

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Agenda

Monday, September 15, 2025

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Marshall Cheek

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Bruce Gaynor

Live Stream Here:

<https://youtube.com/live/xjAWkOBR8XU?feature=share>

A. Roll Call (recorded)**B. Citizen Input****C. Board Updates**

* Discovery Garden Park Board – Chair Paul Sumner

D. General Updates

* Norcross Power Operational Update - Jim Trupiano

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

The Mayor and Council will Consider appointments to the following Boards, Commissions, and Authorities:

* Discovery Garden Park Board

* Norcross Housing Authority

* Norcross Public Arts Commission

H. Items for Discussion**1. [25-7442](#) Request for City Sponsorship for Paint Love Mural at Norcross Elementary School**

A recommendation that the City of Norcross contribute \$2,000 in sponsorship of the Paint Love mural at Norcross Elementary, supporting both the students' creativity and the city's legacy of community pride.

[Agenda Report - Request for City Sponsorship for Paint Love Mural at Norcross Elementary](#)

[CON Community Request for Funding Form](#)

[Norcross Elementary Mural Project - Paint Love](#)

[Wall Photo View 1](#)

[Wall Photo View 2](#)

2. [25-7443](#) Restoration of "Greetings from Norcross" Mural with Historical Update

Approve the removal and reinstallation of the "Greetings from Norcross" mural at 7 Jones Street (Savage Pizza wall), replacing the cotton gin image in the first "R" with Clara Nesbit, at a total project cost of \$2,000.

[Agenda Report - Restoration of "Greetings from Norcross" Mural with Historical Update](#)

[Proposed Greetings Mural](#)

[Clara Nesbitt Image](#)

[About Clara Nesbit - Mural Context](#)

[Current Greetings Mural](#)

3. [25-7434](#) **REZ2025-003 636, 646, 656, 658 West Peachtree Street**
Creation of a new 21-lot single family detached Planned Residential Development (PRD) with 21 cottage style homes.

[Agenda Report - REZ2025-003 636, 646, 656, 658 West Peachtree Street](#)

[RZ2025-003 Staff Report](#)

[RZ2025-003 Rezoning Application](#)

4. [25-7444](#) **The Crossing Lease Renewal Agreement**
Approve lease renewal agreement for The Crossing between the City of Norcross and Luis Fernandez, 40 South Peachtree Street, Norcross GA, 30071.

[Agenda Report - The Crossing Lease Renewal Agreement](#)

[New Proposed Lease Agreement with Exhibits](#)

[Previous Lease Agreement Oct 2019](#)

5. [25-7445](#) **Pay Range Shift FY2025-2026**
Approve a shift in current pay ranges (minimum and maximum) for the classification system of 2%, to facilitate pay ranges not falling significantly behind those of jurisdictions with which the City competes to attract and retain employees.

[Agenda Report - Pay Range Shift FY2025-2026](#)

[Proposed Pay Scale](#)

6. [25-7446](#) **City of Norcross City-Wide ACS Upgrade (Phase 1)**
A recommendation to replace the City of Norcross's current, outdated, and intermittently functional access control system with a modern, up-to-date, and comprehensive access control system.

[Agenda Report - City-wide ACS Upgrade \(Phase 1\)](#)

[Updated City-Wide ACS Upgrade with the new card readers](#)

7. [25-7447](#) **Norcross Power Feasibility Study**
Authorize Norcross Power to perform a feasibility study with MEAG for a high-density load on Lively St. This study includes preliminary engineering and provides project cost estimates. The study will take 90 days and cost \$25,000.

[Agenda Report - Norcross Power Feasibility Study](#)

[Norcross Power Operational Update Sept 2025 v1](#)

8. [25-7448](#) **Appointment of an Advisory Committee to Consider Accessory Dwelling Unit Text Amendments**
Consider the appointment of an advisory committee to discuss and provide direction for the amendment of UDO Code Sections 201 and 202 relating to accessory dwelling units.
[Agenda Report - Consideration of the Appointment of an Advisory Committee to Consider Accessory Dwelling Unit Text Amendments](#)
9. [25-7449](#) **Safe Streets for All (SS4A) Safety Action Grant Execution**
 1. Authorize the execution of a grant agreement with the United States Department of Transportation (US DOT) for the development of a Safe Street for All (SS4A) Planning and Demonstration project to create a Safety Action Plan for the City of Norcross, subject to final review by the City Attorney's office and authorize the Mayor to sign all related documents.
 2. Also, further authorize the City Manager's office to issue an RFP for services related to the creation of the Safety Action Plan at the appropriate time.
[Agenda Report - Safe Streets for All \(SS4A\) Safety Action Grant Execution](#)
[693JJ32540860 - City of Norcross](#)
[SS4A FY 24 Terms and Conditions](#)
[SS4A FY 24 Exhibits](#)
10. [25-7450](#) **Norcross Ready to Ride: Safe Cycling to School Initiative**
Consider the following recommendations to advance the Norcross Ready to Ride: Safe Cycling to School Initiative:
 - Norcross leverage recent surveyed data and potential conduct a new survey to engage community.
 - Norcross Police Department, in conjunction with an external traffic engineer, to conduct safety audit of current most used routes or provide guidance on optimal route and sign locations.
 - Norcross declare itself a "Ready to Ride" City and create policy and supporting ordinances to support Safe Cycling to local Schools.
 - Norcross follow community best practices such as "Bikes May Use Full Lane" Signs with potential of combined Painted or Marked Bike symbols or physical infrastructure.
[Agenda Report - Norcross Ready to Ride: Safe Cycling to School Initiative](#)
11. [25-7451](#) **Thrasher Park Amphitheater String Lighting**
Approve the installation of String Lighting at Thrasher Park Amphitheater.
[Agenda Report - Thrasher Park Amphitheater String Lighting](#)
[Layout Concept-Thrasher Park Amphitheater String Lighting](#)
[Vendor Quote 1 - Cater 1 Enterprises](#)
[Vendor Quote 2 - The Outdoor Lights Inc.](#)
[Vendor Quote 3 - Divine Lightscapes LLC.](#)

12. [25-7452](#) **Installation of Overhead Fan in Thrasher Park Amphitheater**
Discuss the installation of an 8-foot industrial diameter fan in the Thrasher Park Amphitheater.
[Agenda Report - Installation of Overhead Fan in Thrasher Park Amphitheater](#)
[Overhead Fan Estimates](#)
[Photos-Fan Thrasher Park](#)
13. [25-7453](#) **Ability to Vote on Select Items at Policy Work Sessions**
Direct the City Manager and City Attorney to bring back a recommendation on ordinance changes that would allow the City Council to vote on select items at its monthly Policy Work Session rather than carry them forward to the monthly Regular Mayor and Council Meeting, or hold a special called meetings for the same purpose.
[Agenda Report - Ability to vote on select items at Policy Work Sessions](#)
14. [25-7454](#) **Converting from a Commercial Land Use to Residential**
Discuss transitioning the city's commercial-dedicated properties to residential use, its impact on the city's economics, how it shapes a live/work/play culture, and identify and implement steps now to ensure the city remains vibrant 50 years from today.
[Agenda Report - Converting from a Commercial Land Use to Residential](#)
15. [25-7365](#) **City Manager Follow-Up and Prioritization on Mayor and Council-Initiated Requests**
A discussion allowing the Mayor and Council the opportunity to share any outstanding requests, expectations, or follow-up items they would like the City Manager to be aware of or prioritize.
[Agenda Report - Monthly report on Requests and Inquiries - September PWS](#)
16. [25-7455](#) **Development of a Sidewalk Inventory**
Direct staff to determine the need for an updated inventory of sidewalks within the City including those that are the responsibility of the City of Norcross, of the Georgia Department of Transportation (GDOT) and of the Gwinnett County Department of Transportation. The inventory should also identify where there are current gaps in sidewalks, and recommendations for a funding strategy for maintenance – to address any maintenance backlog, and ongoing maintenance needs.
[Agenda Report - Development of a Sidewalk Inventory](#)
[Norcross Sidewalk Gap Inventory, August 2019](#)
17. [25-7456](#) **Contribution to Norcross High School Football**
Consider approval of a contribution of up to \$5,000 in support of the Norcross High School Football team in the form of paying costs for team helmets.
[Agenda Report - Contribution to Norcross High School Football](#)
[Request for Funding Form - Norcross High School Football](#)
- I. **Adjourn to Executive Session for Personnel, Real Estate, or Legal**
J. **Signed by:** _____ **Mayor Craig Newton**
K. **Attest:** _____ **Monique Philip, City Clerk**



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

City of Norcross

Legislation Details (With Details)

File #:	25-7442	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/15/2025 6:30 PM	In Control:	Policy Work Session
Title:	Request for City Sponsorship for Paint Love Mural at Norcross Elementary		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Norcross Elementary – seeking sponsorship for Paint Love Mural](#)
2. [CON Community Request for Funding Form](#)
3. [Norcross Elementary Mural Project - Paint Love](#)
4. [Wall Photo View 1](#)
5. [Wall Photo View 2](#)

Title

Request for City Sponsorship for Paint Love Mural at Norcross Elementary

Drafter

Elizabeth Simpson and Bobbie Adamczyk



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: Liz Simpson – Chair of Norcross Public Arts Commission
 Bobbie Adamczyk – Art Teacher at Norcross Elementary School

Meeting Date: September 15, 2025 – Policy Work Session (PWS)

Item No.: 25-7442

Title: Request for City Sponsorship for Paint Love Mural at Norcross Elementary

CC: Eric Johnson, City Manager

Recommendation

A recommendation that the City of Norcross contribute \$2,000 in sponsorship of the Paint Love mural at Norcross Elementary, supporting both the students' creativity and the city's legacy of community pride.

Background

Norcross Elementary, located in the heart of Historic Norcross and proudly carrying the city's name, plays a vital role in shaping the lives of our youngest residents. Yet, there is often a sense of distance between the school and the broader community, as many citizens are unaware of the important work taking place just next door.

To help bridge this gap, Norcross Elementary Art Teacher and former NPAC board member, Bobbie Adamczyk, is partnering with Paint Love to create a legacy mural designed and inspired by the students. The mural, prominently visible from Born Street, will not only stand as a bright and welcoming beacon to the community but will also provide the students with a daily source of pride, joy, and inspiration as they see their creativity reflected in their school environment.

Financial Impact

A contribution of \$2,000 from the City of Norcross will help make the student-designed mural a reality, ensuring the children of Norcross Elementary can enjoy their artwork for years to come. Beyond covering project costs, this investment will strengthen the bond between the city and its youngest residents, closing cultural and socioeconomic divides while showcasing the city's commitment to creativity, inclusivity, and community pride. The partnership with Paint Love will also bring positive visibility and recognition to the City of Norcross. <https://www.gopaintlove.org/projects>

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
4. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

CON Community Request for Funding Form
 Norcross Elementary Mural Project - Paint Love
 Wall Photo View 1
 Wall Photo View 2



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

City of Norcross Community Request for Funding Form

Please complete the following form, giving as much information as possible.

Section 1: Contact Information

Name of organization:	Norcross Elementary School (Art Club)
Address:	150 Hunt Street, Norcross GA 30071
Main contact:	Bobbie Adamczyk
Position in organization:	Art Education Specialist
Address (if different from above):	
Email:	bobbie.adamczyk@gcpsk12.org
Daytime telephone number:	770-789-3231

Section 2: About your organization

- 2.1 Is this organization a registered non-profit organization? Yes ☐ No ☒
If not, does your organization have a constitution/rules that it follows? Yes* ☐ No ☒
If yes, please include a copy with your application.

2.2 Who does this organization support/benefit?

The elementary students of Norcross

Note: The City of Norcross aims to support charities, non-profit organizations, and community groups.

2.3 What are the aims of this organization and what kind of activities/projects does it run?

Norcross Elementary School aims to create a learning environment that encourages creativity, critical thinking, and academic excellence. The school's vision is to be a world-class institution where educators cultivate successful, motivated, lifelong learners who become responsible citizens. Norcross Elementary Art Club is a group of fourth and fifth graders who practice using their time and talents in their own learning

2.4 Description of how the Donation Request Amount will be of benefit to the Norcross Community?

This initiative is designed to engage our students, driven by our fourth and fifth grade art club members, Ms. Adamczyk and Paint Love, in the co-creation of a nature-themed mural on one of our outdoor retaining walls. The mural will reflect the heart of our school community, emphasizing student voice, belonging, and pride. It is a project rooted in healing, collaboration, and creative empowerment not only for our students

Section 3: The Need

3.1 How much funding is the organization requesting for the Donation?

2000.00

3.2 Does this Funding from the City of Norcross include Sponsorship for the organization? Yes ☐ No ☒
If yes, please explain the current sponsorship display format:

Section 4: Confirmation

4.1 For our information, please specify where you heard about the City of Norcross funding initiative:

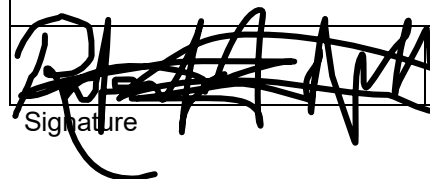
An e-mail

For us to process your application, please ensure you have:

- Answered all questions on this form
- Signed the form
- Enclosed a copy of your constitution/non-profit designation if necessary

By signing below, you are confirming:

- You have read and understood the City of Norcross Funding Request Guidelines.
- All the information supplied in this donation application is correct.
- The Management Committee (or equivalent) of the organization has agreed to the submission of this application.

	Roberta (Bobbie) Adamczyk	9/12/2025
Signature	Print Name	Date

City of Norcross Administrator only: Verifies that a City of Norcross Admin has reviewed this application form.

Signature	Print Name	Date



Norcross Elementary School

Schoolwide Collaborative Mural

H.1.1.b



PROJECT PROPOSAL OVERVIEW

Norcross Elementary School, a Title I public school in Gwinnett County serving over 800 students in grades Pre-K through 5, wishes to transform a 175-foot retaining wall near its bus port into a vibrant exterior mural that reflects the heart of its community. To bring this vision to life, Norcross Elementary hopes to partner with Paint Love, an Atlanta-based nonprofit that provides trauma-informed, accessible arts programming for youth facing poverty and adversity. Paint Love collaborates with schools and community organizations to design inclusive art experiences that center student voice, foster belonging, and build lasting impact.

Through this partnership, students will co-design the mural, sharing ideas, exploring themes, and contributing to the creative direction. Once the design is finalized, every student will have the opportunity to participate in painting the mural, transforming the wall into a living legacy of creativity, pride, and shared ownership.

As a Title I school with an incredibly diverse population, creativity and connection are vital. The final mural will feature uplifting messages and natural elements that celebrate the school's values and cultural richness. By engaging students in both the design and creation process, Norcross Elementary aims to cultivate a sense of belonging and empowerment that will echo far beyond the wall itself.

KEY PARTNERS

Norcross Elementary School art teacher Bobbie Adamczyk, Ed.S. will lead the project. She has made a lasting impact in Norcross through her leadership of the Mitchell Road Mosaic Mural project, which united over 1,000 students, families, and community members in a vibrant celebration of art and connection. Spanning 130 feet and featuring more than 125 mosaic disks, the mural showcases seasonal colors and local wildlife, with each piece created through inclusive workshops across schools and community spaces.

Paint Love is a nonprofit organization bringing extraordinary arts programming to schools and nonprofit partners, empowering kids through creative projects that are artist-led and shaped by trauma-informed standards. Since 2014, Paint Love has served more than 45,000 young people together with 150+ schools and community partners. While art is the vehicle, the soul of our work is showing children that their voice matters, their ideas are important, and their actions can make a difference in shaping the future.

PROPOSED TIMELINE

- Fundraising & Planning - Fall 2025
- Mural Installation & Celebration - Spring 2026

PROPOSED PROJECT BUDGET

\$10,000*

** Price estimate includes design concept, design mural execution, student involvement, facilitation and overall project management by Paint Love as well as all supplies, equipment and installation.*



H.1.d

Attachment: Wall Photo View 2

Packet Pg. 10





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

City of Norcross

Legislation Details (With Details)

File #:	25-7443	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/15/2025 6:30 PM	In Control:	Policy Work Session
Title:	Restoration of “Greetings from Norcross” Mural with Historical Update		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Restoration of “Greetings from Norcross” Mural with Historical Update](#)
2. [Proposed Greetings Mural](#)
3. [Clara Nesbitt Image](#) Clara Nesbitt Image
4. [About Clara Nesbit - Mural Context](#)
5. [Current Greetings Mural](#)

Title

Restoration of “Greetings from Norcross” Mural with Historical Update

Drafter

Elizabeth Simpson



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

AGENDA REPORT

To: Mayor and Council

From: Liz Simpson – Chair of Norcross Public Arts Commission

Meeting Date: September 15, 2025– Policy Work Session (PWS)

Item No.: 25-7443

Title: Restoration of “Greetings from Norcross” Mural with Historical Update

CC: Eric Johnson, City Manager

Recommendation

Approve the removal and reinstallation of the “Greetings from Norcross” mural at 7 Jones Street (Savage Pizza wall), replacing the cotton gin image in the first “R” with Clara Nesbit, at a total project cost of \$2,000.

Background

The “Greetings from Norcross” mural has become both a community landmark and a popular photo backdrop for visitors. Installed as a vinyl wrap seven years ago, the mural is now showing signs of deterioration, including fading and peeling. Both residents and city leadership have expressed support for NPAC to coordinate the needed repairs.

In addition, NPAC considered community input encouraging the inclusion of a historic female figure in the mural. After research and board discussion, NPAC voted to update the first “R” in *NORCROSS*, which currently depicts the old cotton gin building, with an image and story of Clara Nesbit. Nesbit was a trailblazing educator in Gwinnett County who dedicated decades to teaching children, offering piano lessons, and providing literacy support to African American men at a time when such opportunities were scarce. She was also a strong advocate for women’s suffrage and civil rights, using her voice to champion equality and education as cornerstones of progress. Her enduring influence is honored today through the naming of Nesbit Elementary School.

Including Clara Nesbit in the mural ensures that her story becomes a visible and celebrated part of Norcross’ cultural landscape, reflecting the City’s values of education, diversity, and community pride.

The material for the mural will be donated by ARLON; design updates generously donated by graphic designer Chris Hanna and partner Jamie Kasman. Precision Digital will manage the removal and reinstallation of the mural.

Financial Impact

\$2,000, covering printing and labor.

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
4. Maintains a Vibrant Economy and Continue to Facilitate Job Growth
6. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

Proposed Greetings Mural

Clara Nesbitt Image

About Clara Nesbit – Mural Context

Current Greetings Mural

Greetings from



N O R C R O S S





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Clara Nesbit

"Miss Clara" taught from the 1920s to the 1960s. She rewarded students with a year-end luncheon at her home, where she also gave piano lessons and taught adults to read. Civic minded and active in the League of Women Voters, she worked to advance women's rights. Nesbit Elementary School honors her legacy.

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Attachment: Current Greetings Mural (25-7443 :



N O R C R O S S





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

City of Norcross

Legislation Details (With Details)

File #:	25-7434	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/15/2025 6:30 PM	In Control:	Policy Work Session
Title:	REZ2025-003 636, 646, 656, 658 West Peachtree Street		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - REZ2025-003 636, 646, 656, 658 West Peachtree Street](#)
2. [RZ2025-003 Staff Report](#)
3. [RZ2025-003 - Rezoning Application](#)

Title
REZ2025-003 636, 646, 656, 658 West Peachtree Street

Drafter
David Versel



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: David Versel, Economic Development Director

Meeting Date: September 15, 2025 – Policy Work Session (PWS)

Item No.: 25-7434

Title: REZ2025-003 636, 646, 656, 658 West Peachtree Street

CC: Eric Johnson, City Manager

Recommendation

Consider a recommendation of approval from the Planning and Zoning Board by a vote of 4-0 on the zoning component of REZ2025-003, the adoption of zoning standards under the existing Planned Residence District (PRD) for the property located at 636 West Peachtree Street, 646 West Peachtree Street, 656 West Peachtree Street, 658 West Peachtree Street, and parcel 6253 288, with the following conditions:

1. The PRD zoning designation shall be restricted to a single-family development up to a maximum of 21 units;
2. The property shall be developed in general conformance with the site plan dated receipt 05/16/2025;
3. To address the potential sidewalk and landscape strip requirement challenges, applicant to contribute a fee-in-lieu toward a sidewalk improvement fund;
4. All common areas, including but not limited to storm water systems, shall be maintained by the HOA;
5. It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks and minor adjustments to the site concept plan shall be approved by the Community Development Director in response to Gwinnett County comments is allowed;
6. Subject to Gwinnett County Water and Sewer comments and recommendations;
7. Plant material use on site in landscape strips and buffers are subject to final approval of the City's Arborist;
8. Location of stormwater detention is subject to the approval of the City Engineer;
9. All utilities shall be buried;
10. The development shall comply with the Architectural Review Board's conditions of approval. Any changes to previously approved plans shall be subject to the formal advertising and review process of the Architectural Review Board.

11. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report;

Background

The subject parcels, formerly owned by the City of Norcross, were zoned Planned Residence District as part of the creation of the Unified Development Ordinance in 2019. The applicant responded to the city's Request for Proposal (RFP #ED 24-08) to develop the property. The applicant was selected as the winning bidder by the City of Norcross and subsequently closed on the acquisition of the property from the City in November 2024.

The applicant seeks site plan approval for a 21-unit cottage-style single-family development on a 1.67-acre Planned Residence District (PRD) site, comprised of five assembled parcels. The net density is 12.57 units per acre, which rounds up to 13 units per acre. As a note, the City's RFP document stated that the site was 1.73 acres in size – this was an estimate based on GIS data and was not calculated from a boundary survey. The 21-unit concept plan was based on this lot size, which would have resulted in a net density of 12.14 units per acre, which rounds down to 12 units per acre. The site is located within the Hopewell Woods character area, which envisions a maximum residential density of 12 units per acre.

The development features perimeter setbacks of 25 feet adjacent to West Peachtree Street, 15 feet adjacent to the eastern and western property lines, and 20 feet at the northern rear boundary. The site plan includes 36 surface level parking spaces, 24-foot-wide drive aisles, and 5-foot-wide sidewalks throughout the community connecting residents to a mail kiosk and amenity area. A trash collection hub is located near the entrance off West Peachtree Street. Valet trash service will be provided daily, with staff collecting trash and bringing it to the designated trash collection hub. The HOA will manage trash collection and fees, with weekly pickups from at least 10 bins located at the hub.

The Gwinnett County Department of Water Resources is required by Georgia Environmental Protection Division to provide reasonable protection for water facilities. According to the requirements, a six (6') foot fence topped with barbed wire is necessary adjacent to the existing water facility. Additionally, landscaping restrictions apply to ensure the fencing remains accessible and visible. The existing sidewalk adjacent to West Peachtree Street is four (4') feet wide. The applicant has expressed concerns with having to reengineer stormwater drainage underneath those sidewalks to widen the proposed sidewalks to five (5') feet.

The 21 cottage-style homes will feature a mix of one-story (6 units) and two-story (15 units) designs, with a starting price range of \$215,767 to \$225,575. The homes will be a minimum of 624 square feet. The design of these proposed homes was the subject of an Architectural Review Board (ARB) review on July 15 and August 19, 2025 and was approved by the ARB at the August 19, 2025 meeting with 12 conditions – these are presented in the attached Staff Report.

