

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Minutes

Monday, July 7, 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 - Mayor Newton**
- 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**

25-7371: Approval of Previous Meeting Minutes

Motion

A motion to Approve the June 2 Regular Council Meeting Minutes and the June 16th Policy Work Session and Executive Session Meeting Minutes.

Mayor and Council - Regular Meeting - Jun 2, 2025 6:30 PM

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

Policy Work Session - Policy Work Session - Jun 16, 2025 6:30 PM

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

- F. Set the agenda as presented for the scheduled meeting.**
- 1. 25-7372: Acceptance of the Agenda and Approval of the Consent Agenda**

Motion

A motion to Accept the Agenda and Approve the Consent Agenda, moving the following items to discussion:

25-7361: Way-Ahead for Historic Library/Women's Club

25-7363: Smart Thermostat Rebate

25-7364: EV Charger Rebate

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

Motion

A motion to approve adding the following items from the floor:

1. 25-7385: Public Safety Building (PSB) – Weekday Construction Start Time

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

2. 25-7386: Resolution Supporting Amicus Brief in Chang V. City of Milton

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

3. 25-7384: Curb Adjustment on N. Peachtree Prior to Resurfacing

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

4. 25-7387: Approve Settlement Agreement with Brock Built Homes, LLC Regarding Stormwater Retention System at Adam's Vineyard

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

5. 25-7383: Born Street Final Plat

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

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies

a. 25-7373: Swearing in of Officer William Spratlin

RESULT: SWORN IN BY MAYOR NEWTON

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

a. Comments by Citizens

Frankie Wallace, President of the Brookhollow Trace HOA, voiced concerns about parking issues within the subdivision, particularly in cul-de-sacs. Improper roadside parking is obstructing access for emergency vehicles, waste management, and mail delivery. She encouraged the Council to consider requiring residents to use driveways and garages to alleviate congestion. Mrs. Wallace was advised to follow up with the City Manager.

Bea Grossman requested that the city consider removing the fee associated with placing Norcross Power bills on autopay from checking accounts. She also suggested encouraging EV charging during off-peak hours to reduce strain on the electrical grid. She was asked to submit her concerns to the City Manager in writing.

Dave Jones recommended traffic safety improvements near the pocket parks, including a stop or yield sign when turning left from Wingo Street onto Jones Street. He also requested that flags be added along Wingo Street, similar to those in the historic district.

Jim Eyre expressed concern that the ULI report regarding Buford Highway, anticipated after the December presentation, has not been made publicly available. He noted that while the comprehensive plan was approved for reopening in April, no committees have been formed, and public input has not yet been sought. He also expressed interest in having the DDA collaborate with the City's grant writer to explore funding opportunities and advocated for immediate use of the historic library to prevent further deterioration.

b. Comments by Council

c. Comments by City Manager

- Public Safety Building (PSB) - Weekday Construction Start Time
- Resolution to Join Amicus Brief for Chang V. City of Milton with other GMA member Municipalities
- Approval of Settlement Agreement with Brock Homes
- Consideration of Curb Adjustment Project on N. Peachtree Prior to Resurfacing

PH. Public Hearings

PH. 25-7314: SUP2025-002 3150 Holcomb Bridge Road

Motion

A motion to Approve the request for Special Use Permit SUP2025-002 to allow the operation of an event center at 3150 Holcomb Bridge Road, Suite 102, with the following conditions:

1. The SUP is limited to this applicant (Robert Baffour) and applicant only;
2. Limited to Suite 102 only;
3. Hours of operation for the event facility to be Monday through Thursday, 8:00 AM to 6:00 PM, Friday through Sunday, 8:00 AM to 1:00 AM.;
4. Wayfinding/Directional signage to be utilized for proposed events in Suite 102 only;
5. Temporary sign permit requirements for wayfinding/directional signage to be waived;
6. Applicant shall provide parking attendant services for traffic and parking control;
7. Subject to Fire Marshal review, comments, recommendations, occupant load determination, and certification at the Business License issuance phase; and
8. Subject to Building Inspections review, comments, and recommendations.

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

J. Reports of the Mayor and Councilmembers

a. General Announcements

JULY CALENDAR OF EVENTS

Jazz In The Alley: Karla Harris

Saturday, July 12 | 7:30 - 9:30 p.m. | Betty Mauldin Park

Movie Monday: IF

Monday, July 14 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Summer Concert Series: C.O.T. Band

Friday, July 18 | 7:30 - 9:30 p.m. | Thrasher Park

Coffee With Council(CANCELED)

Saturday, July 19 | 8:00 a.m. | 45 South Cafe

Cookout With Council

Saturday, July 19 | 11:00 a.m. - 2:00 p.m. | Thrasher Park

Policy Work Session

Monday, July 21 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Movie Monday: Indiana Jones And The Last Crusade

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

K. Board Appointments

A. 25-7374: Board Appointment - Discovery Garden Park Board

Motion

A motion to approve the appointment of the following applicant and terms as presented:

Discovery Garden Park Board

Britt Lancaster June 1, 2027

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

B. 25-7375: Board Appointment - Norcross Public Arts Commission

Motion

A motion to deny the appointment of the following applicant and unexpired term as presented:

Norcross Public Arts Commission

Andrew Tanko December 1, 2027

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

L. Consent Agenda

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

1. 25-7355: Amendment to the Pouring Permit Provisions Within the Norcross Code of Ordinances

Motion

A motion to Approve the Adoption of the attached amendment to the City Code of Ordinances to amend provisions related to obtaining pouring permits for employees and managers serving alcohol for on-premises consumption.

2. 25-7356: Budget Amendment and Appropriation of Grant Funds for PD Equipment

Motion

Motion to Approve the acceptance and appropriation of grant funds in the amount of \$77,400 to the adopted FY25 budget for Police Department equipment.

3. 25-7357: Public Safety Building – Furniture, Fixtures & Equipment (FFE) Budget

Motion

A motion to Approve the allocation of \$2,111,439, to be budgeted in the FY26 210 Special Investigations Fund, for the purchase of furniture, fixtures, and equipment (FFE), as well as all remaining permits, testing, inspections, impact fees, public relations and media needs, the grand opening ceremony, and owner contingency associated with the new Public Safety Building.

4. 25-7358: Award of Contract for 2025 Road Resurfacing

Motion

A motion to Approve the award of a contract to Blount Construction Company in the amount of \$3,052,137.00 for the 2025 Road Resurfacing Program.

