

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Minutes

Monday, December 2, 2024

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Marshall Cheek

- A. Call to Order by Mayor Craig Newton
- B. Invocation
- C. Pledge of Allegiance to the Flag of the United States of America
- D. Roll Call (recorded)

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

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

- E. Presentation of previous meeting minutes for acceptance

24-7186: Approval of Previous Meeting Minutes

Motion

A motion to Approve the November 4th Regular Council Meeting Minutes and Executive Session meeting minutes, and the October 21st and November 18th Policy Work Session and Executive Session meeting minutes.

Policy Work Session - Policy Work Session - Oct 21, 2024, 6:30 PM

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

Mayor and Council - Regular Meeting - Nov 4, 2024, 6:30 PM

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

Policy Work Session - Policy Work Session - Nov 18, 2024, 6:30 PM

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

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

24-7187: Acceptance of the Agenda and Approval of the Consent

Motion

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

24-7172: Verbal Request to Reduce the "Lapse of Time Requirement for Reapplication" for a Special Use Permit

24-7175: Gravel Pave Parking Lot, Britt Ave - ITB PW 25-03

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

Motion

A motion to add the following item from the floor:

24-7199: Execution Purchase and Sale Agreement for West Peachtree to Techie Homes

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

Motion

A motion to add the following item from the floor:

24-7200: Execution of Second Amendment to Purchase and Sale Agreement for 65 N. Peachtree (The Norcross Woman's Club/Library)

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

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies

1. 24-7193: Proclamation Honoring NDA Chair Kathleen Allen

RESULT:	READ AND PRESENTED BY MAYOR NEWTON
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2. 24-7194: Proclamation Honoring NDA Member Sophie Gibson

RESULT:	READ AND PRESENTED BY MAYOR NEWTON
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3. 24-7195: Proclamation Honoring NDA Member Bianca Keaton

RESULT:	READ AND PRESENTED BY MAYOR NEWTON
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4. 24-7196: Proclamation Honoring SNC Vice Chair Chelsea Youmans

RESULT:	READ AND PRESENTED BY MAYOR NEWTON
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5. 24-7197: Proclamation Honoring SNC Member LeTricia Parks

RESULT:	READ AND PRESENTED BY MAYOR NEWTON
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6. 24-7198: Proclamation Honoring SNC Member Jiann-Ming Su

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

a. Comments by Citizens

Anne Hall of Norcross Gallery & Studios: commented on the photographs submitted and accepted for the Photography Competition on display in city hall and invited the public to attend on Sunday, December 8, 1:00 - 3:00 p.m., at 116 Carlyle Street.

Mason Zimmerman - comments on rescinding the application attached to item 24-7171, the application for a decorative water tower, and the commitment to allow the extension of Skin Alley through South End. Abandonment of the remaining portions of the South End concept, discontinue pursuit of the buildings and venues currently in design, disbanding associated partnerships. Demand that the city remove all references to the South End project on its website and communications.

Faye McFarland - thanked the city for the work done so far on the Senior Homestead Exemptions, with special thanks to Councilmember Myers. She is in favor of keeping the invocations the same.

Eric Allen - provided historical facts about invocations in the United States and suggested replacing the invocation with an educational segment.

Jim Eyre - Thanked staff for their assistance with the bid process for item 24-7175: Gravel Pave Parking Lot, Britt Ave - ITB PW 25-03 and is in favor of keeping the invocations the same.

b. Comments by Council

c. Comments by City Manager

PH. Public Hearings

PH. 24-7171: Special Use Permit - Stage at South End

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

J. Reports of the Mayor and Councilmembers

a. General Announcements

DECEMBER CALENDAR OF EVENTS

Holiday Celebration

Friday, December 6 | 5:30 - 8:30 p.m. | Thrasher Park

Carriage Rides

Friday, December 6 - Friday, December 20 | Every Tuesday, Wednesday & Friday
6:30 - 8:30 p.m. | Skin, Alley, Behind 45 South Cafe

Historic Norcross Christmas Village

Saturday, December 7 - Sunday, December 8 | 1:00 - 5:00 p.m. | Downtown Norcross

Movie Monday: A Christmas Carol

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

Mayor's Angel Giving Tree

Monday, December 9 | 5:00 p.m. | City Hall Lobby

Photos With Santa

Wednesday, December 11 - Friday, December 20 | Every Wednesday & Friday
6:00 - 8:00 p.m. | 45 South Cafe

