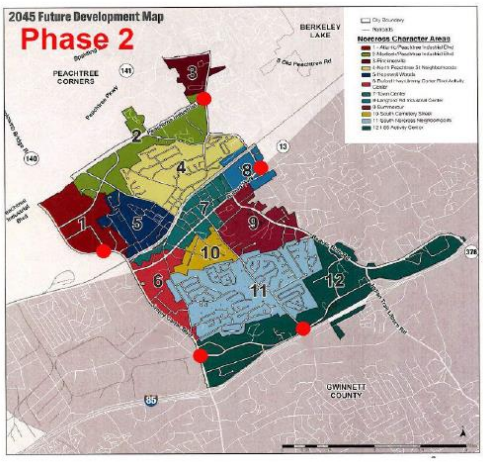
Identification of Art Traffic Boxes and Phasing of Installations

Phase 1. Beginning July 2025.



1. Traffic Signal No. 544; Reps Miller Road and North Peachtree Street
2. Traffic Signal No. 298; Beaver Ruin Road and Pinnacle Way
3. Traffic Signal No. 421; Buford Highway and Holcomb Bridge Road
4. Traffic Signal No. 123; Atlantic Boulevard and Holcomb Bridge Road
5. Traffic Signal No. 462; Mitchell Road and Price Place

Phase 2. Beginning January 2026.

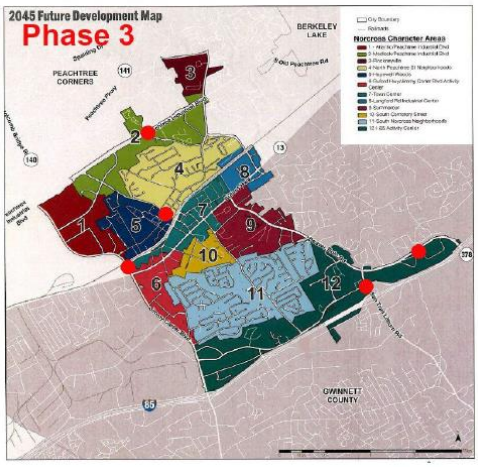


1. Traffic Signal No. 133; Peachtree Industrial Boulevard and Langford Road
2. Traffic Signal No. 92; Jimmy Carter Boulevard and Brook Hollow Parkway
3. Buford Highway and Langford Road
4. Traffic Signal No. 351; Mitchell Road and Brook Hollow Road
5. Traffic Signal No. 171; Jimmy Carter Boulevard and Pacific Road

Commented [WD1]: This appears to be a State asset. I suspect that it will need to be taken off th

Attachment: Draft IGA Vinyl Wrapping of Traffic Boxes Gwinnett County (25-7319 : Approval of Light Box Vinyl Wraps for the Norcross Forever

Phase 3. Beginning June 2026.



1. Traffic Signal No. 409; West Peachtree Street and Holcomb Bridge Road
2. Traffic Signal No. 96; Jimmy Carter Boulevard and South Peachtree Street
3. Traffic Signal No. 419; Peachtree Industrial Boulevard and Reps Miller Road
4. Traffic Signal No. 117; Brook Hollow Parkway and Indian Trail Road
5. Traffic Signal No. 147; Beaver Ruin Road and Beaver Ridge Circle

EXHIBIT C

Example of Art Wrapping and Detail of Preservation of Mechanical Features

Sample Art Stamps

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

City of Norcross

Legislation Details (With Details)

File #:	25-7320	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Public Art Scavenger Hunt - Phase I Sculpture Implementation		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Public Art Scavenger Hunt – Phase I Sculpture Implementation
2. Example of White Squirrel Sculpture
3. Information about Cherrylion Studios

Title
Public Art Scavenger Hunt - Phase I Sculpture Implementation

Drafter
Elizabeth Simpson, NPAC

Motion
A motion to Approve/Deny proceeding with Phase I of the White Squirrels of Norcross Scavenger Hunt, which involves the purchase and installation of two bronze sculptures of white squirrels, serving as the project's symbolic figures.

NORCROSS
a place to imagine

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

AGENDA REPORT

To: Mayor and Council

From: Elizabeth Simpson, Chair of the Norcross Public Arts Commission

Meeting Date: June 2, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7320

Title: Public Art Scavenger Hunt – Phase I Sculpture Implementation

CC: Eric Johnson, City Manager

Recommendation

Approve Phase I of the Norcross Public Art Scavenger Hunt, which involves the purchase and installation of two bronze sculptures of white squirrels, serving as the project's symbolic figures.

Background

The Norcross Public Art Scavenger Hunt is a thoughtfully designed, multi-year placemaking initiative aimed at fostering community engagement and enhancing the city's cultural identity. The project aspires to create a sense of place that resonates with both residents and visitors. After careful consideration and public input, NPAC has selected the white squirrel—the rare leucistic squirrel occasionally observed in the Norcross area—as the symbol of this artistic endeavor. These delightful bronze sculptures, expertly crafted with a white patina finish, will be strategically installed at various locations throughout the city, forming an interactive trail for participants.

Each squirrel sculpture will feature a unique name and be accompanied by a captivating storyline, designed to ignite curiosity, promote exploration, and encourage community interaction. The selection of the white squirrel has garnered enthusiastic support from the community, reflecting a shared belief in the artistic and symbolic significance of this initiative. To bring this vision to life, NPAC has recommended Cherrylion Studios, based in Atlanta, GA, as the vendor for creating these sculptures.

Financial Impact

The budgeted cost for each sculpture will range from $1,500 to $3,500, dependent upon various factors such as whether a new design is required or if an existing design can be adapted, the complexity of the design, and the final dimensions of each piece. The anticipated lead time for production and installation by Cherrylion Studios is approximately 4 to 6 months.

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

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment

Attachments

Example of the White Squirrel Sculpture
Information about Cherrylion Studios

Attachment: Example of White Squirrel Sculpture (25-7320 : Public Art Scavenger Hunt - Phase I Sculpture Implementation)

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

City of Norcross

Legislation Details (With Details)

File #:	25-7321	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Reclassify Part-Time Police Officer Position to Full-Time		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Reclassify Part-Time Police Officer Position to Full-Time

Title
Reclassify Part-Time Police Officer Position to Full-Time

Drafter
Bill Grogan

Motion
A motion to Approve/Deny the reclassification of an existing, budgeted part-time Police Officer position to a full-time position.

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

AGENDA REPORT

To: Mayor and Council

From: Bill Grogan, Chief of Police

Meeting Date: June 2, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7321

Title: Reclassify Part-Time Police Officer Position to Full-Time

CC: Eric Johnson, City Manager

Recommendation:

Reclassify an existing/budgeted part-time police officer position to a full-time position.

Background:

NPD's one part-time police officer position dedicated to providing court security, council meeting security, and other general police administrative functions has been vacant for a couple of years, and we have received no interest/applicants. We currently augment those duties with patrol shift officers, code enforcement, and detectives, taking them away from their primary duties. The increased number of court sessions and docket size makes that no longer a viable option. Converting it to a full-time position is now required and will significantly improve our operations. We are confident, if approved to reclassify it to a full-time position, we will fill the role based on interest/applicants we have spoken with.

Financial Impact:

The remaining FY 25 impact will be approx. $24,470.58.
$97,882.30 annual base salary and benefits, subject to higher starting salary based on experience etc.

Consistent with Comprehensive Plan? Yes

Goal 2: Continues to strengthen Norcross as a livable, inclusive, and safe environment

Goal 6: Furthers strong leadership and ensures a high level of quality services.

Attachments: N/A

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

City of Norcross

Legislation Details (With Details)

File #:	25-7322	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Sanitary Sewer Pipe Relining - Public Safety Building Site		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Sanitary Sewer Pipe Relining - Public Safety Building Site
2. Cost Estimate-San Sewer CIPP lining
3. Sanitary Sewer File Stevens Road

Title
Sanitary Sewer Pipe Relining - Public Safety Building Site

Drafter
Len Housley and Bill Grogan

Motion
A motion to Approve/Deny Southeast Pipe Company as the selected vendor to reline the sanitary sewer line on the parcel designated for construction of the new Public Safety Building, at a cost of $35,200 to be funded from the Public Safety Building (PSB) Project funds.

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

AGENDA REPORT

To: Mayor and Council

From: Len Housley, Public Works Director
Bill Grogan, Chief of Police

Meeting Date: June 2, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7322

Title: Sanitary Sewer Pipe Relining, PSB Site

CC: Eric Johnson, City Manager

Recommendation: Approve vendor to reline sanitary sewer line on parcel for construction of the new Public Safety building.

Background:
There is approximately 600 feet of sanitary sewer line that exists along the path of Stevens Road. This is the site for constructing the new Public Safety Building. During utility plan review by Gwinnett County DWR, it is required to either replace the line or reline the line.

Pipe reline costs are $35,200.00 and the Pipe Replacement costs are $127,000.00. The Sanitary sewer line is 8-inch clay pipe. Relining an 8-inch sanitary sewer line is a trenchless repair method that involves inserting a new, smaller pipe coated in resin into the existing pipe. This liner is then inflated to fit the host pipe, creating a new, sealed pipe within the old one. This process can be done without extensive digging, making it a cost-effective, less disruptive alternative to traditional sewer line replacements. The lifespan for a properly installed liner can be up to 50 years.

This project needs to be completed prior to grading and construction. Southeast Pipe Company is used by Gwinnett County to reline sanitary sewer lines.

Financial Impact:
$35,200 from PSB Project funds.

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

1. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
2. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments
- Cost Estimate-San Sewer CIPP lining
- Sanitary Sewer File Stevens Road

Attachment: Agenda Report - Sanitary Sewer Pipe Relining - Public Safety Building Site (25-7322 : Sanitary Sewer Pipe Relining - Public Safety

3523 Williams Street, Patteson, GA 31557-0
Telephone: (912) 647-2847
www.southeastpipe.com

SOUTHEAST PIPE

Quote #: 1

Quote To: Norcross	**Friday 5/9/2025**	**Job Name: Norcross Public Safety Building**
Len Housley		
len.housley@norcrossga.net		

Bid Item	Description	Qty	UOM	Unit Price	Total
13	8" x 6mm CIPP	600	LF	$48.40	$29,040.00
41	Service Lateral Reinstatement - Remote	1	EA	$183.70	$183.70
42	Heavy Clean Up to 12"	600	LF	$9.90	$5,940.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total:	**$35,163.70**

Scope of Work: Southeast Pipe Survey, Inc. to provide all labor, equipment, and materials to perform work as per the above description.

City of Norcross, GA

All Rights of Entry
Access to water source
Dumpsite for debris removed from pipe

3523 Williams Street, Patteson, GA 31557-0
Telephone: (912) 647-2847
www.southeastpipe.com

Exclusions:
Point Repairs
Ground water pumping

PROJECT INFORMATION

Project Name: _____

Project Location: _____

Is project Federally funded?	Yes ☐ No ☐	Is Certified Payroll required?	Yes ☐ No ☐

IMPORTANT: IF THIS IS A FEDERALLY FUNDED PROJECT OR IF PROJECT REQUIRES CERTIFIED PAYROLL, PLEASE ATTACH COPY OF WAGE

Client/Company Name: _____

Billing/Physical Address: _____

Billing Rep. Name/Phone #/Email: _____

_____

Date of Acceptance: _____ Authorized Signature: _____

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified.

Note:
Payment terms – Due upon completion and approved inspections. SPS will NOT be subject to retainage. Our invoices are to be paid in full. This proposal may be withdrawn by SPS if not accepted within (30) days. Any invoices not paid within thirty days from presentation will accrue interest at a rate of 1.5% per month on the unpaid balance. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Payment shall be based on actual field measurements from center of manhole to center of manhole.

* All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.
* The above prices include one mobilization charge for each crew one time. If additional mobilizations are required due to delays in project by others, SPS will bill accordingly
* Stand-by time of $250.00 per hour will apply if crew cannot perform work due to delays caused by others or for circumstances beyond our control.

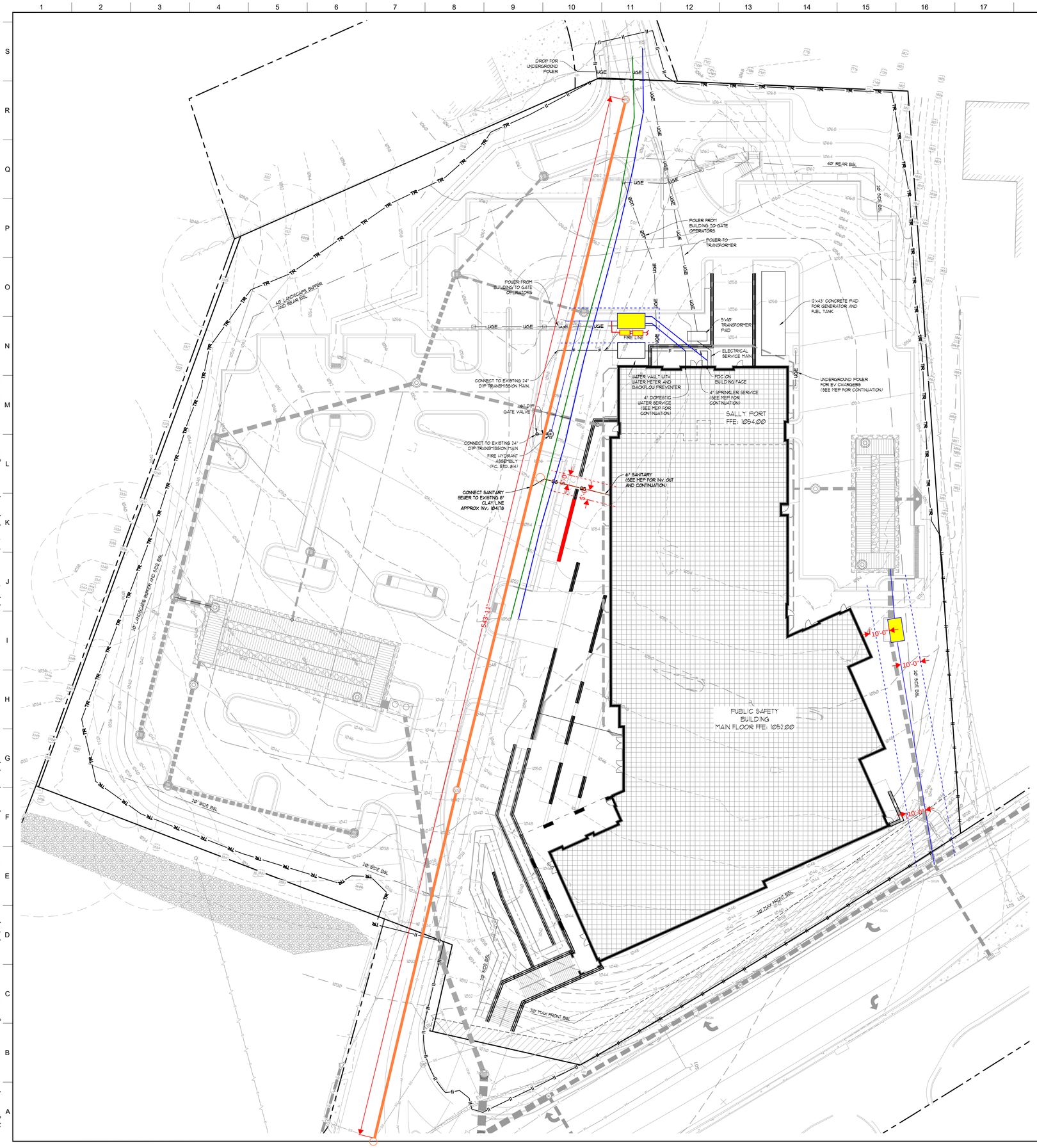
3523 Williams Street, Patteson, GA 31557-0
Telephone: (912) 647-2847
www.southeastpipe.com

Southeast Pipe Survey, Inc. appreciates the opportunity to quote this project. If you have any questions feel free to call Mat Boatright at 912-647-2847 ext 246.

Please email signed quote to clay@southeastpipe.com or fax to 912-647-2869

*Note: If this project is Federally Funded, all information must be provided to Southeast Pipe Survey, Inc. before work proceeds.

THIS SHEET PLOTS ON 30" x 42" ANSI E1



UTILITY LOCATION NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE TO SECURE THE SERVICES OF A PRIVATE UTILITY LOCATOR FIRM DURING THE ENTIRE COURSE OF CONSTRUCTION. CONTRACTOR SHALL PAY FOR SAID SERVICES.
2. CONTRACTOR SHALL IMMEDIATELY REPAIR ALL UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES, AT NO ADDITIONAL COST TO THE OWNER.
3. THE UTILITIES SHOWN ARE SCHEMATIC AND FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE DESIGN PROFESSIONAL ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF UTILITIES WITHIN THE LIMITS OF THE WORK.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPACTION OF BACKFILL OF ALL UTILITY TRENCHES WITHIN SITE WORK LIMITS. THIS INCLUDES TRENCHES DUG AND BACKFILLED BY LOCAL UTILITIES, SUCH AS POWER, GAS, TELEPHONE, ETC. CONTRACTOR SHALL PROVIDE ADDITIONAL BACKFILL AND COMPACTION AS NECESSARY, IF SETTLEMENT OCCURS.

CALL BEFORE YOU DIG

GEORGIA811
www.Georgia811.com

GEORGIA LAW MANDATES THAT, BEFORE BEGINNING ANY MECHANIZED DIGGING OR EXCAVATION WORK, YOU MUST CONTACT GEORGIA 811 BY USING EREQUEST ON WWW.GEORGIA811.COM OR BY CALLING 811 OR 1-800-282-7411 AT LEAST 48 HOURS BUT NO MORE THAN 10 WORKING DAYS IN ADVANCE TO HAVE UTILITY LINES MARKED.

24-HOUR EROSION CONTACT (5)

NAME: LOUIS YOUNG
COMPANY: CITY OF NORCROSS
EMAIL ADDRESS: LOUIS.YOUNG@NORCROSSGA.NET
PHONE NUMBER: 470-301-9588

GRAPHIC SCALE & ORIENTATION

10 5 0 10 20 40 60
SCALE: 1"=20'-0"

DO NOT BREAK OR DUPLICATE

1. DO NOT DUPLICATE DRAWINGS WITHOUT PERMISSION.
2. READ THE SPECIFICATIONS. THIS SET OF DRAWINGS AND SPECIFICATIONS DEFINE PROJECT SCOPE AND CONTRACT REQUIREMENTS. INDIVIDUAL SHEETS SEPARATED FROM THE SET MAY NOT ADEQUATELY REFLECT ALL INFORMATION NEEDED TO SUITABLY COVER CERTAIN ITEMS. DO NO SEPARATE THIS SET OF DRAWINGS INTO INDIVIDUAL SHEETS.