5. 25-7360: Norcross Beaver Ruin Greenway Project 0016067 City Match Appropriation

Motion

A motion to Approve a budget amendment and additional appropriation of \$1,470,000 from Recreation SPLOST to meet the updated City match requirement for the Norcross Beaver Ruin Greenway Project, with initial expenditures anticipated to begin May-June 2026.

6. 25-7362: Norcross Power Rate Approval

Motion

A motion to Approve maintaining Norcross Power's current residential electricity rates.

M. Items for Discussion**1. 25-7361: Way-Ahead for Historic Library/Women's Club**

Motion

A motion to Approve phase 1 renovations in the amount of \$46,000 for improvements to the Historic Library.

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

2. 25-7363: Smart Thermostat Rebate

Motion

A motion to Authorize a \$100 smart thermostat rebate for Norcross Power residential customers who meet eligibility requirements, with a maximum of 100 rebates per year and a limit of one rebate per residential account.

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

3. 25-7364: EV Charger Rebate

Motion

A motion to Authorize a \$200 Electric Vehicle (EV) charger rebate for Norcross Power residential customers who meet eligibility requirements, with a maximum of 100 rebates per year and a limit of one rebate per residential account.

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

4. 25-7383: 53 Born Street Final Plat

Motion

A motion to Approve the Authorization of the Final Plat subdividing the R75 property at 53 Born Street into two parcels.

[Agenda Report - 53 Born Street Final Plat](#)

[Gwinnett County Authorized Stamped Final Plat Map](#)

[Clearance Letter for ZBA2025-003 Lot Width Variance](#)

[FP2025-001: Born St. Subdivision Final Plat Application](#)

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

5. **25-7384: Curb Adjustment on N. Peachtree Prior to Resurfacing**

Motion

A motion to approve the Historic Granite Curbing and Concrete curbing combination option on North Peachtree Street between Sunset Drive and Buchanan Street, at a cost of \$25,000.

[Agenda Report - Curbing of North Peachtree St.](#)

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

6. **25-7385: Public Safety Building (PSB) – Weekday Construction Start Time**

Motion

A motion to Approve Reeves Young's request to begin construction activities at 7:00 am on weekdays at the new Public Safety Building site, with an accompanying resolution to be executed by the Mayor.

[Agenda Report - Public Safety Building \(PSB\) - Weekday Construction Start Time](#)

[RES 04-2025 Public Safety Building 7.8.25\(5225263.1\)](#)

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

7. **25-7386: Resolution Supporting Amicus Brief in Chang V. City of Milton**

Motion

A motion to Approve the Adoption of the attached Resolution supporting the City of Milton by joining other GMA member cities in the Amicus Brief filed in *Chang v. City of Milton* in the Georgia Supreme Court.

[Agenda Report - City of Milton Resolution](#)

[DRAFT Resolution Supporting Amicus Brief for City of Milton](#)

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

8. **25-7387: Approve Settlement Agreement with Brock Built Homes, LLC, Regarding Stormwater Retention System at Adam's Vineyard**

Motion

A motion to Approve the execution of the Mutual General Release between the City and Brock Built Home, LLC and other associated parties.

[Agenda Report - Settlement Agreement Brock Built](#)

[Mutual General Release Clean 6.2.25](#)

RESULT: APPROVED [UNANIMOUS] MOVER: Josh Bare, Councilmember SECONDER: Matt Myers, Councilmember AYES: Cheek, Hixson, Bare, Myers, Gaynor
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N. **Adjourn in memory of**

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

Councilmember Bare motioned to adjourn the meeting at 8:39 PM, seconded by Councilmember Myers. The vote was unanimous.

Signed by _____ Mayor Craig Newton

Attest _____ Monique Philip, City Clerk



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: Deborah Rogoff-Ezra, Community Development Director

Meeting Date: July 7, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7383

Title: 53 Born Street Final Plat

CC: Eric Johnson, City Manager

Recommendation

Authorize the Final Plat subdividing the R75 property at 53 Born Street into two parcels.

Background

The applicants, Laura Rogers and Gregory Heim, filed a preliminary minor plat to subdivide the 0.84 acre property into two (2) lots. Each lot meets the required 12,000 square foot size minimum, and 40-foot minimum lot frontage standards. However, Lot 1 did not meet the 75-foot minimum lot width at the 25-foot front setback line standard. Variance ZBA2025-003 was approved by the Zoning Board of Appeals on April 24, 2025 to reduce the lot width from code required 75 feet to 70.45 feet at the 25-foot setback line; subject to the condition that the future residence on the parcel must be setback a minimum of 35-feet from the property line where width of the lot reaches the 75-feet requirement.

The applicants intend to list the newly created lot on the market. However, the process of receiving the approvals for utilities infrastructure from Gwinnett County exceeded the timeline anticipated, with the stamped plan received 6/25/2025. The request for approval of the final plat therefore could not be discussed at the June 16, 2025 Council Policy Workshop as originally estimated when the timeline was projected at the pre-submittal meeting for the preliminary plat. As such, the approval of the subdivision would be delayed until the August 4, 2025 City Council meeting, thereby prohibiting them from listing the property until after that date following recordation at Gwinnett County. The applicant has indicated that the expanded timeline for consideration of the final plat would be a potential hardship should the property sell prior to the Council approval and recordation of the final plat.

The final plat has met all of the requirements for approval. There are no current plans for construction on the newly created lot.

Financial Impact

There is no financial impact to the City..

Consistent with Comprehensive Plan?