Coffee With Council

Saturday, December 14 | 8:00 a.m. | 45 South Cafe

Policy Work Session

Monday, December 16 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Movie Monday: Journey To Bethlehem

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

Christmas Day Observance

Tuesday, December 24 - Wednesday, December 25 | Sanitation & Recycling Will Be Delayed

New Year's Day Observance

Wednesday, January 1 | Sanitation & Recycling Will Be Delayed

First Friday Concert: 7 Sharp 9

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

K. Board Appointments**1. 24-7188: Discovery Garden Park Board (Two Vacancies | One Applicant)**

Motion

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

Discovery Garden Park Board

Nicole Maxfield-Hooks 06/01/2026

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

2. 24-7189: Historic Preservation Commission (Two Vacancies | Two Applicant)

Motion

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

Historic Preservation Commission

Pam Hopper 12/1/2027

Ashley Lyons 12/1/2027

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

3. 24-7190: Norcross Development Authority (Seven Vacancies | Two Applicants)

Motion

A motion to Approve the appointment of the following candidates and staggered terms as presented:

Norcross Development Authority

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

4. 24-7191: Norcross Public Arts Commission (Four Vacancies | Four Applicants)

Motion

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

Norcross Public Arts Commission

Elizabeth Simpson 12/01/2027

Yamily Mijes-O'Reilly 12/01/2027

Jacques Murphy 12/01/2026 (Unexpired Term)

Michael MacManus To be considered at the December 16 Policy Work Session.

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

5. 24-7192: Sustainable Norcross Commission (Six Vacancies | One Applicant)

Motion

A motion to Table Indefinitely all appointments of the Sustainable Norcross Commission.

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

L. Consent Agenda

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

1. 24-7180: Agreement with Gwinnett County Sheriff's Department for the Transport of Prisoners from Outside of Gwinnett County to Their Facility

Motion

A motion to Approve an agreement between the City and Gwinnett County Sheriff's Department authorizing both GCSO and NPD personnel to transport arrestees to the GCSO detention facility from outside the County pursuant to State law.

2. 24-7176: Storm Water Pipe Repair and Relining on Hammond Drive

Motion

A motion to Approve underground stormwater repairs on Hammond Drive at a cost of \$86,975.78, to be funded by the Stormwater Infrastructure fund.

3. 24-7177: Disposition of City Sewer Easement in Connection with Development at 5420 Buford Highway

Motion

A motion to Authorize the Mayor, upon payment of purchase price, to execute a Quit Claim Deed of Sewer Easements held by the City on 5420 Buford Highway in a form approved by the City Attorney.

4. 24-7181: Financial Services Agreement with Piper Sandler

Motion

A motion to Approve the attached financial services agreement with Piper Sandler.

5. 24-7122: Homestead Exemptions

Motion

A motion to authorize discussions with local delegation to introduce requisite local legislation so as to implement an increase in the City's existing homestead exemption from \$9,000 to \$45,000 and, for those age 65 or older, increase the exemption from \$18,000 to \$90,000. Direct the City Attorney and City Manager to prepare amendments to local legislation as needed and facilitate requisite procedural requirements.

M. Items for Discussion**1. 24-7172: Verbal Request to Reduce the "Lapse of Time Requirement for Reapplication" for a Special Use Permit Request at 3150 Holcomb Bridge Road from 12 Months to 6 Months**

Motion

A motion to Approve a verbal request from applicant Mr. Robert Baffour to reduce the "lapse of time requirement for reapplication" for a special use permit request from 12 months to 6 months.

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

2. 24-7175: Gravel Pave Parking Lot, Britt Ave - ITB PW 25-03

Motion

A motion to deny all proposals for contract award ITB PW 25-03, construction of a gravel parking lot on Britt Street, in order to continue funding street resurfacing as a transportation priority.

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

3. 24-7199: Execution Purchase and Sale Agreement for West Peachtree to Techie Homes

Motion

A motion to Authorize the Mayor to execute the Purchase and Sale Agreement, subject to changes as to form as approved by legal counsel, and other necessary documents to facilitate the closing.