CROFT

CROFT & Associates
3380 Blue Springs Road
Kennesaw, Georgia 30144
770.529.7714 (p)
www.croftae.com

BREEDLOVE LAND PLANNING
Landscape Architects ◆ Civil Engineers
15 Simpson Street, NW, Atlanta, GA 30308
P: 770-483-1173 ◆ www.landplanning.net

OWNER
CITY OF NORCROSS

65 LAWRENCEVILLE STREET
NORCROSS, GA 30071

NORCROSS
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NORCROSS PUBLIC SAFETY BUILDING

6025 BUFORD HIGHWAY
NORCROSS, GA 30071

NO.	DATE	DESCRIPTION
0	2025-02-07	PERMIT SET
C	2024-11-22	PRICING SET
B	2024-07-16	DESIGN DEVELOPMENT
A	2024-04-17	SCHEMATIC DESIGN

ISSUANCE

PROJECT NUMBER
2023-341 (BLP No. 23198)

DRAWN: ECH
CHECKED: GKC

SHEET TITLE
UTILITY PLAN

SHEET NO.
C500

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Attachment: Sanitary Sewer File Stevens Road (25-7322 : Sanitary Sewer Pipe Relining - Public Safety Building Site)

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

City of Norcross

Legislation Details (With Details)

File #:	25-7323	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Abandonment of a Section of Stevens Road		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Abandonment of a Section of Stevens Road
2. Site Plan
3. Resolution Authorizing Abandonment
4. Legal Description
5. Example Notice Provided to Surrounding Property Owners

Title
Abandonment of a Section of Stevens Road

Drafter
William J. Diehl,

Motion
A motion to Authorize the City's abandonment of public right-of-way pursuant to O.C.G.A. § 32-7-1 et seq., along Stevens Road, as shown in the attached site plan.

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

AGENDA REPORT

To: Mayor and Council

From: William J. Diehl, City Attorney

Meeting Date: June 2, 2025; Regular Council Meeting (RCM)

Item No.: 25-7323

Title: Abandonment of a Section of Stevens Road

CC: Eric Johnson, City Manager

Recommendation:
Authorize the City's abandonment of Public Right of Way pursuant to O.C.G.A. § 32-7-1 *et seq.* along Stevens Road as shown in the attached site plan.

Background
The City is in the process of combining certain parcels forming the assemblage created for the Public Safety Building. Stevens Road, a City of Norcross Street, divides the assemblage and, in the envisioned layout of the Public Safety Building, will no longer provide public throughfare and right of way. To finalize the consolidation of these parcels, the City needs to abandon the right of way as it is shown in the attached site plan, and as more accurately described in the attached legal description.

O.C.G.A. § 32-7-2(c) requires that the City Council make a finding that the removal of this portion of Stevens Road from public right of way is in the best interest of the public. That finding is substantiated by the public interests to be served by the Public Safety Building. The statute also requires that notice be provided to property owners having property on the right of way. Such notices have been mailed identifying June 2, 2025 as the Council Regular Meeting where the Council will vote on this agenda item.

Importantly, the right of way abandonment will not impact the property owners having access to Stevens Road to the North of the Public Safety Building. Nor will there be any impact to the All Rental, Inc. property fronting Buford Highway. Each of these parcels will continue to have the existing curb cuts and access points along Stevens Road.

Financial Impact
None

Attachment: Agenda Report - Abandonment of a Section of Stevens Road (25-7323 : Abandonment of a Section of Stevens Road)

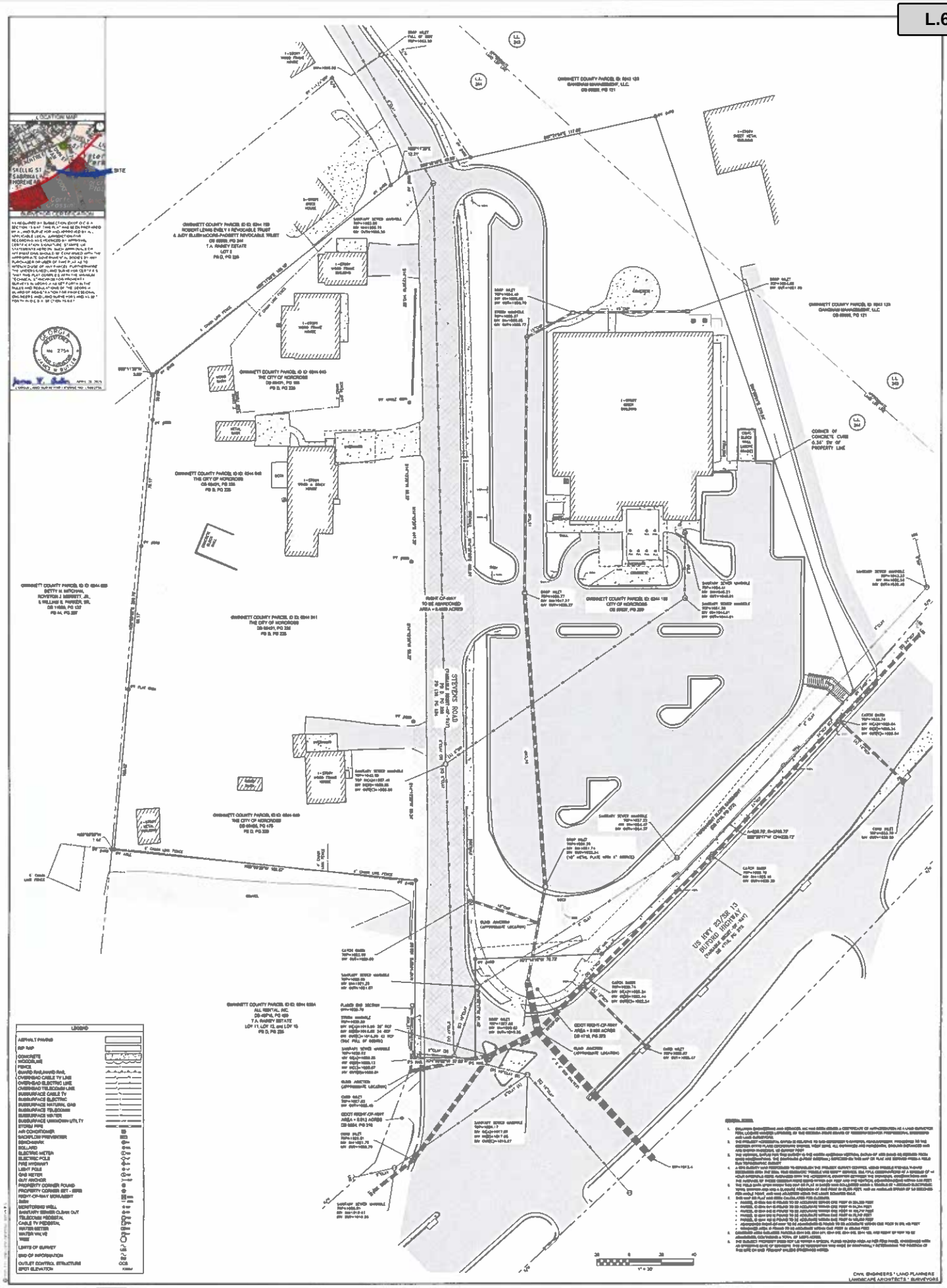
Consistent with Comprehensive Plan? (If applicable, please select which goal applies)

Goal 1: Continue to define Norcross' unique sense of place, where nature-based and cultural assets are conserved and enhanced.

Goal 2: Continue to Strengthen Norcross as a Livable, Inclusive, and Safe Environment.

Attachments

- Site Plan
- Legal Description
- Resolution Authorizing Abandonment
- Example Notice provided to surrounding property owners



Attachment: Site Plan (25-7323 : Abandonment of a Section of Stevens Road)

Resolution _____

A RESOLUTION PROVIDING FOR THE ABANDONMENT OF STEVENS ROAD FROM THE CITY'S MUNICIPAL STREET SYSTEM MADE IN ACCORDANCE WITH O.C.G.A. § 32-7-2(C)

WHEREAS, the City of Norcross is vested with a right-of-way commonly known as Stevens Road within the corporate boundaries of the City of Norcross (the "City Street") and whereas this resolution concerns only a portion of the street identified and described in the attached Appendix A;

WHEREAS, on account of redevelopment of property surrounding City Street, including the proposed development of certain public infrastructure, portions of the municipal street will cease to be used by the public for throughfare such that no public purpose is accomplished by leaving the street as a part of the municipal street system and/or that the abandonment of the City Street is otherwise in the best public interest;

WHEREAS, a plat or sketch of the portions for abandonment of the City Street is attached and incorporated herein to this resolution as Appendix B;

WHEREAS the City Council and Mayor for the City of Norcross considered the presentation of information, made its determination that the public interest is best served by abandonment, notified the surrounding property owner, and has otherwise met the requirements for the abandonment of the City Street of O.C.G.A. § 32-7-2(c),

NOW THEREFORE IT IS RESOLVED that the Mayor and Council hereby abandons the described portions of the City Street such that those portions shall cease to be a part of the municipal street system;

IT IS FURTHER RESOLVED that the Mayor for the City of Norcross shall have the authority to take such action and execute such documents as are necessary to memorialize the abandonment including but not limited to the execution of a quit claim deed or any other instrument to perfect the abandonment.

SO RESOLVED AND ORDAINED on this _____ Day of May, 2025.

_____
Craig Newton, Mayor
THE CITY OF NORCROSS, GEORGIA

Attested:

_____
Monique Philips, City Clerk

APPENDIX A

—LEGAL DESCRIPTION OF THE ABANDONED PROTION OF THE CITY STREET—

APPENDIX B

—PLAT AND SKETCH OF CITY STREET—

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 244, 6TH DISTRICT, CITY OF NORCROSS, GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH REBAR LOCATED AT NORTHWESTERLY POINT OF THE MITRE FORMED BY THE EASTERLY RIGHT-OF-WAY OF STEVENS ROAD (VARIABLE RIGHT-OF-WAY) AND THE NORTHERLY RIGHT-OF-WAY OF US HIGHWAY 23/STATE ROUTE 13/BUFORD HIGHWAY (VARIABLE RIGHT-OF-WAY); THENCE LEAVING THE EASTERLY RIGHT-OF-WAY OF STEVENS ROAD FROM SAID POINT OF BEGINNING NORTH 74 DEGREES 45 MINUTES 51 SECONDS WEST A DISTANCE OF 37.27 FEET TO A 5/8 INCH REBAR LOCATED ALONG THE WESTERLY RIGHT-OF-WAY OF STEVENS ROAD; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF STEVENS ROAD NORTH 15 DEGREES 14 MINUTES 09 SECONDS EAST A DISTANCE OF 48.93 FEET TO A 1/2 INCH REBAR; THENCE CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY OF STEVENS ROAD NORTH 14 DEGREES 13 MINUTES 20 SECONDS EAST A DISTANCE OF 99.24 TO A 5/8 INCH REBAR; THENCE CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY OF STEVENS ROAD NORTH 14 DEGREES 13 MINUTES 20 SECONDS EAST A DISTANCE OF 99.22 TO A 5/8 INCH REBAR; THENCE CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY OF STEVENS ROAD NORTH 14 DEGREES 13 MINUTES 20 SECONDS EAST A DISTANCE OF 99.22 TO A 5/8 INCH REBAR; THENCE CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY OF STEVENS ROAD NORTH 14 DEGREES 13 MINUTES 20 SECONDS EAST A DISTANCE OF 143.68 TO A 5/8 INCH REBAR; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY OF STEVENS ROAD SOUTH 88 DEGREES 16 MINUTES 10 SECONDS EAST A DISTANCE OF 40.93 FEET TO A 1/2 INCH REBAR LOCATED ALONG THE EASTERLY RIGHT-OF-WAY OF STEVENS ROAD; THENCE ALONG THE EASTERLY RIGHT-OF-WAY STEVENS ROAD SOUTH 14 DEGREES 37 MINUTES 51 SECONDS WEST A DISTANCE OF 499.81 FEET TO A 1/2 INCH REBAR, SAID REBAR BEING THE POINT OF BEGINNING;

SAID TRACT OR PARCEL OF LAND CONTAINING 0.4342 ACRES OF LAND OR 18,915 SQUARE FEET OF LAND.

[Property Owner]

[Address]

Dear Neighbor and Resident,

The City of Norcross is proposing to abandon a portion of Stevens Road as a public right of way. Pursuant to Georgia law we are required to provide you notice of that abandonment. This abandonment will be voted upon by the Norcross City Council at its June 2, 2025 Regular Council Meeting.

The extent of the abandonment is detailed in the accompanying drawing. You will see that the abandonment does not limit access to any privately-owned properties along Stevens Road. Rather, only that portion of Stevens Road between city owned parcels will be abandoned. This means that the existing curb cuts and access points on surrounding properties will remain as they currently exist and this abandonment will have no impact on those points of access.

If you have any questions, you may contact the City Attorney, Bill Diehl via email (wdiehl@tokn.com) or by phone (770-925-0111).

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

City of Norcross

Legislation Details (With Details)

File #:	25-7324	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	6/2/2025 6:30 PM	**In Control:**	Mayor and Council
Title:	Action Items for the Historic Women's Club		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - Action Items for the Historic Women's Club
2. List of Action Items and Costs
3. Report of Facility Condition Assessment, Oct 2024
4. Budget Amendments for Action Items related to the Historic Women's Club

Title
Action Items for the Historic Women's Club

Drafter
Len Housley and Amir Mahfoozpour

Motion
A motion to Approve/Deny the list of recommended action items to preserve and protect the Historic Women's Club, located at 65 North Peachtree Street, at a cost of $39,330.00.

NORCROSS
a place to imagine

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

AGENDA REPORT

To: Mayor and Council

From: Len Housley, Public Works Director
Amir Mahfoozpour, City Engineer

Meeting Date: June 2, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7324

Title: Action Items for the Historic Women's Club

CC: Eric Johnson, City Manager

Recommendation: Approve recommended action items to preserve and protect the Historic Women's Club, located at 65 North Peachtree Street.

Background:
The City of Norcross contracted with Axias to conduct and provide a Facility Condition Assessment Report. The assessment report was provided in October 2024. This report provided renovation/upgrade recommendations and costs to the existing infrastructure only. This report does not include additions or expansion of the facility. These costs totaled $259,685.00

Staff assessed the report and focused on the "Critical", "High", and some "Medium" recommendations to protect and preserve the historic building. The assumptions are that until a long-range project, based on future use is approved, minimal renovations will be made to protect and preserve the facility.

At a minimum, the action items recommended total $34,200.00 with a 15% contingency that totals $39,330.00. There are also options provided if Council wishes to use the building for public use prior to executing an extensive remodel for the facility. Those options would bring the costs to $75,600.00 with a 15% contingency that totals $86,940.00. (See attached for action items and costs)

Per the report, the property does not comply with ADA guidelines given the original construction date and is currently considered grandfathered. Multiple barriers will need to be removed should the property ever be opened to the public. This would include the installation of a ramp to the front entrance, accessible restrooms, a lift or accessible route to the lower level, and modification to parking. As the intended future use of the property is unknown, such costs are excluded until a defined property use is decided.

Financial Impact:
$39,330.00 for recommended actions. $86,940.00 with Options for consideration.

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

1. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
2. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

- List of Action Items and costs
- Report of Facility Condition Assessment, Oct 2024

Action Items Recommended	Costs	
Environmental Testing (Underway)	$3,200	
Provide/repair foundation drain at building addition and replace waterproofing at below grade walls .	$2,200.00	
Spot repairs to both roofs, replace buckled areas, replace damaged shingles/Tar Roof, Fabricate and install chimney cover onto brick fireplace and seal cap.	$8,800.00	
Repair Sofit Damage and repaint	$3,300.00	
Replace gutters and downspouts. Direct water away from the building	$4,000.00	
Clean Ductwork	$900.00	
Replace Cloth insulated wiring	$2,000.00	
Investigate condition of main sanitary sewer lateral	$1,500.00	
2 Exit signs with emergency lighting (Underway)	$600.00	
Complete remediation/cleanup of animal waste above suspended ceiling. Ceiling tiles potential ACM.	$7,700.00	
Total	**$34,200.00**	15% Contingency $39,330.00

Action Item Options Recommended ONLY for use of building for a longer period of time, prior to complete remodel/renovation/addition	Costs	
Replace settled concrete sidewalk and steps	$4,000.00	
Renovate both bathrooms (excludes ADA modifications).	$10,000	
Install new suspended ceiling in 1960s addition	$7,000.00	
Replace carpet in 1960s addition	$3,000.00	
Repair ceiling in library area and repaint	$9,000.00	
Possible Asbestos or Lead abatement necessary	$9,000.00	
**Do we make ADA compliant for access?	?	
Total	**$42,000.00**	
Total of both	**$75,600.00**	15% Contingency $86,940.00

Action Item Options NOT Recommended	Costs
Replace both roofs	$43,000.00
Replace windows	$32,000.00
Total	**$75,000.00**

REPORT OF FACILITY CONDITION ASSESSMENT

Norcross Woman's Club

Property Address:
65 N Peachtree St.
Norcross, GA 30071

Prepared For:
City of Norcross
65 Lawrenceville Street
Norcross, Georgia 30071

Prepared By:
Axias
3675 Crestwood Parkway
Suite 222
Duluth, Georgia 30096

Project No. GA24-025
October 14, 2024

Axias
BUILDING VALU

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A Capital Expenditure Forecast

B Photographs

EXECUTIVE SUMMARY

Introduction

The Norcross Woman's Club is located at 65 North Peachtree Street in Norcross, Georgia. The Carnegie-style Greek revival building was originally constructed in 1921 as the first library to exist in Gwinnett County. An addition was constructed to the west elevation in the 1960's. The property is not currently listed on the National Register of Historic Places but could potentially be a suitable candidate. The property is now under the ownership of The Georgia Trust for Historic Preservation as of August 2024.

The table below provides an overview of the Property.

Facility Overview	
Property Name:	Norcross Woman's Club
Address:	65 N Peachtree St, Norcross, GA 30071
City, State, Zip Code:	Norcross, Georgia 30071
Primary Use:	Community Services / Non-profit
Age of Property:	1921/1960's addition
Years of Renovation:	1960 addition
Gross Square Footage	Building ~ 2,161 SF
Number of Buildings:	One
Number of Stories:	Two

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Assessment

On September 26, 2024, Mr. Jonathan Bailey, LEED AP, EBCP, CCM, CEM and Ms. Elizabeth Hines visited the property to observe and document the condition of the building and site components.

The objectives of the assessment were to:

- Identify the condition of the property and the timing and cost of expenditures required over the next 10 years.
- Determine failure probability of the various systems and components.
- Determine criticality of system and component failure.

To meet the above objectives, we evaluated the current condition of the park, site systems and utilities, and projected future repair and replacement needs required over the next 10 years (study period) from both a timing and criticality (risk of failure) basis.

Financial Requirements

The following section provides a summary of capital expenditures for the site and building systems over the study period. All numbers are shown in the dollar values of the respective years, excluding compounded inflation, and associated soft costs, such as architectural design fees. Refer to the capital expenditure forecast in Appendix A for further details.

Year		Expenditures*
1	2025	$230,385
2	2026	$0
3	2027	$24,300
4	2028	$5,000
5	2029	$0
6	2030	$0
7	2031	$0
8	2032	$0
9	2033	$0
10	2034	$0
	TOTAL	**$259,685**

It should be noted that the above expenditures do not include costs associated with preventative maintenance or corrective maintenance that may arise.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Expenditures by Category

The table below provides a breakdown of expenditures by category. The expenditure categories are defined in Section 1 of this report.

Category	Expenditures
Deferred Maintenance	$223,285
Scheduled Maintenance	$7,100
Capital Renewal	$29,300
Capital Improvement	$0
Energy & Sustainability	$0
TOTAL	**$259,685**

Given the overall condition of the property, most of the expenditures are considered to be Deferred Maintenance. This can be attributed to the lack of capital renewal investments over the years but more so due to repairs that were not completed that have caused collateral damage to the interiors and overall building fabric.

Expenditures by Priority

The table below provides a breakdown of expenditures by priority level. The priority levels are defined in Section 1 of this report.