Financial Impact

Residential property taxes will increase from the development of this property. Current scope of impact to City revenues are unknown at this time.

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
4. Maintains a Vibrant Economy and Continue to Facilitate Job Growth
5. Ensures that Norcross Residents have a Variety of Attainable, Quality Housing Options

Attachments

1. Staff Report Package
2. Rezoning Application

Next Steps

Mayor and Council Voting Session, October 6, 2025, at 6:30 PM



Meeting Date: 9/3/2025 at 6:30 PM	Petition Number: REZ2025-003
Project Type:	New single-family residential development
Property Location:	636 West Peachtree Street, 646 West Peachtree Street, 656 West Peachtree Street, 658 West Peachtree Street
Tax Parcel ID:	6253 028, 6253 027, 6253 026, 6253 262, 6253 288
Petitioner:	Booker Washington of Techie Homes
Petitioner's Request:	Creation of a new 21-lot single family detached Planned Residential Development (PRD) with 21 cottage style homes
Recommendation:	Approval with conditions

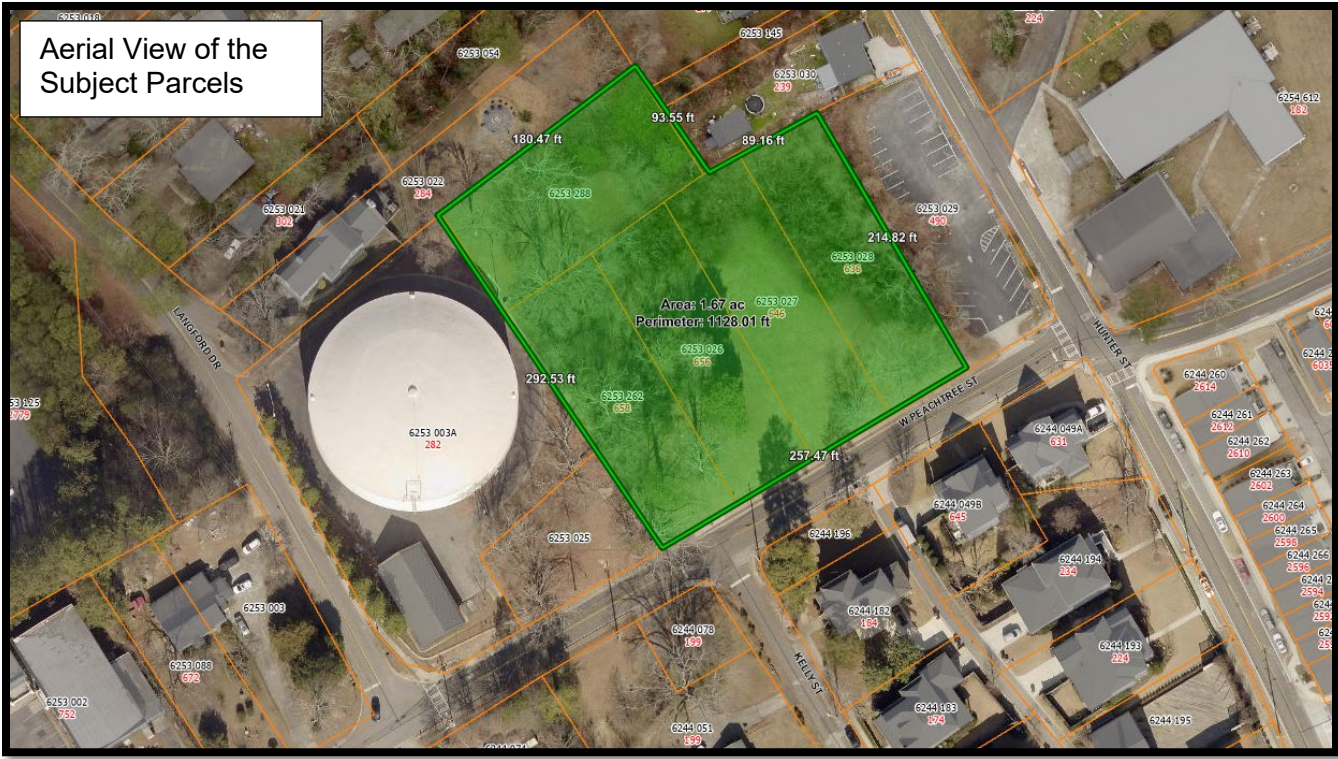
Summary

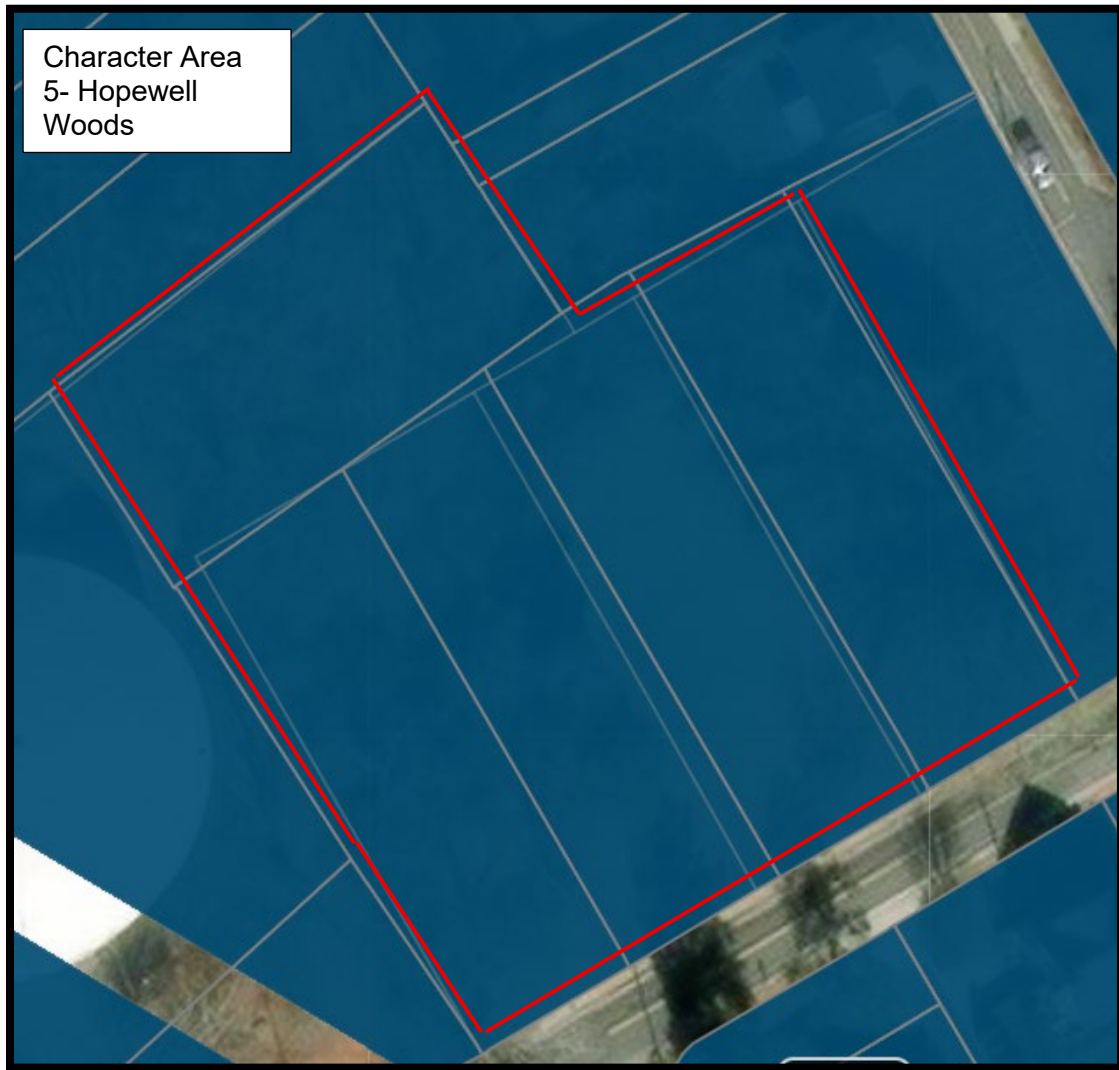
The applicant seeks site plan approval for a 21 unit cottage-style single-family development on a 1.67-acre Planned Residence District (PRD) site, comprised of five assembled parcels.

Timeline

The Norcross UDO Section 104-3.B requires rezoning applications for Planned Residence District (PRD) to first be reviewed by the Architectural Review Board, followed by Planning and Zoning Board, Mayor and Council's policy meeting and the Mayor and Council's regular meeting for final action. Below is the proposed schedule of dates.

Board	Meeting Type	Meeting	Meeting Time	Room
ARB	Hearing	7/15/2025	6:00 PM	2nd Floor Conference Room
ARB	Hearing	8/19/2025	6:00 PM	2nd Floor Conference Room
P&Z	Hearing	9/3/2025	6:30 PM	2nd Floor Conference Room
MCC Policy	Meeting	9/15/2025	6:30 PM	2nd Floor Conference Room
MCC Regular	Hearing	10/06/2025	6:30 PM	Council Chambers





Attachment: RZ2025-003 Staff Report (25-7434 : REZ2025-003 636, 646, 656, 658 West Peachtree Street)

PROPERTY INFORMATION			
636 West Peachtree Street, 646 West Peachtree Street, 656 West Peachtree Street, 658 West Peachtree Street, and parcel 6253 288 Norcross, GA 30071			
Zoning & Land Use			
Current Zoning: PRD	Requested Zoning: N/A	Acreage: 1.67 acres	2045 Comprehensive Plan Designation: Hopewell Woods
Estimated Dimensions			
As this is a proposal for a PRD development, proposed lot and building dimensions vary.			
Existing Lot Dimensions:	The 1.67-acre development is an assemblage of five (5) parcels		
Building Dimensions:	According to the concept plan, minimum heated floor area is 624 square feet		
500ft Adjoining Parcels: Developments, Zoning & Uses			
North	R-75 Single Family Residences		
South	R-75 and R-60 Single Family Residences		
East	PRD Surface Level Parking owned by Hopewell Missionary Baptist Church		
West	PRD Gwinnett County Water Tower Facility		
Topography			
Topography:	High Point: Approximately the middle of the subject parcels Low Point: Northside		
Elevation:	High Point: 1074 Low Point: 1056		
Encumbrances:	N/A		

Background

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

Applicant's Request

The applicant seeks site plan approval for a 21-unit cottage-style single-family development on a 1.67-acre Planned Residence District (PRD) site, comprised of five assembled parcels. The net density is 12.57 units per acre.

Existing Conditions

The 1.67 acre site, comprising of five (5) parcels zoned Planned Residence District, is situated with four (4) parcels fronting directly on West Peachtree Street. The property falls within the Hopewell Woods future land use designation. There is an existing sidewalk along West Peachtree Street adjacent to the proposed development.

Project Description

Request for Proposal

The subject parcels, formerly owned by the City of Norcross, were zoned Planned Residence District as part of the creation of the Unified Development Ordinance in 2019. The applicant responded to the city's Request for Proposal (RFP #ED 24-08) to develop the property.

Concept Plan Description

The 21-cottage home development on a 1.67-acre site features perimeter setbacks of 25 feet adjacent to West Peachtree Street, 15 feet adjacent to the eastern and western property lines, and 20 feet at the northern rear boundary. The site plan includes 36 surface level parking spaces, 24-foot-wide drive aisles, and 5-foot-wide sidewalks throughout the community connecting residents to a mail kiosk and amenity area. A trash collection hub is located near the entrance off West Peachtree Street.

Proposed Waste Management Plan

Valet trash service will be provided daily, with staff collecting trash and bringing it to the designated trash collection hub. The HOA will manage trash collection and fees, with weekly pickups from at least 10 bins located at the hub.

Fencing Requirements adjacent to existing Water Facility

The Gwinnett County Department of Water Resources is required by Georgia Environmental Protection Division to provide reasonable protection for water facilities. According to the requirements, a six (6') foot fence topped with barbed wire is necessary adjacent to the existing water facility. Additionally, landscaping restrictions apply to ensure the fencing remains accessible and visible.

Existing Sidewalk adjacent to West Peachtree Street

The existing sidewalk adjacent to West Peachtree Street is four (4') feet wide. The applicant has expressed concerns with having to reengineer stormwater drainage underneath those sidewalks to widen the proposed sidewalks to five (5') feet.

Architectural Review Component

The 21 cottage-style homes will feature a mix of one-story (6 units) and two-story (15 units) designs, with a starting price range of \$215,767 to \$225,575. The homes will be a minimum of 624 square feet. The design of these proposed homes was the subject of an Architecture Review Board review on July 15 and August 19, 2025. The Architectural Review Board recommended the following 12 conditions for consideration of approval of this request (elevations reviewed are provided later in this report):

1. No elevation shall be the same as that of any adjacent home.
2. Units facing West Peachtree Street:
 - Rear elevations will have a gable over the door.
3. Unit to the left of the entrance will be mirrored so that side elevation with gable is facing West Peachtree Street.
4. Some kind of trash enclosure is required.
5. Two brick options:
 - Canyon Brick/Shale Brown
 - General Shale/Midtown Mist
6. Siding options: Listed on page 24 of agenda (August 19th ARB agenda).
7. Gable options: Listed on page 30 and 21 of agenda (August 19th ARB agenda).
8. Paint color options: Listed on page 24 and 30 (August 19th ARB agenda).
9. Shingles: Charcoal Grey
10. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance. The applicant and/or builder is responsible for conforming with any specific design standard or UDO code section not addressed in the staff report and Architectural Review Board approval.
11. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing.
12. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

ZONING ANALYSIS

Current Zoning

The subject parcels are zoned PRD (Planned Residence District). To the south, the zoning is R-75 and R-60 and that area consists of single-family residential uses developed as a traditional neighborhood design. To the north, the zoning is R-75 and that area consists of single-family residential uses. To the west, the zoning is PRD and that area consists of an undeveloped parcel and a Gwinnett County Water Tower facility. To the east is a surface level parking lot that is owned by Hopewell Missionary Baptist Church.

Zoning Request

The Planned Residence District (PRD) is intended to allow higher density and contain housing types allowed by the character area of the parcel. The Hopewell Woods Character Area where these parcels are located allows for medium density residential development at a density of up to 12 units per acre. The applicant is seeking to utilize the PRD (planned residential development) zoning designation to allow site plan flexibility but is proposing detached single-family homes as the land use, which is a permitted use. The proposed density is 12.57 units per acre for a total of 21 units. The total site acreage is 1.67. The overall density for a development in the PRD District is determined by an approved site plan for new development.

The applicant **proposes** the following development standards as shown on the site plan dated receipt May 16, 2025:

- Perimeter Front setback: 25 feet
- Perimeter Side setback: 15 feet
- Perimeter Rear setback: 20 feet
- Parking ratio: 36 surface level parking spaces are provided for
- Density: 12.57 units per acre
- Height: 1 to 2 stories
- Landscape strips: Required with sidewalk
- Buffers: Reductions requested as part of site plan review.

The UDO requires a 20-foot transitional buffer between R75 Zoning Districts and PRD. However, the applicant is not required to follow the buffer standards provided by the UDO within the PRD Zoning District. Developments approved through legislative review and tied to an approved concept plan will follow the buffers laid on that plan.

2045 Comprehensive Plan Analysis

The 2045 Comprehensive Plan, the “Comp Plan”, is a document that reflects the wishes of the community as acknowledged and adopted by the Mayor and Council. The Comp Plan contains four sections to determine the appropriateness of a zoning action. Those sections are: 1) Table 2.1 a matrix that depicts land uses by character area, 2) specific visions for each of the twelve-character areas, 3) the overarching policy goals for the city, and 4) Land Use Definitions. The subject parcels fall within Character Area 5, Hopewell Woods.

A. Land Uses by Character Area

The Hopewell Woods Character Area outlines appropriate scale of development and land use policies, including, ‘Planned residential communities offering a variety of housing options.’

Taken from Table 2.1, the following uses are either specifically detailed in the character area description or considered appropriate according to the matrix:

Appropriate Land Uses for Character Area 5 – Hopewell Woods	
Low Density Residential	Parks and Recreation
Medium Density Residential	Mixed-use (vertical)
Planned Residential Community (mixed housing types allowed)	Places of assembly
Skilled nursing facilities (no rehab)	Transportation, communication and utilities
Neighborhood level commercial, studio, or office (<5,000 sf)	

B. Policy Goals

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

- *Policy 1-3: Support opportunities for infill development that reflects the neighborhood character.*
- *Policy 5-1: Accommodate the housing needs of a diverse population by supporting the development of a variety of residential types and densities based on land use patterns.*

C. Character Area Vision

The Hopewell Woods Character Area contains four points that support the area’s vision of which the following applies:

- *Residential areas have a traditional design*
- *A mix of housing types accommodate varied incomes and life stages (young, singles, families, empty-nesters, etc.)*
- *Townhomes and other medium-density housing types create a transition from single-family neighborhoods*
- *High-end infill development provides housing options for working professionals.*

D. Land Use Definition

Planned residential community – a residential development whose essential features are a definable boundary, and a consistent, but not necessarily uniform character. Such developments may include a variety of housing types and typically share common recreational

amenities, private covenants, conditions, and restrictions enforced by a homeowners' association

Standards Governing the Exercise of Zoning Power

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

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

The request to approve the proposed site plan for the construction of 21 single-family homes within the PRD zoning district is suitable based on the existing uses of adjacent and nearby properties. Although denser than the surrounding residential land uses, this proposed single-family development is aligned with adjacent uses. The proposed development creates a transition from the single-family uses in the area.

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

The land use itself would likely not adversely impact existing uses or usability of adjacent properties, beyond the additional trips created from new homes on a historically vacant property.

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

The subject property has reasonable economic use under its current zoning of PRD. This site could be developed, as zoned, with any allowed uses under the PRD zoning district.

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

Staff does not foresee any excessive or burdensome use of existing streets, transportation, utilities, and schools based on the comments received by the different Gwinnett County Departments.

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

The subject site is located within the Hopewell Woods Character Area, which continues to develop as a mixed-use area- with a diversity of housing types, institutional and office uses as well as limited commercial to support residents and area employees. It allows a variety of residential housing options, as part of a planned residential development. The proposed medium density development creates a transition from the single-family neighborhoods in the immediate area. The proposed single-family project is considered infill and will provide more housing options to the Norcross community, meeting the intent of the Comprehensive Plan.

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

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

Conclusion

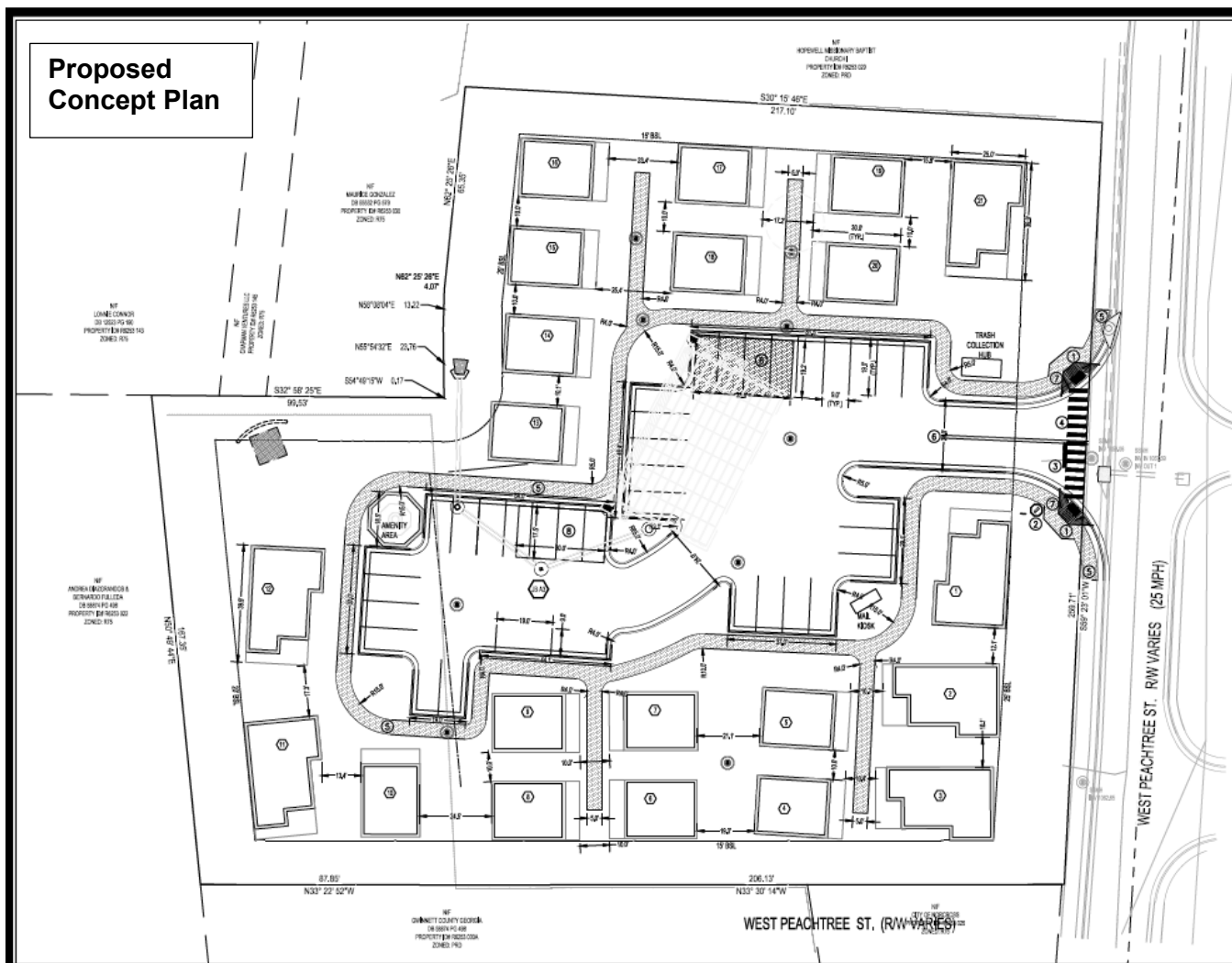
The submitted application meets the comprehensive plan expectations as noted by the previously mentioned appropriate land uses, policy goals, and vision in Sections A-C; the proposed development appears to meet the presented policy goals in Section C and it meets planned residential community definition.