1. [Agenda Report - West Peachtree 11.27.24](#)

2. [W. Peachtree PSA 11.27.24](#)

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

4. 24-7200: Execution of Second Amendment to Purchase and Sale Agreement for 65 N. Peachtree (The Norcross Woman's Club/Library)

Motion

A motion Authorizing the Mayor to execute the Second Amendment to the Purchase and Sale Agreement and other necessary documents to facilitate the closing of 65 North Peachtree Street.

1. [Agenda Report - N. Peachtree 11.27.24](#)

2. [N. Peachtree Trust Executed 2nd Amendment](#)

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

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

Councilmember Myers motioned to adjourn to exec at 7:48 pm for Legal and Real Estate, seconded by Councilmember Bare. The vote was unanimously approved.

Signed by _____ Mayor Craig Newton

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

Agenda Report

To: Mayor and Council
From: William J. Diehl, Thompson, O'Brien, Kappler & Nasuti, PC
Meeting Date: December 2, 2024 – Voting Session
Item No.: Floor Item No. 2
Title: Execution of Purchase and Sale Agreement for West Peachtree to Techie
CC: Homes Eric Johnson, City Manager

Recommendation

Authorize the Mayor to execute the Purchase and Sale Agreement, subject to changes as to form as approved by legal counsel, and other necessary documents to facilitate the closing.

Background

On September 3, 2024, Council approved the Request for Proposal (RFP) for an assemblage of five parcels along West Peachtree Street to Techie Homes Inc. (TH)(PIN: R6253 028, R6253 027, R6253 026, R6253 262 & R6253 288. The RFP detailed a purchase price of \$600,000. Since approval TH has secured funding and discussed entitlement processes with the Department of Community Development. TH has executed the PSA and the City's counter signature is ready for execution.

The redevelopment proposed in the RFP will require additional zoning and development approvals including the submission of a site plan as required by the Zoning Ordinance and the PUD zoning district and approval of architectural elevations by the Architectural Review Board. This approval does not impact such requirements.

Financial Impact:

The sale will result in \$600,000.00 in revenue which will be applied to the General Fund.

Consistent with Comprehensive Plan?

1. Maintains a Vibrant Economy and Continue to Facilitate Job Growth

Attachments

1. Purchase and Sale Agreement



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

Next Steps

Authorize the Mayor to execute the Purchase and Sale Agreement, subject to changes as to form as approved by legal counsel, and other necessary documents to facilitate the closing.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (herein, the "Agreement") is entered into by and between **CITY OF NORCROSS**, a municipality organized and existing under the laws of the State of Georgia (herein, collectively referred to as the "Seller"), and **TECHIE HOMES, INC.**, (herein, the "Purchaser").

W I T N E S S E T H:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. PURCHASE AND SALE OF PROPERTY. Subject to and in accordance with the terms and provisions hereof, Seller agrees to transfer and convey to Purchaser, and Purchaser agrees to purchase and accept from Seller, that certain assemblage of land (being 5 parcels having the parcel identification numbers: R6253 028, R6253 027, R6253 026, R6253 262 & R6253 288) described in the deed particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (herein, the "Property"), together with all and singular the rights, members, hereditaments and appurtenances to such Property belonging to or in anywise incident or appertaining.

2. PURCHASE PRICE, EARNEST MONEY. The purchase price and terms of payment, subject to all adjustments and credits hereinafter provided, shall be as follows:

The purchase price for the Property shall be **SIX-HUNDRED THOUSAND DOLLARS (\$600,000.00)** (herein, the "Purchase Price"), payable in United States currency by wire transfer to an account designated by Seller.

Within three (3) business days of executing this Agreement, the Purchaser shall deposit \$60,000.00 in funds (the "Earnest Money") in the trust account of the Seller's counsel, as earnest money for the transaction. At the Closing Date (as defined *infra*), the Earnest Money shall be applied to the final settlement and accounting of the Purchase Price, unless otherwise provided herein.