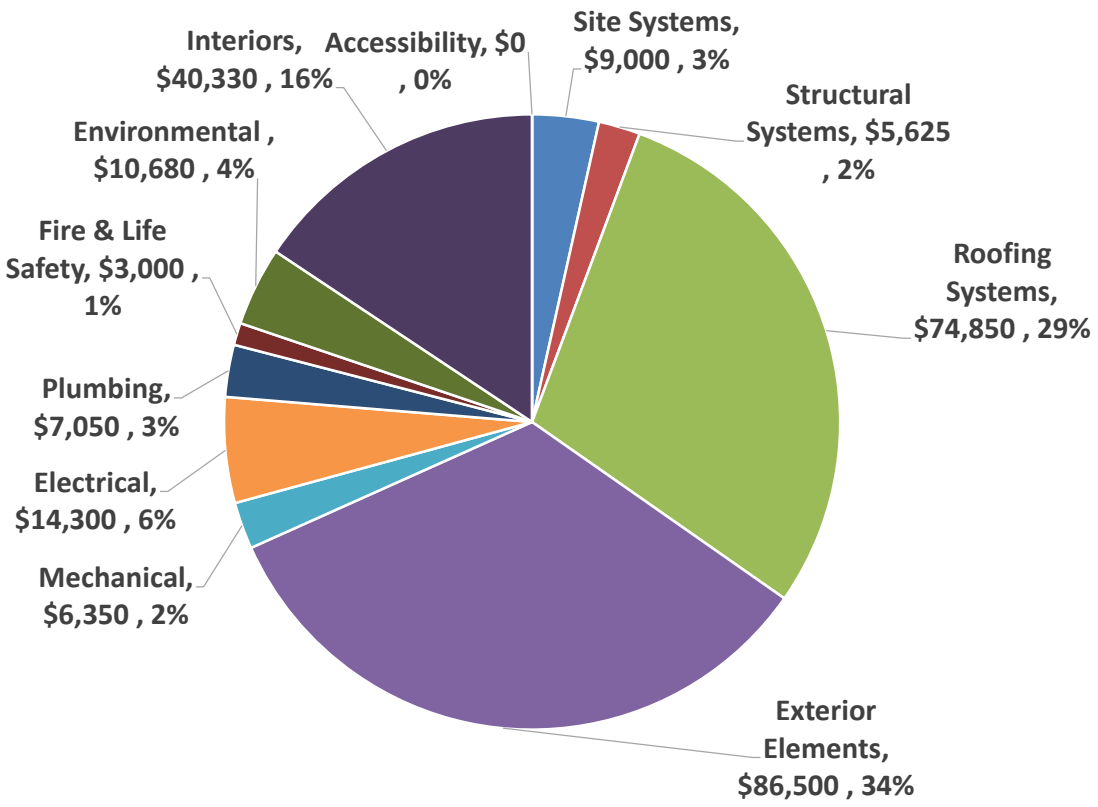
Priority Level	Expenditures
Priority I - Currently Critical	$7,680
Priority II - Potentially Critical	$21,525
Priority III - Necessary / Not yet Critical	$205,600
Priority IV - Recommended	$0
Priority V - Appearance	$24,880
Priority VI - Does Not Meet Codes / Standards	$0
TOTAL	**$259,685**

The priority level for each of the recommendations in the cost table has been developed based on the criteria defined in Section 1; however, most of the expenditures will overlap with or be addressed in conjunction with other recommendations within the cost table. The Priority I item is related to the remediation of the animal waste located above the ceiling of the 1960's addition.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Expenditures by System

The chart below shows a graphical breakdown of the expenditures by building system and as a percentage of the overall required expenditures.



From the graph above, expenditures related to restoration of the Exterior Elements account for 34% of the total expenditures recommended. This can be attributed to the condition of the exterior masonry joints, windows, the cornice, and the parapet caps. Roof Systems do show the second greatest need at 29% of the total expenditures recommended. It should be noted that the recommended costs only address the existing conditions and elements of the property and do not consider required improvements for alternative uses. This would include improvements such as making the property full handicap accessible, increased electrical capacity, providing heating and cooling throughout, etc that would likely be required to utilize the property for public events or services.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

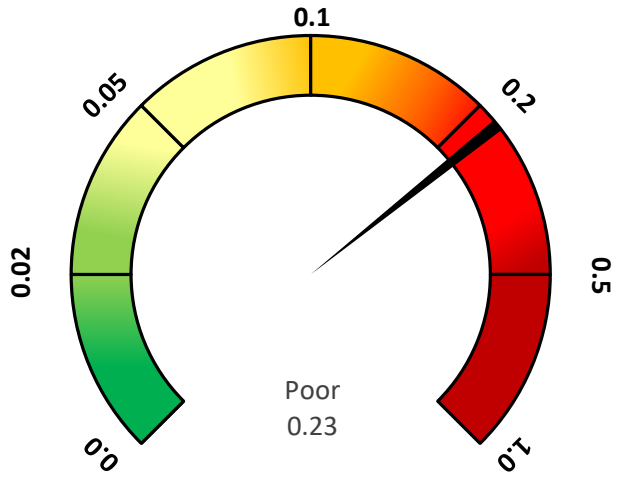
Facility Condition Index

The Facility Condition Index (FCI) provides a relative measure for comparing one building (or group of buildings) to another. This index is a calculation derived by dividing the total project cost for the first year of the study period by the total Current Replacement Value (CRV) of the building, which was calculated based on $350 per square foot, which excludes land costs along with moveable furniture, fixtures, and equipment along with the property value. The replacement value considers the current property use and configuration.

FCI Range	Condition Description
0.00 – 0.02	Excellent Condition, typically new construction
0.02 – 0.05	Good Condition, renovations occur on schedule
0.05 – 0.1	Fair Condition, in need of normal renovation
0.1 – 0.2	Below Average Condition, major renovation required
0.2 – 0.5	Poor condition, total renovation needed
0.5 – 1.0	Complete facility renewal or consideration of replacement

Year 1 Expenditures	Current Replacement Value (CRV)	Facility Condition Index (FCI)
$259,685	$984,200	0.23

Facility Condition Index

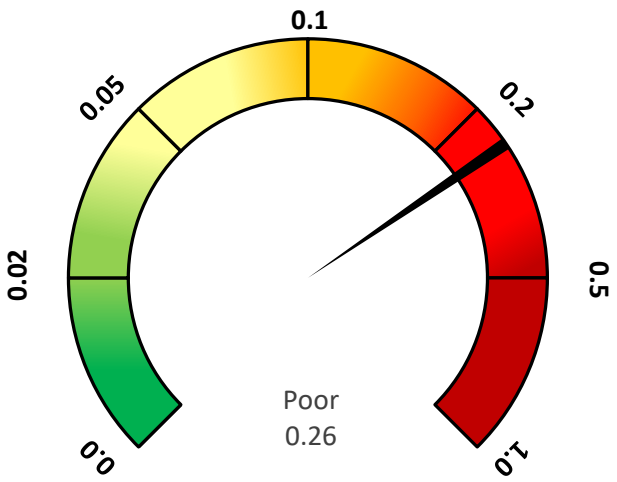


Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

In addition, the Facility Condition Needs Index (FCNI) is similar to the FCI but assists in comparing the expenditure needs of one building versus a group of buildings over a period of time. The FCNI also shows the cumulative effects if the deferred maintenance and capital renewal expenditures are not addressed in a timely manner. This index is a calculation, derived by dividing the total recommended expenditures over the entire 10-year study period by the total Current Replacement Value (CRV) of the building. The index is intended to show the current and future conditions of the building if no capital investment is made over the next 10 years. It should be noted that the FCNI does not account for increased costs due to ongoing deterioration resulting from expenditures not being addressed in a timely manner.

Accumulated Expenditures	Current Replacement Value (CRV)	Facility Condition Needs Index (FCNI)
$259,685	$984,200	0.26

Facility Condition Needs Index



The above information indicates that most of the expenditures for the property are required within the first year. However, if the recommended expenditures are not addressed within the first year, associated costs will likely escalate due to further deterioration and potential collateral damage. The FCNI also does not account for the functionality or suitability of the property in its current configuration and use.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

1.0 SCOPE OF SERVICES & ASSESSMENT METHODOLOGY

The objective of this report is to produce a holistic facilities assessment and capital planning process that will result in a strong and well-developed plan to support strategic capital investment and to identify and reduce risk. In short, the objective is to assess the condition of all building and site systems and develop a prioritized forecast of anticipated capital expenditures over the 10-year study period between 2025 and 2034. This will inform the long-term investment plan for the building by developing an array of projects that can be inputted into a planning model from which sound management decisions can be made to best utilize funding resources. Specific objectives of this study are listed below:

- Identification and documentation of the present condition and risks of the building
- Recommendation of corrections for all deficiencies
- Provision of cost estimates for such corrections
- Forecasting of future facility renewal costs based on documented methodology of the building systems and components
- Developing a Facilities Condition Index (FCI) and Facility Condition Needs Index (FCNI) to illustrate the relative condition of the subject building

The primary purpose of the facilities condition assessment was to identify visually apparent deficiencies in the building systems and site. The evaluation included site visits to observe the building and site systems, interviewing building management and maintenance personnel, and reviewing available maintenance systems, design and construction documents, and plans.

We performed a visual non-destructive assessment of the interior, exterior and site components of each building, including the following major components and systems:

Accessibility. We completed a cursory review of the building for general conformance with applicable accessibility requirements and have reported our findings.

Site Systems. We visually observed the site systems for the removal of stormwater and evidence of poor drainage and/or erosion potential. We also reviewed (where applicable) the condition of pavements, site concrete, retaining walls, fencing, landscaping, playground equipment, athletic fields, basketball and tennis courts, aquatic centers and equipment, site grading, and stormwater drainage features.

Structural Systems. We observed the structures for visible signs of distress and have reported our findings.

Roof Systems. We visually evaluated the condition of accessible roof systems, accessories, and details. In addition, where applicable we discussed existing roof warranties.

Building Exterior Elements. We visually observed the exterior wall systems, windows, and door systems for visible evidence of deficiencies, continuity of seals, and other types of distress and have reported our findings. We reviewed available flashing and connection details for drainage design and observed the condition and placement of expansion joints. Our visual observations were based on those conditions that can be observed from ground level.

Interior Finishes. We visually observed the interior areas of each facility and reported on their general condition.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Mechanical/HVAC, Electrical, Plumbing (MEP) Systems. We observed the age and condition of the MEP and related building systems and have commented on their condition and visible deficiencies.

Fire and Life Safety. We observed the age and condition of the fire and life safety elements and have commented on their condition and any visible deficiencies. The elements surveyed included structural fire protection, means of egress, fire suppression systems, and fire detection and alarm systems.

Conveyance Systems. We visually evaluated the condition of the conveyance systems.

The recommendations provided in the report focus on the existing property, use, and configuration and generally excluded associated cost to improve the functionality or repurposing of the property, such as accessibility upgrades to accommodate public events or assemblies. As the future use of the property is unknown to us at the time of writing this report, we are unable to provide accurate recommendations and cost information on such plans.

The report does not include an evaluation of the National Register of Historic Places eligibility or significance, nor did the report evaluate the historic integrity of materials or features of the building.

Opinion of Cost

Opinions of cost presented within this report are based upon experience with past costs for similar projects, consulting with local specialty contractors, client provided information, city cost indexes, construction costs developed by construction resources such as RS Means and assumptions regarding future economic conditions. Actual cost estimates are determined by many factors, including but not limited to, choice and availability of materials, choice, and availability of qualified contractors, regional climate zone, quality of existing materials, site compatibility, and access to the subject property and buildings. If any cost items listed are considered critical in decision making regarding this property, we recommend that contractor or supplier quotations be obtained for those items before making final decisions about this property. Opinions of cost also typically exclude design fees, contractor markups, insurances, permits, and other associated soft costs.

Costs for work that we consider as normal maintenance for a commercial facility, including items which can be completed for less than $2,000, work normally performed by the on-site maintenance staff, or work which is routinely contracted, may not be included in our cost evaluation but may be listed as maintenance/operational items.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Useful Life Development

A fundamental part of any capital planning process is the development of the Estimated Useful Life (EUL) and Remaining Useful Life (RUL) for each piece of equipment. EUL considers the life of a system or component of that system while RUL considers the remaining life of that system.

We developed our EUL and RUL based upon the determined condition, our professional experience, and the criticality of the system. Additional factors can also impact the RUL of a system, such as the level of maintenance that is carried out. The EUL is typically derived from industry standard publications, while the RUL is typically derived by location specific factors.

Expenditure Categories & Priorities

Axias has assigned a classification category for each recommendation regarding why the recommendation should be completed. We have classified each recommendation by one of the five classifications:

Category	Definition	Description
SM	Scheduled Maintenance	Scheduled maintenance is major maintenance that is typically required to maintain effective operation of an asset and/or prolong the lifecycle. This does not include items related to preventative maintenance activities and typically have a requirement total of over $2,500.
CR	Capital Renewal	Capital Renewal projects correct unacceptable conditions caused by aged building components which will exceed their useful life cycle within the next ten years. These items generally function as originally intended. If execution of Capital Renewal projects is deferred for an inordinate amount of time, conditions may deteriorate, and the projects may be re-categorized as Deferred Maintenance.
DM	Deferred Maintenance	Deferred Maintenance is maintenance or repair that is past due. This work will return a component or system to an acceptable condition, prevent physical depreciation or loss in the value of a building, minimize or correct wear, and maintain the maximum reliability and current useful life of the facility or component.
ES	Energy & Sustainability	When the repair works, or replacement of equipment, or systems are recommended to improve energy and sustainability performance.
CI	Capital Improvement	When a recommendation to install or upgrade a system component improves or enhances the performance or functionality of the facility.

In addition to the classification category, we have assigned a priority rating for each recommendation to detail the timeframe of when the recommendation should be completed. We have prioritized each recommendation by one of the five classifications:

Priority	Definition	Description
I	Currently Critical	Conditions in this category require immediate action to either correct a cited safety hazard, stop accelerated deterioration, or return a facility/system to operation.
II	Potentially Critical	Conditions in this category, if not corrected expeditiously, will become critical within a year.
III	Necessary / Not yet Critical	Conditions in this category require appropriate attention to preclude predictable deterioration or potential downtime and the associated damage or higher costs if deferred further.
IV	Recommended	Conditions in this category include items that represent a sensible improvement to existing conditions. These are not required for the most basic function of the facility.
V	Appearance	Conditions in this category include finishes that have deteriorated and are required to maintain the required aesthetic standards.
VI	Does Not Meet Codes / Standards	Conditions in this category include items that do not conform to existing codes but are "grandfathered" in their condition. No action is required at this time, but should substantial work be undertaken in contiguous areas, certain existing conditions may require correction to comply with current code standards.

2.0 ACCESSIBILITY

During our site visit, a limited visual assessment for compliance with accessibility requirements was made. This report identifies physical barriers to accessibility that we observed. Our cursory review is not to be considered a full accessibility survey. A full accessibility compliance survey may reveal further aspects of the facility which are not accessible.

The ADA is a civil rights legislation enacted by the United States Congress on July 26, 1990. The ADA is not a building code. The United States Department of Justice published revised regulations for the 1990 ADA on September 15, 2010. The regulations adopted revised accessibility standards called the 2010 ADA Standards for Accessible Design that replaced the 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG).

Applicability

Determination of which standard (1991 ADAAG or 2010 ADA Standard) is applicable to this facility and the "maximum extent feasible" is beyond Axias' scope of work. We recommend consultation with legal counsel and, if determined necessary, the development and implementation of a plan for physical barrier removal that satisfies the requirements of the ADA.

The ADA in its purest form relates only to facilities occupied or significantly altered after March 13, 1991. As this building was constructed before the implementation of the ADA guidelines, the facility is not required to comply with the guidelines; however, it is recommended to remove any existing barriers where feasibly possible and in a manner that will not affect the historical architectural character of the property.

Description

The table below provides a summary of the cursory accessibility review at the building:

ADA ACCESSIBILITY					
	Item	**Yes**	**No**	**N/A**	**Comments**
A. Building History					
1	Has an ADA survey previously been completed for this property?		×		
2	Have any ADA improvements been made to this property since original construction?		×		
3	Was the first occupancy at the subject property achieved after March 13, 1991?		×		
4	Has building ownership or building management reported receiving any ADA related complaints or litigation that have not been resolved?			✓	Axias is unaware of any past or present complaints or litigation concerning ADA compliance at the property.

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B. Parking					
1	Do designated accessible parking spaces appear to be provided in sufficient number at appropriate locations?		×		Only street parking is provided on Buchanon St.
2	Do appropriate transitions from paved areas to sidewalks appear to be provided?		×		
3	Do walkway slopes/cross slopes appear to be adequate and not excessive?		×		The slope on the north sidewalk exceeds allowable limits.
4	Do walkways appear to be the correct width, and clear of obstructions, including overhanging limbs or vehicles that encroach?		×		Tree limbs to overhang the sidewalks on the north side.
5	Do ramps appear to have appropriate handrails and edge protection?			✓	No ramps are provided.
6	Do building entry point/access doors appear to be provided along an apparent accessible route?		×		North entrance is accessible, east entrance is provided w/ steps.
7	Do the main entrances appear to be barrier free and readily accessible (that is, no steps, obstacles, or revolving doors)?		×		
C. Exterior Accessible Route					
1	Is an accessible route present from public transportation stops and municipal sidewalks on the property?	✓			The building is located along City sidewalks.
2	Are curb cut ramps present at transitions through curbs on an accessible route?	✓			
3	Do the curb cut ramps appear to have the proper slope for all components?	✓			
4	Do ramps on an accessible route appear to have a compliant slope?			✓	
5	Do ramps on an accessible route appear to have a compliant length and width?			✓	
6	Do ramps on an accessible route appear to have compliant end and intermediate landings?			✓	
7	Do ramps on an accessible route appear to have compliant handrails?			✓	
D. Building Entrances					
1	Do a sufficient number of accessible entrances appear to be provided?		×		Only bottom level / North side is ADA accessible.
2	If the main entrance is not accessible, is an alternate accessible entrance provided?		×		ADA access to the first floor is not provided from the lower level.
3	Is signage provided indicating the location of alternate accessible entrances?		×		
4	Do doors at accessible entrances appear to have compliant clear floor area on each side?	✓			

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5	Do doors at accessible entrances appear to have compliant hardware?		×		
6	Do doors at accessible entrances appear to have a compliant clear opening width?	✓			
7	Do pairs of accessible entrance doors in series appear to have the minimum clear space between them?			✓	
8	Do thresholds at accessible entrances appear to have a compliant height?	✓			
E. Interior Accessible Routes & Amenities					
1	Does an accessible route appear to connect with all public areas inside the building?		×		*Accessible route between floors is not provided.*
2	Do accessible routes appear free of obstructions and/or protruding objects?			✓	
3	Do ramps on accessible routes appear to have a compliant slope?			✓	
4	Do ramps on accessible routes appear to have a compliant length and width?			✓	
5	Do ramps on accessible routes appear to have compliant end and intermediate landings?			✓	
6	Do ramps on accessible routes appear to have compliant handrails?			✓	
7	Are adjoining public areas and areas of egress identified with accessible signage?			✓	
8	Do public transaction areas have an accessible, lowered counter section?			✓	
F. Interior Doors					
1	Do doors at interior accessible routes appear to have compliant clear floor area on each side?		×		
2	Do doors at interior accessible routes appear to have compliant hardware?		×		
3	Do doors at interior accessible routes appear to have compliant opening force?	✓			
4	Do doors at interior accessible routes appear to have a compliant clear opening width?		×		*Restroom door at addition is not accessible.*
G. Elevators					
1	Are hallway call buttons configured with the "UP" button above the "DOWN" button?			✓	
2	Is accessible floor identification signage present on the hoist way sidewalls?			✓	
3	Do the elevators have audible and visual arrival indicators at the entrances?			✓	
4	Do the elevator hoist way and car interior appear to have a minimum compliant clear floor area?			✓	

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5	Do the elevator car doors have automatic re-opening devices to prevent closure on obstructions?			✓	
6	Do elevator car control buttons appear to be mounted at a compliant height?			✓	
7	Are tactile and Braille characters mounted to the left of each elevator car control button?			✓	
8	Are audible and visual floor position indicators provided in the elevator car?			✓	
9	Is the emergency call system at the base of the control panel and does not require voice communication?			✓	
H. Toilet Rooms					
1	Do publicly accessible toilet rooms appear to have a minimum compliant floor area?		×		*Neither restroom is ADA accessible.*
2	Does the lavatory appear to be mounted at a compliant height and with compliant knee area?		×		
3	Does the lavatory faucet have compliant handles?		×		
4	Is the plumbing piping under lavatories configured to protect against contact?		×		
5	Are grab bars provided at compliant locations around the toilet?		×		
6	Do toilet stall doors appear to provide the minimum compliant clear width?		×		
7	Do toilet stalls appear to provide the minimum compliant clear floor area?		×		
8	Do urinals appear to be mounted at a compliant height and with compliant approach width?		×		
9	Do accessories and mirrors appear to be mounted at a compliant height?		×		

Condition & Recommendations

The property was noted to not be compliant with the ADA guidelines given the fact that it was built before 1991. Significant alterations would need to be completed to make the property fully accessible. Any future plans for the property should consider the future intended use as well as the requirements to remove existing barriers.