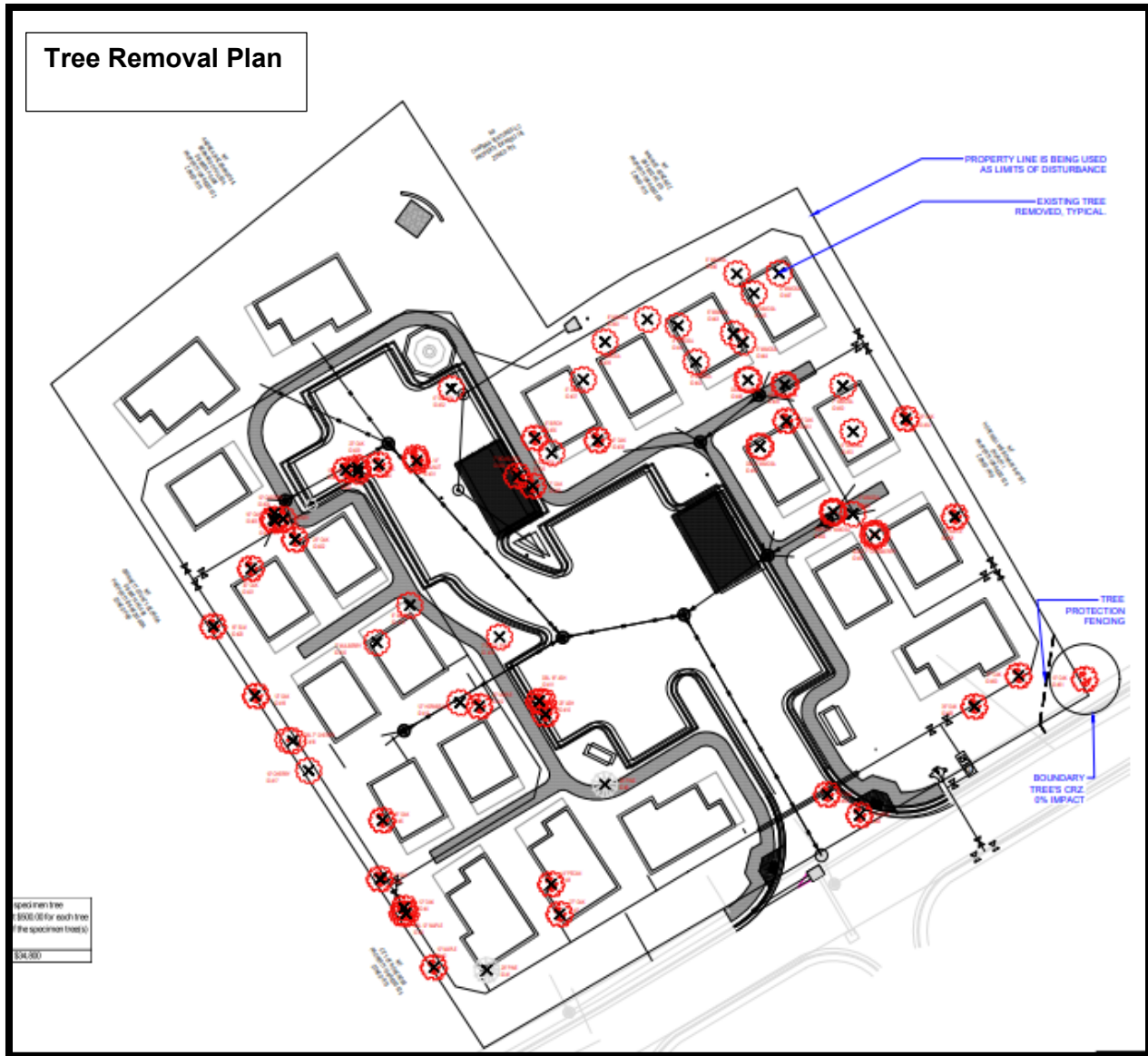
Recommendation

Staff recommends **approval** of the zoning component of RZ2025-003, the adoption of zoning standards under the existing Planned Residence District (PRD) for the property located at 636 West Peachtree Street, 646 West Peachtree Street, 656 West Peachtree Street, 658 West Peachtree Street, and parcel 6253 288

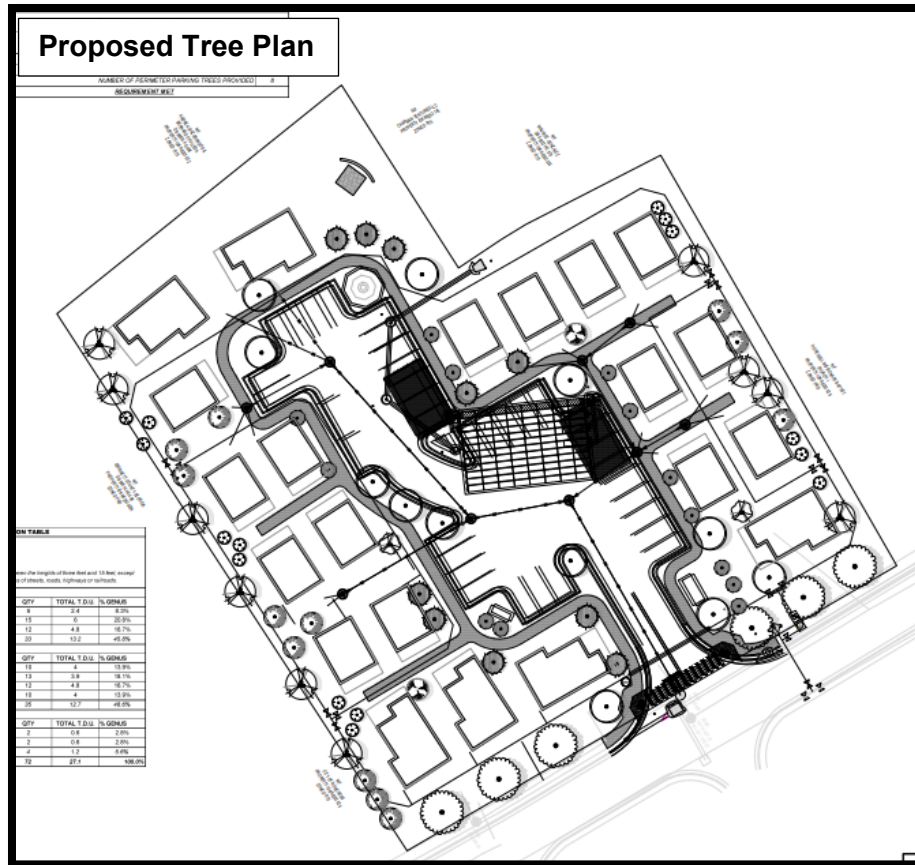
, with the following conditions:

1. The PRD zoning designation shall be restricted to a single-family development up to a maximum of 21 units;
2. The property shall be developed in general conformance with the site plan dated receipt 05/16/2025;
3. To address the potential sidewalk and landscape strip requirement challenges , applicant to contribute a fee-in-lieu toward a sidewalk improvement fund;
4. All common areas, including but not limited to storm water systems, shall be maintained by the HOA;
5. It is acknowledged that the Gwinnett County Fire Marshal or another reviewing agency may require modifications to the site for oversized vehicles such as fire and garbage trucks and minor adjustments to the site concept plan shall be approved by the Community Development Director in response to Gwinnett County comments is allowed;
6. Subject to Gwinnett County Water and Sewer comments and recommendations;
7. Plant material use on site in landscape strips and buffers are subject to final approval of the City's Arborist;
8. Location of stormwater detention is subject to the approval of the City Engineer;
9. All utilities shall be buried;
10. The development shall comply with the Architectural Review Board's conditions of approval. Any changes to previously approved plans shall be subject to the formal advertising and review process of the Architectural Review Board.
11. The applicant is reminded that this approval assumes general conformance with the adopted City of Norcross Architectural and Site Design Standards and Unified Development Ordinance (UDO). The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report;





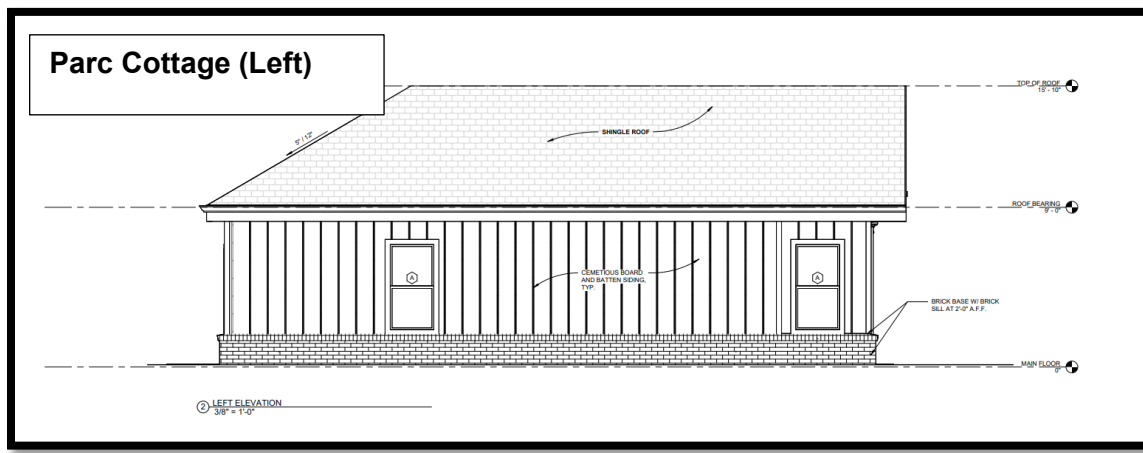
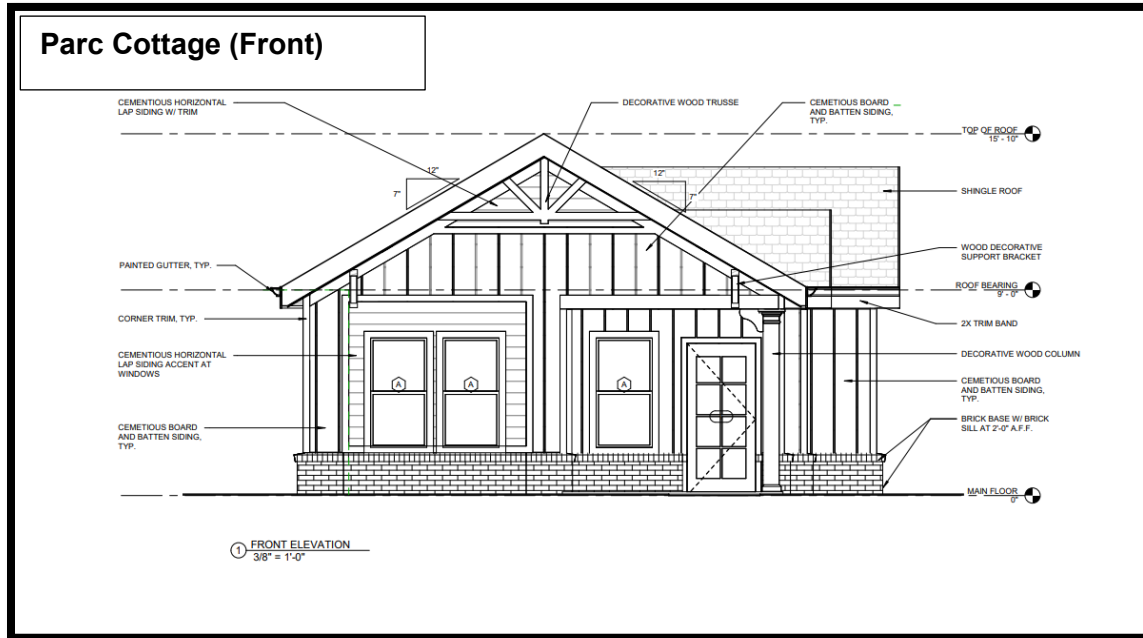
Attachment: RZ2025-003 Staff Report (25-7434 : RZ2025-003 636, 646, 656, 658 West Peachtree Street)



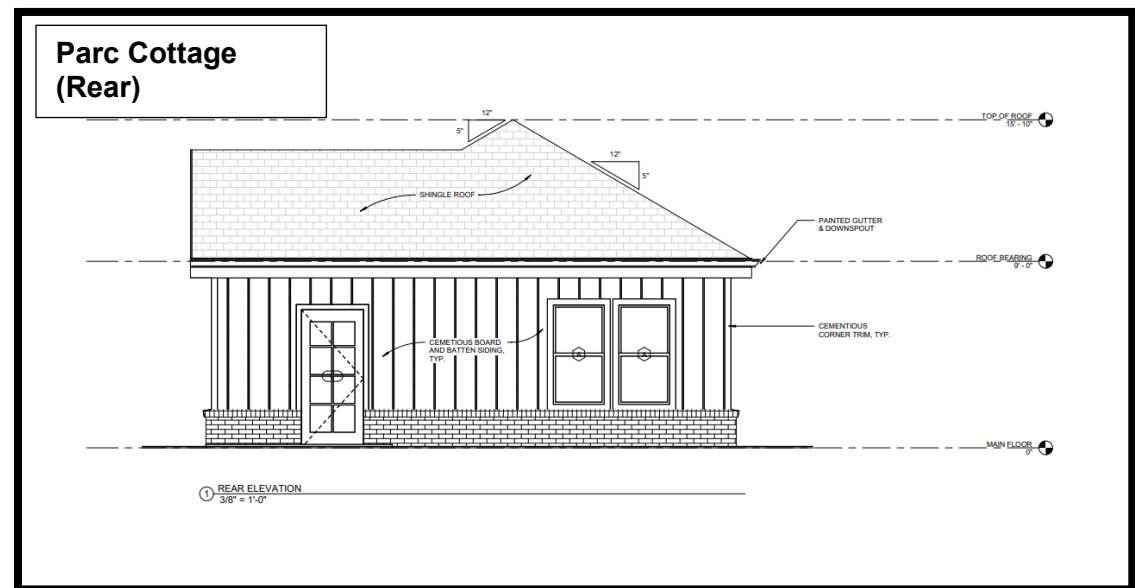
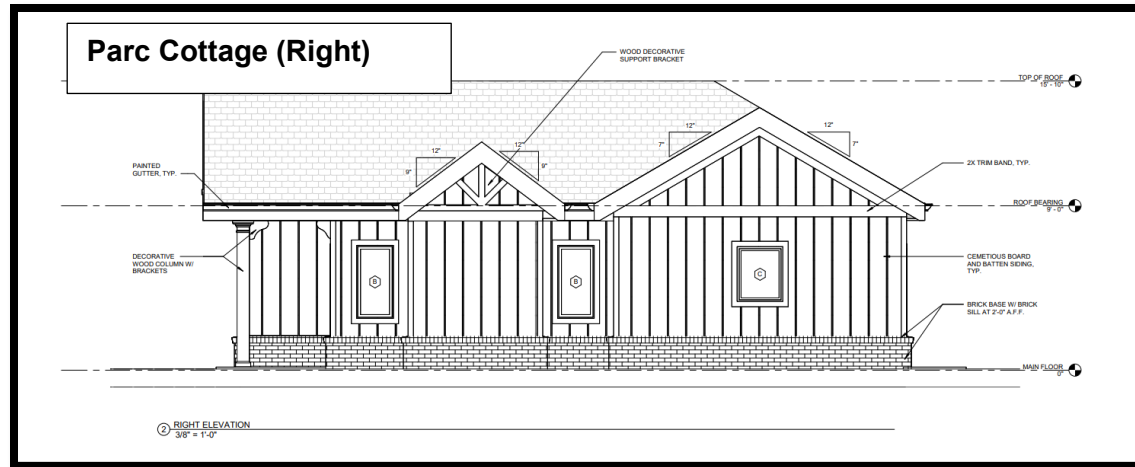
Plant Schedule					
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
TREES					
	6	Cladrastis kentuckia / American Yellowwood	B & B	3"Cal	
	15	Liquidambar styraciflua "Slender Silhouette" / Slender Silhouette Sweet Gum	B & B	3"Cal	
	12	Liriodendron tulipifera "Arnold" / Arnold Tulip Poplar	B & B	3"Cal	
EVERGREEN					
	10	Ilex x attenuata "Fosteri" / Foster's Holly	B & B	3"Cal	8'-10' HT
	13	Juniperus virginiana "Brodie" / Brodie Eastern Redcedar	15 gal	2"Cal	6'-8' HT.
	12	Magnolia grandiflora "Little Gem" / Little Gem Dwarf Southern Magnolia	B & B	3"Cal	10' HT. MIN.
	10	Magnolia virginiana / Sweetbay Magnolia	B & B	3"Cal	10' HT. MIN.
UNDERSTORY					
	2	Amelanchier arborea / Downy Serviceberry	15 gal	2"Cal	6'-7' HT. MIN.
	2	Chionanthus virginicus / White Fringetree	15 gal	2"Cal	
SHRUBS					
	6	Buddleja x "Miss Molly" / Miss Molly Butterfly Bush	3 gal		
	41	Distylium x "BLDY01" / Jewel Box™ Distylium	3 gal		
	17	Hydrangea arborescens "Annabelle" / Annabelle Hydrangea	5 gal		
	11	Hydrangea macrophylla "Bailmer" / Endless Summer® The Original Hydrangea	5 gal		
	28	Hydrangea quercifolia "Ruby Slippers" / Ruby Slippers Oakleaf Hydrangea	3 gal		
	9	Ilex glabra "Shamrock" / Shamrock Inkberry Holly	3 gal		
	42	Ilex vomitoria "Schillings Dwarf" / Schillings Dwarf Yaupon Holly	3 gal		
	58	Muhlenbergia capillaris / Pink Muhly Grass	1 gal		
	75	Rhododendron x "Robleg" / Autumn Angel® Encore® Azalea	3 gal		

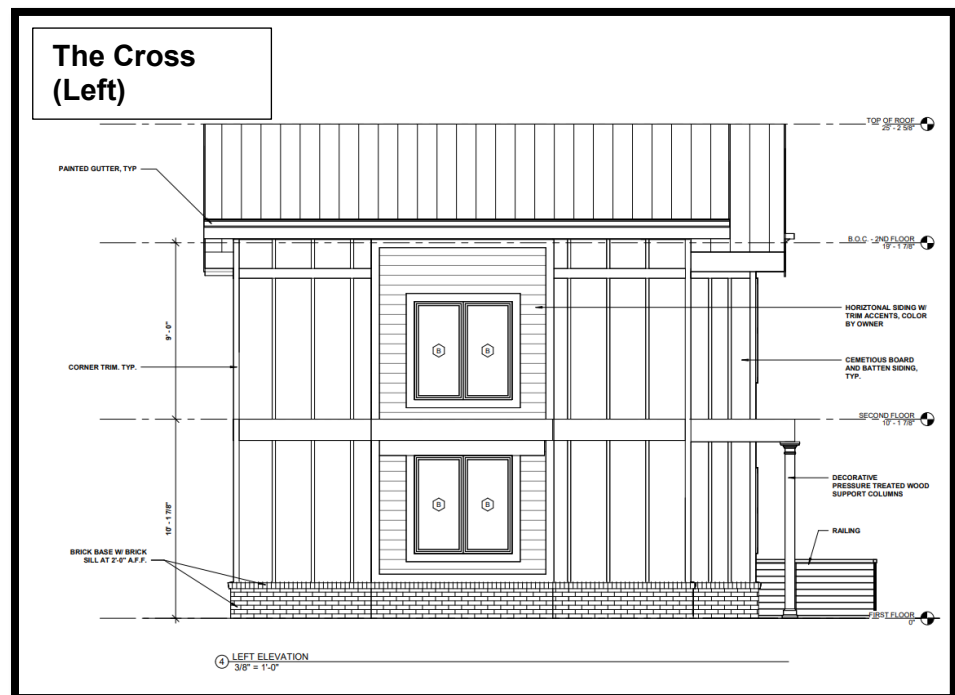
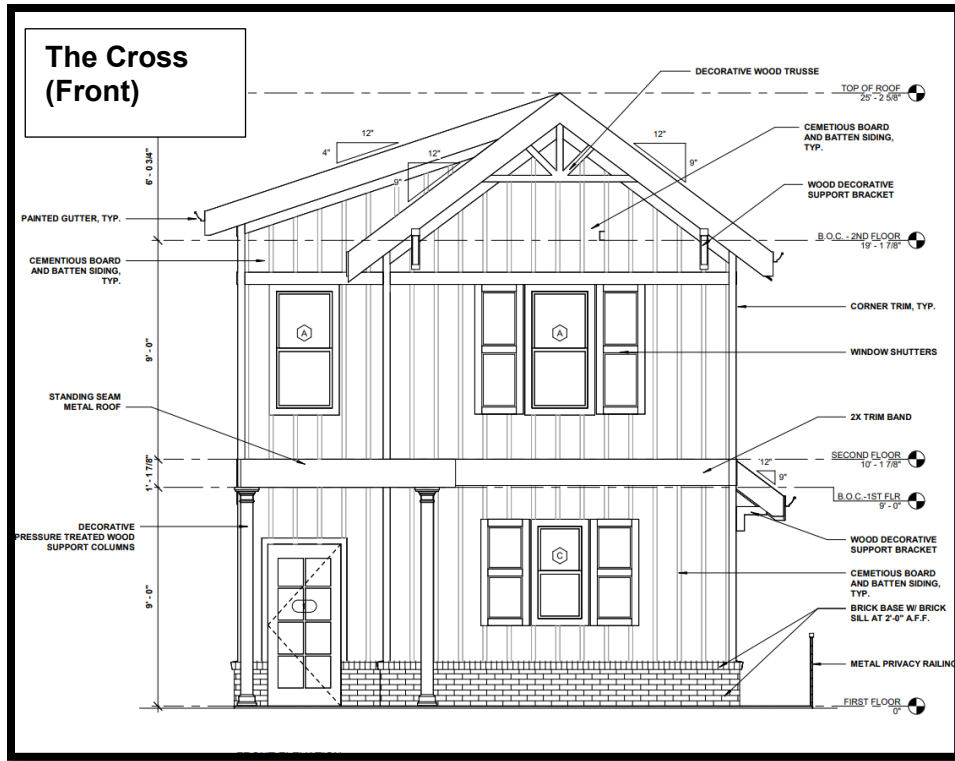
Elevations

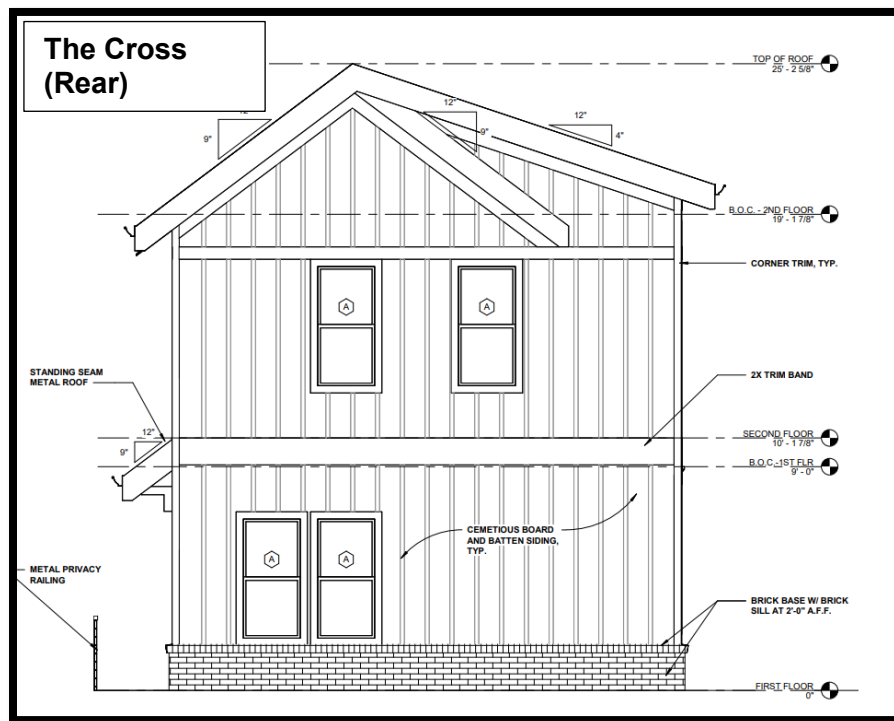
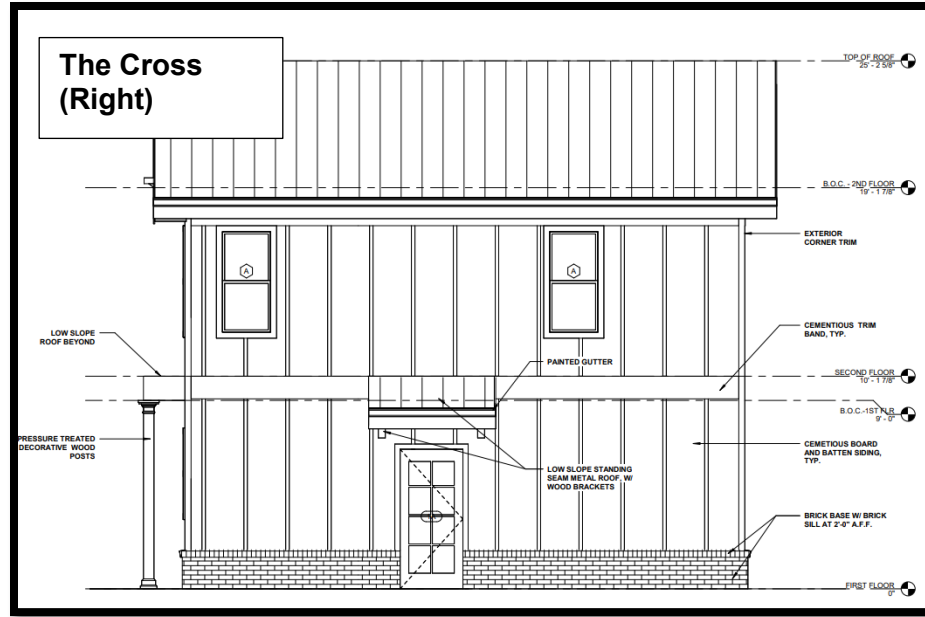
The following pages include front, right, left, and rear facades for each proposed home, as well as the proposed finishes.