3. TITLE EXAMINATION; OBJECTIONS. Purchaser, at Purchaser's sole cost and expense, may conduct an examination of the title to the Property and may obtain a survey of the Property. Purchaser shall give Seller written notice on or before the date that is five (5) days prior to the expiration of the Inspection Period if the condition of title and/or survey is not satisfactory in Purchaser's sole opinion. The failure of Purchaser to give written notice to Seller of Purchaser's title and survey objections by said date shall constitute a waiver of Purchaser's right to object to any title or survey matters and, except as may be otherwise provided herein and Purchaser shall be deemed to approve such matters of title and survey. If Purchaser gives Seller timely notice of its

title and/or survey objections in accordance with the provisions of this Section 4, and Seller shall fail, is unable or refuses to satisfy such objections by the expiration of the Inspection Period (as the same may be extended), Purchaser may either: (i) terminate this Agreement by giving written notice of such termination to Seller on or before 5:00 p.m. on the last day of the Inspection Period (as extended, if applicable), whereupon this Agreement shall thereafter be null and void except as expressly provided for herein, and all Earnest Money shall be returned to Purchaser; or (ii) waive any such objections to title and survey. If Purchaser fails to give notice under (i) above, Purchaser is deemed to have elected to proceed under clause (ii) above. The foregoing elections shall be the Purchaser's sole remedies in the event of a failure of title as described in this paragraph.

5. REPRESENTATIONS AND WARRANTIES. Seller does hereby warrant and represent to Purchaser as follows:

(a) Seller has full power and authority to enter into this Agreement and to assume and perform all of Seller's obligations hereunder. The execution and delivery of this Agreement and the performance by Seller of his obligations hereunder have been duly authorized by such action as may be required, and no further action or approval is required in order to make this Agreement a binding and enforceable obligation of Seller. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the Seller does not and will not conflict with or result in the breach of any condition or provision of, or constitute a lien, charge or encumbrance upon the property or assets of Seller by reason of the terms of any contract, mortgage, lien, lease, indenture, instrument, or judgment to which Seller is a party or which is or purports to be binding upon Seller or which affects Seller; and no action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid contract, binding upon Seller in accordance with its terms.

(b) Seller holds fee simple and indefeasible title to the Property and shall convey the Property to Purchaser at Closing, by Limited Warranty Deed, free and clear of all restrictions, encumbrances, liens, easements, Uniform Commercial Code financing statements, security interests, leases, exceptions or reservations of any kind and character other than the following which said Property is subject to such easements, restrictions of record, zoning ordinances and other land use controls imposed by any public authority and all other matters of public record, which are acceptable to Purchaser, in its sole discretion.

(c) Seller has not received any notice of, any actual or threatened action, litigation or proceeding (including, but not limited to condemnation) by any organization, person, individual, or governmental agency against Seller or the Property.

(d) Seller has received no notice and is not aware of any default or breach under any of the covenants, conditions, restrictions, rights-of-way or easements affecting the Property or any portion thereof.

(e) Seller has not received notice of any disputes concerning the location of the boundary lines and corners of the Property.

(f) Seller has not received written notice of any violation of any applicable laws pertaining to health or the environment (such laws as they now exist or are hereafter enacted and/or amended are hereinafter sometimes collectively called “Environmental Laws”), including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called “CERCLA”), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called “RCRA”), all applicable state and local statutes and any and all regulations, rules and ordinances promulgated pursuant thereto, as each of said laws and regulations may be amended from time to time. The use which Seller makes and intends to make prior to the Closing of the Property will not result in the disposal or other release of any hazardous or toxic substances or solid wastes on, to or from the Property.

(h) Seller has received no notice that the Property is affected by the presence and/or harmful effects of any asbestos, toxic, or hazardous substances, wastes or materials as defined or regulated by applicable federal, state, or local laws. Seller has no actual knowledge, without independent investigation of the presence of any underground storage tanks presently existing or previously existing on or under the Property or that the Property has at any time been operated as a dry cleaner facility or used for the manufacturing, sale, storage, exchange or disposal of toxic, hazardous substances, wastes or materials as defined or regulated by applicable federal, state, or local laws. The Seller has provided or will provide to Purchaser immediately upon execution of this Agreement true, correct and complete copies of all environmental reports in Seller’s possession or control relating to the Property, together with all exhibits, addenda, amendments and modifications thereto.

The foregoing representations and warranties are true as of the date hereof and shall be true as of the Closing, unless specifically disclosed otherwise in writing to Purchaser prior to the Closing.