The building has street parking along City sidewalks at the north entrance into the addition, but these parking spaces are not accessible given the slope of the street and sidewalks. The main entrance to the original structure is not accessible due to the front steps, and an accessible route to the 1960's addition entrance is not provided from the main entrance due to the topography of the site. Once within the 1960's addition, circulation throughout the building is limited to that level due to no conveyance systems or wheelchair lift being provided. These conditions do present significant barriers that will need to be considered once the future use of the building is determined.

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The restroom in the addition is located off the main meeting area in a small room shared with the air handling unit. The other restroom is located off the kitchen and is accessed via stairs due to the toilet being on a raised platform. Given that the building was constructed prior to the implementation of the ADA, we have excluded upgrades required to make the restrooms compliant. Additional planning would need to go into constructing an accessible restroom given the current building layout.

3.0 SITE FEATURES

Description

The structure is located on a 0.19 acre of land located at the corner of Buchanan Street and North Peachtree Street, that slopes moderately from the south to north. Cast-in-place concrete sidewalks are along the street facing sides of the property. The main entrance to the original structure is located off North Peachtree Street and accessed via a cast-in-place concrete sidewalk and concrete steps with painted tubular steel railings. An additional concrete sidewalk that parallels Buchannon Street leads down to the entrance of the 1960's addition. Additional cast-in-place concrete steps with painted steel railings are provided along the route due to the topography of the property.

The structure occupies most of the site with the remainder provided with various landscaping elements, manicured lawns, and wooded areas. Mature trees are provided throughout the property. Portions of the property are overgrown with ivy, primarily at the rear of the 1960's addition, or have areas of organic growth, such as moss.

A memorial garden/sitting area is located at the northeast corner of the property that includes bench seating and a garden arch trellis. Railroad tie retaining walls are provided at two sides of the garden area.

Site lighting at the property is limited to City street lighting and limited exterior lighting at the main entry alcove.

A historical marker and flagpole are located at the front of the property off the main sidewalk.

Condition & Recommendations

The site elements appeared to be in fair to good condition. The sidewalks appeared to be in fair to good condition with select sidewalk panels noted to have settled or heaved creating a trip hazard. It is recommended to replace these sidewalk sections in the near-term.

The steps on the north side of the property along Buchannon Street have settled and been displaced by tree roots. The damage appeared to be significant, and the steps should be replaced in the near-term. Due to the tree routes, it may not be possible to place the steps in the same location without removing the roots. A certified arborist should be consulted to determine if removing any of the roots would impact the health of the respective tree before completing any work.

The landscaped areas appeared to be in fair condition. The areas at the back of the property should be maintained including the removal of ivy and fallen leaves. We did note water ingress into the addition where the restroom is located which is likely due to the grade level and leaves being above the height of the floor slab allowing water to ingress into the building.

A tree located toward the northwest corner of the property appears to have either partially fallen previously or has grown at an approximate 45° angle which could potentially make it a risk for falling. It is recommended to have the tree inspected and removed if a potential hazard. The remaining trees should be trimmed to remove overhanging branches.

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4.0 STRUCTURAL SYSTEMS

Description

The original structure, built circa 1921, is likely built on concrete strip foundations supporting the stone masonry foundation walls. The superstructure typically consists of perimeter multiple wythe brick masonry walls with intermediate structural brick piers, supporting a wood framed trussed roof. This roof structure is understood to be comprised of the original roof trusses and decking.

The1960's addition is also likely built on concrete strip foundations with load bearing perimeter concrete masonry unit walls covered with a brick veneer. The load bearing perimeter walls support site-built wood trusses.

The lower level of the original structure and the addition are provided with a cast-in-place concrete slab-on-grade. The main level of the original structure is constructed of wood framing with intermediate wood columns which are supported by isolated concrete piers. Approximately 50% of the area below the main level is open crawl space, which is provided with a vapor barrier.

Condition & Recommendations

Overall, the structural systems appeared to be in fair to good condition with no significant structural deterioration noted. As noted within the Site Systems Section of this report, water ingress was noted on the south/rear elevation of the 1960's addition at the restroom. This is likely due to the grade in that area allowing water to enter the building. This area should be regraded, and a proper foundation drain installed to remove water away from the building foundation. It is also recommended to reapply the waterproofing membrane at areas where the site cannot be regraded properly.

Areas within the crawlspace appeared to be in good condition with no evidence of water infiltration noted at the time of our assessment. The foundation walls also appeared to be in good condition with no instance of cracking or settling noted at observable areas.

We did note some potential movement where the 1960's addition meets the original structure, as it appeared that some materials have pulled away from the original structure creating a wider gap between the two structures. The construction detail at these locations did not appear to allow for movement from the beginning and it appears that over time, some movement has occurred. It should be noted that there were no instances of stair-step or shear cracking within the interior or exterior masonry of the addition, only what appears to be the widening of the construction joint between the two structures. It is recommended to complete crack monitoring of these locations to determine if the movement is ongoing or just a product of minor settlement. Once further investigation is completed, it is recommended to seal these construction joints with a sealant appropriate for the application.

The roof structure of the 1960's addition was accessed. The roof trusses appeared to be in good condition; however, we did note localized damage to the roof decking, which will need to be replaced in conjunction with the asphalt shingle roof.

A Roof Structure Conditions Report issued by Barker, Cunningham, Barington, PC and dated October 5, 2017, was reviewed. The assessment did include some destructive investigation to observe the underside of the roof deck at the original structure. The access point for the assessment remains open; however, access was not available at the time of our assessment. Based on the noted conditions of the report and observed conditions of the interior ceiling finishes in the area, the roof deck will likely be in fair to good condition. Some isolated roof decking may require replacement during the roof replacement project and such costs have been included within the roof replacement cost recommendation.

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5.0 ROOFING COMPONENTS

Roofing Systems

Description

The main roof of the original structure consists of modified bitumen rolled roof membrane. The buildup/detail of the complete roof system is unknown. The roof is enclosed on three sides with parapets which are extensions of the exterior façade. Parapets are flashed utilizing a similar material to the main roof, which appears to be lapped over the wall and capped with limestone and then wrapped with unfinished metal.

The roof slopes from the east to west to convey stormwater to the box gutters installed along the western edge of the roof with a single downspout provided at the southwest corner. Select sections of the gutter appear to have gutter guards.

The addition consists of a sloped asphalt shingle roof. The addition section of the building has open top aluminum gutters at the eaves of the building. Counter flashing at the extension's back brick façade of the original structure appends the transition from the original to the addition.

Condition & Recommendations

The main roof appeared to be in poor condition with wrinkling of the membrane and bridging of the parapet flashings. The roof appeared to have been repaired multiple times with the seams, laps, and joints of the metal cap sealed with an asphaltic based roofing cement. Indications of current or historical roof leaks were not evident within the interior of the building, except for any area of destructive exploration created during the Roof Structures Condition Assessment as previously noted. Based on the noted conditions of the roof membrane, it is recommended to remove the existing roofing system down to the deck, repair any damaged roof deck and install a new roof system with a TPO roof membrane. Parapet flashings should also be replaced in conjunction with the roof and the repairs to the parapet caps discussed in the Exteriors Section of this report. It is recommended to complete materials testing to determine if any asbestos or polychlorinated biphenyls (PCBs) containing materials are present.

The roof at the addition was in poor condition. The soffit had severe deterioration and damage on the south side of the building, along with some minor deterioration on the north. Potential roof deck damage was also noted when observing the underside of the roof deck. Based on the condition of the roof and deck, it is recommended to replace the asphalt shingle roof in the near-term.

The gutters and downspouts appeared to be in poor condition. We did note instances of damaged gutters as well as downspouts which drained to grade adjacent to foundations. Based on the condition of the gutters and downspouts, it is recommended to replace them in conjunction with the roof replacements. The downspouts should be tied into a drainage system in order to ensure stormwater is directed away from the structure.

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6.0 BUILDING EXTERIORS

Description

The exteriors consist of traditional red iron-oxide bricks laid in a running bond pattern, with untinted mortar. The original portion of the structure features embellishments in the form of corbelled brick ledges and painted wood cornices at the front-facing elevations. Rough-cut granite stone foundation walls are exposed along the bottom edge of the same elevations. The stones are natural-faced granite with untinted concave mortar infill. Brick pillars detail each of the corners of the building exterior. Stone lintels and sills are utilized at window openings, while the main entryway and doorway also feature a stone lintel at each. The top of the masonry wall is topped with a limestone cap which is wrapped with metal.

Architectural detailing in the form of masonry lettering adorns the front entryway along with two rounded American Colonial (Tuscan) columns, a set of concrete steps, and metal handrails.

The 1960's portion of the building features unembellished brick walls with soldier bricks along the top edge, and pitched row-lock brick sills at windows. Painted wood facias, soffits, and bargeboards delineate the perimeter at roof overhangs.

Windows at the building consist of single-hung wood-framed multi-lite windows painted to match trim detailing. At the original portion of the building, sills are profiled frames and at the 1960's portion, sills are pitched wood surfaces. Glazing at each window is single pane and untinted. The main entrance at North Peachtree Street features a solid wood door package with multi-lite glazing set between two side-lites of matching design. A wood screen-door is installed outside the main door. At the rear entry, off Buchanan Street, is a set of painted solid wood paneled doors with partial multi-lite glazing, set in a metal frame.

There were no notable control joints at the exterior, and construction joints abutting masonry typically consisted of simple mortar. Fenestration openings along the exteriors utilized wood frames, masonry, and fitment for sealing out moisture. Weepholes at masonry walls were not observed.

Condition & Recommendations

The exterior elements at the original structure appeared to be in fair condition. Areas of deteriorated mortar joints were noted, primarily at the tops of the walls above the ledge that runs along the upper portion of the exterior walls. Organic growth was also noted at the northwest corner of the original structure, likely due to the area not receiving sufficient sunlight. Only a few spalled bricks were noted. Based on the condition of the exterior masonry elements, it is recommended to budget for a masonry restoration project. This should include removal of deteriorated mortar joints and placement of new mortar joints. The restoration work should be completed in a manner that does not impact the historical character of the property.

The limestone cap provided at the tops of the masonry walls appeared to be in poor to fair condition. The limestone has been wrapped with metal likely due to deteriorated mortar joints and potential water ingress. The metal capping is now in poor condition and should be removed and the limestone repaired. Although not completely visible, the limestone caps did appear to be intake with only deteriorated mortar joints. It is recommended to remove the caps and provide a proper flashing detail, and then re-install the limestone.

The cornice at the front elevations appeared to be in poor condition with sections of damaged wood noted. In addition, the top of the cornice was capped with painted metal, which appeared to be rusting in some areas. There also appears to be no flashing detail tying the cornice into the façade. It is

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recommended to budget for restoring the wood cornice detail which should include replacement of damaged wood, replacement of the metal cap, and providing a flashing or type of detail to ensure water is directed away from the façade.

The exterior windows appeared to be in fair condition with instances of damaged wood at sashes and frames. We also noted that the original windows no longer appeared operable as most of the window sash cords were no longer fixed. Given the age and condition of the windows, it is recommended to budget for their replacement. It is recommended to replace the windows with a similar style window to not detract from the historical character of the property should it ever get placed on the National Register of Historic Places. Should budgets not be able to support replacement of all windows, select windows could be refurbished in lieu of complete replacement. Any such work should include testing of the exterior paint to confirm the presence of lead as well as consulting with a historic preservationist to determine an appropriate window replacement.

The exterior doors appeared to be in fair to good condition. The doors were operable at the time of our site assessment and should remain serviceable throughout the term with periodic repairs and repainting.

7.0 BUILDING INTERIORS & FINISHES

Description

The original library area on the main level consists of stained red oak hardwood flooring, painted plaster walls, and painted plaster ceiling with wood purlins spaced throughout. Stained wood trim is provided around the windows along with stained crown molding. A built-in wooden bookcase lines the perimeter of the interior walls.

Interior finishes at the 1960's addition consist of low pile roll carpeting, painted concrete masonry unit and granite walls, and a suspended acoustical tile ceiling. Doors consist of painted wood set in wood frames with knob hardware.

There are two restrooms – one that is accessed via the kitchen and the other one in the addition portion. Restroom finishes include a combination of beadboard ceiling, beadboard wall panels and wallpaper finishes, and carpeted flooring. Both restrooms are provided with a porcelain toilet; however, only the kitchen restroom provides a porcelain sink.

The kitchen area finishes consist of linoleum flooring, painted plaster, granite walls, and a beadboard ceiling. The kitchen is provided with cabinetry and a laminated countertop. Appliances are limited to a dishwasher.

A painted wooden staircase located in the kitchen provides access between the first floor and second, which is accessible via the main entrance from the exterior.

Condition & Recommendations

Interior finishes within the addition area were in poor to fair condition with signs of distress, peeling paint and/or deterioration. Animal waste was noted on top of the ceiling tiles throughout the entire space. We have included an allowance to remediate the animal waste, which will likely have to include the complete demolition of the suspended ceiling. Once this is completed, a new suspended ceiling will need to be installed. We also noted that the carpet in the addition was saturated due to the noted exterior issues. Once the remediation is complete, the carpeting should also be replaced.

The condition of the restrooms was fair condition but dated. It is recommended to renew the finishes in the restrooms. Upgrades for ADA compliance have been excluded as to make the restrooms compliant, a significant reconfiguration would be required.

Finishes in the kitchen were fair but dated; however, the linoleum flooring was peeling and will need to be replaced within the study period.

The finishes within the main library area were in fair condition, with some peeling paint noted at the walls. There still exists a hole in the ceiling where a roof inspection was completed in 2017 assessing the leaks. The ceiling was also noted to be sagging in some locations. It is recommended to repair the damaged plaster ceiling and correct any sagging areas. The associated costs to repair the ceiling may vary based on the extent of the repairs once the work begins. Once complete, the ceiling and remaining areas should be repainted.

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8.0 MECHANICAL SYSTEMS

Description

Conditioned air for the 1960's addition is provided by one split system air conditioning unit. The split system consists of a grade mounted condensing unit along with an interior natural gas fired furnace and evaporative coil. The natural gas furnace was manufactured in 2008 by International Comfort Products with a rated capacity of 40,000-btuh, while the condensing unit was manufactured by ComfortMaker in 2008 with a rated capacity of 2-tons. Conditioned air is typically distributed through metal ductwork. The split system is controlled via a wall mounted programmable thermostat.

A ceiling mounted ventilation fan is provided at the activity/meeting room area of the 1960's addition and is controlled by a local switch. It is anticipated that this was installed at the time of construction and the split system unit was installed at a later date.

The original structure is not provided with a means of mechanical air conditioning. Ventilation and circulation of air is provided by any remaining operable windows and a ceiling fan. The original library space is provided with a chimney and was likely heated with a wood or coal burning stove.

Condition & Recommendations

The split system unit appeared to be in fair condition. The unit was operational in both heating and cooling modes at the time of our site visit. These types of systems typically have a 20-year service life and should be budgeted for replacement in the near-term.

Once the renovation/remediation of the 1960's addition is completed, it is recommended to clean the interior ductwork to remove any buildup of debris or contaminants.

The ventilation fan was operational at the time of our site visit. With the installation of the split system, the fan can be removed if desired.

Installation of a heating and cooling system within the original structure has not been considered by this report due to the various system types and configurations. If windows are repaired, this could provide additional natural ventilation within the space for future events. However, should a heating and cooling system be required based on the future use of the property, the system should be installed in a manner that does not detract from the architectural character and features of the interiors.

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9.0 ELECTRICAL SYSTEMS

Description

Electrical service is provided via an overhead 120/208-volt single-phase supply to an electrical service mast and meter on the north elevation. The meter feeds a 100-amp main breaker panel manufactured by SquareD located within the small restroom in the 1960's addition. Main conductors serving the panel are aluminum, while copper conductors appear to be utilized for all branch wiring.

Lighting throughout the building varied based on the area of use. Lighting fixtures typically consist of T-12 & T-8 fluorescent light fixtures, surface mounted fluorescent lights, ceiling fans with light kits, and basic single lamp fluorescent lights. Lighting is typically controlled via local switch or pull string.

Telecommunication, data, intrusion detection, or cable services were not noted at the property.

Condition & Recommendations

The electrical service appeared to be in fair condition. Thermographic scans of the panel did indicate potential loose connections and select breakers which should be tightened. Some cloth insulated wiring was noted above the ceiling in the 1960's addition leading to the original structure. We were unable to determine if it was still in use and what it served as the panel directory was not accurate. It is recommended to trace the circuit down and replace the cloth insulated conductors in the near-term.

The main breaker panel appears to date to the time of the 1960's addition, with various breakers having been replaced since the installation. Based on the age of the panel, it is recommended to budget for the replacement of the panel in the mid-term or in conjunction with any future major renovation.

It should be noted that if additional electrical loads are required for future use, the electrical service would likely need to be upgraded. This analysis has been excluded due to the unknown future use and future electrical load profile.

Lighting throughout the building was functional but appeared dated. It is recommended to replace the fluorescent fixtures throughout during the interior renovations.

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10.0 PLUMBING SYSTEMS

Description

Domestic water service appears to enter the building on the north elevation, off Buchanan Street. The domestic water piping observed within the crawlspace is a combination of copper and galvanized piping. Domestic hot water is provided by an electric storage tank water heater.

Plumbing fixtures throughout the building typically consist of floor mounted water closets and lavatories are typically wall mounted. A lavatory is not provided in the 1960's additional restroom and was likely removed for the installation of the air handling unit.