Attachment: RZ2025-003 Staff Report (25-7434 : REZ2025-003 636, 646, 656, 658 West Peachtree Street)







Page 24 from ARB Agenda Packet



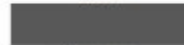
Exterior



Paint Colors



Light French Gray
(Base)



Peppercorn
(Trim)



Alabaster
(Base)



Peppercorn
(Trim)

Siding Colors



Vintagewood Black



Vintagewood Poplar



Vintagewood Cedar



Vintagewood Bark







REZONING APPLICATION

PROPERTY OWNER'S INFORMATION

Owner's Name:

Techie NPC Ltd. Liability Co

Owner's Address:

730 Peachtree St

City: Atlanta

State: GA

Zip Code: 30308

Phone: 7705709449

Cell Phone: 7705709449

Email: booker@techie-homes.com

APPLICANT'S CONTACT INFORMATION

Applicant's Name:

Booker T Washington

Applicant's Address:

730 Peachtree St.

Suite: 530

City: Atlanta

State: Ga

Zip Code:

30308

Phone: 7705709449

Cell Phone: 7705709449

Email: booker@techie-homes.com

PROPERTY LOCATION

Tax Parcel Number(s): 6253- 028 027 056 262 288 **Size in acres:** 1.68

Size in acres: 1.68

Address(es): 646 W Peachtree St. 636 W. Peachtree 656 W. Peachtree 658 W. Peachtree

Number of existing structures: 0

Number of parking spaces: 40

PROPOSED USE

Current Zoning: PRD

Requested Zoning: PRD

Date of Pre-Application Mtg: April

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

Comp Plan Designation: N/A If No, Comp Plan Amendment is required

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

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

Proposed Use Details:

The development is a proposed 21 Cottage Home Community pursuant to city sponsored RFP for

ITEMS THAT MUST ACCOMPANY APPLICATION

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

REVISED FEBRUARY 2024

Attachment: RZ2025-003 - Rezoning Application (25-7434 : REZ2025-003 636, 646, 656, 658 West Peachtree Street)

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

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

Signed by:  50048B0C5F6549A	8/27/2025
Signature of Applicant	Date

CITY USE ONLY. DO NOT WRITE BELOW
Date received: _____ Application Number: _____ Fee Paid: _____

Notes: _____

DEADLINE AND HEARING SCHEDULE
See calendar on the Community Development website for pre-application conference deadlines, application submission deadlines and scheduled meeting dates.

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

Concept Plan Checklist

1. An application shall be accompanied by a concept plan if any new construction or alteration of the site is proposed.
2. A concept plan may be prepared by a professional engineer, a registered land surveyor, a landscape architect, a land planner or any other person familiar with land development.
3. The concept plan shall be drawn on a boundary survey of the property. The boundary survey shall have been prepared by a Georgia registered land surveyor and meet the requirements of the State of Georgia for such a map or plat under O.C.G.A. 15-6-67(b).

The concept plan shall show the following:

1. Zoning district classification of the subject property and all adjacent properties, and zoning district boundaries if they cross the property.
2. Man-made features within and adjacent to the property, including existing and future right-of way of streets, pavement width and street names; political boundary lines; and other significant information such as location of bridges, utility lines, existing buildings to remain, and other features as appropriate to the nature of the request.
3. Natural features, such as the 100-year flood plain, and protected wetlands and stream buffers required under the Buffers, Landscaping and Tree Conservation Article of this Ordinance.
4. Proposed use of the property.

The proposed project layout including:

1. For residential subdivisions, and office or industrial parks, approximate lot lines and street right-of-way lines, along with the front building setback line on each lot.
2. For multi-family and nonresidential development projects, the approximate outline and location of all buildings, and the location of all minimum building setback lines, outdoor storage areas, dumpsters, zoning buffers, parking areas, loading stations, zoning buffers, stormwater detention facilities, and driveways, entrances and exits.
3. Name and address of the property owner.
4. Name, address, and telephone number of the applicant (if different than the owner).
5. Date of concept plan drawing, and revision dates, as appropriate.
6. Location (Land District and Land Lot) and size of the property in acres (or in square feet if less than an acre).
7. Location sketch of the property in relation to the surrounding area with regard to well-known landmarks such as arterial streets or railroads. Sketches may be drawn in freehand and at a scale sufficient to show clearly the information required, but not less than 1 inch equal to 2,000 feet. US. Geological Survey maps may be used as a reference guide for the location concept.
8. A statement as to the source of domestic water supply.
9. A statement as to the provision for sanitary sewage disposal.
10. The approximate location of proposed storm water detention facilities.
11. Such additional information as may be useful to permit an understanding of the proposed use and development of the property.

Criteria and Standards for Considering a Rezoning

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

- 1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;
- 2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
- 3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;
- 4) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;
- 5) Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan; and
- 6) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

CONFLICT OF INTEREST CERTIFICATION FOR REZONINGS

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

SIGNATURE OF APPLICANT

DATE

TYPE OR PRINT NAME AND TITLE

SIGNATURE OF APPLICANT'S
ATTORNEY OR REPRESENTATIVE

DATE

TYPE OR PRINT NAME AND TITLE

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

_____(YES or NO)

YOUR NAME

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

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

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

Attachment: RZ2025-003 - Rezoning Application (25-7434 : REZ2025-003 636, 646, 656, 658 West Peachtree Street)

USE THIS PAGE TO ADD ANY ADDITIONAL INFORMATION

Attachment: RZ2025-003 - Rezoning Application (25-7434 : REZ2025-003 636, 646, 656, 658 West Peachtree Street)



Ownership Affidavit & Designation of Agent

I. Ownership.

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

Parcel I.D. Number(s) _____

Location address: _____

for which this Application is submitted.

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

Please complete the appropriate section below:

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

☐ Individual

☐ Corporation/Limited Liability Company (LLC)

☐ Partnership

☐ Government Entity

Provide Names of Officers/Members:

Provide Names of General Partners:

Secretary of State Registration Number: _____

Name/Address of Registered Agent: _____

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

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

Owner's Agent: _____

Address: _____

Contact Person: _____ Telephone No.: _____

III. Notice to Owner.

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

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

IV. Acknowledgement.

• Individual

Signature

Print Name: _____
Address: _____
Phone #: _____

• Government Entity

Print Government Name

By: _____
Signature

Print Name: _____
Title: _____
Department: _____

• Corporation/LLC

Print Corporation/LLC Name

By: _____
Signature

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

• Partnership

Print Partnership Name

By: _____
Signature

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

NOTARY INFORMATION (Please use appropriate block.)

STATE OF GEORGIA
COUNTY OF _____

• Individual

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

• Government Entity

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

• Corporation/LLC

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

• Partnership

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

Signature of Notary _____

NOTARY STAMP:

My commission expires: _____

Print Notary Name _____ Identification Method: _____ Personally known.

Produced I.D. – Type: _____



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

City of Norcross

Legislation Details (With Details)

File #:	25-7444	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/15/2025 6:30 PM	In Control:	Policy Work Session
Title:	The Crossing Lease Renewal Agreement		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - The Crossing Lease Renewal Agreement](#)
2. [New Proposed Lease Agreement with Exhibits](#)
3. [Previous Lease Agreement Oct 2019](#)

Title
The Crossing Lease Renewal Agreement

Drafter
Len Housley



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

AGENDA REPORT

To: Mayor and Council

From: Len Housley, Director of Public Works

Meeting Date: Sept 15, 2025 – Policy Work Session (PWS)

Item No.: 25-7444

Title: The Crossing Lease Renewal Agreement

CC: Eric Johnson, City Manager

Recommendation

Approve lease renewal agreement for The Crossing between the City of Norcross and Luis Fernandez, 40 South Peachtree Street, Norcross GA, 30071.

Background

The current lease was effective 1 Oct 2019 and is currently on a month-to-month basis since 31 January 2024. The current lease agreement specifies allowance of a month-to-month use until 31 January 2029.

The new lease agreement will be effective 1 November 2025. Pricing has increased slightly with a 3% adjustment increase annually. Table of monthly rent per year is on page 5 of the agreement.

Para 6.1 was updated to add a facility maintenance “Envelope Clause” to be consistent with other City leased properties. This clause stipulates that the City will maintain the external and structural components of the building such as roof, exterior walls, structural floor beams/floor joists, concealed utility lines and pipes outside of the exterior walls of the premises, and downspouts.

Para 7.1 was updated to provide better clarity to the tenant for maintenance and improvements to leased premises.

Para 16.1 was adjusted to allow flexibility for future city parking policies if warranted.

Financial Impact

Revenue; \$8,025.00 monthly starting 1 November 2025.

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

1. Continues to define Norcross’ sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Maintains a Vibrant Economy and Continue to Facilitate Job Growth

Attachments

- New Proposed Lease Agreement with Exhibits
- Previous Lease Agreement Oct 2019

Update



LEASE AGREEMENT

The Crossing, 40 South Peachtree Street Norcross, GA. 30071

In consideration of the mutual covenants set forth herein, this Lease Agreement (hereinafter the "Lease") is made and entered into on this day of _____ day of _____, **2025**, by and between the **CITY OF NORCROSS**, a political subdivision of the State of Georgia, hereinafter referred to as "Landlord" or "City", and **LUIS FERNANDEZ** hereinafter referred to as "Tenant".

Section 1. LEASE OF PREMISES

1.1 Landlord is the owner or has controlling interest of certain real property and improvements located at **40 South Peachtree Street**, situated in the City of Norcross, County of Gwinnett, and State of Georgia (hereinafter referred to as the "Leased Premises") Landlord hereby leases to Tenant the total portion of the Premises: approximately **4120** square feet of heated floor space, **975** square feet dining unheated patio, surrounding grounds for trash and service area behind building (hereinafter referred to as the "Leased Premises"). The public bathrooms that are attached to the building are NOT part of the lease of the Leased Premises, nor are any parking spaces or parking lots adjacent to the Leased Premises. See Exhibit "A" for building and floor plan. Tenant acknowledges that it has fully inspected and accepts the Leased Premises in present and "as-is" condition as more specifically set forth below.

1.2 Landlord and Tenant acknowledge and agree that the real property upon which the Leased Premises is located is currently owned by Norfolk Southern Railway Company ("NS") and that all improvements located upon such real estate, including but not limited to the depot building, are owed by Landlord. Such real estate is currently being leased to Landlord by NS and is subject to a Lease Agreement dated **January 1, 2025**, a true and correct copy of which is attached hereto as Exhibit "B" (hereinafter the "NS Lease"). The terms of said NS Lease are hereby incorporated into this Lease as if fully set forth herein.

1.3 Said NS Lease contains an assignment clause which states that Landlord has the right to sublease the Leased Premises owned by Landlord that is located on the real property owned by NS, subject to NS's prior written consent. Landlord and Tenant agree and stipulate that this Lease is subject to and conditioned upon all of the terms and conditions imposed by NS on Landlord pursuant to the terms of said NS Lease.

Early termination of or the failure to renew the NS Lease shall also terminate this Lease or any renewal of this Lease.

Section 2. NO WARRANTIES

2.1 Landlord makes no warranty whatsoever with respect to the transferred Leased Premises, except as specifically set forth herein. Landlord makes no warranty whatsoever as to the Leased Premises, including, without limitation, any warranty as to fitness for a particular purpose or warranty of merchantability or any other warranty, express or implied, except as specifically set forth in this Lease, and the Lease of the Leased Premises is made “as is” and “where is.”

2.2 Tenant accepts the Leased Premises in the present condition as suited for the use intended by Tenant. Tenant shall throughout the term of this Lease and any renewals thereof, at its expense, keep, maintain and preserve in good order and repair the Leased Premises, including the building and other improvements now or hereafter located thereon including but not limited to all heating and air conditioning units, glass windows, fixtures, furnishings and equipment therein and agrees to return the Leased Premises and all improvements, fixtures, furniture and equipment to Landlord at expiration or prior discontinuation of this lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, or other casualty alone excepted.

Section 3. LEGAL DESCRIPTION

3.1 The Property address being known as 40 South Peachtree Street Norcross, GA, 30071, of Gwinnett County, Georgia. The Leased Premises is located in the right of way within the City of Norcross. See the attach Exhibit “A”.

Section 4. TERM

4.1 The term of this Lease shall commence on **November 1, 2025**, or such earlier date as the City and Tenant may agree and shall continue through and including the date of **October 31, 2030**, unless terminated sooner as provided for herein.

4.2 The City shall have the right to renew the term of this Lease for one (1) period of five (5) years, subject to the terms and conditions set forth in the NS Lease. Should the City elect not to renew the Lease after November 1, 2030, the Lease shall terminate absolutely and without further extensions on October 31, 2030. Should the City elect to renew the Lease after November 1, 2030, the Lease shall terminate absolutely and without further extensions on September 1, 2035.

4.3 In the event Tenant remains in possession of the Premises after the termination of this Lease, Tenant, at the option of Owner, shall be deemed to be occupying the Premises as a tenant from month-to-month, **at a monthly rental rate in effect at the time of termination as prescribed on page 5 of this agreement, and escalating annually at the rate of 3%**, subject to all of the other terms of this Lease insofar as the same are

applicable to a month-to-month tenancy.

4.4 The Term of this Lease shall be concurrent with and subject to the Term of the NS Lease. The initial term of the NS Lease ends on December 31, 2028. Should NS terminate the NS Lease or should the term of the NS Lease expire without renewal, or should the City be unable to continue the term of the NS Lease for any reason whatsoever, then the term of this Lease shall end concurrently with the term of the NS Lease.

Section 5. RIGHT OF FIRST REFUSAL TO RE-LET

5.1 After the termination of this Lease by expiration, Landlord may elect to let the Premises for lease by auction or by advertisement for sealed bids pursuant to O.C.G.A. § 36-37-6 (l), or its equivalent that may be in existence at that time. Should Landlord elect to lease the Premises by auction or sealed bids after the termination of this Lease by expiration, Tenant, if not the high bidder, shall be deemed to have offered \$1/month more than the apparent highest responsible, responsive bidder and shall have the sole right of first refusal to enter into a Lease with Landlord at the rate of \$1/month more than the apparent highest responsible, responsive bidder on the terms set forth in the advertisement for bids or in the auction materials; provided however, that nothing herein shall be deemed to require Tenant to bid on the lease of the Premises after termination of the Lease by expiration. Tenant shall forfeit his right of first refusal if this Lease is terminated for any reason other than the expiration of the term of the Lease or if the Lease is terminated for cause during any holdover period after the expiration of the term of the Lease.

5.2 Nothing in this Lease shall be deemed to require Landlord to let the Premises for lease upon the expiration or termination of this Lease. Landlord shall retain the sole right to make use of the Premises in any way it deems reasonable or appropriate upon the expiration or termination of this Lease.

Section 6. LANDLORD'S MAINTENANCE

6.1 Landlord will make all repairs to the roof, exterior walls, structural floor beams/floor joists (except windows, storefront and doors, sub-flooring and floor top covering such as tile, carpet, or wood), concealed utility lines and pipes outside of the exterior walls of the Premises, and downspouts of the Premises as may be necessary to keep such building in good condition and repair; however, if any repairs result from the negligence or willful act of Tenant or any of its agents, employees or contractors, such repairs shall be made at Tenant's sole expense. Landlord shall not be required to commence any repairs required under this Section until it is notified in writing by Tenant or otherwise that repairs are necessary, and Landlord will not have responsibility for any damages resulting from any failure to make repairs unless such damage is due to Landlord's failure to commence the repairs within a reasonable time after having received written notice that such repairs are necessary.

Section 7. MAINTENANCE AND IMPROVEMENTS TO LEASED PREMISES

7.1 Tenant agrees that it will, at all times during the term of this Lease and at its own cost and expense, keep (i) the interior of the Premises and the appurtenances thereto, including without limitation the heating system, air conditioning system, toilets, plumbing lines exclusively servicing the Premises, windows, plate glass, doors, electric lines exclusively servicing the Premises, fixtures, store front and equipment, in good condition of repair, making such replacements as may be necessary from time to time, it being expressly understood that Tenant will be obligated to make all repairs and replacements necessary to keep the Premises and the appurtenances thereto in good order; and (ii) the patio currently attached to the Premises including all enclosures, decking, roofing, and all other structural components supporting and comprising the existing patio (except that the existing siding and building envelope within the patio enclosure shall remain a Landlord obligation pursuant to Section 6); and (iii) signage, entryways, sidewalks, driveways and delivery areas immediately adjacent to the Premises clean and free from unpermitted obstruction, rubbish, dirt, snow and ice; and (iv) the Premises free from termites, insects, vermin and other pests of all kinds. In the event a presence is noticed, tenant will take prompt action to remedy.

7.2 Tenant shall employ at its own cost such pest exterminator as Landlord may direct and at such intervals as Landlord may reasonably require.

7.3 Tenant shall store all trash, rubbish and garbage in fully-closed containers and Tenant shall pay all costs incident to the removal thereof in or about the Premises. Tenant shall not burn or otherwise dispose of any trash, waste, rubbish or garbage in or about the Premises.

Section 8. SPECIFIC USE

8.1 Tenant agrees that the Leased Premises shall be used for a family restaurant and activities similarly related. Tenant agrees that it shall conduct no other business operation therein without the prior written approval of Landlord. Tenant shall be the operator of restaurant: no subleases, franchise rights or contracting out management responsibilities will be permitted.

8.2 Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemicals, or devices.

8.3 Tenant shall not mortgage or pledge the Leased Premises, lease or contract the Leased Premises as security for any debt, or incur any encumbrance that could result in a lien or claim of lien against the Leased Premises, lease, or contract.

Section 9. TENANT'S RIGHTS AND RESPONSIBILITIES PURSUANT TO THE NS LEASE

9.1 The Landlord and Tenant shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of the NS Lease Agreement apply to the Leased Premises leased hereunder, Tenant shall assume toward the Landlord all obligations and responsibilities which the Landlord, under such documents, assumes toward NS. The Landlord shall have the benefit of all rights, remedies and redress against the Tenant that NS, under the NS Lease, has against the Landlord.

9.2 Tenant's rights, remedies and redress against Landlord are specifically set forth in this Lease, and Landlord specifically reserves and does not assign to Tenant its rights, remedies and redress against NS pursuant to the NS Lease. Landlord specifically reserves all of its rights, remedies and redress set forth in the NS Lease and no rights, remedies or redress assigned to Landlord in the NS Lease are transferred or assigned to Tenant by this Lease. Tenant's rights, remedies and redress against Landlord are limited to those specifically enumerated in this Lease document, and no terms of the NS Lease imputed or assigned to Tenant except the obligations of Tenant to Landlord set forth in the paragraph next above..

9.3 Where a provision of NS Lease is inconsistent with a provision of this Lease, the terms of this Lease shall govern.

Section 10. RENT, SECURITY DEPOSIT AND POSSESSION

10.1 The Tenant shall pay a minimum rent of Eight Thousand and Twenty-Five Dollars (**\$8,025.00**), per month ("Rent") for the first year (term) of this Lease. Rent shall be paid on or before the fifth of each month, commencing November 1, 2025, such earlier date as the City and Tenant may agree.

10.2 The Rent shall escalate annually at the rate of 3% during the term of the Lease as more particularly set forth below:

LEASE PERIOD	MONTHLY RENT
November 1, 2025- October 31, 2026	\$8,025.00
November 1, 2026- October 31, 2027	\$8,265.75
November 1, 2027- October 31, 2028	\$8,513.72
November 1, 2028- October 31, 2029	\$8,769.13
November 1, 2029- October 31, 2030	\$9,032.20
November 1, 2030- October 31, 2031*	\$9,303.16
November 1, 2031- October 31, 2032*	\$9,582.25
November 1, 2032- October 31, 2033*	\$9,869.71
November 1, 2033- October 31, 2034*	\$10,165.80
November 1, 2034- October 31, 2035*	\$10,470.77

*Only if Lease is renewed by City after November 1, 2030 for an additional five (5) year term.

10.3 Payments will be made in person, at the first floor Billing Office, or sent to: **City of Norcross, 65 Lawrenceville St., Norcross, GA 30071, attention: Billing Department.**

10.4 On the date of execution hereof, Tenant shall deposit with Landlord the first full month's rent. If the commencement date begins on a date other than the date noted above, the rent shall be prorated for that portion of the month and shall be paid at the time of leasing Leased Premises.

If Landlord is unable to deliver possession of the Leased Premises on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within fourteen (14) days from the Commencement Date, Tenant may terminate the Lease in which event Landlord shall promptly refund all payments and/or deposits to Tenant. Landlord shall not be liable for delays in the delivery of possession to Tenant.

Section 11. LATE PAYMENT

11.1 Other remedies for nonpayment of rental notwithstanding, time is of the essence of this Lease, and if Landlord elects to accept rent on or after the sixth (6th) day of the month, a late charge equal to the greater of five percent (5%) of the monthly rent or One Hundred Dollars (\$100.00) will be due as additional rent. Tenant agrees to tender all late rents by cashier's check, certified check, or money order. In the event Tenant's rent check is dishonored by the bank, Tenant agrees to pay Landlord \$50.00 as a handling charge and, if applicable, the late charge, and Tenant shall deliver said monies to Landlord as specified in Paragraph 3. Dishonored checks must be replaced by cashier's check, certified check, or money order. In the event more than one check is dishonored, Tenant agrees to pay all future rents and charges in the form of cashier's check, certified check, or money order. Any other amounts payable to Landlord under this Lease, with the exception of rent, shall be considered past due thirty (30) days from Landlord's billing date and Tenant shall pay a monthly service charge of five percent (5%) of the amount past due for that and each subsequent month that the amount remains past due. The parties agree that such charges represent a fair and reasonable estimate of the costs the Landlord will incur by reason of such late payment and/or returned check.