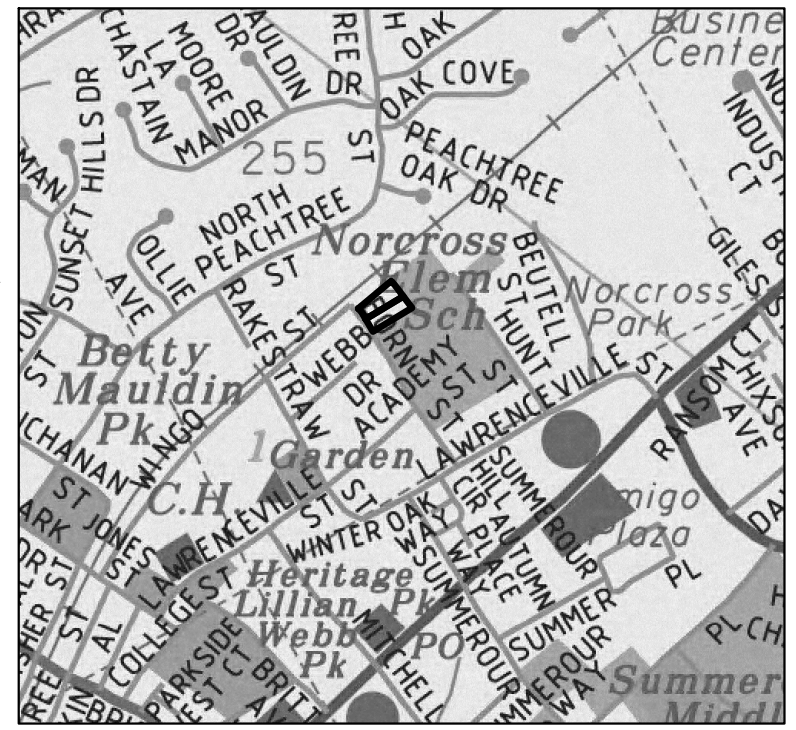
Goal 5 – Ensure that Norcross residents have a variety of attainable, quality housing options.

Attachments

1. Gwinnett County authorized stamped Final Plat map
2. Clearance letter for ZBA2025-003 lot width variance
3. FP2025-001:Born St. Subdivision Final plat application

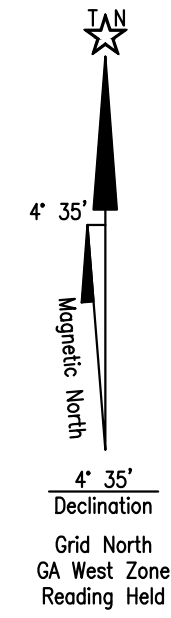
TOTAL AREA 36,467 SQ. FT. 0.837 ACRES
LOT 1 AREA 18,964 SQ. FT. 0.435 ACRES
LOT 2 AREA 17,503 SQ. FT. 0.402 ACRES

LOCATION MAP - N.T.S. - (BOUNDARY APPROXIMATELY SHOWN)

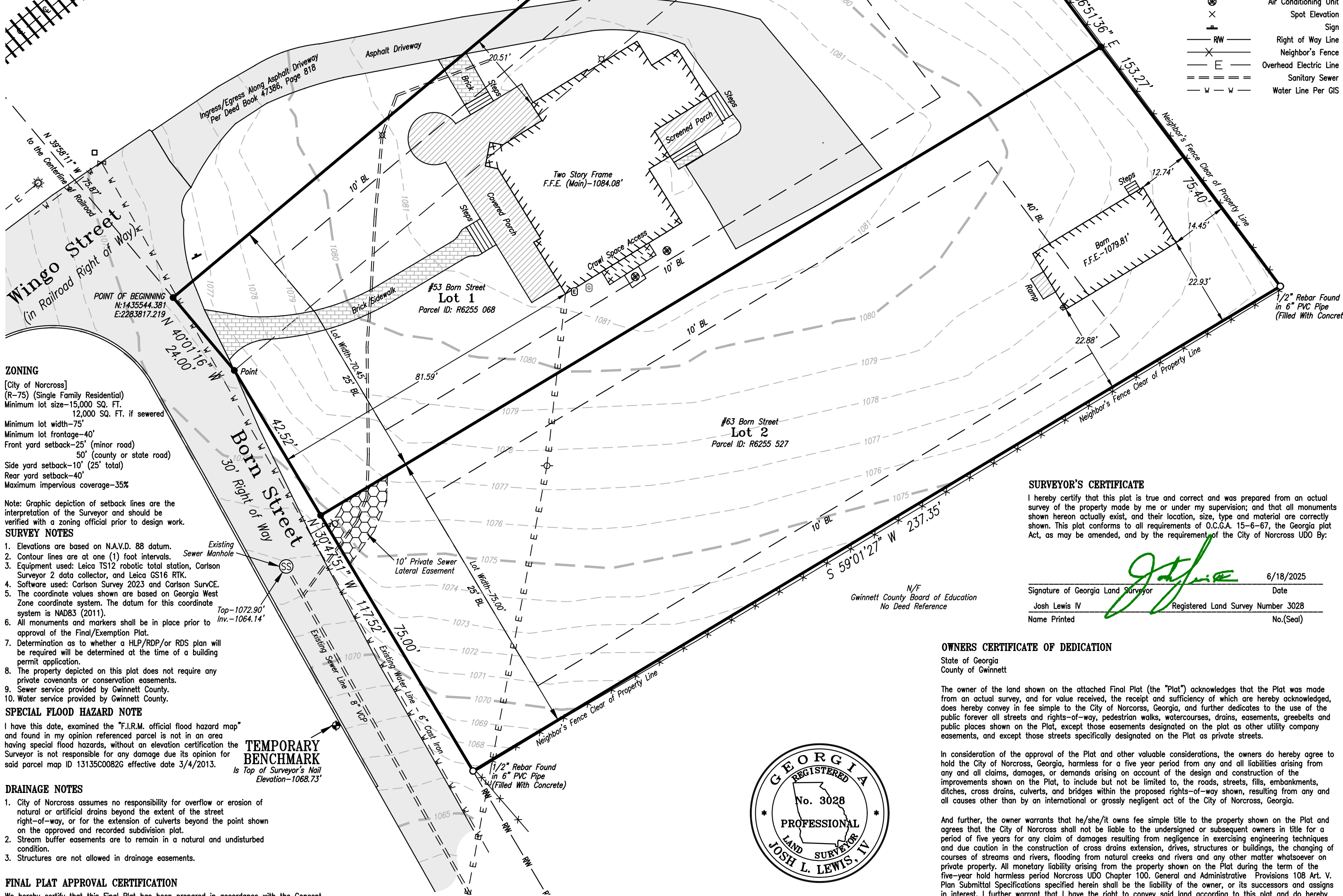


LEGEND

- These standard symbols may be found in the drawing.
- 1/2" Rebar Set
 - Iron Pin Found
 - Building Line
 - Concrete Monument Found
 - Power Pole
 - Electric Meter
 - Water Valve
 - Control Valve
 - Fire Hydrant
 - Sanitary Sewer Manhole
 - Sewer Clean Out
 - Gas Meter
 - Air Conditioning Unit
 - Spot Elevation
 - Sign
 - Right of Way Line
 - Neighbor's Fence
 - Overhead Electric Line
 - Sanitary Sewer
 - Water Line Per GIS



Norfolk Southern Railway
(F.K.A. Southern Railroad)
(F.K.A. Georgia Air Line Railroad)



ZONING
[City of Norcross]
(R-75) (Single Family Residential)
Minimum lot size-15,000 SQ. FT.
12,000 SQ. FT. if sewer
Minimum lot width-75'
Minimum lot frontage-40'
Front yard setback-25' (minor road)
50' (county or state road)
Side yard setback-10' (25' total)
Rear yard setback-40'
Maximum impervious coverage-35%

Note: Graphic depiction of setback lines is the interpretation of the Surveyor and should be verified with a zoning official prior to design work.