Sanitary waste systems observed consists of cast iron piping and PVC. The restroom off of the kitchen area is on a raised platform. The adjacent lavatory, kitchen sink, and dishwasher all appear to drain to a sump pump located in the crawlspace; however, the toilet is believed to tie into a separate sanitary sewer main as a cast iron drain line with PVC repairs was noted running beneath the sump pump.

Condition & Recommendations

The main domestic water service and distribution were in fair condition. It is recommended to replace all remaining galvanized piping throughout the building.

The water heater is located in a corner of the kitchen cabinets and is only accessible by removing the dishwasher, so access to the water heater was restricted. Based on the anticipated age of the water heater, it is recommended to budget for its replacement in the near-term.

The observable sanitary piping appeared to be in fair condition. We did note that the discharge piping does slope back toward the pump instead of away. The pump is provided with a check valve, but it is recommended to adjust the slope of the pipe so that it slopes away from the pump. The toilet in the restroom off the kitchen was noted to have a sign indicating not to use the toilet. Given that we were unable to identify where the main sanitary line exits the building and its unknown condition, it is recommended to budget for further investigation of the internal piping and investigate why the toilet should not be utilized.

Should the property ever undergo an extensive renovation, relocation and configuration of the restrooms should be considered. In addition, a new sanitary sewer main should be provided.

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11.0 FIRE AND LIFE SAFETY SYSTEMS

Description

The fire and life safety systems at the property are limited and typically only include battery-operated smoke detectors. The property is not provided with a fire sprinkler system or a monitored fire detection and notification system.

There are only two means of egress from the building as detailed throughout this report. Vertical circulation from the main level to the lower level is provided by wood steps with wood handrails. Emergency exit signage and/or lighting is not provided. A posted Certificate of Occupancy notes an approved occupant load of 70.

Condition & Recommendations

The means of egress appeared to be compliant with the codes enforced at the time of construction. Future renovations or changes of use type will likely need a detailed life safety code assessment as part of the design effort. This should evaluate any potential code improvements that would be required as part of any future renovation.

The handrails on the steps do not meet current codes but are considered to be grandfathered based on the date of construction. Should the building ever undergo an extensive renovation, the handrails will likely be required to be modified to comply with current codes.

Battery operated smoke detectors should be replaced as the date of installation is unknown. In addition, a carbon monoxide detector should also be installed near the natural gas furnace. Emergency exit lights and signage should be installed where required.

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12.0 CONVEYANCE SYSTEMS

Description

There are no conveyance systems at the property.

Condition & Recommendations

Depending on the future use of the property, an accessible lift may be required to make the property fully accessible; however, given that the future use and configuration of the property is not known at this time, the installation of a lift has been excluded from this report.

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13.0 ENVIRONMENTAL REVIEW

Description

As part of our assessment, we completed a visual review of the property for potential hazardous materials, such as lead-based paint and asbestos containing materials, and conditions that would impact the indoor air quality. It is recommended to complete a more detailed assessment and include material testing prior to the commencement of any work at the property.

Based on our visual assessment, there are several potential asbestos containing materials present at the site and include the exterior sealants, roofing materials, and the ceiling tiles in the 1960's addition. Lead-based paint potentially could be present in the exterior and interior paint. At the time of our site assessment, there was minimal pealing or flaking paint noted.

Condition & Recommendations

Indoor air quality testing to determine the presence of any suspect microbial growth was not completed as part of our assessment scope. We did note evidence of animal activity in the ceiling plenum of the addition, as animal waste was noted on top of the ceiling tiles. This does present an indoor air quality risk and should be remediated immediately.

Appendix A

Capital Expenditure Forecast

Axias
BUILDING VALUE

Building: Norcross Woman's Club
GSF: 2812
Age: 1921
Address: 65 N Peachtree St
Norcross, GA 30071

Item No.	Recommendation	Priority Category	Deficiency Category	Impact of Failure	Condition	Probability of Failure	Frequency of Failure	Risk Score	Risk Category	Estimated Useful Life	Remaining Useful Life	Quantity	Unit of Measure	Unit Cost	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Required
														Year	1	2	3	4	5	6	7	8	9	10	
Accessibility																									
1	The property does not comply with ADA guidelines given the original construction date and is currently considered grandfathered. Multiple barriers will need to be removed should the property ever be opened up to the public. This would include the installation of a ramp to the front entrance, accessible restrooms, a lift or accessible route to the lower level, and modification to parking. As the intended future use of the property is unknown, we have excluded such cost recommendations until a defined property use is provided.																								$0
Site Systems																									
1	Replace settled concrete sidewalk and steps	III	DM	3	3	3	3	12	High		1	1	ALLOW	$4,000	$4,000										$4,000
2	Replace railroad tie retaining wall	III	SM	5	4	4	4	17	Low		1	80	SF	$25	$2,000										$2,000
3	Have arborists inspect the trees on site and trim/remove trees where necessary.	III	DM	4	3	4	4	15	Medium		1	1	ALLOW	$3,000	$3,000										$3,000
Structural Systems																									
1	Provide/repair foundation drain at building addition and replace waterproofing at below grade walls .	II	DM	3	3	4	3	13	High	20	1	85	LF	$25.00	$2,125										$2,125
2	Complete destructive investigation and repairs to examine condition of wood framing at southwest elevation of addition where water ingress noted. Actual costs could vary based on findings.	II	DM	3	3	4	4	14	Medium	20	1	1	ALLOW	$3,500	$3,500										$3,500
3	Complete crack monitoring at construction joint and repair/seal joints.	III	DM	4	3	4	4	15	Medium	20	1	1	ALLOW	$2,000	$2,000										$2,000
Roofing Systems																									
1	Replace the asphalt shingle roof. Include allowance for deck replacement.	II	DM	3	3	3	3	12	High	20	1	1,200	SF	$8.00	$9,600										$9,600
2	Replace low-sloped roof. Includes allowance for potential environmental abatement, structural repairs, base flashings, and deck replacement.	III	DM	3	3	4	4	14	Medium	20	1	970	SF	$60.00	$58,200										$58,200
3	Repair damaged soffit and repaint.	II	DM	3	3	3	3	12	High	15	1	110	SF	$30.00	$3,300										$3,300
4	Replace gutters and downspouts. Include gutter guards and modifying downspouts to discharge away from building.	III	DM	3	3	4	4	14	Medium	20	1	150	LF	$25.00	$3,750										$3,750

Axias
BUILDING VALUE

Building: **Norcross Woman's Club**
GSF: 2812
Age: 1921
Address: 65 N Peachtree St
Norcross, GA 30071

Item No.	Recommendation	Priority Category	Deficiency Category	Impact of Failure	Condition	Probability of Failure	Frequency of Failure	Risk Score	Risk Category	Estimated Useful Life	Remaining Useful Life	Quantity	Unit of Measure	Unit Cost	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Required
														Year	1	2	3	4	5	6	7	8	9	10	
Exterior Elements																									
1	Complete masonry restoration of brick exteriors and chimney. Includes limestone wall cap repairs/restoration. Actually cost may vary based on further analysis of the mortar integrity.	III	DM	3	3	4	4	14	Medium	25	1	350	SF	$120	$42,000										$42,000
2	Repair and repaint wood cornice.	III	DM	3	3	4	4	14	Medium	25	1	90	LF	$150	$13,500										$13,500
3	Replace windows (large windows 7' x 3').	III	DM	3	3	3	4	13	High	25	1	4	EA	$2,500	$10,000										$10,000
4	Replace windows (smaller at addition 5' x 3').	III	DM	3	3	3	4	13	High	25	1	14	EA	$1,500	$21,000										$21,000
Interiors																									
1	Renovate both bathrooms (excludes ADA modifications).	V	CR	4	4	4	4	16	Medium	15	3	2	EA	$4,500			$9,000								$9,000
2	Repair ceiling in library area and repaint entire space. Cost increased due to additional ceiling repairs at sagging areas. Actually cost may vary based on extent of repairs.	III	DM	4	4	4	4	16	Medium		1	900	SF	$10.00	$9,000										$9,000
3	Refinish hardwood floor (Preservation Measure).	III	SM	4	4	4	5	17	Low	8	1	900	SF	$4.00	$3,600										$3,600
4	Replace carpet in 1960's addition.	III	DM	4	3	4	4	15	Medium	10	1	95	SY	$30	$2,850										$2,850
5	Allowance to renew interior finishes in the kitchen area, including cabinetry.	V	CR	4	3	4	5	16	Medium	20	3	300	SF	$30			$9,000								$9,000
6	Install new suspended ceiling system in 1960's addition after demo/remediation.	V	DM	3	4	4	4	15	Medium	20	1	860	SF	$8	$6,880										$6,880
Mechanical																									
1	Replace split-system which was manufactured by Comfort Maker in 2008/ 2019 (double check model).	III	CR	3	4	5	5	17	Low	15	3	1	EA	$5,500			$5,500								$5,500
2	Clean ductwork.	III	DM	3	3	3	3	12	High	10	1	1	ALLOW	$850	$850										$850
Electrical																									
1	Replace 100 amp electrical panel manufactured by SquareD, including main incoming feeder.	III	CR	3	4	4	4	15	Medium	40	4	100	AMP	$50				$5,000							$5,000
2	Replace cloth insulated wiring.	III	DM	3	3	3	3	12	High	40	1	100	LF	$12.00	$1,200										$1,200
3	Replace light fixtures throughout.	III	DM	3	4	4	4	15	Medium	25	1	18	EA	$450	$8,100										$8,100

Axias
BUILDING VALUE

Building: Norcross Woman's Club
GSF: 2812
Age: 1921
Address: 65 N Peachtree St
Norcross, GA 30071

Item No.	Recommendation	Priority Category	Deficiency Category	Impact of Failure	Condition	Probability of Failure	Frequency of Failure	Risk Score	Risk Category	Estimated Useful Life	Remaining Useful Life	Quantity	Unit of Measure	Unit Cost	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Required
														Year	1	2	3	4	5	6	7	8	9	10	
Plumbing																									
1	Replace remaining galvanized domestic water piping.	III	DM	3	4	4	4	15	Medium	40	1	1	ALLOW	$4,000	$4,000										$4,000
2	Adjust sanitary sump pump discharge slope.	III	DM	3	4	5	5	17	Low	10	1	1	EA	$750	$750										$750
3	Replace 6-gallon water heater. Access to the system was unavailable, but based on the building and other systems, it is recommended to replace this unit as well.	III	CR	3	4	5	5	17	Low	10	3	1	EA	$800			$800								$800
4	Investigate condition of main sanitary sewer lateral and investigate note stating not to use the one toiler.	III	SM	3	4	4	5	16	Medium		1	1	EA	$1,500	$1,500										$1,500
Fire & Life Safety																									
1	Install combination exit and emergency lighting.	III	DM	3	3	3	3	12	High		1	4	EA	$750	$3,000										$3,000
Environmental																									
1	Complete remediation/cleanup of animal waste above suspended ceiling. Ceiling tiles potential ACM.	I	DM	2	2	2	2	8	Critical		1	960	SF	$8	$7,680										$7,680
2	Complete environmental testing for hazardous materials.	II	DM	3	3	3	3	12	High		1	1	ALLOW	$3,000	$3,000										$3,000
													Required Cost (2024 US-Dollars)		$230,385	$0	$24,300	$5,000	$0	$0	$0	$0	$0	$0	$259,685
													Required Cost (Inflated @ 8% for 1st 3 years then 3% Per Yr.)		$248,816	$0	$30,611	$5,628	$0	$0	$0	$0	$0	$0	$285,054
													Total Cost (2024 $/ SF/ Yr.)		$81.93	$0.00	$8.64	$1.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$92.35

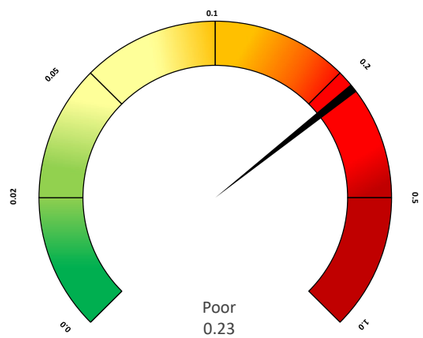
Notes:
1. A historic preservationist should be consulted before the completion of any interior and exterior work.
2. Hazardous materials testing should be completed before the commencement of any work.
3. Opinions of cost generally exclude A/E fees, general contractor markups, permits, etc.
4. Recommendations generally exclude improvements to the property to make it suitable for another use or program.

Axias
BUILDING VALUE

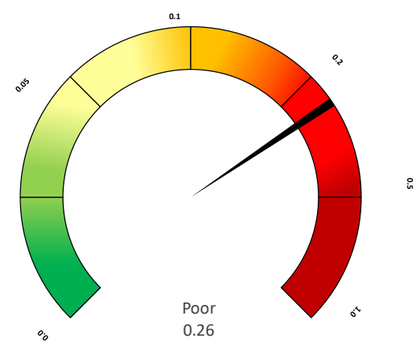
Building: Norcross Woman's Club
GSF: 2812
Age: 1921
Address: 65 N Peachtree St
Norcross, GA 30071

Financial Summary

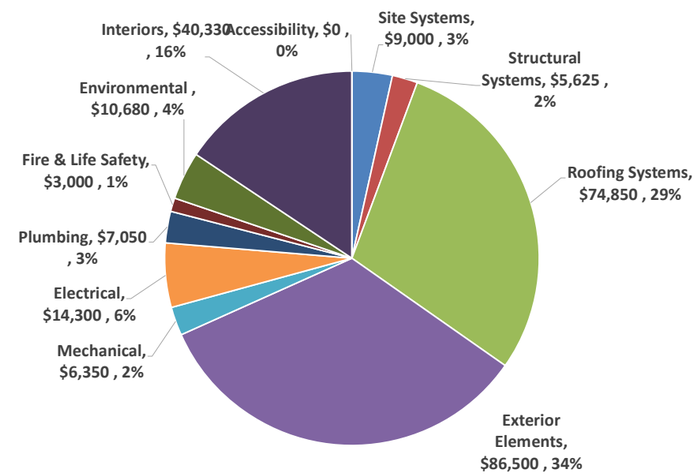
Facility Condition Index



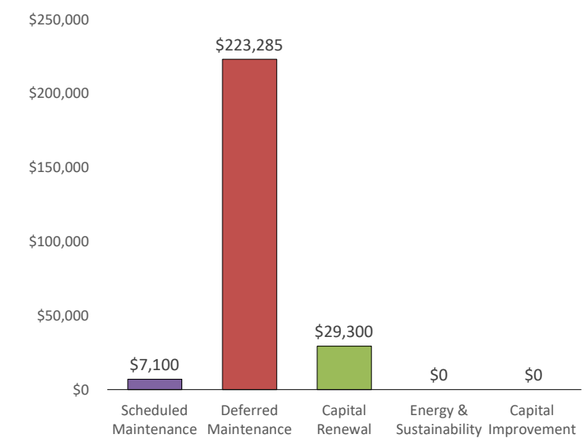
10 Year Facility Condition Index



Summary by System

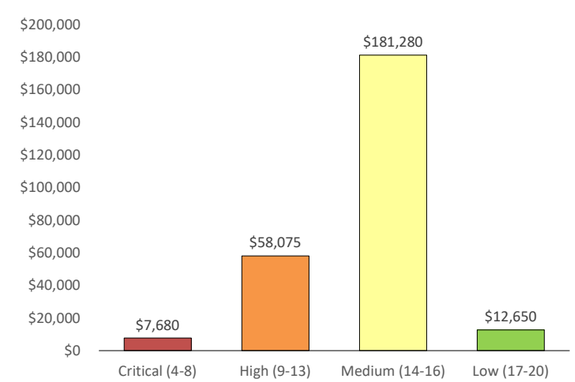


Expenditures by Deficiency Category

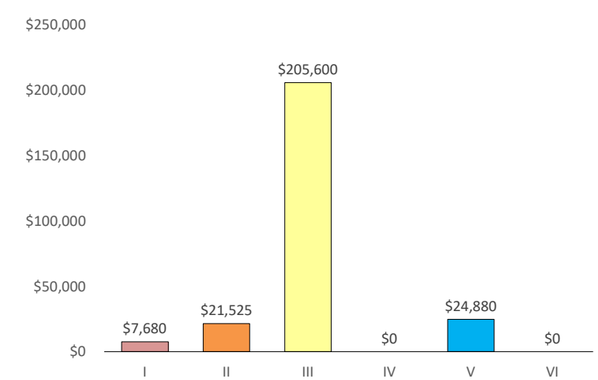


FCI Range	Condition Description
0.00 – 0.02	Excellent condition, typically new construction
0.02 – 0.05	Good Condition, renovations occur on schedule
0.05 – 0.1	Fair Condition, in need of normal renovation
0.1 – 0.2	Below average condition, major renovationrequired
0.2 – 0.5	Poor condition, total renovation needed
0.5 – 1	Complete facility replacement indicated

Expenditures by Risk



Expenditures by Priority Category



Risk	Definition
Critical	Critical (4-8)
High	High (9-13)
Medium	Medium (14-16)
Low	Low (17-20)

Priority	Definition
I	Currently Critical
II	Potentially Critical
III	Necessary / Not yet Critical
IV	Recommended
V	Appearance
VI	Does Not Meet Codes / Standards

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Appendix B

Photographs

Photograph 1.

General overview of the property.

Photograph 2.

Steps and concrete sidewalk panels need to be replaced.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Photograph 3.

Main entrance is not accessible.

Photograph 4.

Area where leaves and other vegetation has grown up causing poor drainage and water ingress into the building.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Photograph 5.

Main downspout discharges at grade adjacent to foundation.

Photograph 6.

Potential trip hazard at sidewalk north of the building.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Photograph 7.

Area of off street parking is not considered accessible due to cross slope and overall gradient.

Photograph 8.

General overview of the original structure's foundation wall and wood floor framing.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Photograph 9.

Some potential movement between the original structure and addition..

Photograph 10.

Separation is more noticeable on the interior of the building. No noted stair step or shear cracking in the CMU.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Photograph 11.

Condition of flashing at the sloped roof,.

Photograph 12.

Significant soffit damage noted at the south side of the addition.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Photograph 13.

General overview of the sloped shingle roof.

Photograph 14.

General overview of the main roof.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Photograph 15.

Membrane is wrinkled in locations with evidence of patches. Limestone caps have been wrapped with metal.

Photograph 16.

General condition of the chimney, which should be sealed off.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Photograph 17.

Base flashing have had multiple repairs and have pulled away from the parapet.

Photograph 18.

Gutters on the upper roof are in poor condition.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Photograph 19.

Deteriorated mortar joints are typically at the parapet.

Photograph 20.