Section 12. EVENTS OF DEFAULT

12.1 The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the Term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant:

- (a) Tenant fails to pay the rental as provided for herein;
- (b) Tenant abandons or vacates the Leased Premises;

(c) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease;

(d) Tenant is adjudicated bankrupt or files for bankruptcy protection;

(e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal;

(f) Tenant either voluntarily or involuntarily takes advantage of any debt or relief proceedings under the present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred;

(g) Tenant makes an assignment for benefit of creditors; or

(h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

Section 13. REMEDIES UPON DEFAULT

13.1 Upon the occurrence of an Event of Default, Landlord, in addition to any and all other rights or remedies it may have at law or in equity, shall have the option of pursuing any one or more of the following remedies:

(a) Landlord may terminate this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the Term of this Lease, and all rights of Tenant under this Lease and in and to the Leased Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination and Tenant shall surrender the Leased Premises to Landlord on the date specified in such notice;

(b) Landlord may terminate this Lease as provided in Paragraph 15(a) hereof and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (i) the monthly rental and additional rent for the period commencing with the day following the date of such termination and ending with the date hereinbefore set for the expiration of the full Term hereby granted, or (ii) the aggregate reasonable rental value of the Leased Premises (less reasonable brokerage commissions, attorneys' fees, and other costs relating to the reletting of the Leased Premises) for the same period, all of which excess sum shall be deemed immediately due and payable.

(c) Landlord may, without terminating this Lease, declare immediately due and payable all monthly rental and additional rent due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term; upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants and subtenants on account of the Leased Premises during the Term of this Lease, provided that the monies to which Tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to this clause (c) less all costs, expenses and attorneys' fees of Landlord incurred in connection with the reletting of the Leased Premises; or

(d) Landlord may, from time to time without terminating this Lease, and without releasing Tenant in whole or in part from Tenant's obligation to pay monthly rental and additional rent and perform all of the covenants, conditions and agreements to be performed by Tenant as provided in this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and, after making such alterations and repairs, Landlord may, but shall not be obligated to, relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable or acceptable; upon each reletting, all rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees, and of costs of such alterations and repairs; third, to the payment of the monthly rental and additional rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied against payments of future monthly rental and additional rent as the same may become due and payable hereunder; in no event shall Tenant be entitled to any excess rental received by Landlord over and above charges that Tenant is obligated to pay hereunder, including monthly rental and additional rent; if such rental received from such reletting during any month is less than those to be paid during the month by Tenant hereunder, including monthly rental and additional rent, Tenant shall pay any such deficiency to Landlord, which deficiency shall be calculated and paid monthly; Tenant shall also pay Landlord, as soon as ascertained and upon demand, all costs and expenses incurred by Landlord in connection with such reletting and in making any alterations and repairs which are not covered by the rentals received from such reletting; notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

Tenant acknowledges that the Leased Premises are to be used for commercial purposes, and Tenant expressly waives the protections and rights set forth in Official Code of Georgia Annotated Section 44-7-52.

Section 14. BUILDING, CONTENTS AND LIABILITY INSURANCE

14.1 Tenant agrees that during the term of the Lease, tenant will provide and maintain,

at its sole cost, General Commercial Liability Insurance. Such insurance shall cover the Leased Premises and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about the Leased Premises. The limits of such policy shall not be less than One Million Dollars (**\$1,000,000**) for each claim, no aggregate. Such insurance shall also be endorsed to cover independent contractors and contractual liability. Tenant agrees to name Landlord as a named insured.

14.2 Tenant shall assume sole responsibility for and incur all liability for any injury to person or persons or property cause by any act or omission of such person while on the Leased Premises; Tenant shall indemnify Landlord and hold it harmless from any claim, suit, or demand made by any person.

14.3 Tenant shall provide to and maintain with Landlord a current copy of the liability insurance policy, including any changes in such policy or coverage as such changes occur;

14.4 Tenant shall provide to and maintain with the municipality a current copy of the liability insurance policy, including any changes in such policy or coverages as such changes occur, and shall provide proof monthly in writing to the municipality that Tenant has in force and effect the liability insurance required by this paragraph which City of Norcross shall retain on file.

14.5 Tenant shall agree to indemnify Landlord and hold it harmless from any claim, suit, or demand arising out of any improvements to the Leased Premises or any indebtedness or obligations incurred by the Tenant or contractee in making such improvements to such property.

14.6 Such insurance shall cover Tenant's interest in its improvements to the Leased Premises, and all furniture, equipment, supplies and other property owned, leased, held or possessed by it and contained therein. Such insurance shall be in an amount equal to but not less than 100% of full replacement cost as updated from time to time during the term of the Lease. Tenant shall provide Landlord written notice in the event of any damages to persons or property occurring on the Leased Premises from fire, accident, or any casualty.

14.7 If tenant engages any contractor or subcontractor to construct improvements or perform any other work on the Leased Premises, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractor's protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in the amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars (**\$1,000,000**) for each occurrence. Any such contractor or subcontractor

shall also be required to maintain workers' compensation insurance as required by applicable law. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord and Landlord's broker as additional insured's, shall be carried with insurance companies licensed to do business in the State of Georgia. Such insurance policies or duly executed certificates of such policies, accompanied by proof of the premium for such insurance, shall be delivered to Landlord before the Commencement Date of the Lease. Tenant shall not intentionally do anything, or permit anything to be done, on or about the Leased Premises that might adversely affect, contravene, or impair any policies of insurance that are in force for the Leased Premises or any part thereof. Tenant shall pay all costs, damages, expenses, claims, fines or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this paragraph.

14.8 Storage of personal property by Tenant shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage, unless such damage is caused by Landlord's gross negligence or willful misconduct.

Section 15. UTILITIES

15.1 Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Tenant acknowledges that the Leased Premises are designed to provide standard office/ retail electrical facilities and standard office/retail lighting. Tenant shall not use any equipment or device that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

Section 16. PARKING

16.1 No exclusive parking for the patrons and employees of Tenant is included with the Leased Premises.

Section 17. TAXES

17.1 Tenant agrees to pay any and all personal property taxes assessed against the Leased Premises or any item thereof, during the term of this Lease. Should Landlord elect to pay any such item, Tenant will reimburse Landlord for such payment within thirty (30) days of notice of such payment. Otherwise, provided Landlord timely forwards to Tenant any tax bills received by Landlord, Tenant will act to cause all such taxes to be paid in a timely manner and in any event on or before the date when any penalty or interest would accrue

Section 18. NUISANCE

18.1 Tenant agrees that it will not conduct, or allow any others to conduct, any activity upon the Leased Premises which would constitute a nuisance.

Section 19. REPAIRS AND MAINTENANCE

19.1 Tenant acknowledges that Tenant has inspected the Leased Premises and that it is fit for its stated use.

(a) Tenant will, at Tenant's expense, take good care of the Leased Premises and the fixtures and appurtenances therein, and will cause no active or permissive waste or injury thereof; and Tenant shall, at Tenant's expense, but under the direction of Landlord, promptly repair any damage to the Leased Premises or the Building caused by the misuse or neglect thereof, or by persons permitted on the Leased Premises by Tenant, or Tenant moving in or out of the Leased Premises.

(b) Tenant will not, without Landlord's written consent, make any alterations, additions, or improvements in or about the Leased Premises and will not do anything to or on the Leased Premises which will increase the rate of fire insurance on the Building. All alterations, additions, or improvements (including but not limited to carpets, window treatments, and window treatment hardware) made or installed by Tenant to the Leased Premises shall become the property of Landlord at expiration of the Term of this Lease, or any extensions or renewals thereof. Landlord reserves the right to require Tenant to remove any improvements or additions made to the Leased Premises by Tenant; Tenant further agrees to do so prior to the expiration of the Term or within thirty (30) days after notice from Landlord, whichever shall be later, provided that Landlord gives such notice no later than thirty (30) days after expiration of the Term of this Lease, or any extensions or renewals thereof.

(c) No later than the last day of the Term, Tenant will remove all of Tenant's personal property and trade fixtures and repair all damage done by or in connection with the installation or removal of said property and will surrender the Leased Premises (together with all keys to the Leased Premises) in as good a condition as existed at the beginning of the Term, reasonable wear and tear, damage by fire, the elements, or casualty excepted. All property of Tenant remaining on the Leased Premises after expiration of the Term shall be deemed conclusively abandoned and may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of such removal, subject, however, to Landlord's right to require Tenant to remove any improvements or additions made to the Leased Premises by Tenant pursuant to sub-paragraph (b) of this Section.

(d) In doing any work of any nature in, to, or about the Leased Premises, Tenant will use the only contractors or workmen approved by Landlord. Tenant shall promptly cause the removal of any lien for material or labor claimed to be furnished to Leased Premises at Tenant's request.

Section 20. ALTERATIONS AND IMPROVEMENTS.

20.1 Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable,

provided the same are made in a workmanlike manner and utilizing good quality materials and with written permission from Landlord. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

Tenant agrees hereby that all fixtures and other property of any nature, description and kind placed in, upon or about the Leased Premises by Tenant, its agents, servants, employees, licensees and invites, shall be at the sole risk of Tenant.

All heating and air conditioning equipment installed by Tenant and any and other improvements constructed upon the Leased Premises by Tenant shall become a part of the realty and shall remain upon the Leased Premises at the termination of this Lease.

Section 21. AGREEMENTS OF TENANT

(a) Tenant shall not abandon or vacate the Leased Premises during the Lease Term.

(b) Tenant shall, at its sole cost and expense, comply as to its use of the Leased Premises, with all statutes, regulations, rules, ordinances and orders of any governmental body, department or agency thereof, and abide by and observe such further reasonable, uniform rules and regulations for the management of the Building as may hereafter be established in writing by Landlord

(c) Tenant shall report promptly in writing to Landlord any defective condition in or about the Leased Premises or the real estate leased from NS adjacent to the Leased Premises known to Tenant, its agents, servants or employees.

(d) Before the termination of this Lease (if not in default hereunder), Tenant shall remove from the Leased Premises all its personal property which this Lease allows Tenant to remove and surrender such Leased Premises and the keys thereto to Landlord (whether or not in default hereunder) in the same condition as at the beginning of this Lease, broom-clean, normal wear and tear only excepted. If Tenant shall fail to remove all effects from the Leased Premises upon termination of this Lease for any cause whatsoever, Landlord may remove, sell, store or otherwise dispose of the same, without liability to Tenant for loss thereof, and Tenant agrees to pay Landlord on demand any and all expenses incurred by Landlord thereby.

(e) Tenant shall pay interest, at a default rate (the "Default Rate") of five percent (5 %) per annum or the highest interest rate legally permissible, whichever is less, on any

installment of Rent or additional rent or other monetary obligations to be paid by Tenant hereunder which is not paid when due. Interest at the Default Rate shall accrue from the due date of any monetary obligation until the date such obligations are paid in full, and shall be deemed to be additional rent hereunder.

(f) Tenant shall cooperate with Landlord in complying with all regulations of any governmental agency having jurisdiction of the Leased Premises, including, without limitation, any regulations relating to the conservation of energy, and/or requiring the production of information regarding the consumption of energy within the Leased Premises .

(g) Tenant shall satisfy, discharge or bond of record within ten (10) days following written notice or actual knowledge of the filing thereof any mechanic's lien filed against the Leased Premises or the Leased Premises for work or materials claimed to have been furnished to or for Tenant, or for the Leased Premises.

(h) Tenant and all those claiming by, through or under Tenant shall store their property in and shall occupy and use the Leased Premises and any improvements therein and appurtenances thereto and all portions of the Project solely at their own risk. Tenant and all those claiming or entering the Leased Premises by, through or under Tenant hereby release Landlord, to the full extent permitted by law, from all claims of every kind, including loss of life, bodily injury, consequential damages, damage to merchandise, equipment, fixtures or other property (including, without limitation, computer equipment) or damage to business or for business interruption.

Section 22. ASSIGNMENT AND SUBLETTING

22.1 Tenant shall not have the right to sublet the Leased Premises or assign this lease, or any part thereof, to any other person, firm or corporation without first obtaining the written consent of the Landlord. The assignee of Tenant, at the option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder and Tenant shall remain liable for the payment of the rent due hereunder notwithstanding any assignment or sublease.

Section 23. LANDLORD'S RIGHT TO ACT

23.1 Landlord shall have the right, but not the obligation, to take any action required to be taken by Tenant hereunder and to cure any default without terminating this Lease. Any such action of Landlord shall be deemed authorized by the Tenant and shall be at the expense and cost of Tenant so long as reasonable under the facts and circumstances then known to Landlord. Tenant shall promptly reimburse Landlord upon demand for any amount expended under this paragraph within thirty (30) days of the date of such notice.

Section 24. RIGHT OF ACCESS

24.1 Landlord reserves the right only to enter on the Leased Premises at reasonable times for inspection, repairs and maintenance during reasonable hours.

24.2 In case of an emergency, Tenant acknowledges and agrees that Landlord may enter the Leased Premises at any time to protect life and prevent damage to the Leased Premises.

Section 25. WAIVER OF NOTICE

25.1 All demands for rent and other demands and notices required by the common law or otherwise which are not expressly required by the terms hereof are hereby waived by Tenant.

Section 260 HOLDING OVER

26.1 The terms and stipulations of this Lease shall continue in full force and effect during the occupancy of said Leased Premises or any part thereof by the Tenant and shall apply to any further renting of any portion of the Leased Premises or any holdover or extension or renewal unless otherwise provided herein. Tenant shall pay, during each month of holding over, as agreed upon liquidated damages and not as a penalty, a monthly Rent of double the base monthly rent (and Tenant shall also pay any and all additional rent or other charges otherwise payable hereunder), payable immediately prior to such expiration or termination of the Term of this Lease, for the duration of such period. Should Tenant continue to occupy the Leased Premises after the expiration of the original term of the lease if it has not been renewed, or if Tenant remains beyond the term of the Lease, or after any termination of the Lease as provided herein, whether with or without Landlord's consent, such tenancy shall in no event be for any greater period than from month to month, unless otherwise agreed in writing, and shall be subject to all of the provisions of this Lease. Such continued occupancy shall not defeat Landlord's right to immediate possession as herein provided.

Section 27. SIGNAGE

27.1 Tenant shall conform to the city's Code of Ordinances for all signs, seek proper permitting for same, and shall bear all costs associated with signage including permitting, installation, etc. Tenant may request variances for displaying works of art on the Leased Premises from the city's Community Development Department and obtain Landlord's prior written consent, which will not be unreasonably withheld. Landlord may refuse consent to any proposed signage or display that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

Section 28. DESTRUCTION OF LEASED PREMISES

28.1 If the Leased Premises are totally destroyed by storm, fire, lightening, earthquake,

or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If Leased Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of said premises has been destroyed, and Landlord shall restore said premises to substantially the same condition as before damages as speedily as practicable provided that Tenant has maintained casualty insurance whereupon full rental shall recommence. Otherwise, the Landlord shall have no obligation to replace or rebuild any items or improvements, fixtures, furniture, inventory, equipment or otherwise installed by or placed on the Leased Premises by anyone after the date of this lease.

28.2 If any legally, constituted authority condemns any structure located on the Leased Premises or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other, by the condemning authority.

Section 29. NO PARTNERSHIP CREATED

29.1 It is expressly understood that the Landlord shall not be construed or held to be a partner or associate of Tenant in Tenant's conduct of its business, it being expressly understood and agreed that the relationship between the parties hereto is and shall remain at all times that of Landlord and Tenant.

29.2 This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

Section 30. DIVISIBILITY OF LEASE

30.1 In the event anyone or more provisions of this Lease shall be determined to be invalid or unenforceable by any Court or other appropriate authority, the remainder of the lease shall continue to remain in full force and effect, as if said invalid or unenforceable portion had not been included in the said lease.

Section 31. LAWFUL USE

31.1 It is understood and agreed that the Tenant shall be responsible for and shall conduct any business upon the Leased Premises in strict conformity with any and all laws and regulations. Tenant specifically agrees that at any and all times, Tenant shall have any and all necessary licenses and permits to conduct any business. Tenant shall not allow the conduct of any illegal activity, whether by its personnel or any others, on or about the Leased Premises.

Section 32. QUIET POSSESSION

32.1 Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

Section 33. RELATIONSHIP TO LANDLORD

33.1 Some employees of Landlord may also be noted as licensed Brokers or Real Estate Agents. They will be representing Landlord as transactional Brokers. Tenant acknowledges that, if they are not represented by a Broker or Attorney, they are solely responsible for protecting their own interests.

Section 34. MISCELLANEOUS

(a)(1) Any notice, request, direction, consent, approval, waiver or other communication required or permitted under this Lease to be sent to must be in writing and will become effective only if provided to Landlord at its address set forth below:

Mayor and City Manager
City of Norcross
 65 Lawrenceville Street
 Norcross, Georgia 30071

with a copy to:

William J. Diehl
Thompson, O'Brien, Kemp & Nasuti, P.C.
 40 Technology Parkway South, Suite 300
 Norcross, Georgia 30092

(a)(2) Any notice, request, direction, consent, approval, waiver or other communication required or permitted under this Lease to be sent to must be in writing and will become effective only if provided to Tenant at its address set forth below:

(b) Landlord shall have the right to assign Landlord's interest hereunder in

Landlord's sole and absolute discretion.

(c) All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

(d) This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises of agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect

(e) This Lease may not be amended except by writing, signed by each of the parties, which writing sets forth as its express purpose the amendment of this Lease.

(f) This Lease shall be constructed under the laws of the State of Georgia.

(g) Time is of the essence of this Lease.

(h) This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease under seal as of the day and year first above written, each acknowledging receipt of an executed copy hereof.

Attest: _____ Clerk, City of Norcross	LANDLORD - CITY OF NORCROSS By: _____(SEAL) Craig Newton, Mayor City of Norcross
WITNESS: _____	TENANT – _____ _____(SEAL)

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EXHIBIT A

Aerial and Landscape Photo of Depot

EXHIBIT A – Aerial & Landscape Photo of Depot (“The Crossing”)

H.4.b

40 South
Peachtree
Street



Attachment: New Proposed Lease Agreement with Exhibits (25-7444 : The Crossing Lease

EXHIBIT B

1 January 2025, NFS RR Lease with City



EXHIBIT B

Activity Number: 1327580

THIRD AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**Amendment**"), effective date of which shall be the date last executed, below, by and between **NORFOLK SOUTHERN RAILWAY COMPANY**, a(n) VA corporation (the "**Landlord**") and **CITY OF NORCROSS**, a(n) **GEORGIA**, GOVERNMENT ENTITY (the "**Tenant**").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated as last amended on February 21, 2019, (as amended, the "**Lease**"), for real property located at Milepost 618.50 in NORCROSS, GWINNETT County, GEORGIA, having an area of 1.77 acres/square feet, more or less (the "**Premises**");

WHEREAS, Landlord and Tenant desire to execute this Amendment to modify the rental payable by Tenant under the Lease and to make certain other changes to the Lease as hereinafter stated, with the Lease and the Amendment.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended, and the parties hereto do agree as follows:

1. Adjustment of Base Rental. Commencing on January 1, 2025 (the "**Commencement Date**"), Tenant shall pay unto Landlord, without offset, abatement or demand, base rental in the amount of Eighty Five Thousand and 00/100 DOLLARS (\$85,000.00) per annum, payable on the in advance. Commencing on the anniversary of the Commencement Date and thereafter on each anniversary thereof during the term of the Lease, the amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "**Index**") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of the Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. The "**Adjustment Date**" shall mean the first anniversary of the Commencement Date and each anniversary thereof during the term of the Lease. The Index published nearest to the Commencement Date shall be the "**Base Index**". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "**Adjustment Index**". On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under the Lease at the Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

2. Increase of Premises. Landlord and Tenant acknowledge and agree to increase the leased area from 1.77 acres square feet to 2.14 acres, more or less, as shown on Exhibit A, dated March 4, 2025.



3. Renewal of Term. To renew said Lease for an additional four (4) year term, beginning January 1, 2025, the effective date hereof, and ending December 31, 2028.

4. Insurance. Tenant shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Landlord, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$1,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Tenant's contractual liability hereunder, (c) cover Tenant and Landlord for liability arising out of work performed by any third parties for Tenant in or about the Premises, (d) name the Landlord Entities as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Landlord. Any property insurance maintained by Tenant on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Landlord. Tenant shall deliver certificates of insurance evidencing the insurance required hereinabove to Landlord simultaneously with the execution of this Lease by Tenant, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Landlord. If Tenant fails to obtain the necessary coverages, Landlord may do so at Tenant's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Landlord's Risk Management Department, 650 W Peachtree St NW, Atlanta, GA 30308, simultaneously with the execution of this Lease by Tenant. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Tenant hereunder and shall not waive Landlord's right to seek a full recovery from Tenant.

5. Notice. Any notice given pursuant to the Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Landlord: c/o Director Real Estate, Norfolk Southern Corporation, 650 W Peachtree St NW, Atlanta, GA 30308 or at such other address as Landlord may designate in writing to Tenant.

(b) Tenant: 65 LAWRENCEVILLE ST NORCROSS, GA 30071, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

6. Ratification; Successors and Assigns. Landlord and Tenant acknowledge and agree that the Lease, as amended by this Amendment, is hereby ratified and confirmed and in full force and effect. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7. Signature. The parties agree that if an authorized officer of a party fully signs this Agreement in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Agreement, and, upon full execution of the Agreement by all parties, shall create a legally binding Agreement.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate, each part being an original, as of the date last executed below.