- SURVEY NOTES**
- Elevations are based on N.A.V.D. 88 datum.
 - Contour lines are at one (1) foot intervals.
 - Equipment used: Leica TS12 robotic total station, Carlson Surveyor 2 data collector, and Leica GS16 RTK.
 - Software used: Carlson Survey 2023 and Carlson SurvCE.
 - The coordinate values shown are based on Georgia West Zone coordinate system. The datum for this coordinate system is NAD83 (2011).
 - All monuments and markers shall be in place prior to approval of the Final/Exemption Plat.
 - Determination as to whether a HLP/RDP/or RDS plan will be required will be determined at the time of a building permit application.
 - The property depicted on this plat does not require any private covenants or conservation easements.
 - Sewer service provided by Gwinnett County.
 - Water service provided by Gwinnett County.

SPECIAL FLOOD HAZARD NOTE

I have this date, examined the "F.I.R.M. official flood hazard map" and found in my opinion referenced parcel is not in an area having special flood hazards, without an elevation certification the Surveyor is not responsible for any damage due to its opinion for said parcel map ID 13135C0082G effective date 3/4/2013.

TEMPORARY BENCHMARK
Is Top of Surveyor's Nail
Elevation-1068.73

DRAINAGE NOTES

- City of Norcross assumes no responsibility for overflow or erosion of natural or artificial drains beyond the extent of the street right-of-way, or for the extension of culverts beyond the point shown on the approved and recorded subdivision plat.
- Stream buffer easements are to remain in a natural and undisturbed condition.
- Structures are not allowed in drainage easements.

FINAL PLAT APPROVAL CERTIFICATION

We hereby certify that this Final Plat has been prepared in accordance with the Concept plan, the approved Preliminary Plat, the approved Construction Plans, and the other applicable development codes and ordinances, and has been approved by the City of Norcross for recording in the Office of the Clerk of the Superior Court of Gwinnett County.

City Engineer Date
Monique Philip 6/27/2025
City Clerk Date
Community Development Director Date

CLOSURE STATEMENT

The field data used to compile this plat was gathered by radial survey measurements and has a positional tolerance of 0.1 feet.
This map or plat has been calculated for closure and is found to be accurate within one foot in 292,475 feet.



As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67..

By: *Josh Lewis IV*
Josh Lewis IV, Registered Land Survey Number 3028



SURVEYOR'S CERTIFICATE

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; and that all monuments shown hereon actually exist, and their location, size, type and material are correctly shown. This plat conforms to all requirements of O.C.G.A. 15-6-67, the Georgia Plat Act, as may be amended, and by the requirement of the City of Norcross UDO By:

Signature of Georgia Land Surveyor Date
Josh Lewis IV 6/18/2025
Name Printed Registered Land Survey Number 3028
No.(Seal)

OWNERS CERTIFICATE OF DEDICATION

State of Georgia
County of Gwinnett

The owner of the land shown on the attached Final Plat (the "Plat") acknowledges that the Plat was made from an actual survey, and for value received, the receipt and sufficiency of which are hereby acknowledged, does hereby convey in fee simple to the City of Norcross, Georgia, and further dedicates to the use of the public forever all streets and rights-of-way, pedestrian walks, watercourses, drains, easements, greebelts and public places shown on the Plat, except those easements designated on the plat as other utility company easements, and except those streets specifically designated on the Plat as private streets.

In consideration of the approval of the Plat and other valuable considerations, the owners do hereby agree to hold the City of Norcross, Georgia, harmless for a five year period from any and all liabilities arising from any and all claims, damages, or demands arising on account of the design and construction of the improvements shown on the Plat, to include but not be limited to, the roads, streets, fills, embankments, ditches, cross drains, culverts, and bridges within the proposed rights-of-way shown, resulting from any and all causes other than by an intentional or grossly negligent act of the City of Norcross, Georgia.

And further, the owner warrants that he/she/it owns fee simple title to the property shown on the Plat and agrees that the City of Norcross shall not be liable to the undersigned or subsequent owners in title for a period of five years for any claim of damages resulting from negligence in exercising engineering techniques and due caution in the construction of cross drains extension, drives, structures or buildings, the changing of courses of streams and rivers, flooding from natural creeks and rivers and any other matter whatsoever on private property. All monetary liability arising from the property shown on the Plat during the term of the five-year hold harmless period Norcross UDO Chapter 100, General and Administrative Provisions 108 Art. V. Plan Submittal Specifications specified herein shall be the liability of the owner, or its successors and assigns in interest. I further warrant that I have the right to convey said land according to this plat and do hereby bind myself and the owners subsequent in title to defend the covenants and agreements set out.

IN WITNESS WHEREOF, I have hereunto set by hand affixed my seal
this ____ day of _____, 2025.