Damaged cornice as deteriorated mortar joints.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

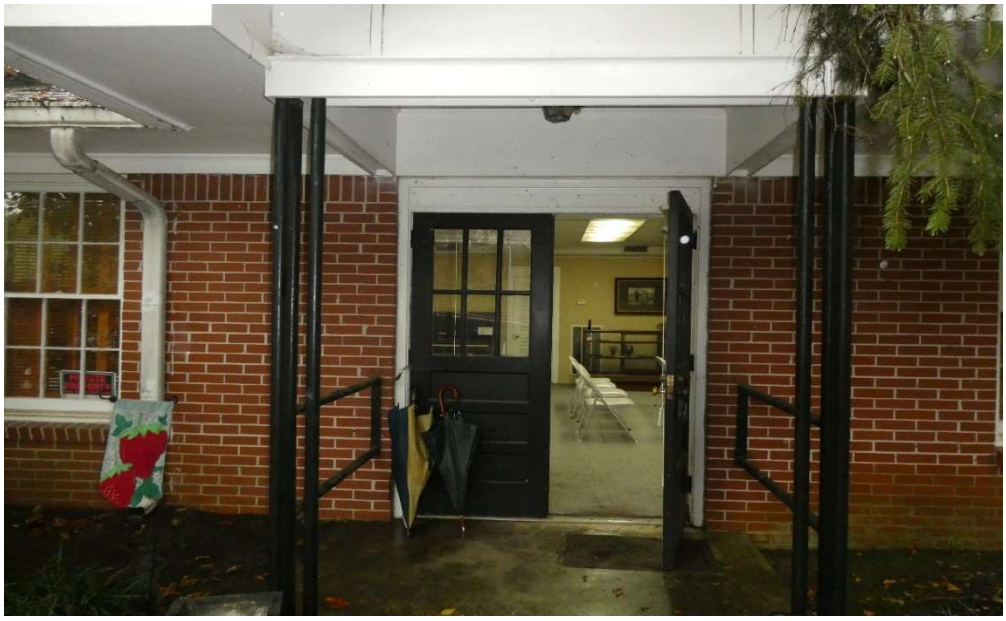
Photograph 21.

Additional deteriorated mortar joints at the brick as well as the limestone cap..

Photograph 22.

Typical corner detail and condition.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)



Photograph 23.

Secondary entrance at the addition.

Photograph 24.

Overview of meeting room in the addition.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Photograph 25.

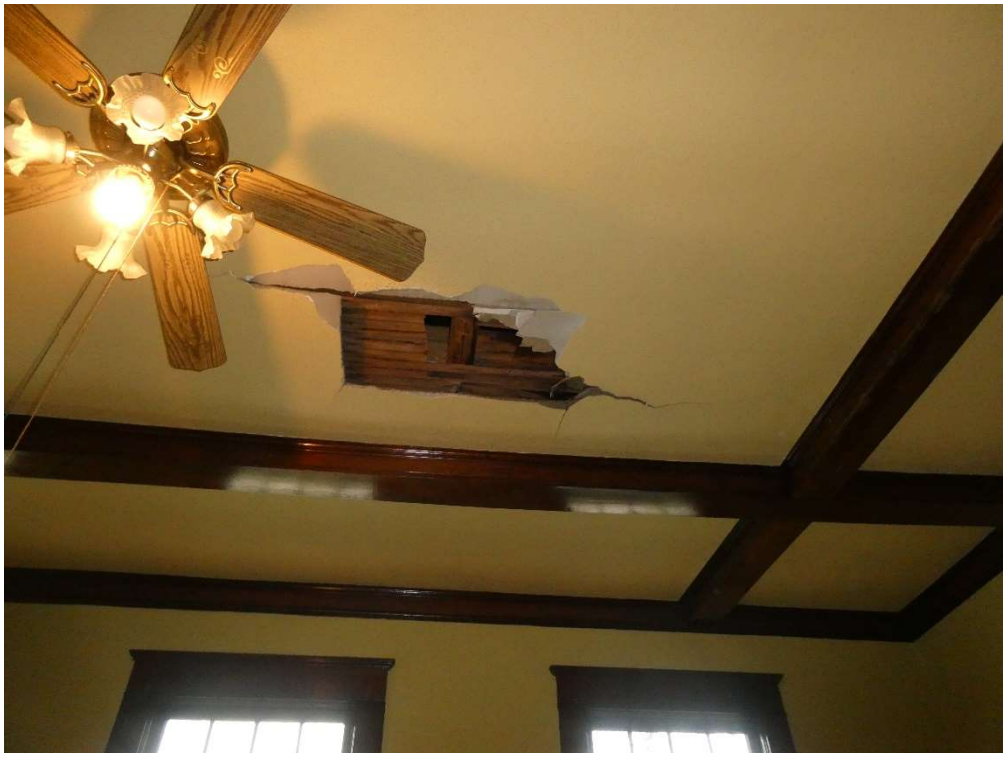
Typical condition of the space above the ceiling tile with animal waste.

Photograph 26.

Overview of the main library area.

Photograph 27.

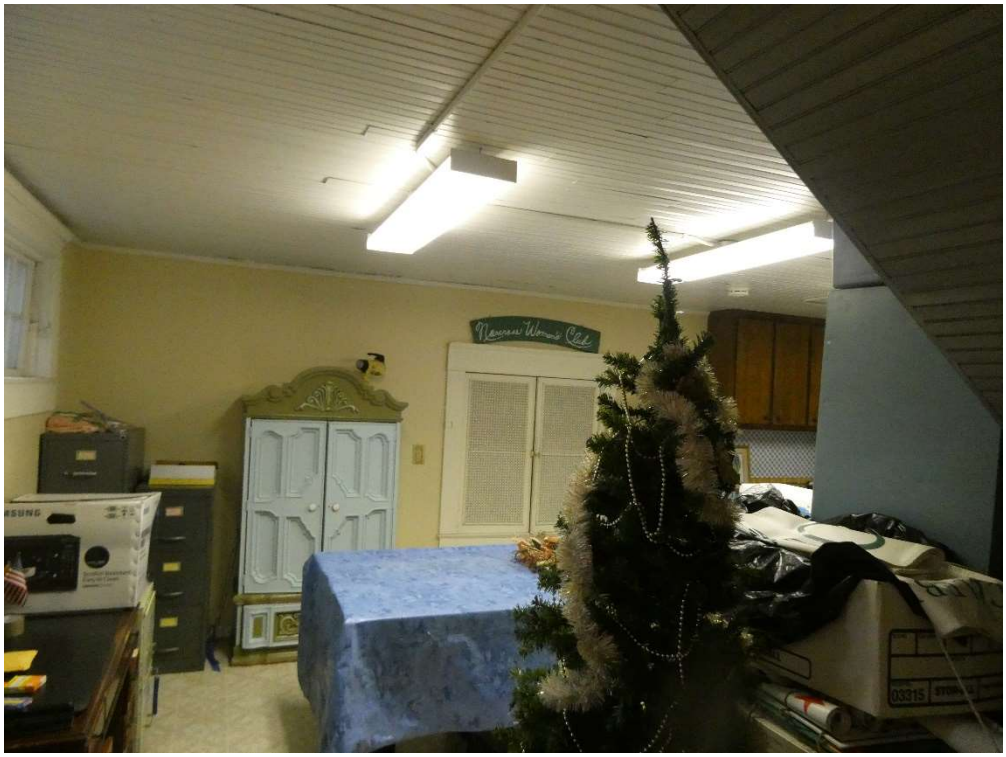
Typical finishes in one of the restrooms.



Photograph 28.

Area of previous roof leak and investigation.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)



Photograph 29.

Overview of the kitchen area.

Photograph 30.

Moisture noted at bathroom/air handling unit closet in the addition. Evidenced by the purple color, which is cooler temperature.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Photograph 31.

The natural gas furnace appeared to be in good condition.

Photograph 32.

A ventilation fan is provided in the meeting area.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Photograph 33.

Outside condensing unit for the split-system.

Photograph 34.

Main 100-amp electrical panel.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Photograph 35.

Thermal image of the breaker panel with potential loose electrical connection..

Photograph 36.

Cloth insulated wiring appears to be utilized as noted above the ceiling in the 1060's addition.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Photograph 37.

Sanitary lift pump for the bathroom in the original structure. .

Photograph 38.

Some cast iron piping noted adjacent to the pump with PVC repair. .

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Photograph 39.

Bathroom located in the 1960's addition. The sink was likely removed so that the split system could be installed.

Photograph 40.

Certificate of Occupancy posted in the main library area. .

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Photograph 41.

Typical battery powered smoke detector.

Attachment: Report of Facility Condition Assessment, Oct 2024 (25-7324 : Action Items for the Historic Women's Club)

Finance Department Budget Adjustment Entry

Purpose: Item 25-7324: Budget Amendments for Action Items related to the Historic Women's Club

Effective Date: 6/2/2025

Description	Account Number	Increase	Decrease
Capital Projects Fund, Property	310-5.4100.54100	39,300	
Capital Projects Fund, Property Sale	310-392200		39,300
Capital Projects Fund, Property	310-5.4100.541000	462,000	
Capital Projects Fund, Property Sale	310-392200		462,000
General Fund, Property Sale	100-392200	600,000	
Capital Projects Fund, Property Sale	310-392200		600,000
	Totals	1,101,300	1,101,300

1. Appropriates funds for the List of Action items and costs for the recommended perservation and protection of the Historic Women's Club.
2. Appropriates funds for the original purchase and related costs of the Historic Women's Club
3. Appropriates funds for the original sale of 636 W Peachtree Street; These funds were deposited into the General fund and will be used to offset the cost of the purchase of the HWC and any related expenses.

AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT is made and entered into this 24th day of January, 2025, by and between the CITY OF NORCROSS ("Seller"), and TECHIE NPC LTD. LIABILITY CO ("Purchaser"). The parties having previously entered into a Purchase and Sale Agreement (the "PSA") with an acceptance date by the Buyer of November 13, 2024, for the purchase and sale of certain parcels defined as the "Property" and described therein (to wit: PIN: R6253 028, R6253 027, R6253 026, R6253 262 & R6253 288), Norcross, Gwinnett County, Georgia, do hereby amend said Contract, as follows:

1. The Purchaser and Seller hereby agree and acknowledge that the buyer of the property shall be Techie NPC Ltd. Liability Co. All references to Purchaser in the PSA shall reflect this acquiring entity. This entity is an affiliate of Techie Homes, Inc.

SELLER:

_____ (SEAL)

CITY OF NORCROSS, GEORGIA, a municipality organized and existing under the laws of the State of Georgia

PURCHASER:
TECHIE NPC LTD. LIABILITY CO

By: _____ (SEAL)
Name: Booker Washington
Title: Managing Member, Techie NPC Ltd. Liability Co.

ACKNOWLEDGEMENTS AND AGREEMENTS

PURCHASER: **Techie Homes, Inc.**

SELLER: **City of Norcross, a municipality organized and existing under the laws of the State of Georgia**

SETTLEMENT AGENT: **Kimbrough Law, LLC**

PROPERTY ADDRESS: **636 West Peachtree Street Norcross, GA 30071**

CLOSING DATE: **January 24, 2025**

FOR AND IN CONSIDERATION OF THE CONSUMMATION OF THE ABOVE-REFERENCED TRANSATION, THE UNDERSIGNED HEREBY UNDERSTAND, ACKNOWLEDGE AND AGREE AS FOLLOWS:

APPROVAL OF DOCUMENTS: Purchaser and Seller acknowledge that each has received, reviewed, and approved the entries appearing on the ALTA Settlement Statement, and each acknowledges receipt of a copy of same. Seller acknowledges receipt and payment in full of the proceeds due Seller from the settlement.

PAYOFFS AND REFUSAL THEREOF: Seller warrants the correctness of all payoff amounts for outstanding liens and encumbrances. If any deficiency occurs, Seller shall promptly remit the same to the Settlement Agent. In the event any party receiving a payoff as set forth in the attached closing disclosures/ALTA settlement statement refuses to accept the amount tendered, the party to this who is obligated to make such payoff shall immediately after demand pay to Kimbrough Law, LLC sufficient additional funds which will be acceptable to the party who refused to accept the original amount tendered. Seller shall confirm with mortgage lender successful receipt of all mortgage payments not more than seven days from the date of closing. Seller shall alert Kimbrough Law, LLC of any unsuccessful mortgage payoffs not more than seven days from the date of closing.

ACCEPTANCE OF CHECKS: Buyer, Seller, and all other parties to this transaction, including those receiving real estate brokerage commissions, acknowledge that all checks issued by the Settlement Agent are subject to all checks, sight drafts and other instruments accepted by such attorney in payment of amounts due under the attached closing disclosures/ALTA settlement statement being honored for payment by the institution on which instruments are drawn.

PRORATIONS: If the proration of taxes and assessments was made based on estimated amounts prior to the receipt of current actual bills, Purchaser and Seller agree to adjust the proration shown on the closing disclosure/ALTA settlement statement between themselves when current actual bills are received.

APPLICATION OF HOMESTEAD EXEMPTION: Purchaser understands that he must file a real property tax return on the Property promptly after January 1 of next year in order to claim homestead or other property tax exemptions to which he may be entitled; in some cases Purchaser is required to file a return regardless of whether exemptions apply. Purchaser understands that failure to so file may result in tax penalties and/or the loss of exemptions. The Officer of the Tax Commissioner of the county in which the Property is located, can provide detailing information relating to real property tax returns and tax exemptions.

UTILITIES: Purchaser and Seller acknowledge that the Settlement Agent makes no representation regarding the status of any bills for utilities or other services (including without limitation: water, sewer or garbage collection) to the Property. (Bills for water, sewer and sanitary services are collected at closing only if they constitute a perfected lien against the Property with prior notice of record as of the closing date, or if a city or county agency has requested collection of same; otherwise, monies are neither collected nor withheld for such services even

though they may have been provided prior to closing.) Purchaser and Seller should make satisfactory arrangements among themselves relating to any such charges which may accrue.

SEPTIC TANK: I, the undersigned borrower, hereby acknowledge that the septic system pertaining to the above-referenced property has not been inspected. In the event of future malfunction of said septic system, I agree to hold harmless **Homegrown Lending Fund I, LLC**, its successors and/or assigns, and the above-stated title company from any cause of action that may arise due to malfunction of said septic system.
SURVEY: Purchaser understands that he has the right to obtain a survey of the Property and that property surveys reflect such matters as easements, access or lack of access, encroachments, flood hazard areas, location of improvements, dimension, and locations of boundary lines, among other matters. If a survey has been obtained in connection with this transaction, Purchaser acknowledges that he has received and review the survey and approves all matter reflected thereby; and Purchaser will hold harmless Settlement Agent from and against any loss with closing without having a survey of the Property, and Purchaser agrees to hold harmless Settlement Agent from and against any loss related to the lack of a survey. PURCHASHER UNDERSTANDS THAT IF HE DECLINES TO OBTAIN A SURVEY, HE DOES SO AT HIS OWN RISK.

VESTING OF TITLE: Purchaser understands that title is conveyed subject to any and all restrictions, easements and covenants of record. Purchaser acknowledges that Settlement Agent has made no representations as to the legal, tax or other consequences involved in the decision to take title to the Property as Joint Tenants with Right of Survivorship or as Tenant-in-Common. Purchaser understands and agrees that the warranty deed will vest title in Purchaser (if more than one) as Tenants-in-Common unless Settlement Agent has received specific instructions to the contrary.

TITLE INSURANCE: Purchaser may buy owner's title insurance to insure his interest in the Property. Settlement Agent, as agent for the title insurance underwriter, will issue title insurance policies, and will receive a commission as compensation for the underwriting services which it performs. PURCHASER UNDERSTANDS THAT IF HE DECLINES TO PURCHASE OWNER'S TITLE INSURANCE, HE DOES SO AT HIS OWN RISK.

SURVIVAL OF THE CONTRACT: Settlement Agent has not endeavored to determine whether provisions, conditions, or contingencies contained in the real estate purchase agreement have been completed, and Purchaser and Seller should make such examinations as they deem necessary to ensure that the terms of the real estate purchase agreement have been satisfactorily fulfilled. As part of consideration of this sale, the real estate purchase agreement between the parties is by reference, incorporated herein and made a part thereof; the terms and conditions contained therein shall survive the closing and shall not merge upon the delivery of the Warranty Deed or any other deed, between the parties.

CERTIFICATIONS OF THE PARTIES: Settlement Agent has not attempted to verify the accuracy of any statements or certifications made by Seller or Purchaser in connection with this transaction (including without limitation statements or certifications relating to state and federal tax withholding issues). Seller and Purchaser agree that Settlement Agent is not liable for loss suffered by either of them as a result of Seller or Purchaser relying upon such statements or certifications. Furthermore, Seller and Purchaser, respectively, will indemnify and hold harmless Settlement Agent from and against all loss, cost or damage (including without limitation court costs and reasonable attorneys' fees) arising out of the actions of Seller or Purchaser, respectively, in this closing, or arising as a result of Settlement Agent having relied upon statements or certifications made by Seller or Purchaser, respectively, which proved to be inaccurate, incomplete, misleading or false.

COMPLIANCE AGREEMENT: Purchaser and Seller hereby agree to cooperate promptly and fully with Settlement Agent and/or Lender in the re-execution, correction, and/or completion of documentation, and/or the payment of additional monies, return a wire/check that was inadvertently remitted which may be required in connection with this transaction as a result of omissions, errors (clerical, mathematical, or other), or other causes, or as may be otherwise required to correctly reflect the terms of said transaction and to complete the payment of funds owed in connection therewith, if same is deemed necessary or desirable by Settlement Agent and/or Lender within 24 hours. Seller and Purchaser understand and acknowledge that this may require not only the correction or re-

execution of closing documents but also the execution of additional documents not originally signed at closing. Seller and Purchaser further agree that if for any reason the funds collected at closing shall be insufficient to pay in full all taxes, liens, encumbrances, and other charges and fees owed in connection with this transaction (including without limitation any shortages arising from the refusal of a creditor receiving a payoff to accept the amount tendered), then the party obligated to make such payment shall, immediately upon demand by Settlement Agent and/or Lender, remit in cash all additional sums as may be required to satisfy such obligations.

AS IS PURCHASES: Where the purchase of the property is an "As Is" purchase, the Purchasers accept the subject property as of the date of closing in its "As Is" condition. Purchaser is aware that no warranties or representations whatsoever are made by the seller or the real estate agents regarding the condition of the property. Purchaser is also aware that no termite letter may have been requested. Purchaser hereby releases the closing attorney, Kimbrough Law, LLC and the Seller and their respective companies from any and all liability that may be evidenced not only by a termite inspection report, but also as to the condition of the property. Purchaser has had an opportunity to seek independent advice regarding them.

HAZARD INSURANCE: Purchaser hereby acknowledges and agrees that all responsibility for obtaining homeowner's insurance on the subject property shall be theirs. Purchaser further acknowledges that the closing attorney, Kimbrough Law, LLC shall not be responsible for obtaining homeowner's insurance on the subject property. The Purchaser further agrees to hold harmless Kimbrough Law, LLC, and from and with respect to any and all loss, damage or expense which the Purchaser may incur as a result of their failure to obtain homeowner's insurance. The undersigned further agrees that this instrument may be treated as a defense to any action or proceeding whatsoever against, Kimbrough Law, LLC and their successors, legal representatives, assignees or any other person or entity claiming by or through them as a result of their failure to obtain homeowner's insurance.

MAILING ADDRESS: Purchaser and Seller state that their respective mailing addresses as set forth on the closing disclosure/ALTA settlement statement executed in connection with this transaction are accurate, and they hereby agree to promptly notify Settlement Agent in writing of any change of address.

MISCELLANEOUS: Captions contained herein are for ease of reference only and shall neither limit, amplify, nor modify the meanings of the paragraphs. Wherever the context requires or permits: all references to the singular shall include the plural; pronouns shall include the masculine, feminine, and neuter genders; and references to the Purchaser, Seller, and Settlement Agent shall include their respective owners, stockholders, partners, officers directors, employees, agents, contractors, legal representatives, successors and/or assigns.