Witness As To Landlord:

Name:

Brandon Terence

Witness As To Landlord:

Name:

David Williams

LANDLORD:

**NORFOLK SOUTHERN RAILWAY
COMPANY**

a(n) VA corporation

Signature:

Submon Jackson

Name:

Submon Jackson

Title:

Real Estate Manager

Date of Landlord Signature:

4/22/2025

[SEAL]

Witness As To Tenant:

Name:

Monique Pharis

TENANT:

CITY OF NORCROSS

a(n) GEORGIA GOVERNMENT ENTITY

Signature:

Craig Newton

Name:

Craig Newton

Title:

Mayor

Date of Tenant Signature:

Witness As To Tenant:

Name:

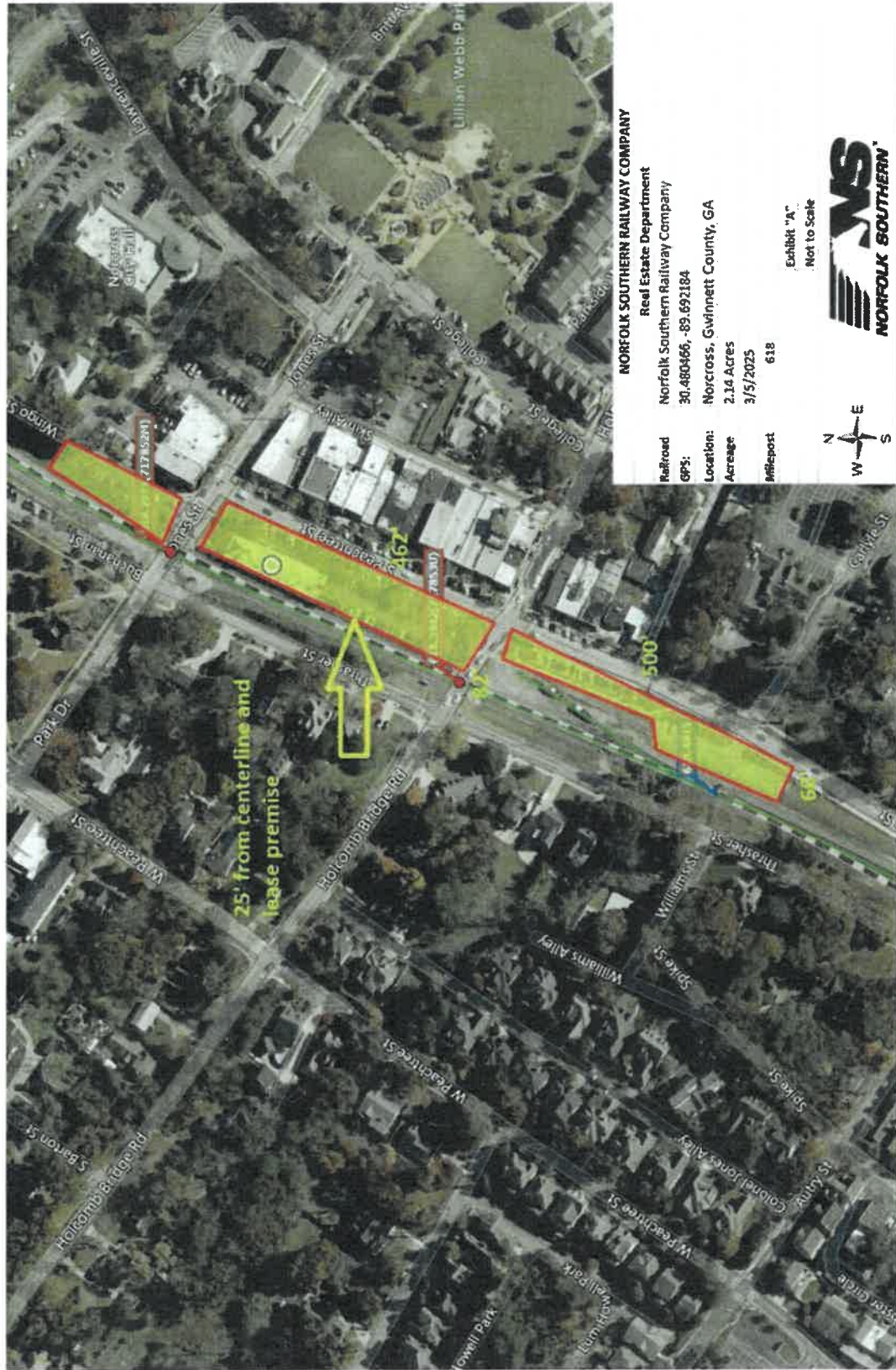
Sharon Morrow



BTJ\Activity No. 1327580

Form Amendment – Rental, Insurance and Notice (NS) 214854v1

Exhibit A





LEASE AGREEMENT

40 South Peachtree Street Norcross, Ga. 30071

In consideration of the mutual covenants set forth herein, this Lease Agreement (hereinafter the "Lease") is made and entered into on this day of 3rd day of September, 2019, by and between the **CITY OF NORCROSS**, a political subdivision of the State of Georgia, hereinafter referred to as "Landlord" or "City", and **LUIS FERNANDEZ**, hereinafter referred to as "Tenant".

Lease of Premises

Landlord is the owner or has controlling interest of certain real property and improvements located at **40 South Peachtree Street**, situated in the City of Norcross, County of Gwinnett, and State of Georgia (hereinafter referred to as the "Leased Premises") Landlord hereby leases to Tenant the total portion of the Premises: approximately **4120** square feet of heated floor space, **860** square feet dining unheated patio and **250** square feet of deck waiting area, surrounding grounds for trash and service area behind building (hereinafter referred to as the "Leased Premises"). The public bathrooms that are attached to the building are NOT part of the lease of the Leased Premises, nor are any parking spaces or parking lots adjacent to the Leased Premises. See Exhibit A for building and floor plan. Tenant acknowledges that it has fully inspected and accepts the Leased Premises in present and "as-is" condition as more specifically set forth below.

Landlord and Tenant acknowledge and agree that the real property upon which the Leased Premises is located is currently owned by Norfolk Southern Railway Company ("NS") and that all improvements located upon such real estate, including but not limited to the depot building, are owed by Landlord. Such real estate is currently being leased to Landlord by NS and is subject to a Lease Agreement dated February 21, 2019, a true and correct copy of which is attached hereto as Exhibit "B" (hereinafter the "NS Lease"). The terms of said NS Lease are hereby incorporated into this Lease as if fully set forth herein.

Said NS Lease contains an assignment clause which states that Landlord has the right to sublease the Leased Premises owned by Landlord that is located on the real property owned by NS, subject to NS's prior written consent. Landlord and Tenant agree and stipulate that this Lease is subject to and conditioned upon all of the terms and conditions imposed by NS on Landlord pursuant to the terms of said NS Lease.

Early termination of or the failure to renew the NS Lease shall also terminate this Lease or any renewal of this Lease.

No Warranties

Landlord makes no warranty whatsoever with respect to the transferred Leased Premises, except as specifically set forth herein. Landlord makes no warranty whatsoever as to the Leased Premises, including, without limitation, any warranty as to fitness for a particular purpose or warranty of merchantability or any other warranty, express or implied, except as specifically set forth in this Lease, and the Lease of the Leased Premises is made "as is" and "where is."

Tenant accepts the Leased Premises in the present condition as suited for the use intended by Tenant. Tenant shall throughout the term of this Lease and any renewals thereof, at its expense, keep, maintain and preserve in good order and repair the Leased Premises, including the building and other improvements now or hereafter located thereon including but not limited to all heating and air conditioning units, glass windows, fixtures, furnishings and equipment therein and agrees to return the Leased Premises and all improvements, fixtures, furniture and equipment to Landlord at expiration or prior discontinuation of this lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, or other casualty alone excepted.

Legal Description

The Property address being known as 40 South Peachtree Street Norcross, Ga. 30071, of Gwinnett County, Georgia. The Leased Premises is located in the right of way within the City of Norcross. See the attach Exhibit A.

Term

The term of this Lease shall commence on **October 1, 2019** and shall continue through and including the date of **January 31, 2024**, unless terminated sooner as provided for herein.

The City shall have the right to renew the term of this Lease for one (1) period of five (5) years, subject to the terms and conditions set forth in the NS Lease. Should the City elect not to renew the Lease after January 31, 2024, the Lease shall terminate absolutely and without further extensions on January 31, 2024. Should the City elect to renew the Lease after January 31, 2024, the Lease shall terminate absolutely and without further extensions on January 31, 2029.

In the event Tenant remains in possession of the Premises after the termination of this Lease, Tenant, at the option of Owner, shall be deemed to be occupying the Premises as a tenant from month-to-month, **at the monthly rental rate in effect at the time of termination**, and escalating annually at the rate of 3%, subject to all of the other terms of this Lease insofar as the same are applicable to a month-to-month tenancy.

The Term of this Lease shall be concurrent with and subject to the Term of the NS Lease. The initial term of the NS Lease ends on **January 31, 2024**. Should NS terminate the NS Lease, or should the term of the NS Lease expire without renewal, or should the City be unable to continue the term of the NS Lease for any reason whatsoever, then the term of this Lease shall end

Attachment: Previous Lease Agreement Oct 2019 (25-7444 : The Crossing Lease Renewal Agreement)

concurrently with the term of the NS Lease.

RIGHT OF FIRST REFUSAL TO RE-LET

After the termination of this Lease by expiration, Landlord may elect to let the Premises for lease by auction or by advertisement for sealed bids pursuant to O.C.G.A. § 36-37-6 (l), or its equivalent that may be in existence at that time. Should Landlord elect to lease the Premises by auction or sealed bids after the termination of this Lease by expiration, Tenant, if not the high bidder, shall be deemed to have offered \$1/month more than the apparent highest responsible, responsive bidder and shall have the sole right of first refusal to enter into a Lease with Landlord at the rate of \$1/month more than the apparent highest responsible, responsive bidder on the terms set forth in the advertisement for bids or in the auction materials; provided however, that nothing herein shall be deemed to require Tenant to bid on the lease of the Premises after termination of the Lease by expiration. Tenant shall forfeit his right of first refusal if this Lease is terminated for any reason other than the expiration of the term of the Lease or if the Lease is terminated for cause during any holdover period after the expiration of the term of the Lease.

Nothing in this Lease shall be deemed to require Landlord to let the Premises for lease upon the expiration or termination of this Lease. Landlord shall retain the sole right to make use of the Premises in any way it deems reasonable or appropriate upon the expiration or termination of this Lease.

IMPROVEMENTS TO LEASED PREMISES

The successful bidder shall take the Leased Premises in "as-is" condition, and shall be solely responsible for all improvements and repairs to the Leased Premises during the term of the lease. Any and all improvements to the Leased Premises shall meet all City and County Codes and historic district guidelines, if applicable. The term of the lease shall be a "net" lease, with all improvements and maintenance to the Leased Premises paid by the successful bidder, including interior and exterior painting and maintenance, landscaping, roofing and HVAC repair and replacement; provided however, that the City, at its own sole option, may allow the tenant a rent credit of up to \$30,000 for funds spent on improvements to the electrical system, the outside deck, the roof, painting, renovation of the restrooms, and renovating and/or repairing the ceiling in the main dining room. All such improvements and the estimated cost of such improvements must be approved by the City prior to beginning the work in order for the tenant to receive a rent credit.

Specific Use

Tenant agrees that the Leased Premises shall be used for a family restaurant and activities similarly related. Tenant agrees that it shall conduct no other business operation therein without the prior written approval of Landlord. Tenant shall be the operator of restaurant: no subleases, franchise rights or contracting out management responsibilities will be permitted.

Attachment: Previous Lease Agreement Oct 2019 (25-7444 : The Crossing Lease Renewal Agreement)

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Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemicals or devices.

Tenant shall not mortgage or pledge the Leased Premises, lease or contract the Leased Premises as security for any debt, or incur any encumbrance that could result in a lien or claim of lien against the Leased Premises, lease, or contract.

Tenant's Rights and Responsibilities **Pursuant to the NS Lease**

The Landlord and Tenant shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of the NS Lease Agreement apply to the Leased Premises leased hereunder, Tenant shall assume toward the Landlord all obligations and responsibilities which the Landlord, under such documents, assumes toward NS. The Landlord shall have the benefit of all rights, remedies and redress against the Tenant that NS, under the NS Lease, has against the Landlord.

Tenant's rights, remedies and redress against Landlord are specifically set forth in this Lease, and Landlord specifically reserves and does not assign to Tenant its rights, remedies and redress against NS pursuant to the NS Lease. Landlord specifically reserves all of its rights, remedies and redress set forth in the NS Lease and no rights, remedies or redress assigned to Landlord in the NS Lease are transferred or assigned to Tenant by this Lease. Tenant's rights, remedies and redress against Landlord are limited to those specifically enumerated in this Lease document, and no terms of the NS Lease imputed or assigned to Tenant except the obligations of Tenant to Landlord set forth in the paragraph next above..

Where a provision of NS Lease is inconsistent with a provision of this Lease, the terms of this Lease shall govern.

Rent, Security Deposit and Possession

The Tenant shall pay a minimum rent of Six Thousand, Five Hundred Twenty-Three and 33/100th Dollars (\$6,523.33), per month ("Rent") for the term of this Lease. Rent shall be paid on or before the fifth of each month, commencing **October 1, 2019**.

Attachment: Previous Lease Agreement Oct 2019 (25-7444 : The Crossing Lease Renewal Agreement)

The Rent shall escalate annually at the rate of 3% during the term of the Lease as more particularly set forth below:

LEASE PERIOD	MONTHLY RENT
October 1, 2019 – April 30, 2020	\$6,523.33
May 1, 2020- April 31, 2021	\$6,719.03
May 1, 2021- April 30, 2022	\$6,920.60
May 1, 2022- April 30, 2023	\$7,128.22
May 1, 2023- April 30, 2024	\$7,342.07
May 1, 2024- April 30, 2025*	\$7,562.33
May 1, 2025- April 30, 2026*	\$7,789.20
May 1, 2026- April 30, 2027*	\$8,022.87
May 1, 2027- April 30, 2028*	\$8,263.56
May 1, 2028- January 31, 2029*	\$8,511.47

*Only if Lease is renewed by City after January 31, 2024 for an additional five (5) year term.

Payments will be made in person, at the first floor Billing Office, or sent to: **City of Norcross, 65 Lawrenceville St., Norcross, GA 30071, attention: Billing Department.**

On the date of execution hereof, Tenant shall deposit with Landlord the first full month's rent. If the commencement date begins on a date other than the date noted above, the rent shall be prorated for that portion of the month and shall be paid at the time of leasing Leased Premises.

If Landlord is unable to deliver possession of the Leased Premises on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within fourteen (14) days from the Commencement Date, Tenant may terminate the Lease in which event Landlord shall promptly refund all payments and/or deposits to Tenant. Landlord shall not be liable for delays in the delivery of possession to Tenant.

Late Payment

Other remedies for nonpayment of rental notwithstanding, time is of the essence of this Lease, and if Landlord elects to accept rent on or after the sixth (6th) day of the month, a late charge equal to the greater of five percent (5%) of the monthly rent or One Hundred Dollars (\$100.00) will be due as additional rent. Tenant agrees to tender all late rents by cashier's check, certified check, or money order. In the event Tenant's rent check is dishonored by the bank, Tenant agrees to pay Landlord \$25.00 as a handling charge and, if applicable, the late charge, and Tenant shall deliver said monies to Landlord as specified in Paragraph 3. Dishonored checks must be replaced by cashier's check, certified check, or money order. In the event more than one check is dishonored, Tenant agrees to pay all future rents and charges in the form of cashier's check, certified check, or money order. Any other amounts payable to Landlord under this Lease, with the exception of rent, shall be considered past due thirty (30) days from Landlord's billing date and Tenant shall pay a monthly service charge of five percent (5%) of the amount past due for that and each subsequent month that the amount remains past due. The parties agree that such charges represent a fair and reasonable estimate of the costs the Landlord will incur by reason of such late payment and/or returned check.

Events of Default

The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the Term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant:

- (a) Tenant fails to pay the rental as provided for herein;
- (b) Tenant abandons or vacates the Leased Premises;
- (c) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease;
- (d) Tenant is adjudicated bankrupt or files for bankruptcy protection;
- (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal;
- (f) Tenant either voluntarily or involuntarily takes advantage of any debt or relief proceedings under the present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred;
- (g) Tenant makes an assignment for benefit of creditors; or
- (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

Remedies Upon Default

Upon the occurrence of an Event of Default, Landlord, in addition to any and all other rights or remedies it may have at law or in equity, shall have the option of pursuing any one or more of the following remedies:

- (a) Landlord may terminate this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the Term of this Lease, and all rights of Tenant under this Lease and in and to the Leased Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination and Tenant shall surrender the Leased Premises to Landlord on the date specified in such notice;

(b) Landlord may terminate this Lease as provided in Paragraph 15(a) hereof and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (i) the monthly rental and additional rent for the period commencing with the day following the date of such termination and ending with the date hereinbefore set for the expiration of the full Term hereby granted, or (ii) the aggregate reasonable rental value of the Leased Premises (less reasonable brokerage commissions, attorneys' fees, and other costs relating to the reletting of the Leased Premises) for the same period, all of which excess sum shall be deemed immediately due and payable.

(c) Landlord may, without terminating this Lease, declare immediately due and payable all monthly rental and additional rent due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term; upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants and subtenants on account of the Leased Premises during the Term of this Lease, provided that the monies to which Tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to this clause (c) less all costs, expenses and attorneys' fees of Landlord incurred in connection with the reletting of the Leased Premises; or

(d) Landlord may, from time to time without terminating this Lease, and without releasing Tenant in whole or in part from Tenant's obligation to pay monthly rental and additional rent and perform all of the covenants, conditions and agreements to be performed by Tenant as provided in this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and, after making such alterations and repairs, Landlord may, but shall not be obligated to, relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable or acceptable; upon each reletting, all rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees, and of costs of such alterations and repairs; third, to the payment of the monthly rental and additional rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied against payments of future monthly rental and additional rent as the same may become due and payable hereunder; in no event shall Tenant be entitled to any excess rental received by Landlord over and above charges that Tenant is obligated to pay hereunder, including monthly rental and additional rent; if such rental received from such reletting during any month is less than those to be paid during the month by Tenant hereunder, including monthly rental and additional rent, Tenant shall pay any such deficiency to Landlord, which deficiency shall be calculated and paid monthly; Tenant shall also pay Landlord, as soon as ascertained and upon demand, all costs and expenses incurred by Landlord in connection with such reletting and in making any alterations and repairs which are not covered by the rentals received from such reletting; notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

Attachment: Previous Lease Agreement Oct 2019 (25-7444 : The Crossing Lease Renewal Agreement)

Tenant acknowledges that the Leased Premises are to be used for commercial purposes, and Tenant expressly waives the protections and rights set forth in Official Code of Georgia Annotated Section 44-7-52.

Building, Contents and Liability Insurance

General Commercial Liability Insurance

Tenant agrees that during the term of the Lease, tenant will provide and maintain, at its sole cost, General Commercial Liability Insurance. Such insurance shall cover the Leased Premises and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about the Leased Premises. The limits of such policy shall not be less than One Million Dollars (\$1,000,000) for each claim, no aggregate. Such insurance shall also be endorsed to cover independent contractors and contractual liability. Tenant agrees to name Landlord as a named insured.

Tenant shall assume sole responsibility for and incur all liability for any injury to person or persons or property cause by any act or omission of such person while on the Leased Premises; Tenant shall indemnify Landlord and hold it harmless from any claim, suit, or demand made by any person.

Tenant shall provide to and maintain with Landlord a current copy of the liability insurance policy, including any changes in such policy or coverage as such changes occur;

Tenant shall provide to and maintain with the municipality a current copy of the liability insurance policy, including any changes in such policy or coverages as such changes occur, and shall provide proof monthly in writing to the municipality that Tenant has in force and effect the liability insurance required by this paragraph which City of Norcross shall retain on file.

Tenant shall agree to indemnify Landlord and hold it harmless from any claim, suit, or demand arising out of any improvements to the Leased Premises or any indebtedness or obligations incurred by the Tenant or contractee in making such improvements to such property.

Fire and Extended Coverage Insurance

Such insurance shall cover Tenant's interest in its improvements to the Leased Premises, and all furniture, equipment, supplies and other property owned, leased, held or possessed by it and contained therein. Such insurance shall be in an amount equal to but not less than 100% of full replacement cost as updated from time to time during the term of the Lease. Tenant shall provide Landlord written notice in the event of any damages to persons or property occurring on the Leased Premises from fire, accident, or any casualty.

Worker's Compensation Insurance

Such insurance shall include coverage as required by law.

Contractor's Insurance

If tenant engages any contractor or subcontractor to construct improvements or perform any other

work on the Leased Premises, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractor's protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in the amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars (\$1,000,000) for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord and Landlord's broker as additional insured's, shall be carried with insurance companies licensed to do business in the State of Georgia. Such insurance policies or duly executed certificates of such policies, accompanied by proof of the premium for such insurance, shall be delivered to Landlord before the Commencement Date of the Lease. Tenant shall not intentionally do anything, or permit anything to be done, on or about the Leased Premises that might adversely affect, contravene, or impair any policies of insurance that are in force for the Leased Premises or any part thereof. Tenant shall pay all costs, damages, expenses, claims, fines or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this paragraph.

General Property Loss

Storage of personal property by Tenant shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage, unless such damage is caused by Landlord's gross negligence or willful misconduct.

Utilities

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Tenant acknowledges that the Leased Premises are designed to provide standard office/ retail electrical facilities and standard office/retail lighting. Tenant shall not use any equipment or device that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

Parking

Tenant acknowledges and agrees that there shall be no reserved parking for the employees or patron of the Leased Premises, and that Tenant, its employees and patrons shall use public parking available on the street and in public parking lots adjacent to the Leased Premises. No exclusive parking for the patrons and employees of Tenant is included with the Leased Premises.

Taxes

Tenant agrees to pay any and all personal property taxes assessed against the Leased Premises or any item thereof, during the term of this Lease. Should Landlord elect to pay any such item, Tenant will reimburse Landlord for such payment within thirty (30) days of notice of such payment. Otherwise, provided Landlord timely forwards to Tenant any tax bills received by Landlord, Tenant will act to cause all such taxes to be paid in a timely manner and in any event on or before the date when any penalty or interest would accrue

Nuisance

Tenant agrees that it will not conduct, or allow any others to conduct, any activity upon the Leased Premises which would constitute a nuisance.

Repairs and Maintenance

Tenant acknowledges that Tenant has inspected the Leased Premises and that it is fit for its stated use.

(a) Tenant will, at Tenant's expense, take good care of the Leased Premises and the fixtures and appurtenances therein, and will cause no active or permissive waste or injury thereof; and Tenant shall, at Tenant's expense, but under the direction of Landlord, promptly repair any damage to the Leased Premises or the Building caused by the misuse or neglect thereof, or by persons permitted on the Leased Premises by Tenant, or Tenant moving in or out of the Leased Premises.

(b) Tenant will not, without Landlord's written consent, make any alterations, additions, or improvements in or about the Leased Premises and will not do anything to or on the Leased Premises which will increase the rate of fire insurance on the Building. All alterations, additions, or improvements (including but not limited to carpets, window treatments, and window treatment hardware) made or installed by Tenant to the Leased Premises shall become the property of Landlord at expiration of the Term of this Lease, or any extensions or renewals thereof. Landlord reserves the right to require Tenant to remove any improvements or additions made to the Leased Premises by Tenant; Tenant further agrees to do so prior to the expiration of the Term or within thirty (30) days after notice from Landlord, whichever shall be later, provided that Landlord gives such notice no later than thirty (30) days after expiration of the Term of this Lease, or any extensions or renewals thereof.

(c) No later than the last day of the Term, Tenant will remove all of Tenant's personal property and trade fixtures and repair all damage done by or in connection with the installation or removal of said property and will surrender the Leased Premises (together with all keys to the Leased Premises) in as good a condition as existed at the beginning of the Term, reasonable wear and tear, damage by fire, the elements, or casualty excepted. All property of Tenant remaining on the Leased Premises after expiration of the Term shall be deemed conclusively abandoned and may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of such removal, subject, however, to Landlord's right to require Tenant to remove any improvements or additions made to the Leased Premises by Tenant pursuant to sub-paragraph (b) of this Section.

(d) In doing any work of any nature in, to, or about the Leased Premises, Tenant will use the only contractors or workmen approved by Landlord. Tenant shall promptly cause the removal of any lien for material or labor claimed to be furnished to Leased Premises at Tenant's request.

Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials and with written permission from Landlord. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

Tenant agrees hereby that all fixtures and other property of any nature, description and kind placed in, upon or about the Leased Premises by Tenant, its agents, servants, employees, licensees and invites, shall be at the sole risk of Tenant.