7. BROKERAGE COMMISSION. No Broker commissions are to be paid in connection with the transaction contemplated herein. The parties agree that the services of a broker were not used for any part of this transaction.

8. CLOSING.

(a) Unless extended in writing by agreement of the parties or as otherwise provided in this Agreement, Purchaser and Seller shall consummate and close the sale contemplated by this Agreement on or before December 31, 2024 (herein, the “Closing Date”). Purchaser may, in its discretion, waive the Inspection Period and proceed immediately to Closing.

(b) Purchaser shall pay the cost of recording the Limited Warranty Deed, Purchaser's attorneys' fees, the cost of any survey obtained by Purchaser, obtaining a title examination of the Property, title insurance premiums and all recording costs except those specifically allocated to Seller.

(c) At the Closing, Seller shall deliver to Purchaser the following documents:

(1) Limited Warranty Deed (herein, the "Deed") from Seller conveying good and indefeasible fee simple title to the Property to Purchaser as provided in and required by this Agreement. Notwithstanding anything contained herein or in the Limited Warranty Deed, in the event of any breach of the limited warranty of title contained in the deed, Seller's maximum liability hereunder or under the Limited Warranty Deed shall be capped at \$6,000.00. Any claims against title must be brought within one (1) year of the Closing Date. The provisions of this Section shall survive Closing.

(2) Owner's Affidavit executed by Seller and containing such representations as Purchaser's title insurance company shall reasonably require, plus such other documents as shall be reasonably required by the Title Company, including a Certificate of Non-Foreign Status, Affidavit of Seller's Residency, and 1099-S.

(3) An executed Closing Statement, in a form reasonably acceptable to Purchaser and Seller.

(e) At the Closing, Purchaser shall deliver to Seller the following:

(1) A sum equal to the purchase price as provided in Section 2 of this Agreement, minus any Seller expenses, costs, or charges, as provided herein.

(2) An executed Closing Statement, in a form reasonably acceptable to Purchaser and Seller.

10. RISK OF LOSS. Seller shall bear all risk of condemnation and of loss, damage, or destruction to the Property prior to the closing, other than such damage as may be caused by Purchaser's inspection activities, said damage to be restored by Purchaser pursuant to Section 3 above.

11. DEFAULT.

(a) By Seller. In the event, by the Closing Date or such earlier date as provided herein, any of the requirements, covenants, or agreements of Seller as provided herein are not fully performed or satisfied, or in the event any material warranties and representations of Seller are materially inaccurate or untrue, or in the event the purchase and sale of the Property pursuant hereto is otherwise not closed and consummated through default by Seller, then Purchaser, at its option and as its sole and exclusive remedy, may either enforce specific performance of this Agreement or elect to terminate this Agreement and in the event of the latter event, receive a full refund of any earnest

money and/or the costs of the title examination, and neither Seller nor Purchaser shall have any further rights, duties, obligations, or liabilities hereunder except as expressly provided for herein.

(b) By Purchaser. In the event any of the requirements or agreements of Purchaser as provided in this Agreement are not fully performed or satisfied as provided herein for any reason other than default by Seller hereunder, or the purchase and sale of the Property pursuant to this Agreement is not closed and consummated through default by Purchaser, then complete liquidated damages for such default of Purchaser as the sole remedy of Seller for any such default by Purchaser shall be \$500.00, whereupon neither of the parties hereto shall thereafter have any further rights, duties, obligations, or liabilities hereunder whatsoever except as expressly provided for herein. The parties acknowledge and agree that the liquidated damages are not intended as a penalty but as a reasonable estimate of Seller's damages which damages are difficult to ascertain.

12. MISCELLANEOUS.

(a) Date of Agreement. The date of this Agreement, for purposes of performance, shall be regarded as the date when the last one of the Seller or Purchaser has signed this Agreement.

(b) Notices. Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be deemed to have been given when (i) when delivered personally, or (ii) two (2) day following deposit in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, or (iii) on the business day following deposit with a recognized overnight courier service (such as FedEx), to the addresses set forth below or such other addresses as are specified by written notice delivered in accordance herewith:

Seller: City of Norcross
Attn: Eric Johnson
65 Lawrenceville Street Norcross, GA 30071

Copy to: Thompson, O'Brien, Kappler & Nasuti, P.C.
Attn: J. Patrick O'Brien, Esq.
2 Sun Court, Suite 400
Peachtree Corners, GA 30092

Purchaser: Techie Homes, Inc. [Having trouble finding the entity—need to confirm spelling]

Any notice given in accordance with this provision shall be deemed received and effective as of the delivery date on the signed receipt.