Owner/Developer Date
Title Date
Notary Public State of Georgia (Seal) Date

155 CLIFTWOOD DRIVE - ATLANTA, GEORGIA 30328 - TELEPHONE: (404) 255-4671 - FAX: (404) 255-6607 - WWW.GEORGIALANDSURVEYING.COM

JOB NUMBER 205444-4	DRAWING NUMBER F-5101	SURVEY PLAT FOR: 53 & 63 Born Street, Norcross Georgia 30071		DATE: 3/10/25	SCALE: 20'
		LAND LOT: 255 6th DISTRICT SECTION Gwinnett COUNTY, GA		REVISION	BY DATE
		LOT:	BLOCK:	UNIT:	PHASE:
		SUBDIVISION:		Address Comments	BMS 6/6/25
		PLAT BOOK , PAGE	PARTY CHIEF: JJ	Locate Sewer Lateral	BMS 6/13/25
		DEED BOOK 47386 , PAGE 818	DRAFTER: BMS		
		FIELD DATE: 3/21/25		SHEET 1 OF 1	

LAURA ROGERS



GEORGIA LAND SURVEYING CO.
EST 1955
Authorized 6/25/2025

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT EXPRESS RECTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS, OR ENTITY. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED



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

April 28, 2025

Laura Rogers and Gregory A. Heim
53 Born Street
Norcross, GA 30071

RE: ZBA2025-003: 53 Born Street

Dear Applicant,

Your application, ZBA2025-003, request for a variance to reduce the lot width from code required 75 feet to 70.45 feet for a proposed subdivision of a R75 lot has been reviewed by the City of Norcross Planning Staff and heard by the Zoning Board of Appeals on April 24, 2025.

After careful review and consideration, your application was **approved** with the following condition: the residence on this parcel, when developed, must be setback a minimum of 35-feet from the property line at the point where the lot reaches the 75-foot width.

Should you apply for a plat or permits for development on this property, this letter shall be submitted along with your application. If you have any questions, contact our office at 678-421-2027.

Sincerely,

LeDarius Scott, Senior Planner
City of Norcross



FINAL PLAT APPLICATION

65 Lawrenceville Street, Norcross, Georgia 30071 Telephone: 678-421-2027

This application must be uploaded to "Open Files" on ePlan and submitted with checklist and plans

THIS APPLICATION IS FOR ONE OF THE FOLLOWING REVIEWS:

FINAL PLAT

☒ Residential ☐ Commercial

Final Plat – Definition:

A final plat is a map/plan that shows how a piece of land is divided and is the official record of land division. The purpose of a final plat is to present an accurate depiction of the layout of the subdivision that has been constructed so that it can be properly recorded and then used as a permanent reference for the sale of the property included within the subdivision.

PROJECT INFORMATION

Date of pre-application meeting: 5-21-2025
Project Name: 53 Born Street Subdivide Final
Project Description: Preliminary Subdivide approved
Application for the 153 Born Street Subdivide
Final Plat
Address or Location: 53 Born Street Norcross GA 30071
District: _____ Land Lot(s): _____ Parcel(s): 6255 0108
Total Acres: 1.53 Total Disturbed Acres: 0 Floodplain Acres: 0
Zoning: RT5 Rezoning/SUP Case No. (s): _____
This application will result in the following type of Land Disturbance activities: (Select only one of the following) ☒ Not Applicable ☐ Clearing Only ☐ Clearing and Grubbing Only ☐ Grading Only

UTILITIES

Water and Sewer Services:

Will this project: ☒ tie into existing services or ☐ will require new lines be installed.
Will this project use: ☒ County, or ☐ Private water and sewer services.

(PLEASE NOTE: 1) All private sewer service applications must include a City of Norcross Denial of Services Statement from the Mayor and Council and Gwinnett County Health Department approval, 2) County water and sewer utilities must be reviewed and approved by Gwinnett County Planning & Development

Electric Service:

Will this project use electrical service provided by: ☒ the City or ☐ another company. If using another company, please list: _____

RESIDENTIAL PROJECTS:

Number of units: 1 Number of buildings: 2 Street Standards: ☐ Private ☒ City ☐ County
Percentage of tree canopy coverage: Current: _____ Future: _____
Will this development have a homeowner's association? (☐ Yes ☒ No)
If yes, are the proposed covenants attached at time of initial submittal? (☐ Yes ☐ No)

COMMERCIAL PROJECTS:

Number of buildings: _____ Total Number of Levels: _____ Gross Square Footage: _____
Total Number of Parking Spaces: _____
Will this project require a compact car parking administrative variance? (☐ Yes ☐ No)
If yes, what percentage and exact number of parking will be compact car parking? _____
Percentage of tree canopy coverage: Current: _____ Future: _____

DEVELOPER INFORMATION

Company Name of Developer: N/A
Contact Person's Name: _____
Address: _____
Phone: _____ Email: _____
Developer's Signature: _____ Date signed: _____
Developer's Printed Name: _____

PROPERTY OWNER INFORMATION

(Please complete either the current or proposed owner, if any, information)

Property Owner's (Company) Name: Laura Rogers
Address: 53 BORN ST NORCROSS GA 30071
Phone: 404-587-1234 Email: Laura@Hernfamily.us
Signature: [Signature] Date Signed: 5-27-2025
Printed Name: LAURA ROGERS

PROJECT DESIGNER INFORMATION

Company Name of Designer: same as owner
Contact Person's Name: _____
Address: _____
Phone: _____ Email: _____
Designer's Signature: _____ Date Signed: _____
Designer's Printed Name: _____
Designer's State of Georgia ID#: _____

TO BE COMPLETED BY CITY OF NORCROSS ONLY.

Date received: _____ Development No. (CNO): _____
Review Fee: _____ Receipt No.: _____
Required attachments submitted? _____

Please Contact City Hall at 770-448-2122 for all dumpster services.



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: Bruce Gaynor, Councilmember

Meeting Date: July 7, 2025 – Regular Council Meeting

Item No.: 25-7384

Title: Curb Adjustment on N. Peachtree prior to Resurfacing

CC: Eric Johnson, City Manager

Recommendation

Approve Historic Granite Curbing and Concrete Curbing Option 1 on a portion of North Peachtree Street.

Background

The Public Works department will resurface North Peachtree Street as part of ITB PW 25-09 for the resurfacing of the 26 residential streets.

There is existing historic granite curbing from corner of North Peachtree Str and Buchanan down to the driveway of the Grey Stone Historic Home on side of North Peachtree Str. In order to relocate the granite, excavation and resetting is required from existing ROW.

Option 1=\$21,645 to excavate and place Historic granite curb from corner of North Peachtree and Buchanan down to driveway of Grey Home and then concrete curb-n-gutter from 126 North Peachtree to the Driveway of Apartments located at 170 North Peachtree. The concrete curbing is needed to fix broken and non-existing curb for Asphalt placement to include preserving the existing street parking.

Option 2=\$9,900 to place concrete Curb-n-gutter from corner of N. PTree and Buchanan down to Driveway of Apts 170 N. Ptree (no historic granite). Again, concrete curbing is needed to fix broken and non-existing curb for Asphalt placement to include preserving the existing street parking.