All heating and air conditioning equipment installed by Tenant and any and other improvements constructed upon the Leased Premises by Tenant shall become a part of the realty and shall remain upon the Leased Premises at the termination of this Lease.

Agreements of Tenant

- (a) Tenant shall not abandon or vacate the Leased Premises during the Lease Term.
- (b) Tenant shall, at its sole cost and expense, comply as to its use of the Leased Premises, with all statutes, regulations, rules, ordinances and orders of any governmental body, department or agency thereof, and abide by and observe such further reasonable, uniform rules and regulations for the management of the Building as may hereafter be established in writing by Landlord
- (c) Tenant shall report promptly in writing to Landlord any defective condition in or about the Leased Premises or the real estate leased from NS adjacent to the Leased Premises known to Tenant, its agents, servants or employees.
- (d) Before the termination of this Lease (if not in default hereunder), Tenant shall remove from the Leased Premises all its personal property which this Lease allows Tenant to remove and surrender such Leased Premises and the keys thereto to Landlord (whether or not in

default hereunder) in the same condition as at the beginning of this Lease, broom-clean, normal wear and tear only excepted. If Tenant shall fail to remove all effects from the Leased Premises upon termination of this Lease for any cause whatsoever, Landlord may remove, sell, store or otherwise dispose of the same, without liability to Tenant for loss thereof, and Tenant agrees to pay Landlord on demand any and all expenses incurred by Landlord thereby.

(e) Tenant shall pay interest, at a default rate (the "Default Rate") of five percent (5 %) per annum or the highest interest rate legally permissible, whichever is less, on any installment of Rent or additional rent or other monetary obligations to be paid by Tenant hereunder which is not paid when due. Interest at the Default Rate shall accrue from the due date of any monetary obligation until the date such obligations are paid in full, and shall be deemed to be additional rent hereunder.

(f) Tenant shall cooperate with Landlord in complying with all regulations of any governmental agency having jurisdiction of the Leased Premises, including, without limitation, any regulations relating to the conservation of energy, and/or requiring the production of information regarding the consumption of energy within the Leased Premises .

(g) Tenant shall satisfy, discharge or bond of record within ten (10) days following written notice or actual knowledge of the filing thereof any mechanic's lien filed against the Leased Premises or the Leased Premises for work or materials claimed to have been furnished to or for Tenant, or for the Leased Premises.

(h) Tenant and all those claiming by, through or under Tenant shall store their property in and shall occupy and use the Leased Premises and any improvements therein and appurtenances thereto and all portions of the Project solely at their own risk. Tenant and all those claiming or entering the Leased Premises by, through or under Tenant hereby release Landlord, to the full extent permitted by law, from all claims of every kind, including loss of life, bodily injury, consequential damages, damage to merchandise, equipment, fixtures or other property (including, without limitation, computer equipment) or damage to business or for business interruption.

Assignment and Subletting

Tenant shall not have the right to sublet the Leased Premises or assign this lease, or any part thereof, to any other person, firm or corporation without first obtaining the written consent of the Landlord. The assignee of Tenant, at the option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder and Tenant shall remain liable for the payment of the rent due hereunder notwithstanding any assignment or sublease.

Attachment: Previous Lease Agreement Oct 2019 (25-7444 : The Crossing Lease Renewal Agreement)

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Landlord's Right to Act

Landlord shall have the right, but not the obligation, to take any action required to be taken by Tenant hereunder and to cure any default without terminating this Lease. Any such action of Landlord shall be deemed authorized by the Tenant and shall be at the expense and cost of Tenant so long as reasonable under the facts and circumstances then known to Landlord. Tenant shall promptly reimburse Landlord upon demand for any amount expended under this paragraph within thirty (30) days of the date of such notice.

Right of Access

Landlord reserves the right only to enter on the Leased Premises at reasonable times for inspection, repairs and maintenance during reasonable hours.

In case of an emergency, Tenant acknowledges and agrees that Landlord may enter the Leased Premises at any time to protect life and prevent damage to the Leased Premises.

Waiver of Notice

All demands for rent and other demands and notices required by the common law or otherwise which are not expressly required by the terms hereof are hereby waived by Tenant.

Holding Over

The terms and stipulations of this Lease shall continue in full force and effect during the occupancy of said Leased Premises or any part thereof by the Tenant and shall apply to any further renting of any portion of the Leased Premises or any holdover or extension or renewal unless otherwise provided herein. Tenant shall pay, during each month of holding over, as agreed upon liquidated damages and not as a penalty, a monthly Rent of double the base monthly rent (and Tenant shall also pay any and all additional rent or other charges otherwise payable hereunder), payable immediately prior to such expiration or termination of the Term of this Lease, for the duration of such period. Should Tenant continue to occupy the Leased Premises after the expiration of the original term of the lease if it has not been renewed, or if Tenant remains beyond the term of the Lease, or after any termination of the Lease as provided herein, whether with or without Landlord's consent, such tenancy shall in no event be for any greater period than from month to month, unless otherwise agreed in writing, and shall be subject to all of the provisions of this Lease. Such continued occupancy shall not defeat Landlord's right to immediate possession as herein provided.

Signage

Tenant shall conform to the city's Code of Ordinances for all signs, seek proper permitting for same, and shall bear all costs associated with signage including permitting, installation, etc. Tenant may request variances for displaying works of art on the Leased Premises from the city's Community Development Department and obtain Landlord's prior written consent, which will not

be unreasonably withheld. Landlord may refuse consent to any proposed signage or display that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

Destruction of Leased Premises

If the Leased Premises are totally destroyed by storm, fire, lightning, earthquake, or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If Leased Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of said premises has been destroyed, and Landlord shall restore said premises to substantially the same condition as before damages as speedily as practicable provided that Tenant has maintained casualty insurance whereupon full rental shall recommence. Otherwise, the Landlord shall have no obligation to replace or rebuild any items or improvements, fixtures, furniture, inventory, equipment or otherwise installed by or placed on the Leased Premises by anyone after the date of this lease.

If any legally, constituted authority condemns any structure located on the Leased Premises or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other, by the condemning authority.

No Partnership Created

It is expressly understood that the Landlord shall not be construed or held to be a partner or associate of Tenant in Tenant's conduct of its business, it being expressly understood and agreed that the relationship between the parties hereto is and shall remain at all times that of Landlord and Tenant.

This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

Divisibility of Lease

In the event anyone or more provisions of this Lease shall be determined to be invalid or unenforceable by any Court or other appropriate authority, the remainder of the lease shall continue to remain in full force and effect, as if said invalid or unenforceable portion had not been included in the said lease.

Lawful Use

Attachment: Previous Lease Agreement Oct 2019 (25-7444 : The Crossing Lease Renewal Agreement)

It is understood and agreed that the Tenant shall be responsible for and shall conduct any business upon the Leased Premises in strict conformity with any and all laws and regulations. Tenant specifically agrees that at any and all times, Tenant shall have any and all necessary licenses and permits to conduct any business. Tenant shall not allow the conduct of any illegal activity, whether by its personnel or any others, on or about the Leased Premises.

Quiet Possession

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

Relationship to Landlord

Some employees of Landlord may also be noted as licensed Brokers or Real Estate Agents. They will be representing Landlord as transactional Brokers.

Tenant acknowledges that, if they are not represented by a Broker or Attorney, they are solely responsible for protecting their own interests.

Miscellaneous

(a)(1) Any notice, request, direction, consent, approval, waiver or other communication required or permitted under this Lease to be sent to must be in writing and will become effective only if provided to Landlord at its address set forth below:

Mayor and City Manager
City of Norcross
 65 Lawrenceville Street
 Norcross, Georgia 30071

with a copy to:

J. Patrick O'Brien, Esq.
Thompson, O'Brien, Kemp & Nasuti, P.C.
 40 Technology Parkway South, Suite 300
 Norcross, Georgia 30092

(a)(2) Any notice, request, direction, consent, approval, waiver or other communication required or permitted under this Lease to be sent to must be in writing and will become effective only if provided to Tenant at its address set forth below:

(b) Landlord shall have the right to assign Landlord's interest hereunder in Landlord's sole and absolute discretion.

(c) All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

(d) This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises of agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect

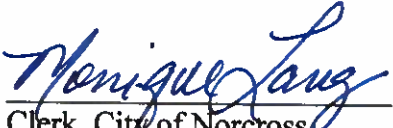
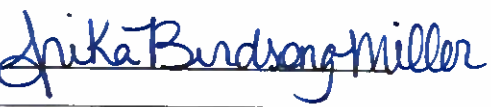
(e) This Lease may not be amended except by writing, signed by each of the parties, which writing sets forth as its express purpose the amendment of this Lease.

(f) This Lease shall be constructed under the laws of the State of Georgia.

(g) Time is of the essence of this Lease.

(h) This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease under seal as of the day and year first above written, each acknowledging receipt of an executed copy hereof.

Attest:  Clerk, City of Norcross	LANDLORD - CITY OF NORCROSS By:  (SEAL) Craig Newton, Mayor City of Norcross
WITNESS: 	TENANT -  (SEAL)

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EXHIBIT A

Aerial Photo of Depot

Attachment: Previous Lease Agreement Oct 2019 (25-7444 : The Crossing Lease Renewal Agreement)

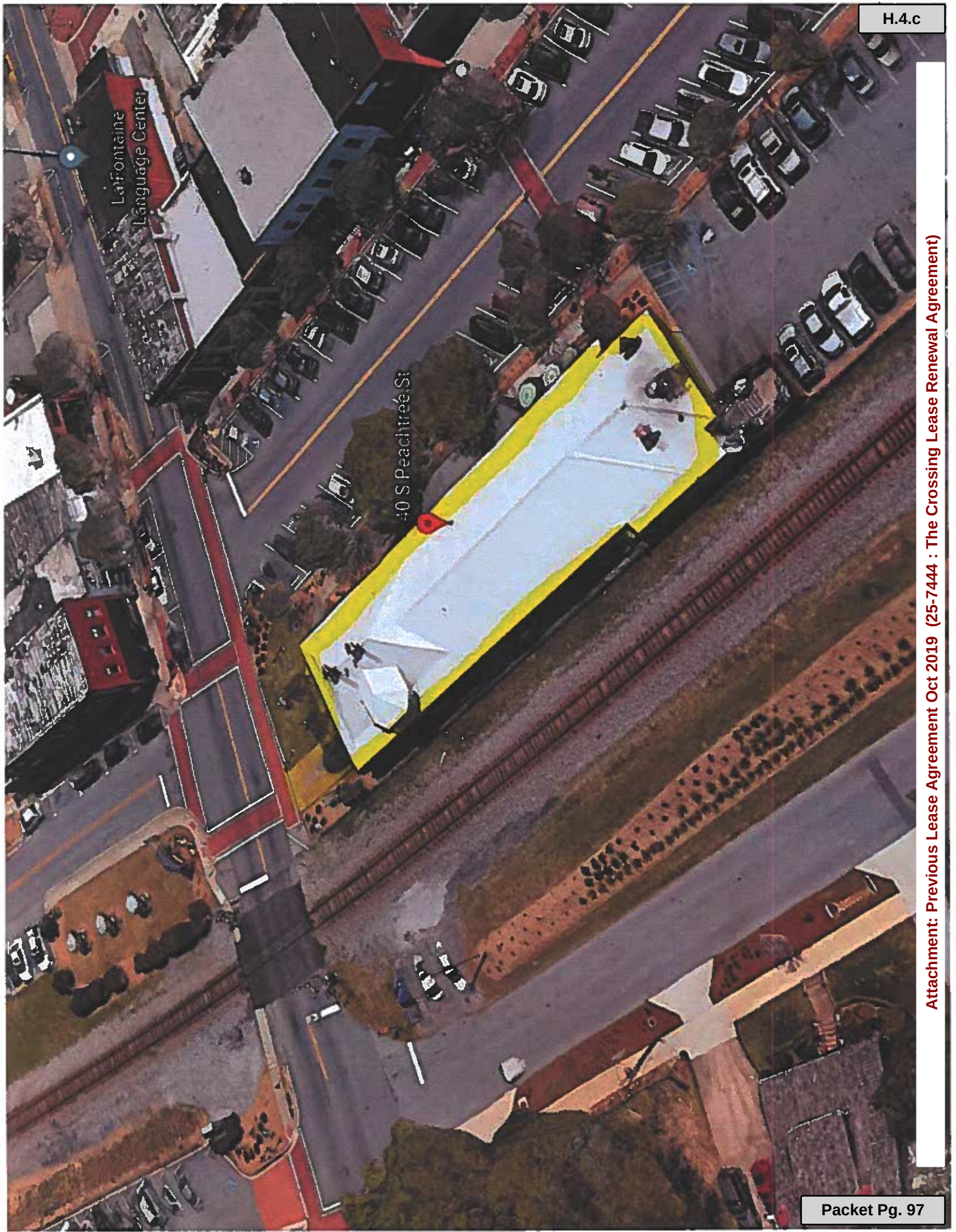


EXHIBIT B

February 21, 2019 Lease of the Depot property



Activity Number 1265906

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made as of the 21st day of FEBRUARY, 2019 by and between NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (the "Landlord") and CITY OF NORCROSS, a Georgia government entity (the "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated May 13, 2013, as amended by instrument dated March 31, 2016 (as amended, the "Lease"), for real property located at Milepost 618.50 in Norcross, Gwinnett County, Georgia, having an area of 1.04 acres, more or less (the "Premises");

WHEREAS, Landlord and Tenant desire to modify the rental payable by Tenant under the Lease and to make certain other changes to the Lease as hereinafter stated.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended, and the parties hereto do agree as follows:

1. **Increase of Premises.** Landlord and Tenant acknowledges and agree to increase the leased area from 1.04 acres of land to 1.77 acres, more or less as shown on Exhibit A, dated November 5, 2018.
2. **Change of Purpose.** The Premises shall be used for the maintenance and removal of a depot building that currently serves as a restaurant, if requested by the "Landlord", fence, paved parking, gravel parking lot, and beautification in connection to Tenant's downtown business district, and for no other purpose. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. No smoking is permitted in or about the Premises. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.
3. **Tenant-Owned Improvements.** Tenant shall have the right to use and maintain the existing Tenant-Owned paved parking, fencing, beautification, and depot restaurant (the "Tenant-Owned Improvements") located upon the Premises. Said Tenant-Owned Improvements shall not become fixtures upon the realty, but shall remain the property of Tenant and shall be removed from the Premises upon termination or expiration of the Lease.

4. **Public Parking.** The protection afforded Landlord under the provisions of Paragraph 9 of the

Attachment: Previous Lease Agreement Oct 2019 (25-7444 : The Crossing Lease Renewal Agreement)

Lease shall extend to patrons and invitees of Tenant. Tenant agrees to protect and hold Landlord harmless from and against loss, injury or damage, as set out in said Paragraph 9, accruing from the acts, negligence or default of such patrons and invitees or the presence of their property upon the Premises of Landlord, including damage to such property from railroad operations. Tenant further agrees that no gasoline or other flammable liquid shall be stored or handled upon the Premises (except fuel in fuel tanks of vehicles parked thereon).

5. **Beautification.** Tenant will enter the Premises for the additional purpose of landscaping and gardening the Premises with grass, flowers and low shrubbery and of maintaining said landscaping. In no event shall any trees be planted or permitted to grow on the Premises. This Lease is a personal privilege to Tenant and shall not be assigned without the written consent of Company, nor shall Tenant, except with such written consent, permit the Premises to be used for any purpose by any other party, firm or corporation.

Tenant will not install benches, walkways, recreation equipment or anything other than landscaping material and plants on the Premises.

Grass, flowers and shrubbery planted by Tenant on the Premises shall be maintained, cut and trimmed by Tenant in a safe and orderly manner so as not to obstruct the view of Landlord's employees engaged in railroad operations or of pedestrians or motorists. In no event shall any shrubbery be permitted to exceed 48 inches in height. Tenant agrees that no grass, flowers or shrubbery shall be planted closer than 100 feet on each side of any grade crossing over tracks of Landlord not protected by flashing light crossing signals.

In installing, maintaining or removing said landscaping, Tenant will not damage or interfere with the drainage facilities of Landlord. If new or additional drainage is required in connection with the landscaping permitted herein, such drainage will be constructed at the sole expense of Tenant, will be subject to the advance, written approval of Landlord, and will be constructed so as to cause any runoff to flow away from Landlord's railroad facilities.

6. **Renewal of Term.** To renew said Lease for an additional three (3) year term, beginning February 1, 2019, the effective date hereof, and ending January 31, 2022.

7. **Adjustment of Base Rental.** Commencing on February 1, 2019 (the "Commencement Date"), Tenant shall pay unto Landlord, without offset, abatement or demand, base rental in the amount of **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00)** per annum, payable in advance. Commencing on the first anniversary of the Commencement Date and thereafter on each anniversary thereof during the term of the Lease, the amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "Index") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of the Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. The "Adjustment Date" shall mean the first anniversary of the Commencement Date and each anniversary thereof during the term of the Lease. The Index published nearest to the Commencement Date shall be the "Base Index". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "Adjustment Index". On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under the Lease at the Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction

is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

8. Ratification; Successors and Assigns. Landlord and Tenant acknowledge and agree that the Lease, as amended by this Amendment, is hereby ratified and confirmed and in full force and effect. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. Signature. The parties agree that if an authorized officer of a party fully signs this Agreement in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Agreement, and, upon full execution of the Agreement by all parties, shall create a legally binding Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate, each part being an original, as of the day and year first above written.

Witness: As To Landlord

Signature: [Signature]
Name: Erin Huggins

Witness: As To Landlord

Signature: [Signature]
Name: Andrew Neiler

LANDLORD:

NORFOLK SOUTHERN RAILWAY COMPANY
a Virginia corporation

By: [Signature]
Name: SOLIMON JACKSON
Title: REAL ESTATE Manager

Date of Landlord Signature: 2/21/2019

[SEAL]

Witness: As To Tenant

Signature: [Signature]
Name: Ariha M. Bustany, Walter

Witness: As To Tenant

Signature: [Signature]
Name: Monique Lacy

TENANT:

CITY OF NORCROSS
a Georgia government entity

By: [Signature]
Name: D. Craig Newton
Title: Mayor

Date of Tenant Signature: January 8, 2019



P H Monday, December 3, 2018/Activity No. 1265906/iM Page 1492/100



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

City of Norcross

Legislation Details (With Details)

File #:	25-7445	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/15/2025 6:30 PM	In Control:	Policy Work Session
Title:	Pay Range Shift FY2025-2026		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Pay Range Shift FY2025-2026](#)
2. [Proposed Pay Scale](#)

Title
Pay Range Shift FY2025-2026

Drafter
Camille Washington



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

AGENDA REPORT

To: Mayor and Council

From: Camille Washington, Human Resources Director

Meeting Date: September 15, 2025 – Policy Work Session (PWS)

Item No.: 25-7445

Title: Pay Range Shift FY2025-2026

CC: Eric Johnson, City Manager

Recommendation: Approve a shift in current pay ranges (*minimum and maximum*) for the classification system of 2%, to facilitate pay ranges not falling significantly behind those of jurisdictions with which the City competes to attract and retain employees.

Background: Moving existing pay ranges by 2% keeps pay ranges more competitive than if pay ranges only adjust every few years when a pay study is conducted. Competing jurisdictions adjust their pay ranges as they complete their own studies – resulting in the City’s competitiveness slowly falling. Raising the range also helps with retention by reducing how quickly current employees reach the pay maximum for their range.

Financial Impact: Moving the pay ranges has a small, indeterminate impact since some positions are hired within the existing range rather than at the minimum.

Consistent with Comprehensive Plan?

Goal 6: Furthers the City’s Tradition of Strong Leadership and High Level of Quality Services

Attachments: Proposed Pay Scale

2% Payscale Shift 9-15-2025

Classification Title	Proposed Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum
COURT RECORDS CLERK I CUSTOMER SERVICE ASSOC. I GROUNDMAN MAINTENANCE & EQUIPMENT TECHNICIAN	102	39,663.40	51,562.42	63,461.43
BILLING SPECIALIST CODE ENFORCEMENT ADMIN COORDINATOR COMMUNITY SERVICE PROGRAM COORDINATOR COURT RECORDS CLERK II CULTURAL ARTS & TOURISM ASSISTANT I CUSTOMER SERVICE ASSOC. II LIGHT EQUIPMENT OPERATOR MAINTENANCE & EQUIPMENT OPERATOR RECEPTIONIST - ADMIN COORDINATOR RECORDS CLERK STORM WATER LIGHT EQUIPMENT OPERATOR	103	42,439.83	55,171.79	67,903.74
ADMINISTRATIVE FISCAL COORDINATOR ADMINISTRATIVE COORDINATOR II COMMUNICATIONS OFFICER CULTRUAL ARTS FACILITY TEAM LEADER EQUIPMENT OPERATOR FACILITIES TECHNICIAN METER TECH/LOCATOR PARKS & REC MAINTENANCE COORDINATOR RECORDS CLERK II REVENUE AND TAX SPECIALIST PLAN REVIEW COORDINATOR	104	45,410.62	59,033.81	72,657.00
COMMUNICATIONS OFFICER II CRIME SCENE INVESTIGATOR SENIOR PARKS & REC PROGRAM COORDINATOR FACILITIES & FLEET TEAM LEAD STORM WATER EQUIPMENT OPERATOR SENIOR COURT CLERK	105	48,589.37	63,166.18	77,742.99
ACCREDITATION MANAGER/CRIME ANALYST COMMUNICATIONS SUPERVISOR PLANNER	106	51,990.62	67,587.81	83,185.00
ASSISTANT TO CHIEF OF POLICE ASSISTANT TO CITY MANAGER DEPUTY CITY CLERK ELECTRIC APPRENTICE LINEMAN HR COORDINATOR IT SPECIALIST LAND DEVELOPMENT INSPECTOR/ARBORIST STAFF ACCOUNTANT- PAYABLE/PAYROLL STAFF ACCOUNTANT - ACCOUNTS RECEIVABLES	107	55,629.97	72,318.96	89,007.95
ASSISTANT COURT CLERK SUPPORT SERVICES MANAGER	108	59,524.06	77,381.28	95,238.50
EVENTS MANAGER LANDSCAPE & BEAUTIFICATION MANAGER PROCUREMENT & CAPITAL PROJECT MANAGER SENIOR PLANNER	109	63,690.75	82,797.97	101,905.20
ECONOMIC DEVELOPMENT MANAGER	110	68,149.10	88,593.83	109,038.56

ACCOUNTING MANAGER	111	72,919.54	94,795.40	116,671.26
COURT ADMINISTRATOR/CLERK OF COURT DOWNTOWN MANAGER/TOURISM & CULTURAL ARTS DIR. JOURNEYMAN LINEMAN PARKS & REC SUPERINTENDENT	112	78,023.90	101,431.08	124,838.25
ASSISTANT FIANCE DIRECTOR CITY CLERK COMMUNICATIONS MANAGER FACILITIES AND FLEET SUPERINTENDENT ELECTRIC SUPERVISOR	113	83,485.58	108,531.25	133,576.93
ELECTRIC SUPERINTENDENT IT MANAGER ROADS & STORM WATER SUPERINTENDENT	114	89,329.57	116,128.44	142,927.31
CITY ENGINEER ECONOMIC DEVELOP DIRECTOR PUBLIC WORKS SUPERINTENDENT	115	95,582.64	124,257.43	152,932.22
HUMAN RESOURCES DIRECTOR	116	102,273.42	132,955.45	163,637.48
COMMUNITY DEVELOPMENT & PLANNING DIR. FINANCE DIRECTOR CHIEF INFORMATION OFFICER	117	109,432.56	142,262.33	175,092.10
PUBLIC WORKS/PU & PARKS DIRECTOR PRESIDENT NORCROSS POWER	118	117,092.84	152,220.70	187,348.55
ASSISTANT CITY MANAGER	119	125,289.34	162,876.14	200,462.95
CODE ENFORCEMENT OFFICER	201	46,461.00	60,399.30	74,337.60
CODE ENFORCEMENT OFFICER II	202	49,713.27	64,627.25	79,541.23
POLICE OFFICER	204	56,916.72	73,991.74	91,066.76
DETECTIVE MASTER PATROL OFFICER	205	60,900.89	79,171.16	97,441.43
SERGEANT	206	65,772.96	85,504.85	105,236.74
LIEUTENANT	208	76,717.59	99,732.86	122,748.14
CAPTAIN	211	94,860.68	123,318.89	151,777.09
CHIEF OF POLICE	215	124,343.00	161,645.90	198,948.80
CITY MANAGER	UNG	-	-	-

PART-TIME POSITIONS		2% PAYSACLE SHIFT 9-15-2025		
Classification Title	Proposed Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum
P/T PARK ATTENDENT	101	17.82	23.17	28.51
P/T CULTURAL ARTS & TOURISM ASSISTANT P/T LIGHT EQUIPMENT OPERATOR	103	20.40	26.52	32.65
P/T CODE ENFORCEMENT OFFICER	201	21.27	27.66	34.04



Mayor: Craig Newton • **Mayor Pro Tem:** Marshall Cheek • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
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City of Norcross

Legislation Details (With Details)

File #:	25-7446	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/15/2025 6:30 PM	In Control:	Policy Work Session
Title:	City of Norcross City-Wide ACS Upgrade (Phase 1)		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - City-wide ACS Upgrade \(Phase 1\)](#)
2. [Updated City-Wide ACS Upgrade with the new card readers](#)

Title

City of Norcross City-Wide ACS Upgrade (Phase 1)

Drafter

Andre Gima



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

AGENDA REPORT

To: Mayor and Council

From: Andre M. Gima, Chief Information Officer

Meeting Date: September 15, 2025 – Policy Work Session (PWS)

Item No.: 25-7446

Title: City of Norcross City-Wide ACS Upgrade (Phase 1)

CC: Eric Johnson, City Manager

Recommendation

A recommendation to replace the City of Norcross's current, outdated, and intermittently functional access control system with a modern, up-to-date, and comprehensive access control system.