	SELLER: **City of Norcross, a municipality organized and existing under the laws of the State of Georgia** **By:** _____ **Craig Newton, Mayor**

ACKNOWLEDGEMENT AND RECEIPT OF ALTA SS

PURCHASER: **Techie Homes, Inc.**

SELLER: **City of Norcross, a municipality organized and existing under the laws of the State of Georgia**

PROPERTY ADDRESS: **636 West Peachtree Street Norcross, GA 30071**

CLOSING DATE: **January 24, 2025**

Purchaser and Seller acknowledge that each has received, reviewed, and approved the entries appearing on the ALTA SS, and each acknowledge receipt of a copy of same. Purchaser acknowledges receipt of a copy of the Truth in Lending Disclosures, if any, prior to consummation of the loan transaction. Purchaser further acknowledges receipt and disbursement on his/her behalf of the loan proceeds in full. Seller acknowledges receipt and payment in full of the proceeds due to Seller from the settlement.

If the proration of taxes and assessments were made based on estimated amounts prior to receipt of current actual bills, Purchaser and Seller agree to adjust the proration shown on the ALTA SS between themselves when current actual bills are received. Purchaser understands that some tax bills are temporary and therefore, there may be rebills after the closing has taken place. The payment of all outstanding taxes and assessments not paid at settlement, whether by reason of an increased or amended assessment, by reason of a failure to file the homestead exemption, oversight, error or any other cause are not the responsibility of the closing agent are to be settled by the purchaser and seller.

Purchaser and Seller acknowledge that settlement agent and Lender make no representations as to the status of any outstanding or past due water, sewerage or other utility bills applicable to the property. The status of such items shall be determined by and are the responsibility of the Purchaser and Seller.

Purchaser and Seller agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions. Any overages for recording fees are inadvertent and may be refunded to the appropriate party upon request.

Purchaser hereby acknowledges that a real property tax return and application for homestead exemption is required by law and is to be filed with the county tax collector in which the property lies, between January 1 and March 31 of the year immediately following settlement and that such filings are the sole responsibility of the Purchaser. Seller warrants that all required tax returns and applicable exemption applications have been filed for the current tax year. Seller further agrees to reimburse Purchaser for any penalties caused by Seller's failure to file a proper and timely tax return.

Purchaser acknowledges that it is the responsibility of the Purchaser to determine that all home warranties and hazard insurance policies are in place after closing. Any additional premiums due for such policies not paid at closing are assumed by the Purchaser/Borrower.

Purchaser/Borrower acknowledges that the firm, as a courtesy, may place credit card payoffs on the ATLA SS at lender's or purchaser's request and will mail it to the companies listed on the ATLA SS. Purchaser/Borrower acknowledges that the firm's only responsibility or liability lies in mailing out the payment. Purchaser/Borrower must provide the firm with the correct mailing address, as well as, the correct account number for each payoff. If payment does not make it to the company listed on the ATLA SS because it is lost or it is otherwise delayed, the firm of KIMBROUGH LAW LLC has no liability for penalties, interest to other costs that may result.

The "Protecting Tenants at Foreclosure Act" provides protection for tenants of residential property that has been foreclosed. The seller hereby warrants that if applicable, appropriate notice to vacate has been given to any tenants and that any leases have been terminated. Seller hereby warrants that there are no parties currently in possession of the property or any parties claiming possession. Further, purchaser hereby states that they have physically inspected the property and that such inspection revealed no evidence or indication of anyone occupying the property.

As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof; the terms and conditions contained therein shall not survive the closing unless specifically stated in the contract agreement between the parties.

SETTLEMENT AGENT

_____

Kimbrough Law, LLC

SELLER(S):

City of Norcross, a municipality organized and existing under the laws of the State of Georgia

By: _____

Craig Newton, Mayor

PROPERTY OWNER'S AFFIDAVIT AND AGREEMENT

BEFORE ME came in person **City of Norcross, a municipality organized and existing under the laws of the State of Georgia** , who, having been duly sworn, depose(s) and state(s) on oath as follows:

That **City of Norcross, a municipality organized and existing under the laws of the State of Georgia** (hereinafter collectively referred to as "Owner") is the Owner in fee simple of the property located in Fulton County, Georgia, which is describes on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Property").

That Owner is of sound mind and over eighteen years of age, and has the lawful right to convey the Property.

That there are no security deeds; claims of lien; special assessments for sewage, street, or other improvements; sewer or water bills; sanitary assessments; taxes; association fees; or any other encumbrances of any nature whatsoever which constitute, or which could or might constitute or result in, a lien or charge upon or against the Property or any portion thereof, except:

2025 state and county taxes, which are liens not yet payable.

That Owner will promptly pay all charges for water and sewer services to the Property to the date of this affidavit or the date on which Owner vacates the Property, whichever is later.

That the Property is ____ is not X subject to mandatory association membership.

That the Property is subject to no easements or claims of easement not shown by the public records; that there exists an undisputed right of access to the Property from a public road; that the ownership and possession of the Property by Owner has at all times been peaceable and undisturbed and title to the Property has not been disrupted; that Owner is in exclusive possession of the Property and that no other party has any claim to, or is entitled in any way to, occupancy or possession of all or any portion of the Property; that Owner knows of no facts by reason of which title to, or possession of the Property would, could, or might be disrupted, or by reason of which claim to any portion of the Property might be asserted adversely to Owner; and that the lines and corners of the Property are clearly marked, and there are no disputes concerning the locations of said lines and corners.

That Owner has neither committed nor allowed, and has no knowledge of, any violation of any applicable zoning or other governmental regulations or any applicable covenant or restrictions affecting the Property; that Owner knows of no pending petition, ordinance, or assessment for drainage, utility, paving, or other street improvements affecting the Property, nor of any pending or threatened condemnation, eminent domain, or similar proceeding affecting that Property, nor of any pending or threatened litigation, claim, or proceeding, or grounds therefor, which would, could, or might affect, encumber, or burden the Property; and that Owner knows of no cemetery or burial grounds located upon any portion of the Property.

That Owner has not deposited upon, nor has Owner caused to be deposited upon, any portion of the Property any hazardous or toxic waste materials, and, with respect to the Property, has not taken any action or caused any act which would give rise to a lien, charge, or penalty under or pursuant to the federal Superfund Amendments and Reauthorization Act of 1986; and that Owner has not knowledge of the Property now being or ever having been the site of any hazardous or toxic waste material, and has no reason to believe that such materials have at any been located in or upon any portion of the Property.

That unless specifically set forth hereinabove: Owner is not in default under any court order, judgment, or decree to pay alimony, support, or any other monies whatsoever to any spouse, former spouse, or children; there are no proceedings, suits (including without limitation pending divorce actions), lis pendens, judgments, liens, executions, or financing statements against Owner and/or against the Property in the county in which the Property is located or in any other county in the State of Georgia; Owner is not surety on the bond of any county official; Owner is not a debtor in any bankruptcy proceeding in the State of Georgia or in any other state; Owner owes no money to federal, state to local governments for past-due taxes; and there is no outstanding indebtedness for equipment, appliances, or other fixture attached to the Property, nor for rental of tools or machinery in connection therewith.

That no labor, material, or services have been furnished to or for the improvement of the Property during the three-month period immediately preceding the date of the affidavit; or, if any labor, materials, or services have been so furnished during said three-month period, the agreed price or reasonable value of said labor, material or services has been paid in full.

That this affidavit is given pursuant to O.C.G.A. Section 44-14-361.2 as part of a transaction involving a conveyance of title to the Property in a bona fide sale and/or as part of a transaction involving a loan in which the Property is to secure repayment of the loan.

That Owner has not and will not execute any instrument or perform any act whatsoever which would, could or might in any way affect the title to the Property to the detriment of any of the parties referred to in the preceding paragraph.

City of Norcross, a municipality organized and existing under the laws of the State of Georgia

By: _____
Craig Newton, Mayor

Sworn to and subscribed before me
this 22 **day of** January **2025.**

_____

Notary Public [AFFIX NOTARIAL SEAL]
Commission expires:

SIERRA MARIE BECHTOLD
MY COMMISSION EXPIRES
FEBRUARY
22
2026
GWINNETT COUNTY, GA
NOTARY PUBLIC

Return Recorded Document to:
Kimbrough Law, LLC
3384 Peachtree Road NE Suite 375
Atlanta, GA 30326
4576-2024

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF GWINNETT

THIS INDENTURE, made the **____ day of January, 2025**, between **City of Norcross, a municipality organized and existing under the laws of the State of Georgia** of the State of Georgia and County of **Gwinnett** party of the first part, hereinafter called Grantor, and **Techie NPC Ltd. Liability Co** of the State of **Georgia** and County of **Fulton** party of the second part, hereinafter called Grantees (the words "Grantor(s)" and "Grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH That: the said party of the first part, for and in consideration of the sum of **TEN AND 00/100 DOLLARS ($10.00)** and other goods and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all that tract or parcel of land

See Exhibit "A" Attached

Tax ID#: R6253028, R6253027, R6253026, R6253262, R6253288

Subject to any Easements or Restrictions of Record

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 party of the second part, his heirs and assigns, forever, in FEE SIMPLE.

AND THE SAID party of the first part, for his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, his heirs and assigns, against claims of all persons owning, holding or claiming by, through or under the said party of the first part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year above written.

[signatures continued on next page]

Signed, sealed and delivered in the presence of:

City of Norcross, a municipality organized and existing under the laws of the State of Georgia

By: _____ **(Seal)**
Craig Newton, Mayor

_____
Unofficial Witness

Print Name: Monique Philip

_____
Notary Public, Fulton **COUNTY**

My Commission Expires: 12/13/2027

SHAYLA ALEXIS
NOTARY
EXPIRES
GEORGIA
12/13/2027
PUBLIC
FULTON COUNTY

Exhibit "A"

All that tract or parcel of land containing 0.328 acres lying and being in the City of Norcross and Land Lot 253 of the 6th District, Gwinnett County, Georgia, and being more particularly described as follows: Beginning at a point at the intersected previously non-mitered western right of way for Hunter Street (having a right of way of 30 feet) and the previously non-mitered apparent northern right of way for West Peachtree Street (having a variable right of way); thence southwesterly along said right of way of West Peachtree Street for a distance of +/-70feet to a 1/2" rebar set and the TRUE POINT OF BEGINNING, being on the apparent northern right of way of West Peachtree Street.From the TRUE POINT OF BEGINNING thus established; thence continuing along said right of way of West Peachtree Street south 59 degrees 00 minutes 04 seconds west for a distance of 65.28 feet to a point on said right of way; thence leaving said right of way north 30 degrees 15 minutes 46 seconds west for a distance of 221.01 feet to a point; thence north 62 degrees 25 minutes 26 seconds east for a distance of 65.35 feet (along the property line now or formerly of Ida Mae Cothron) to a 1/2" rebar set; thence south 30 degrees 15 minutes 46 seconds east for a distance of 217.10 feet (along the property line now or formerly of Hopewell Missionary Baptist Church) to a 1/2" rebar set and the TRUE POINT OF BEGINNING. Said tract or parcel of land is shown as Lot 4 as depicted on that certain final plat for James Rhodes West Peachtree St. Property dated January 18, 2008, last revised March 16, 2009, prepared by Daniel'S. Griffin, G.R.L.S. No. 2772, recorded in Plat Book 125, Page 198, Gwinnett County,. Georgia Records, which plat is by reference incorporated herein and made a part hereof.

Tax ID#: R6253028

Subject to any Easements or Restrictions of Record

And

All that tract or parcel of land containing 0.330 acres lying and being in the City of Norcross and Land Lot 253 of the 6al District, Gwinnett County, Georgia, and being more particularly described as follows:Beginning at a point at the intersected previously non-mitered western right of way for Hunter Street (having a right of way of 30 feet) and the previously non-mitered apparent northern right of way for West Peachtree Street (having a variable right of way); thence southwesterly along said right of way of West Peachtree Street for a distance of +/-70feet to a 1/2" rebar set; thence continuing along said right of way south 59 degrees 00minutes 04 seconds west for a distance of 65,28 feet to a point on said right of way and the TRUE POINT OF BEGINNING. From the TRUE POINT OF BEGINNING thus established; thence continuing along said right of way of West Peachtree Street south 59 degrees 00 minutes 04 seconds west for a distance of 65.28 feet to a point on said right of way; thence leaving said right of way north 30 degrees 15 minutes 46 seconds west for a distance 217.99 feet to a point; thence north 54 degrees 49 minutes 15 seconds east for a distance of 24.38 feet (along the property line now or formerly of the City of Norcross) to a 3/4" solid bar found; thence north 55 degrees 54 minutes 32 seconds east for a distance of 23.76 feet (along the property line now or formerly of Ida Mae Cothron) to a 1/2" rebar found; thence continuing along said property line north 58 degrees 08 minutes 04 seconds east for a distance of 13.22 feet to a 1/2" rebar found; thence continuing along said property line north 62 degrees 25 minutes 26 seconds east for a distance of 4.07 feet to a point; thence leaving said property line south 30 degrees 15 minutes 46 seconds east for a distance of 221.01 feet to the TRUE POINT OF BEGINNING, being on the apparent northern right of way of West Peachtree Street. Said tract or parcel of land is shown as Lot 3 as depicted on that certain final plat for James Rhodes West Peachtree St. Property dated January 18, 2008, last revised March 16, 2009, prepared by Daniel S. Griffin, G.R.L.S. No. 2772, recorded in Plat Book 125, Page 198, Gwinnett County, Georgia Records, which plat is by reference incorporated herein and made a part hereof.

Tax ID#: R6253027

Subject to any Easements or Restrictions of Record

And

All that tract or parcel of land containing 0.323 acres lying and being in the City of Norcross and Land Lot 253 of the 6th District, Gwinnett County, Georgia, and being more particularly described as follows:Beginning at a point at the intersected previously non-mitered western right of way for Hunter Street (having a right of way of 30 feet) and the previously non-mitered apparent northern right of way for West Peachtree Street (having a variable right of way); thence southwesterly along said right of way of West Peachtree Street for a distance of +/-70feet to a 1/2" rebar set; thence continuing along said right of way south 59 degrees 00minutes 04 seconds west for a distance of 130.56 feet to a point on said right of way and the TRUE POINT OF BEGINNING.From the TRUE POINT OF BEGINNING thus established; thence continuing along said right of way of West Peachtree Street south 59 degrees 00 minutes 04 seconds west for a distance of 34.25 feet to a point on said right of way; thence

continuing along said right of way south 60 degrees 03 minutes 00 seconds west for a distance of 31.04 feet to a point on said right of way; thence leaving said right of way north 30 degrees 15 minutes 46 seconds west for a distance of 212.64 feet to a point; thence north 54 degrees 49minutes 15 seconds east for a distance of 65.52 feet (along the property line now or formerly of the City of Norcross) to a point; thence leaving said property line south 30degrees 15 minutes 46 seconds east for a distance of 217.99 feet to the TRUE POINT OF BEGINNING, being on the apparent northern right of way of West Peachtree Street.Said tract or parcel of land is shown as Lot 2 as depicted on that certain final plat for James Rhodes West Peachtree St. Property dated January 18, 2008, last revised March 16, 2009, prepared by Daniel S. Griffin, G.R.L.S. No. 2772, recorded in Plat Book 125, Page 198, Gwinnett County, Georgia Records, which plat is by reference incorporated

Tax ID#: R6253026

Subject to any Easements or Restrictions of Record

And

All that tract or parcel of land containing 0.335 acres lying and being in the City of Norcross and Land Lot 253 of the 6th District, Gwinnett County, Georgia, and being more particularly described as follows:Beginning at a point at the intersected previously non-mitered western right of way for Hunter Street (having a right of way of 30 feet) and the previously non-mitered apparent northern right of way for West Peachtree Street (being a variable right of way); thence southwesterly along said right of way of West Peachtree Street for a distance of +/-70feet to a ½" rebar set; thence continuing along said right of way south 59 degrees 00minutes 04 seconds west for a distance of 164.81 feet to a point; thence continuing along said right of way south 60 degrees 03 minutes 00 seconds west for a distance of 31.04 to a point on said right of way and the TRUE POINT OF BEGINNING.From the TRUE POINT OF BEGINNING thus established; thence continuing along said right of way south 60 degrees 03 minutes 00 seconds west for a distance of 63.87 feet to a ¾" open top pipe found on said right of way; thence leaving said right of way north 33degrees 30 minutes 14 seconds west for a distance of 206.13 feet (along the property line now or formerly of the City of Norcross) to a 1" open top pipe found; thence north 54degrees 49 minutes 15 seconds east for a distance of 75.80 feet (along the property line now or formerly of the City of Norcross) to a point; thence leaving said property line south 30 degrees 15 minutes 46 seconds east for a distance of 212.64 feet to the TRUE POINT OF BEGINNING, being on the apparent northern right of way of West Peachtree Street.Said tract or parcel of land is shown as Lot 1 as depicted on that certain final plat for James Rhodes West Peachtree St. Property dated January 18, 2008, last revised March 16, 2009, prepared by Daniel S. Griffin, G.R.L.S. No. 2772, recorded in Plat Book 125, Page 198, Gwinnett County, Georgia Records, which plat is by reference incorporated herein and made a part hereof.

Tax ID#: R6253262

Subject to any Easements or Restrictions of Record

And

All that tract or parcel of land lying and being in The City of Norcross, Land Lot 253 of the 6th Land District, Gwinnett County, Georgia and being more particularly described as follows;

To find The Point of Beginning, commence at the intersection of the Northerly Right-of-Way of West Peachtree Street (Right-of-Way Varies) and the Easterly Right-of-Way of Langford Drive (apparent Right-of-Way Varies, if extended to form a Point, said point marked by a P.K. Nail Found; THENCE leaving said Point North 28 degrees 51 minutes 30 seconds West for a distance of 49.71 feet to an ⅝" Rebar Found along the Easterly Right-of-Way of Langford Drive; THENCE continuing along said Right-of-Way of Langford Drive for the following three(3) courses and distances, North 28 degrees 51 minutes 30 seconds West for a distance of 144.38 feet to a Point; THENCE along a curve to the left having a radius of 1,237.54 feet and an arc length of 67.70 feet and being subtended by a chord of North 29 degrees 39 minutes 37 seconds West for a distance of 67.69 feet to an 2" Rebar Found; THENCE North 51 degrees 07 minutes 42 seconds East for a distance of 30.62 feet to an 2" Rebar Found; THENCE leaving said Right-of-Way, North 51 degrees 07 minutes 42 seconds East for a distance of 161.84 feet to an Iron Pin Set, said point being THE TRUE POINT OF BEGINNING. THENCE from said point as thus established, North 51 degrees 07 minutes 42 seconds East for a distance of 167.35 feet to a 2" Rebar Found; THENCE South 32 degrees 40 minutes 27 seconds East for a distance of 99.53 feet to a 3/4" Solid Bar Found; THENCE South 55 degrees 07 minutes 13 seconds West for a distance of 165.87 feet to a 1" Open Top Pipe found at an Angle Iron and Fence Post; THENCE North 33 degrees 04 minutes 55 seconds West for a distance of 87.85 feet to an Iron Pin Set, said point being the TRUE POINT OF BEGINNING. .