Financial Impact

\$21,645.00 for Option 1-Includes Historic Granite Curb

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

Update



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 Phillip

AGENDA REPORT

To: Mayor and Council

From: Bill Grogan, Chief of Police

Meeting Date: July 7, 2025 – Regular Council Meeting (RCM)

Item No.: 25-7385

Title: Public Safety Building (PSB) – Weekday Construction Start Time

CC: Eric Johnson, City Manager

Recommendation

Approve Reeves Young's request to begin construction activities at 7:00 am on weekdays at the new Public Safety Building site.

Background

Site work at the PSB has begun and construction is set to begin soon. Norcross Municipal Code 26-20(g-h) sets the allowed start time for outdoor construction activities at 8:00 am on weekdays and outlines the procedures for requesting an earlier start time (variances). Although the ordinance also states those procedures (variances) are not applicable to government construction projects, we want to be good neighbors to the business/property owners and residents surrounding the PSB location. Staff contacted all adjacent property owners, as well as two others just north of adjacent properties, and asked if they have any concerns with construction activities starting at 7:00 am on weekdays. No property owners expressed any concerns with the 7:00 am weekday start time.

Financial Impact

None

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

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

Attachments

Update

RESOLUTION 25- _____

A RESOLUTION AUTHORIZING CONSTRUCTION ACTIVITIES TO BEGIN AT A CERTAIN TIME FOR THE PUBLIC SAFETY BUILDING AT STEVENS ROAD AND BUFORD HIGHWAY

WHEREAS, the City is in the process of constructing a public safety building (the “Project”) located at the intersection of Stevens Road and Buford Highway in the City of Norcross, Georgia and;

WHEREAS, to complete the project in the scheduled time, it may be necessary for the City’s general contractor and subcontractors to begin construction at 7:00 AM during weekdays;

WHEREAS, the matter was brought before the City Council on July 7, 2025 and a motion was made to approve Reeves Young’s request to begin construction activities on the Project at 7:00 am on weekdays; and

WHEREAS, that motion was properly seconded and approved unanimously by the City Council;

NOW, THEREFORE, BE IT RESOLVED by The City of Norcross, Georgia that construction activities on the Project may begin on or before 7:00 am on weekdays

ADOPTED by the City of Norcross Georgia at its regular meeting held on this 7th day of July, 2025.

Craig Newton, Mayor

Attested by:

Monique Philip



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 Phillip

AGENDA REPORT

To: Mayor and Council

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

Meeting Date: July 7, 2025 – Regular Meeting

Item No.: 25-7386

Title: Resolution Supporting Amicus Brief in *Chang v. City of Milton*

CC: Eric Johnson, City Manager

Recommendation

Adopt the attached Resolution supporting the City of Milton by joining other GMA member cities in the Amicus Brief filed in *Chang v. City of Milton* in the Georgia Supreme Court.

Background

A judgment was entered against the City of Milton related to an automobile accident in 2016. In that case, a motor vehicle collided with a planter that was installed by the City of Milton in the right of way but at least six feet outside of lines of travel. It was installed as a beautification effort in a residential area. Prior to this case, it was generally accepted that Cities are immune from most claims arising from roadway defects, except that a City may have some liability when it fails in ministerial duties such as maintaining road ways and removing obstructions. This exception to liability was traditionally understood to apply only to obstructions in the lanes of travel—not to sidewalks, medians, etc.

The planter in this case was placed outside of the path of travel but within the right of way and on the road's shoulder. Both the trial court and the Georgia Court of Appeals, however, determined that the City's obligation to clear roads from obstructions extended not just to lanes of travel, but to the shoulder of the road. There is concern that this reasoning may extend beyond the shoulder to sidewalks, medians, curb cuts, and other areas within a right of way but adjacent to a path of travel.

The ruling in this case would have significant impact on the City of Norcross. Norcross has numerous art installations, public amenities, and other safety and beautification features that are purposefully placed in the right of way to create a sense of place, increase pedestrian safety, and reduce speeds of vehicles. These have been placed in the right of way with the understanding that the City would be immune from liability arising from vehicular accidents that leave the lanes of travel. If that understanding of immunity is incorrect, the City would need to evaluate the placement of these features and determine whether the structures obstruct roadways such that the City has a duty to remove them. While this would not mean that all public features would

require removal, a finding against the City of Milton in the Supreme Court would require reevaluation of certain City features in the right of way.

Financial Impact

A ruling by the Supreme Court against the City of Milton could increase the City's exposure and its insurance premiums.

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

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

Attachments

1. Proposed Resolution Supporting the City of Milton

**RESOLUTION OF THE
CITY OF NORCROSS, GEORGIA (the “CITY”)
AUTHORIZING PARTICIPATION IN AN AMICUS
BRIEF IN THE CHANG V. CITY OF MILTON APPEAL**

WHEREAS, there is presently pending before the Court of Appeals and/or Supreme Court of Georgia an appeal of a civil lawsuit that, at the trial court level, was referred to as Chang, et. al. v. City of Milton, State Court of Fulton County, Case No. 18EV004442;

WHEREAS, the case involves a claim of liability against the City of Milton for personal injuries due to a 2016 vehicle collision with a fixed obstruction (a masonry planter) located on City-owned right of way where the obstruction was outside the motoring lanes of travel;

WHEREAS, the masonry planter had been at the same location since 1992 and had never been the subject of a complaint or prior accident;

WHEREAS, at the trial court, the City of Milton was found to be partially at fault and a jury awarded money damages against the City of Milton of \$35,000,000;

WHEREAS, the Court of Appeals affirmed the findings of the trial court, City of Milton v. Chang, et. al., 2024 WL 4195584 (Chang appellate ruling);

WHEREAS, the Court of Appeals ruled that the “*planter...was a hazard for vehicles leaving the travel lanes*” and that its presence “*renders the use of these thoroughfares more hazardous;*”

WHEREAS, the CITY is concerned by the Court of Appeals decision finding that a municipality may be liable for fixed obstructions located outside the motoring lanes of travel where the obstruction had never been the subject of a prior collision or complaint;

WHEREAS, the CITY believes the Court of Appeals decision is inconsistent with existing legal precedent and should be overturned; and,

WHEREAS, the CITY believes the financial implications of the Court of Appeals decision could be devastating for Georgia municipalities.