(c) Law to Govern. This Agreement shall be construed and interpreted under the laws of the State of Georgia.

(d) No Waiver. The failure of either party to exercise any power given any party under or to insist upon strict compliance by either party of its obligations hereunder shall not constitute a waiver of either party's right to thereafter demand exact compliance with the terms hereof.

(e) Entire Agreement; Modification. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect. No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and is executed by all of the parties to this Agreement.

(f) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

(g) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one instrument.

(h) Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(i) Captions. Captions and headings throughout this Agreement are for convenience and reference only, and they shall not define, limit, modify, or add to the interpretation or meaning of any provisions of this Agreement or in any way affect the scope, intent, or effect of this Agreement.

(j) Additional Instruments. The parties hereto shall execute and deliver any and all additional documents, certifications, or other instruments and perform any and all additional actions as shall be necessary to give full effect to and complete the purpose and intent of this Agreement.

(k) Time is of the Essence. Time is of the essence in this Agreement and each of the covenants and provisions contained herein.

(l) Assignment. Purchaser shall have the right to have title to the Property taken in the name of a designee or nominee, or to assign its rights and obligations hereunder without the prior consent of, but with notice to, Seller. In the event of any such assignment (i) Purchaser shall give notice to Seller thereof not later than one (1) day prior to the date of Closing, (ii) such assignee shall

expressly agree, for the benefit of Seller, to assume and perform the obligations of Purchaser hereunder, whether arising before or after the date of such assignment, and (iii) no such assignment shall relieve the named Purchaser of its obligations under this Agreement, and the named Purchaser shall keep, observe and perform all of the agreements conditions, covenants and terms of this Agreement on the part of "Purchaser" to be kept, observed and performed and shall be, and become, jointly and severally liable with its assignee for the non-performance thereof.

[Signatures contained on following page]

IN TESTIMONY WHEREOF, Seller and Purchaser have each executed this Agreement under seal as of the date of execution set forth beside each signature, with the date of the Agreement being as defined in Section 12(a) hereof.

BUYER ACKNOWLEDGES AND AGREES THAT THIS DOCUMENT IS TO BE CONSTRUED SOLELY AS AN OFFER TO SELL OR EXCHANGE REAL PROPERTY WITH THE CITY OF NORCROSS AND IS SUBJECT TO FINAL APPROVAL BY THE MAYOR AND CITY COUNCIL AFTER A PUBLIC VOTE AT WHICH POINT IT WILL BE BINDING.

PURCHASER:

Date of Execution

_____ (Seal)

TECHIE HOMES, INC.

SELLER:

CITY OF NORCROSS, a municipality
organized and existing under the laws of the
State of Georgia

Date of Execution

By: ____ (Seal)

CRAIG NEWTON, Mayor

IN TESTIMONY WHEREOF, Seller and Purchaser have each executed this Agreement under seal as of the date of execution set forth beside each signature, with the date of the Agreement being as defined in Section 12(a) hereof.

SELLER ACKNOWLEDGES AND AGREES THAT ANY AGREEMENT REACHED WITH THE CITY'S DESIGNATED REPRESENTATIVE IS NOT A COMMITMENT BY THE CITY OF NORCROSS TO PURCHASE OR OFFER PROPERTY IN EXCHANGE FOR THE REAL PROPERTY TO BE ACQUIRED AS DESCRIBED HEREIN. THIS DOCUMENT IS TO BE CONSTRUED SOLELY AS AN OFFER TO SELL OR EXCHANGE REAL PROPERTY WITH THE CITY OF NORCROSS AND IS SUBJECT TO FINAL APPROVAL BY THE MAYOR AND CITY COUNCIL AFTER TWO PUBLIC HEARINGS.

11/13/2024

Date of Execution

PURCHASER:

DS



11/13/2024

TECHIE HOMES, INC.

Signed by:

Techie Homes Inc, CEO Booker Washington

8E320914C4A9474...