Tax ID : R6253 288

Closing Disclosure

Closing Information

Date Issued	
Closing Date	01/24/2025
Disbursement Date	01/24/2025
Settlement Agent	Kimbrough Law, LLC
File #	4576-2024
Property	See Addendum
Sale Price	$600,000.00

Transaction Information

Borrower	Techie Homes, Inc.
Seller	City of Norcross, a municipality organized and existing under the laws of the State of Georgia
Lender	Homegrown Lending Fund I, LLC

Summaries of Transactions

SELLER'S TRANSACTION	
M. Due to Seller at Closing	**$600,000.00**
01 Sale Price of Property	$600,000.00
02 Sale Price of Any Personal Property Included in Sale	
03	
04	
05	
06	
07	
08	
Adjustments for Items Paid by Seller in Advance	
09 City/Town Taxes	
10 County Taxes	
11 Assessments	
12	
13	
14	
15	
16	
N. Due from Seller at Closing	**$60,000.00**
01 Excess Deposit	$60,000.00
02 Closing Costs Paid at Closing (J)	
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan	
05 Payoff of Second Mortgage Loan	
06	
07	
08 Seller Credit	
09	
10	
11	
12	
13	
Adjustments for Items Unpaid by Seller	
14 City/Town Taxes	
15 County Taxes	
16 Assessments	
17	
18	
19	

Calculation	
Total Due to Seller at Closing (M)	$600,000.00
Total Due from Seller at Closing (N)	-$60,000.00
Cash to Close ☐ From ☒ **To Seller**	**$540,000.00**

Contact Information

Real Estate Broker (B)	
Name	
Address	
ST License ID	
Contact	
Contact ST License ID	
Email	
Phone	
Real Estate Broker (S)	
Name	
Address	
ST License ID	
Contact	
Contact ST License ID	
Email	
Phone	
Settlement Agency	
Name	Kimbrough Law, LLC
Address	3384 Peachtree Road Northeast Suite 375 Atlanta, GA 30326
ST License ID	751869
Contact	Ashley Kinnebrew
Contact ST License ID	
Email	akinnebrew@kimbrough-law.com
Phone	(404) 632-7372

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at **www.consumerfinance.gov/mortgage-closing**

Closing Cost Details

LOAN COSTS	Seller Paid At Closing	Seller Paid Before Closing
A. Origination Charges		
01 3% of Loan Amount (Points) to Homegrown Lending Fund I, LLC		
02		
B. Services Borrower Did Not Shop For		
01		
02		
03		
04		
05		
06		
07		
08		
C. Services Borrower Did Shop For		
01		
02		
03		
04		
05		
06		
07		
08		
09		
10		
11		
12		

OTHER COSTS		
E. Taxes and Other Government Fees		
01 Recording Fees Deed: $31.75 Mortgage: $31.75		
02		
03		
04		
F. Prepaids		
01 Homeowner's Insurance Premium		
02 Mortgage Insurance Premium		
03 Prepaid Interest		
04 Property Taxes		
05		
G. Initial Escrow Payment at Closing		
01 Homeowner's insurance		
02 Mortgage insurance		
03 Property taxes		
04		
05		
06		
07		
08		
H. Other		
01		
02		
03		
04		
05		
06		
07		
08		
J. TOTAL CLOSING COSTS		

City of Norcross, a municipality organized and existing under the laws of the State of Georgia

By: _____

Craig Newton, Mayor **Date**

Kimbrough Law, LLC
ALTA Universal ID:
3384 Peachtree Road Northeast
Suite 375
Atlanta, GA 30326
(404) 994-4610 ext. 464

ALTA Combined Settlement Statement

File #:	4576-2024	**Property**	See Addendum	**Settlement Date**	01/24/2025
Print Date & Time:	01/22/2025 at 02:28 PM EST	**Buyer**	Techie Homes, Inc.	**Disbursement Date**	01/24/2025
Attorney:	Cristyl Kimbrough	**Seller**	City of Norcross, a municipality organized and existing under the laws of the State of Georgia		
Settlement Location:	3384 Peachtree Road Northeast Suite 375 Atlanta, GA, 30326	**Lender**	Homegrown Lending Fund I, LLC 1900 Century Place Northeast Suite 225 Atlanta, GA 30345		

Seller			Buyer	
Debit	**Credit**		**Debit**	**Credit**
		Financial		
	$600,000.00	Sale Price of Property	$600,000.00	
		Deposit		$60,000.00
		Loan Amount		$525,000.00
$60,000.00		Excess Deposit		
		Loan Charges		
		3% of Loan Amount (Points)	$15,750.00	
		Interest Reserve to Homegrown Lending Fund I, LLC	$22,656.50	
		Attorney Fee to Kimbrough Law, LLC	$800.00	
		Buyer Processing Fee to Kimbrough Law, LLC	$50.00	
		Courier Fee & Post Closing Fee to Kimbrough Law, LLC	$160.00	
		E-Storage & Secured Doc Fee to Kimbrough Law, LLC	$160.00	
		Mail Away Fee to Kimbrough Law, LLC	$150.00	
		Seller Processing Fee	$100.00	
		Tax Report Fee to Kimbrough Law, LLC	$125.00	
		Government Recording and Transfer Charges		
		Recording Fees	$63.50	
		---Deed: $31.75		
		---Mortgage: $31.75		
		Georgia Intangibles Tax (Security Deed) to Gwinnett County Recording Office		
		Transfer Tax (Warranty Deed) to Gwinnett County Recording Office	$600.00	
		Title Charges & Escrow / Settlement Charges		
		Title Examination + Binder Fee to Kimbrough Law, LLC	$1,500.00	
		Title - CPL (Lender) to WFG National Title Insurance Company	$50.00	
		Title - Lender's Title Policy to WFG National Title Insurance Company	$1,895.00	
		Title - Owner's Title Policy to WFG National Title Insurance Company	$1,190.00	

Seller			Buyer	
Debit	Credit		Debit	Credit
$60,000.00	$600,000.00	Subtotals	$645,250.00	$585,000.00
		Due from Buyer		$60,250.00
$540,000.00		Due to Seller		
$600,000.00	$600,000.00	Totals	$645,250.00	$645,250.00

See signature addendum

Signature Addendum

Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.
We/I authorize Kimbrough Law, LLC to cause the funds to be disbursed in accordance with this statement.

Techie Homes, Inc., a Corporation

By: _____
Booker Washington, CEO Date

By: _____
Eva Cross Date

By: _____
Delila House Date

City of Norcross, a municipality organized and existing under the laws of the State of Georgia

By: _____
Craig Newton, Mayor Date

_____
Settlement Agent Date

Multiple Properties Address Addendum

File No: 4576-2024

Close Date: January 24, 2025

Property	Address
Property 1	636 West Peachtree Street, Norcross, GA 30071
Property 2	646 West Peachtree Street, Norcross, GA 30071
Property 3	656 West Peachtree Street, Norcross, GA 30071
Property 4	658 West Peachtree Street, Norcross, GA 30071
Property 5	0 Langford Road, Norcross, GA 30071

RESOLUTION BY THE CITY OF NORCROSS
AUTHORIZING THE SALE OF CITY OWNED REAL ESTATE

The undersigned, being the duly elected Mayor for the City of Norcross, Georgia (the "City"), does hereby issue this resolution in accordance with a lawful vote by the City Council for the City of Norcross, authorizing the sale of five (5) tracts of real property commonly known as 658-636 West Peachtree (Property Identification Numbers: R6253 288, R6253 262, R6253 026, R6253 027, R6253 028), being more accurately described in the attached Exhibit "1" hereto (collectively, the "Properties"). Now therefore, the City does hereby issue this resolution by stating that

WHEREAS, the Properties are owned by the City and the City has lawfully published a competitive process for the sale of the Properties in accordance with O.C.G.A. § 36-37-6;

WHEREAS, TechieHomes submitted the highest-scored response to the competitive process and its acquisition price of $600,000.00 was approved by a majority vote of the City Council on or about September 3, 2024;

WHEREAS, TechieHomes and the City entered into a Purchase and Sale Agreement detailing the terms of the City's sale of the Properties on November 13, 2024, with subsequent amendments agreed to on January 14, 2024 (collectively, the "PSA");

WHEREAS, The City is authorized by its Charter in Section 6.32 to sell city-owned real estate;

WHEREAS, the Undersigned is authorized by action of the City Council and by the City's Charter and Code of Ordinances to sign on behalf of the City to consummate real estate transactions.

NOW THEREFORE, be it **RESOLVED** that the City authorizes the sale of the Properties in accordance with PSA. We do further certify that the foregoing resolutions were validly adopted and are within the powers of the City. We further certify that all required notice for said meeting was duly given and that said transaction fully complies with applicable law and ordinances.

[Intentionally Blank – Signatures on Following Page]

IN WITNESS WHEREOF, We have hereunto set our hands and seals of the Company, this the __ day of January, 2025.

Honorable, Craig Newton
MAYOR OF THE CITY OF NORCROSS

Witnessed:

Monique Philip
CITY CLERK, CITY OF NORCROSS

Approved as to form:

William J. Diehl
CITY ATTORNEY, CITY OF NORCROSS

EXHIBIT 1

--Legal Descriptions of the Subject Properties--

Parcel A:

Tract 1:
All that tract or parcel of land containing 0.335 acres lying and being in the City of Norcross and Land Lot 253 of the 6th District, Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at a point at the intersected previously non-mitered western right of way for Hunter Street (having a right of way of 30 feet) and the previously non-mitered apparent northern right of way for West Peachtree Street (being a variable right of way); thence southwesterly along said right of way of West Peachtree Street for a distance of +/-70 feet to a 'A" rebar set; thence continuing along said right of way south 59 degrees 00 minutes 04 seconds west for a distance of 164.81 feet to a point; thence continuing along said right of way south 60 degrees 03 minutes 00 seconds west for a distance of 31.04 to a point on said right of way and the TRUE POINT OF BEGINNING.

From the TRUE POINT OF BEGINNING thus established; thence continuing along said right of way south 60 degrees 03 minutes 00 seconds west for a distance of 63.87 feet to a %" open top pipe found on said right of way; thence leaving said right of way north 33 degrees 30 minutes 14 seconds west for a distance of 206.13 feet (along the property line now or formerly of the City of Norcross) to a 1" open top pipe found; thence north 54 degrees 49 minutes 15 seconds east for a distance of 75.80 feet (along the property line now or formerly of the City of Norcross) to a point; thence leaving said property line south 30 degrees 15 minutes 46 seconds east for a distance of 212.64 feet to the TRUE POINT OF BEGINNING, being on the apparent northern right of way of West Peachtree Street.

Said tract or parcel of land is shown as Lot 1 as depicted on that certain final plat for James Rhodes West Peachtree St. Property dated January 18, 2008, last revised March 16, 2009, prepared by Daniel S. Griffin, G.R.L.S. No. 2772, recorded-in Plat Book 1-25, Page 198, Gwinnett County, Georgia Records, which plat is by reference incorporated herein and made a part hereof.

Tract 2:
All that tract or parcel of land containing 0.323 acres lying and being in the City of Norcross and Land Lot 253 of the 6th District, Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at a point at the intersected previously non-mitered western right of way for Hunter Street (having a right of way of 30 feet) and the previously non-mitered apparent northern right of way for West Peachtree Street (having a variable right of way); thence southwesterly along said right of way of West Peachtree Street for a distance of +/-70 feet to a 1/2" rebar set; thence continuing along said right of way south 59 degrees 00 minutes 04 seconds west for a distance of 130.56 feet to a point on said right of way and the TRUE POINT OF BEGINNING.

From the TRUE POINT OF BEGINNING thus established; thence continuing along said right of way of West Peachtree Street south 59 degrees 00 minutes 04 seconds west for a distance of 34.25 feet to a point on said right of way; thence continuing along said right of way south 60 degrees 03 minutes 00 seconds west for a distance of 31.04 feet to a point on said right of way; thence leaving said right of way north 30 degrees 15 minutes 46 seconds west for a distance of 212.64 feet to a point; thence north 54 degrees 49 minutes 15 seconds east for a distance of 65.52 feet (along the property line now or formerly of the City

of Norcross) to a point; thence leaving said property line south 30 degrees 15 minutes 46 seconds east for a distance of 217.99 feet to the TRUE POINT OF BEGINNING, being on the apparent northern right of way of West Peachtree Street.

Said tract or parcel of land is shown as Lot 2 as depicted on that certain final plat for James Rhodes West Peachtree St. Property dated January 18, 2008, last revised March 16, 2009, prepared by Daniel S. Griffin, G.R.L.S. No. 2772, recorded in Plat Book 125, Page 198, Gwinnett County, Georgia Records, which plat is by reference incorporated herein and made a part hereof.

Tract 3:
All that tract or parcel of land containing 0.330 acres lying and being in the City of Norcross and Land Lot 253 of the 6th District, Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at a point at the intersected previously non-mitered western right of way for Hunter Street (having a right of way of 30 feet) and the previously non-mitered apparent northern right of way for West Peachtree Street (having a variable right of way); thence southwesterly along said right of way of West Peachtree Street for a distance of +/-70 feet to a Y." rebar set; thence continuing along said right of way south 59 degrees 00 minutes 04 seconds west for a distance of 65.28 feet to a point on said right of way and the TRUE POINT OF BEGINNING.

From the TRUE POINT OF BEGINNING thus established; thence continuing along said right of way of West Peachtree Street south 59 degrees 00 minutes 04 seconds west for a distance of 65.28 feet to a point on said right of way; thence leaving said right of wa3? north 30 degrees 15 minutes 46 seconds west for a distance 217.99 feet to a point; thence north 54 degrees 49 minutes 15 seconds east for a distance of 24.38 feet (along the property line now or formerly of the City of Norcross) to a 3/4" solid bar found; thence north 55 degrees 54 minutes 32 seconds east for a distance of 23.76 feet (along the property line now or formerly of Ida Mae Cothron) to a V2." rebar found; thence continuing along said property line north 58 degrees 08 minutes 04 seconds east for a distance of 13.22 feet to a '/2" rebar found; thence continuing along said property line north 62 degrees 25 minutes 26 seconds east for a distance of 4.07 feet to a point; thence leaving said property line south 30 degrees 15 minutes 46 seconds east for a distance of 221.01 feet to the TRUE POINT OF BEGINNING, being on the apparent northern right of way of West Peachtree Street.

Said tract or parcel of land is shown as Lot 3 as depicted on that certain final plat for James Rhodes West Peachtree St. Property dated January 18, 2008, last revised March 16, 2009, prepared by Daniel S. Griffin, G.R.L.S. No. 2772, recorded in Plat Book 125, Page 198; Gwinnett County, Georgia Records, which plat is by reference incorporated herein and made a part hereof.

Tract 4:
All that tract or parcel of land containing 0.328 acres lying and being in the City of Norcross and Land Lot 253 of the 6th District, Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at a point at the intersected previously non-mitered western right of way for Hunter Street (having a right of way of 30 feet) and the previously non-mitered apparent northern right of way for West Peachtree Street (having a variable right of way); thence southwesterly along said right of way of West Peachtree Street for a distance of +1-70 feet to a V2" rebar set and the TRUE POINT OF BEGINNING, being on the apparent northern right of way of West Peachtree Street.

From the TRUE POINT OF BEGINNING thus established; thence continuing along said right of way of West Peachtree Street south 59 degrees 00 minutes 04 seconds west for a distance of 65.28 feet to a point on said right of way; thence leaving said right of way north 30 degrees 15 minutes 46 seconds west for a distance of 221.01 feet to a point; thence north 62 degrees 25 minutes 26 seconds east for a distance of 65.35 feet (along the property line now or formerly of Ida Mae Cothran) to a Y2" rebar set; thence south 30 degrees 15 minutes 46 seconds east for a distance of 217.10 feet (along the property line now or formerly of Hopewell Missionary Baptist Church) to a 1/4" rebar set and the TRUE POINT OF BEGINNING.

Said tract or parcel of land is shown as Lot 4 as depicted on that certain final plat for James Rhodes West Peachtree St. Property dated January 18, 2008, last revised March 16, 2009, prepared by Daniel S. Griffin, G.R.L.S. No. 2772, recorded in Plat Book 125, Page 198, Gwinnett County, Georgia Records, which plat is by reference incorporated herein and made a part hereof.

Tract 5:

All that tract or parcel of land lying and being in The City of Norcross, Land Lot 253 of the 6th Land District, Gwinnett County, Georgia and being more particularly described as follows;

To find The Point of Beginning, commence at the intersection of the Northerly Right-of-Way of West Peachtree Street (Right-of-Way Varies) and the Easterly Right-of-Way of Langford Drive (apparent Right-of-Way Varies, if extended to form a Point, said point marked by a P.K. Nail Found; THENCE leaving said Point North 28 degrees 51 minutes 30 seconds West for a distance of 49.71 feet to an ½" Rebar Found along the Easterly Right-of-Way of Langford Drive; THENCE continuing along said Right-of-Way of Langford Drive for the following three(3) courses and distances, North 28 degrees 51 minutes 30 seconds West for a distance of 144.38 feet to a Point; THENCE along a curve to the left having a radius of 1,237.54 feet and an arc length of 67.70 feet and being subtended by a chord of North 29 degrees 39 minutes 37 seconds West for a distance of 67.69 feet to an ½" Rebar Found; THENCE North 51 degrees 07 minutes 42 seconds East for a distance of 30.62 feet to an ½" Rebar Found; THENCE leaving said Right-of-Way, North 51 degrees 07 minutes 42 seconds East for a distance of 161.84 feet to an Iron Pin Set, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, North 51 degrees 07 minutes 42 seconds East for a distance of 167.35 feet to a ½" Rebar Found; THENCE South 32 degrees 40 minutes 27 seconds East for a distance of 99.53 feet to a 3/4" Solid Bar Found; THENCE South 55 degrees 07 minutes 13 seconds West for a distance of 165.87 feet to a 1" Open Top Pipe found at an Angle Iron and Fence Post; THENCE North 33 degrees 04 minutes 55 seconds West for a distance of 87.85 feet to an Iron Pin Set, said point being the TRUE POINT OF BEGINNING.

Said tract of land is shown as Tract One-B on that certain Boundary Survey for the City of Norcross dated November 21, 2017, prepared by Precision Planning, Inc., being project no. S17231, which survey is by reference incorporated herein and made a part hereof.

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 4100 - PUBLIC WORKS							
ExpCategory: 54 - Capital Outlay							
310-5.4100.541000	PROPERTY	0.00	0.00	0.00	462,600.00	-462,600.00	0.00 %
	ExpCategory: 54 - Capital Outlay Total:	**0.00**	**0.00**	**0.00**	**462,600.00**	**-462,600.00**	**0.00%**
	Department: 4100 - PUBLIC WORKS Total:	**0.00**	**0.00**	**0.00**	**462,600.00**	**-462,600.00**	**0.00%**

Post Date	Packet	Description	Amount	Period	Vendor Name	IFT	Source Transaction	Date Created
10/18/2024	GLPKT23130	APPRAISAL REPORT FEE	1900	October	D.S. MURPHY & ASSOCIATES	FALSE	Item - 241001042 : Vendor - D.S. MURPHY & ASSOCIATES	12/05/2024
10/21/2024	GLPKT23257	TO RECORD A DOWN PAYMENT ON THE PSA AGREEMENT FOR 65 N. N. PEACHTREE	10000	October		FALSE	Journal Entry : JN09012	12/11/2024
11/05/2024	GLPKT22626	Women Club FCA	1070	November	COLUMBIA ENGINEERING AND SERVICES, INC	FALSE	Item - 33775 & 33854 : Vendor - COLUMBIA ENGINEERING AND SERVICES, INC	11/07/2024
11/05/2024	GLPKT22626	Women Club FCA	9630	November	COLUMBIA ENGINEERING AND SERVICES, INC	FALSE	Item - 33775 & 33854 : Vendor - COLUMBIA ENGINEERING AND SERVICES, INC	11/07/2024
12/12/2024	GLPKT23325	TO RECORD PROPERTY PURCHASE (65 N. PEACHTREE STREE	440000	December		FALSE	Journal Entry : JN09022	12/14/2024
			462,600.00					