NOW THEREFORE BE IT RESOLVED, that the CITY does hereby authorize participation in an amicus brief before the Georgia Supreme Court asking that the Chang appellate ruling be taken by the Supreme Court and reversed. An amicus brief so tendered may include the City’s name as a participating party.

This 7th, day of July, 2025.

Mayor

[SEAL]



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 Phillip

To: Mayor and Council

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

Meeting Date: July 7, 2025 – Regular Meeting

Item No.: 25-7387

Title: Approve Settlement Agreement with Brock Built Homes, LLC regarding Stormwater Retention System at Adam's Vineyard

CC: Eric Johnson, City Manager

Recommendation

Approve the execution of the Mutual General Release between the City and Brock Built Homes, LLC and other associated parties.

Background

In 2023, the City discovered retained water in the underground stormwater system of the Adam's Vineyard subdivision. Upon further investigation, it was determined that there were design and construction flaws with that system that caused slow water absorption and water retention. Brock Built Homes, LLC was the developer of the subdivision and oversaw the permitting and construction of this system. The stormwater system was constructed in 2014 and was inspected by City officials and third-party engineers between 2014 and 2015. On April 24, 2015 a final plat was issued which included an unsigned certificate of development conformance ("CDC"). It appears that these design and construction defects were not known to the inspectors at the time of inspection.

The City issued a citation on May 8, 2023 to an employee of Brock Built Homes, LLC related to the stormwater system. During the course of this proceeding, the City and Brock Built Homes hired experts to examine the system and evaluate the stormwater implications. After review, it appears that the system, while failing to meet minimum standards is not as significantly under performing as first believed and that remediation can bring the system to state standards. The City is not aware of any downstream impacts from the additional stormwater facility and the throttling and retention systems appear to be functioning to specification.

The City believes that there are multiple low-impact and relatively low-cost solutions to bring the system into compliance with state standards. The settlement agreement provides for a \$15,000.00 cash contribution to the City's stormwater funds, which can be used to offset these costs. Given the uncertainty with litigation, the costs to the City to fully litigate this case, and timeline for any prospective resolution through the municipal court and subsequent appeals, it is my recommendation that we approve this settlement agreement.

Financial Impact

The City will receive \$15,000 in cash contributions in exchange for releasing certain development bonds and releasing Brock Built Homes from future monetary liability.

Attachments

- 1 Mutual Release with Brock Built Homes

MUTUAL GENERAL RELEASE

This Mutual General Release is dated the [] day of June 2025, by and between the CITY OF NORCROSS, GEORGIA (the “**City**”), on one hand, and JAMES FRANKLYN TRUITT and BROCK BUILT HOMES, LLC, a Georgia limited liability company, (“**Brock Built**”) (collectively, the “**Brock Parties**”). Each of the parties are referred to herein individually as “Party,” and collectively, as the “Parties.” As used herein, the phrases, “this Agreement,” “hereto,” “hereunder,” and phrases of like import shall mean this Agreement. All capitalized terms shall have meanings ascribed to them in the Agreement.

WHEREAS, Brock Built was previously the developer of record for the project now known as “Adam’s Vineyard” (hereinafter, the “**Project**”) which is wholly located within the City’s municipal boundaries;

WHEREAS, Brock Built or others on its behalf submitted, in connection with the development approvals associated with the Project, certain plans for the construction of an underground stormwater detention in the form detailed in the attached Exhibit 1 (the “**Stormwater Facility**”) servicing the Project and complying with the local and state stormwater requirements;

WHEREAS, as a part of the development conformance process provided by City of Norcross Code, Brock Built provided various development bonds to secure performance of certain development activities within the Project (the “**Bonds**”);

WHEREAS, the Stormwater Facility was designed to retain stormwater and allow for leaching and runoff through certain perforated 48-inch stormwater piping systems;

WHEREAS, the Parties dispute whether the construction of the Stormwater Facility was undertaken as designed and dispute whether the Stormwater Facility met the minimum requirements under local regulation and Georgia law as existed at the time of its permitting;

WHEREAS, a final plat was issued and approved by the City of Norcross after inspections occurring in accordance with applicable law on or about April 24, 2015, the same being recorded in Plat Book 133, Page 103.

WHEREAS, on or about May 8, 2023, James Franklyn Truitt (“**Truitt**”), an employee of Brock, was served with a citation in his individual capacity related to the Stormwater Facility’;

WHEREAS, the Brock Parties dispute whether Truitt was a proper party, dispute whether he was a real party in interest or that he meets any of the statutory definitions of a responsible party and dispute that Brock Built was subject of the Municipal Court Action defined below which defenses the City disputes;

WHEREAS the citation initiated a certain quasi-criminal municipal court action in the Municipal Court of the City of Norcross, the same having the case number CED2023-00539 (the “**Municipal Court Action**”);

WHEREAS Brock served upon the City a certain Ante Litem Notice, on or about November 3, 2023, (the “**Ante Litem Notice**”) wherein it detailed claims against the City arising from the Municipal Court action;

WHEREAS the Parties dispute whether the Municipal Court action and the citation issued thereon was timely, that it fell within any applicable statute of limitations or was otherwise time barred;

WHEREAS, the Parties seek to avoid the uncertainty and expense of litigation and seek to fully and completely resolve the allegations concerning, connected with, arising out of or in any way relating to the Municipal Court Action, and/or any development or other activity associated with the Municipal Court Action, the Stormwater Facility, the Project, or to the neighborhood known as Adam’s Vineyard without either Party admitting any fault or liability;

WHEREAS the Parties have each inspected the Stormwater Facility and reviewed their records of performance standards and the Parties dispute whether the construction and design of the Stormwater Facility meets applicable standards and performance obligations;

WHEREAS, considering the facts as known to the parties at the present time and the uncertainties of continued litigation and without making any admission, the Parties believe that the resolution of the disputes between them and a mutual release of claims would be beneficial to each of the Parties; and

NOW THEREFORE Parties, with the intent of totally ending and forever foreclosing all matters or potential matters in dispute between the Parties, their privies, successors and assigns up to the time of this Agreement, thereby assuring peace between the Parties based on such matters, in return for the mutual promises and consideration contained herein, the sufficiency of which is expressly acknowledged, agree as follows:

1. **Dismissal of Municipal Court Action as Contingency of Release.** Within twenty-four (24) hours of the execution date of this Agreement, the City shall inform the City Solicitor of the agreement and their mutual desire that the City Solicitor recommend the dismissal the Municipal Court Action with prejudice. The entry of a dismissal order of the Municipal Court Action (the “**Dismissal Order**”) shall be a contingency of this release, and the Parties shall have no obligation to one another until such dismissal. Should the Municipal Court Action remain active within forty-five (45) days of this Agreement, the Agreement shall not be enforceable against either party. Provided, however, that such contingency may be mutually extended by the Parties. The Parties acknowledge that the Municipal Court and the City Solicitor are independent actors and that this Agreement does not bind nor commit the Municipal Court or the City Solicitor to take any action.
2. **General Release by Brock Parties.** Following execution of this Agreement and the Municipal Court’s entry of the Dismissal Order, the Brock Parties and their respective officers, employees, agents, administrators, executors, representatives, successors, and

permitted assigns do hereby knowingly and voluntarily release and forever discharge, both jointly and severally, the City and its employees, officers, and agents from any and all claims, whether known or unknown, which the Brock Parties ever had, now has, or may or might have in the future against the City connected with, arising out of, or in any way relating to the Municipal Court Action, and/or any development or other activity associated with the Municipal Court Action, the Stormwater Facility, the Project, or to the neighborhood known as Adam's Vineyard.

3. **General Release by the City.** Following execution of this Agreement and the Municipal Court's entry of the Dismissal Order, the City, its privies, respective officers, employees, agents, representatives, successors, and permitted assigns do hereby knowingly and voluntarily release and forever discharge, both jointly and severally, the Brock Parties, including any of Brock Built's employees, officers, managers, privies, assigns and agents from any and all claims, whether known or unknown, which the City ever had, now has, or may or might have in the future against the Brock Parties or their employees, officers, managers, privies, assigns and agents arising out of, connected with or related to the Municipal Court Action and/or any development or other activity associated with the Ante Litem Notice, the Municipal Court Action, the Stormwater Facility, the Project, anything otherwise covered by the Bonds generally described in Section 5 below, or to the neighborhood known as Adam's Vineyard.
4. **Payment by Brock Built.** In consideration for the releases contained and those other obligations provided herein, Brock Built hereby agrees that it shall tender payment to the City, in the lump sum amount of fifteen thousand dollars (\$15,000.00) by a check with certified funds. The proceeds of the check shall be contributed and allocated in the City's stormwater funds. Such payment shall be made within five (5) business days of the Municipal Court's entry of the Dismissal Order.
5. **Release of Bonds.** Within five (5) business days of Brock Built delivering the check specified in Section 4 *supra*, the City shall instruct the sureties of the Bonds that the City is releasing Brock of its obligations under the Bonds. The City agrees to cooperate by executing whatever documentation is necessary, appropriate, and truthful in completing the release of the Bonds in a manner that is consistent with industry standards and expectations.
6. **Breach.** In the event an action is brought to enforce the terms of this Agreement or as a consequence of the breach of any of the terms of this Agreement, then the prevailing Party shall be entitled to recover its damages, including costs and fees incurred as a result of enforcement of this Agreement, including reasonable attorney's fees, at the pre-trial, trial, or appellate level.
7. **Voluntary Agreement.** The Parties each represent and warrant to each other that they are fully aware of the terms contained in this Agreement and have voluntarily and without coercion or duress entered into this Agreement.
8. **Entire Agreement; Binding Effect.** This Agreement constitutes the entire and final agreement among the Parties with respect to the subject matter hereof, and there are no

agreements, understandings, admissions, warranties or representations among the Parties except as expressly set forth herein. This Agreement will inure to the benefit of and bind the respective heirs, administrators, executors, representatives, successors and permitted assigns of the Parties hereto.

9. **Headings.** All headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.

10. **Amendment.** Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged, or terminated, except by an instrument in writing signed by the parties against whom enforcement of the change, waiver, discharge or termination is sought.

11. **Governing Law.** This Agreement will be interpreted and construed under the laws of Georgia, regardless of the domicile of any party, and will be considered to have been made, executed, and performed in Georgia.

12. **Severability.** In the event any portion or paragraph of this Agreement shall be deemed invalid, such invalidity shall not affect the remainder of this Agreement, and the remaining portions and paragraphs of this Agreement shall remain in full force and effect.

13. **Multiple Counterparts.** This Agreement may be executed in two or more counterparts, and each counterpart shall be deemed an original Agreement, and all of which shall constitute one agreement to be effective as of the dates reflected herein.

14. **Confidentiality by the Parties.** The Parties agree that the terms of this Agreement shall be kept confidential by the Parties and shall not be disclosed to anyone except to effectuate the terms of this Agreement or if disclosure is required by law or such disclosure is required to enforce the terms hereof.

15. **Waiver.** Failure by any Party to insist upon strict performance of any provision herein by any other Party shall not be deemed a waiver by such Party of its rights or remedies or a waiver by it of any subsequent default by such other Party, and no waiver shall be effective unless it is in writing and duly executed by the Party entitled to enforce the provision being waived.

16. **No Admissions.** The Parties hereto acknowledge, understand, and agree that this Mutual General Release has been entered into solely to avoid the expense and uncertainty of existing or potential litigation and in compromise of disputed and contested claims and defenses. This Mutual General Release is not and shall not be construed or deemed to be an admission of liability or, culpability whatsoever on the part of any party or any of such parties privies, employees, managers, agents or assigns nor is the prosecution of the Municipal Court Action nor entry into this Mutual General Release to be construed to extend, lengthen, toll, resurrect or breathe life into any applicable statute of limitations, time bar or other prohibition relating to any defenses to same. Nothing in this Mutual General Release shall be deemed to release, waive, or forego any

defense to any action connected with, arising out of or relating in any way to the Municipal Court Action and/or any development or other activity associated with the Ante Litem Notice, the Municipal Court Action, the Stormwater Facility, the Project, anything otherwise covered by the Bonds generally described in Section 5 above, or to the neighborhood known as Adam's Vineyard.

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THE CITY OF NORCROSS, GEORGIA

By, Craig Newton, Mayor

Signature

Date

JAMES FRANKLYN TRUITT

Signature

Date

BROCK BUILT HOMES, LLC

Name

Title

Signature

Date