SELLER:

CITY OF NORCROSS, a municipality
organized and existing under the laws of the
State of Georgia

Date of Execution

By: ____ (Seal)

CRAIG NEWTON, Mayor



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

Agenda Report

To: Mayor and Council

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

Meeting Date: December 2, 2024 – Voting Session

Item No.: Floor Item No. 1

Title: Execution of Second Amendment to Purchase and Sale Agreement for 65 N. Peachtree (the Norcross Woman's Club/Library)

CC: Eric Johnson, City Manager

Recommendation

Authorize the Mayor to execute the Second Amendment to the Purchase and Sale Agreement and other necessary documents to facilitate the closing of 65 North Peachtree Street.

Background

On October 8, 2024, Council approved the Purchase and Sale Agreement (the "PSA") for the property located at 65 North Peachtree, the Norcross Woman's Club. The PSA authorized the acquisition for a purchase price of \$480,000, subject to due diligence. Since then, the City has performed inspections of the Property and has negotiated a price reduction to \$450,000. The Second Amendment reflects that price reduction and sets a closing date of on or before December 18, 2024.

Financial Impact:

The Purchase Price will be funded with general revenue funds. Funds from other real estate transactions are expected to provide a funding source once executed.

Consistent with Comprehensive Plan?

1. Maintains a Vibrant Economy and Continue to Facilitate Job Growth
- 2.

Attachments

1. Second Amended PSA

Next Steps

Authorize the Mayor to execute the Second Amendment to the Purchase and Sale Agreement and other necessary documents to facilitate the closing of 65 North Peachtree Street.

STATE OF GEORGIA
GWINNETT COUNTY

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

(Preservation Organization as Seller)

THIS SECOND AMENDMENT TO THE PURCHASE AND SALE AGREEMENT (the "Amendment") is made and entered into by and between the City of Norcross (the "Purchaser"), and The Georgia Trust for Historic Preservation, a nonprofit corporation organized under the laws of the State of Georgia (the "Seller"). The Amendment amends and modifies as provided herein that Purchase and Sale Agreement dated October 21, 2024 (the "Original PSA") and the subsequent amendment(s) to that Agreement.

The following sections of the Original PSA are amended and restated as provided below. Any defined term herein shall be applied to the Original PSA as if defined therein. Any section not explicitly amended herein shall remain enforceable as if fully stated herein.

AMENDED SECTIONS

Section 2. PURCHASE PRICE AND METHOD OF PAYMENT. Subject to credits, adjustments and prorations for which provisions are hereinafter made in the Agreement, the total purchase price for the Premises to be paid by Purchaser and received and accepted by Seller is FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000), which purchase price shall be paid by Purchaser to Seller in the following manner:

Earnest Money in the amount of TEN THOUSAND DOLLARS (\$10,000) has been paid by Purchaser to Seller (the "Earnest Money"). Such payment shall be credited to and considered as payment of part of the total purchase price for the Premises at the time of and upon consummation of the closing hereunder (hereinafter defined and hereinafter referred to as the "Closing").

The balance of the total purchase price after credits, adjustments and prorations, shall be paid to Seller by Purchaser in cash or by federal funds wire transfer at the time of Closing.

Section 9. CLOSING DATE. The Closing shall take place on or before December 18, 2024 at the offices of Fryer, Shuster, Lester & Pollack, PC, 1050 Crown Pointe Parkway, Suite 410, Atlanta, Georgia 30338. The time and date of the closing shall be finally determined by the parties based on the availability of the Closing attorney and the parties.

WWM
11/22/24

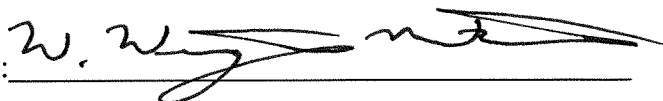
DATED this ____ day of December, 2024, which is the date this Agreement has been signed by whichever of Purchaser or Seller is the last to sign this Agreement. All references to the “date of this Agreement” or similar references shall mean this date.

SELLER:

THE GEORGIA TRUST FOR HISTORIC
PRESERVATION

11/22/24

Date Signed by Seller

By: 

W. Wright Mitchell

President & CEO

PURCHASER:

THE CITY OF NORCROSS

Date Signed by Purchaser

By: _____

Craig Newton

Mayor of the City of Norcross, Georgia