Background

Currently, the City of Norcross is utilizing an access control system called Linear eMerge Security Platform. The current system, approximately 12 years old, has passed its end-of-life cycle, as evidenced by the last software version update installed on September 30, 2020. The current vendor managing the system (Horizon Electronic Security) is extremely limited in providing adequate technical support to maintain an efficient and fully functional physical security system for the City of Norcross. The request is to upgrade to a newer, more modernized physical access security system with the Genetec Access Control Software. We request that our current physical security vendor, which maintains our security cameras for the City of Norcross GC&E, be permitted to perform the installation and configuration of the necessary equipment and software.

Financial Impact

The financial impact on the City of Norcross for the ACS phase 1 upgrade will be \$77,283.16.

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

6. Further the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

Updated City-Wide ACS Upgrade with the new card readers

City-Wide ACS Upgrade Including Card Readers

2509-MD-00

Revision: 0
Modified: 9/9/2020



Presented By:

GC&E Systems Group, LLC
5835 Peachtree Corners East
Suite A
Peachtree Corners, GA 30092
(770) 448-3908
www.gcesg.com

Scott Johnson

Presented By:

City of Norcross

Andre Gima
Chief Information Officer
andre.gima@norcrossga.net 470-843-17
65 Lawrenceville

Norcross ()
300

This proposal includes data that will not be disclosed outside the Customer and will not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offered as a result of – or in connection with – submission of this data, the Customer will have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Customer's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets.

Introduction: Company Background and Experience

Founded in 1999, GC&E Systems Group, LLC (GC&E), headquartered in Peachtree Corners, GA, is a wholly owned subsidiary of Bristol Bay Native Corporation (BBNC), an Alaska Native Corporation headquartered in Anchorage, AK. GC&E specializes in Electronic Security, Information Technology (IT), and Telecommunication Solution Design and Installation in the federal, state, and local markets.

Our team includes more than 300 technical professionals, including Network/System Architects and Engineers, Registered Communication Distribution Designers, Project Managers, Security System Installation Technicians, Electricians, and other technical professionals who are seasoned veterans in our industry. While there are many companies capable of providing the services requested, few have our proven combination of unique experience, range of expertise, and technical insights to address all facets of your requirements. In fact, GC&E may be one of a very few firms across the country that possess the broad range of expertise and experience that will be required to successfully perform this project.

Why GC&E?

- GC&E is a full-service electronic security systems integrator, which provides technically complex and innovative video surveillance, access control, intrusion detection, intercom, panic, mass notification, perimeter security, biometric, and other security solutions
- GC&E provides turnkey solutions, from the initial needs assessment and consultation, to systems engineering, design, and provisioning, through installation, and on-going system operations and maintenance, through the providing of preparedness and safety training programs
- GC&E has established partnerships with multiple electronic security system manufacturers enabling GC&E to be manufacturer and technology neutral
- GC&E possesses diverse project experience and expertise gained through the performance of over 8,000 electronic security projects over the last 10 years, which range in value from a few hundred dollars to over \$3.5 million dollars
- GC&E employs industry-recognized management and leadership with more than 100 years of combined electronic security experience and original equipment manufacturer trained and certified installation technicians and engineers
- GC&E has experience working in all major markets including Education; Federal, Civilian and Defense; State, Local, and County Governments; Law Enforcement and Correctional Institutions; Health Care; Commercial and Office; Critical Infrastructure (utilities); Manufacturing; and New Construction
- GC&E is a licensed security, electrical, and low voltage contractor
- GC&E employs seven (7) Building Industry Consulting Services International (BICSI) Registered Communications Distribution Designers
- GC&E Quality Management System is ISO 9001 certified

Scope of Work

Installation Summary:

This proposal includes a Genetec Synergis Access Control upgrade for the City of Norcross. GC&E will provide four (4) Genetec controlled Head End replacement enclosures at the following locations: City Hall at 65 Lawrenceville St, the adjacent Wingo Maintenance Facility, the Community Center located across from City Hall, and the Public Works Facility located at 345 Lively Ave.

Installation Approach:**Head End Server:**

GC&E will program and configure Genetec Synergis Enterprise Software onto an existing Server provided by the City of Norcross. This will unify with the existing Genetec Omnicast software already installed.

City Hall: 65 Lawrenceville Street Norcross:

Existing Head End Equipment located in the 2nd Floor IT Room consisting of several cabinets/enclosure to be demoed/removed by GC&E to be replaced by a single Life Safety Power (LSP) 750 Watt Enclosure with Genetec Access Control Software licensed to operate the 27 existing controlled doors. The Access Controlled doors are located all throughout the facility and counted/identified on the site walk with the City of Norcross representatives with 17 on the first Floor and 10 on the Second Floor. Twenty-seven (27) New Signo 40 card readers will be installed, replacing the existing card readers.

Additionally, three (3) existing first floor doors will be upgraded to include Door Monitoring indicating if these doors are open. Two such doors are located on the North Side of the facility at the stairwell and entrance to the Elevator near the EV Charging Station. The third location is located on the back/west side Exit near the stairwell. This will require the addition of Door Position Switches and REX Motions at these locations along with additional wiring to be run from these locations back to the Access Control Panel on the second floor suspended from J-Hooks with the ceiling to door wiring run inside Wire Mold Surface Mount Conduit.

Wingo Maintenance Facility:

At the time of the site walk, this room was locked. This section of the proposal is contingent that there is room available for the Access Control Head End Panel.

Existing Head End Equipment located in the 1st Floor IT closet adjacent to the Break Room/Kitchen to be demoed/removed by GC&E to be replaced by a single Life Safety Power (LSP) 150 Watt Enclosure with Genetec Access Control Software licensed to operate the seven (7) existing controlled doors. Access Control is currently in place for:

- Side Entrance
- Cage 1
- Cage 2
- Cage 3
- Garage to Stairs
- Interior Stair First Floor
- Main Entrance

Seven (7) New Signo 40 card readers will be installed, replacing the existing card readers.

Community Center:

The single Gym Side entrance is the only existing Access Controlled Door. We were unable to locate the Access Control Panel for

Attachment: Updated City-Wide ACS Upgrade with the new card readers (25-7446 : City of Norcross City-Wide ACS Upgrade (Phase 1))

this door during the site walk visit. We will at the time of installation locate and decommission it. An Axis Powered-by-Genetec Single Door Controller and Power Supply will be installed in the tiled ceiling above the door. Power appears to be available as there is presently a power supply in this location. This controller will connect via a Cradle Point Router supplied by the City of Norcross. One (1) New Signo 40 card reader will be installed, replacing the existing card reader.

Public Works:

The Public Works Facility IT Room is located in a branch hallway off the main hallway near the front desk. The existing Head End will be removed and replaced with a Life Safety Power (LSP) 8-Door Panel to allow for expansion.

Presently the following doors are controlled:

- Main Entrance
- Middle Side Entrance
- Rear Entrance (near roll-up door)

All doors presently have Mag Locks. A fire Alarm Relay will be provided by The City of Norcross via their Alarm Company Vendor. In the event of a fire, this relay releases the Mag Locks for emergency exit.

New Push to Exit Buttons will be installed to replace existing device at each door. A PIR Motion Request to Exit Sensor will be added to the Middle Side Entrance and Rear Entrance. PIR Motion Request at main entrance will be repurposed into the new system. New Composite Multi Conductor Cable will be run to each door and suspended from J-Hooks. Conduit will be run from the upper trusses down to the doors in the open shop area via conduit. Three (3) New Signo 40 card readers will be installed, replacing the existing card readers.

Unless explicitly stated otherwise in the Scope of Work section of this proposal, GC&E will provide basic programming to establish a functioning system per the details listed below. Programming above or beyond these parameters can be provided with an appropriate change order.

PACS – Physical Access Control System

- Server configuration – IP address, setup of **system** roles, hardware resource allocation (see note 1)
- Enroll Door Controllers
- Build doors with basic functionality – Credential Reader, DPS status, Request to Exit status, Lock relay status, push-to-exit button for maglock, door release button (where applicable).
 - Presentation of valid credential actuates the lock relay to grant access through the doorway for three to ten seconds (based on door type and location).
 - Activation of 'Rex' device releases mag lock unless bypassed via unlock schedule (or different operation requested by customer before programming begins)
- Up to five access levels will be created (e.g., Admin, Cleaning Crew, Supervisor, Personnel, Visitor)
- Build Simple Unlock schedule for up to five doors (e.g., open 0800-1700 M-F, closed holidays and weekends)
- One credential will be created in the system for testing electronic hardware for the doors.

Training:

One two-hour session will be provided for Basic Operator and Administration training.

NOTES

1. If Customer requires the use of a specific IP address scheme or range, usernames, and/or passwords, this information must be supplied in writing before installation personnel will be deployed. Otherwise, GC&E will assign using best industry practices.

EXCLUDED: Unless explicitly stated otherwise in the Scope of Work section in this proposal, these items/parameters are excluded from basic programming, but can be added via Change Order.

- Network Programming (switch programming, multicasting, etc.)
- Maps
- Cardholder Management
- Badges and Badge Templates
- Alarms & Event to Action
- Mustering
- Visitor Management
- Active Directory Setup
- Camera Analytics (edge or server)
- Email, SMS, Text, and other push notifications
- SIP programming
- Hunt Groups (intercom)
- Integration of PACS and IPVS systems (e.g., Camera call up, third party API's, etc.)

Warranty

Upon substantial completion of the project, GC&E provides a one (1) year warranty on parts and labor.

To receive product replacement and or warranty support, the customer is required to comply with the manufacturer's standard product registration process as well the standard product return policy that may include prior contact with manufacturer Technical Support, returning defective materials in the original packaging along with all original connectors, cable assemblies, connectors, and all original documentation.

Warranty Coverage does not include damage or malfunction due to accident, acts of nature (including lightning strikes), improper operation, power surge/loss, misuse, neglect, unauthorized modification or repair or use in a manner for which the equipment was not intended or required re-calibration, for any reason, after the project has been signed off as complete. Equipment, software, infrastructure, or other goods or services not provided by GC&E in this scope of work will not be covered under this warranty. Nor does it cover technician services for troubleshooting, removing or replacing any failed component not covered by this warranty.

General Assumptions and Clarifications

Project Exclusions

- Reader replacement
- Conduit
- Cable tray
- Grounding
- Plywood backboards
- PoE network switches
- X-rays and floor/wall cores
- Repairing any pre-existing issues with the system
- Bid, Payment and Performance bond costs
- Monitors, workstations, servers, and hard drive storage
- Lifts
- Engineered surveying and drawings
- Costs for independent inspections and testing
- Union labor, escorts, specific wage rates, or certified payroll
- Trenching, boring, and conduit duct bank
- Items that are not specifically listed in this quote
- Network equipment including connectivity between closets, switches, patch panels, and SFP's/GBIC's
- Troubleshooting of existing network, power, and grounding issues
- Aligning doors, frames, and center mullions
- Correcting of existing code violations

Project Assumptions and Clarifications

- Existing cable pathways are free and clear of obstructions
- Conduit stub ups and back boxes are existing or by others
- 120V electrical power is available on site for power tools for the duration of this project
- Customer supplied PC for Access control software meets the specs of Access control manufacturer
- Pricing is contingent on the project being award as a whole
- Correct usernames and passwords for workstation and servers will be provided to GC&E before GC&E arrives on site
- Customer is tax exempt
- All work will be done during normal business hours
- The existing equipment and/or cable is functional and in normal operating condition
- Manufacturers, part numbers, and MSRP pricing are subject to change due to availability and technology changes
- Pricing is in accordance with Georgia State contract 99999-SPD0000172-007
- Labor includes Project Management
- This quote is valid for 30 days from the date of quote

Terms and Conditions

1. **TAXES:** Prices exclude (unless otherwise noted in the proposal) all duties, taxes, tariffs, or other governmental charges that now are, or hereafter may be imposed upon the sale or use of the Products or Services. All such duties, taxes, tariffs, or other charges paid by GC&E shall be for the Purchaser's account. Any claimed exemption paid by GC&E shall be for Purchaser's account. Any exemption claimed from the application of such duties, taxes, tariffs, or other charges should be plainly designated on the face of orders placed with GC&E and accompanied by exemption certificates where required. If during the duration of any contract/project there is an increase or decrease in the quoted tax amount due to changes by the corresponding local/county/state entities that amount will be passed through to the customer at cost.

2. **PRICE VALIDITY:** Unless otherwise stated explicitly within this proposal document, the prices set forth in this proposal are predicated on receipt of a contract or Purchase Order within 30 days of the date of this proposal. If 30 days have passed and performance is required, GC&E reserves the right to revise the pricing in this proposal to reflect current material and labor market prices and current site conditions.

3. **PURCHASER SPECIFICATIONS:** GC&E Systems Group assumes no liability for any errors or omissions in any specification provided by the purchaser, including any errors or omissions made by GC&E in the interpretation of any such specifications. Any items included in any specification provided by the purchaser and not listed and priced on GC&E's proposal are not part of this Agreement.

4. **LIQUIDATED DAMAGES:** GC&E will not be responsible for any liquidated damages other than those attributed to delays caused solely by GC&E. If GC&E is one of several contractors responsible for delays, GC&E will only be responsible for a pro rata share of liquidated damages to the extent attributable to or caused by GC&E. GC&E will not be responsible for any liquidated damages in an amount greater than that actually assessed against GC&E.

5. **CANCELLATION:** This Agreement cannot be cancelled or postponed by the Purchaser except with GC&E's consent and upon terms that will indemnify GC&E against loss. Accordingly, Purchaser shall pay GC&E the greater of (i) a charge equal to 10% of its total price or (ii) reasonable cancellation charges, GC&E's anticipated profit, restocking fees, and expenses already incurred by GC&E in performing or preparing to perform the work required by Purchaser's order, as invoiced by GC&E. GC&E Systems Group reserves the right to cancel this Quotation Agreement if excessive downtime is encountered which, in the discretion of GC&E, is beyond its control (limited access to work area, training, etc.) or if customer fails to comply with any term of this agreement. The GC&E billable rate for downtime is per GC&E standard rates.

6. **INSPECTION:** Within five business days of receipt of the Products and Services, Purchaser shall inspect the Products and Services to check for shortages or any other nonconformity. Unless Purchaser shall thereafter notify GC&E in writing of any nonconformity (other than that relating to loss or damage in transit which claims will be made directly to the carrier) within ten days of inspection, Purchaser shall be deemed to have accepted the Products and Services without any qualifications and cannot, thereafter, reject the Products and Services for any reason. In any event, Products and Services accepted and used shall be deemed to have been accepted in good condition and in compliance with the specification and order therefore.

7. **GOVERNING LAW:** The terms of this quotation shall be governed and interpreted in accordance with the laws of the State of Alaska. If any provision of this Quotation Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect.

8. **EXISTING CODE VIOLATIONS:** Existing code violations requiring correction by the local authority inspectors is the responsibility of the customer and is not included in GC&E's pricing.

9. **PAYMENTS:** Payment is due Net 30.

10. **CREDIT CARD PAYMENTS:** Payments rendered by credit cards will be subject to an additional 3% convenience fee that will be added to the balance being paid.

11. **DELINQUENT PAYMENTS:** If any amount owing to GC&E under the terms hereof is not paid when due, interest shall accrue on any unpaid balance at a rate of 1.5% (1% for Georgia customers per O.C.G.A. § 13-11-2) simple interest every thirty (30) days. Additionally, in the event full payment is not made and GC&E is required to institute legal proceeding in order to collect amounts owing hereunder, the party against whom enforcement is sought shall be required to reimburse GC&E for all reasonable costs of collection, including attorneys' fees, if GC&E is ultimately successful in prosecuting its claims.

12. **DISCLAIMER:** In no event shall GC&E Systems Group be responsible for any direct, indirect, incidental, special or consequential damages, including loss of profits, revenue, and/or data, incurred by any party to the agreement, or any third party, resulting from the usage of products or services supplied under this Quotation Agreement, even if such party has been advised of the possibilities of such damages.

13. **ACCEPTED:** This Quotation Agreement and any exhibits attached hereto constitutes the entire agreement between parties concerning the subject matter hereof, superseding all prior negotiations, discussions and agreements, oral or written. The above prices, specifications and all conditions are satisfactory and are hereby accepted. GC&E is authorized to do work as specified. Payment will be made as outlined above.

Bill of Materials

State of Georgia Contract 99999-SPD0000172-007

Description	Qty	UoM	Manuf	Part #	MSRP	% off	Unit Price	Extended Price
PIR REQUEST TO EXIT SENSOR WITH SOUNDER GRAY	2	Each	Bosch	DS160	\$120.00	20.25%	\$95.70	\$191.40
Axis Powered by Genetec A1210 Network Door Controller	1	Each	Genetec	02368-001	\$800.00	25.25%	\$598.00	\$598.00
Advantage for 1 Synergis Enterprise Reader software – 1 Year	41	Each	Genetec	ADV-RDR-E-1Y	\$25.00	25.25%	\$18.69	\$766.29
24 Door Wired DV Standard - High Power, panduit 24DR, 20A/12V and 20A/24V, 40 Aux, 24 Lock, E12M, MR52/LP1502	1	Each	Genetec	FPO250/250/250-3C85D8PE12M/P24-A	\$9,662.13	25.25%	\$7,222.44	\$7,222.44
Synergis Cloud Link Generation 2 With 2GB Of Ram, 16GB Flash, Image Installed With Synergis Access Control Firmware, Four RS-485 Ports, PoE	3	Each	Genetec	SY-CLOUDLINK-G2	\$1,330.00	25.25%	\$994.18	\$2,982.54
LifeSafety Power -150W power supply, 12A/12V or 6A/24V/12V	2	Each	Genetec	SY-FPO150-100C82D8PE6M-P8A	\$2,707.54	25.25%	\$2,023.89	\$4,047.78
MERCURY MP1502 INTELLIGENT CONTROLLER (2 DOORS, UP TO 4 READERS WITH OSDP) - 2 reader connection licenses included	3	Each	Genetec	SY-MP1502	\$1,915.00	25.25%	\$1,431.46	\$4,294.38
Reader interface module	17	Each	Genetec	SY-MR52-S3	\$920.00	25.25%	\$687.70	\$11,690.90
Sub Total								\$31,793.34

Attachment: Updated City-Wide ACS Upgrade with the new card readers (25-7446 : City of Norcross City-Wide ACS Upgrade (Phase 1))

Bill of Materials

State of Georgia Contract 99999-SPD0000172-007 Cost+20%

Description	Qty	UoM	Manuf	Part #	GC&E Cost	Cost + 20%	Extended Price
3/4" EMT Conduit, couplings, connectors, and straps	1	Lot	3/4" EMT	3/4" EMT	\$46.44	\$57.72	\$57.72
Request To Exit Station, 1.5" Button, Pneumatic Time	3	Each	Alarm Controls	TS-14	\$231.91	\$278.29	\$834.87
18/2 Stranded Plenum - Yellow	1000	Foot	Comtran	34842-YL	\$0.18	\$0.22	\$220.00
Miscellaneous Installation Materials	1	Lot	GC&E	Misc Cost	\$1,186.52	\$1,423.82	\$1,423.82
Shipping and Handling	1	Lot	GC&E	S&H Cost + 20%	\$1,112.37	\$1,334.84	\$1,334.84
Contactless smartcard reader – multi-technology, mobile ready, wall switch mount	38	Each	HID Global	40NKS-00-000000	\$212.88	\$255.46	\$9,707.28
Recessed Steel Door Contact w/Wire Leads, 3/4 Diameter, Closed Loop, White, 3/8 Gap Size	3	Each	Interlogix	1078C-N	\$22.73	\$27.32	\$81.96
Access Control Cable - Plenum, 18-4C+22-2C+22-4C+22-3P STR BCFOIL SHD	1000	Foot	Lake Cable	S16C4ECM P-04	\$0.85	\$1.02	\$1,020.00
Steel raceway 700 Ivory	5	Each	Wiremold	V700	\$18.43	\$22.12	\$110.60
Lead acid battery, 12 Volt, 7 Ah, 0.187 terminal	6	Each	Yuasa	NP712	\$20.56	\$24.69	\$148.14
Sub Total							\$14,939.42

Attachment: Updated City-Wide ACS Upgrade with the new card readers (25-7446 : City of Norcross City-Wide ACS Upgrade (Phase 1))

Project Summary

Project Summary	
State Contract Equipment:	\$31,793.73
Cost + 20% Equipment:	\$14,939.43
State Contract Labor:	\$30,550.00
Sub Total:	\$77,283.16
Estimated Tax:	Exempt
Grand Total:	\$77,283.16

Tariffs: Any Tariff or unforeseen material surcharge related to recent tariffs on raw goods will be passed along to the customer in the form of a change order prior to acceptance and delivery of this project. Failure of acceptance may result in the cancellation of the project by GC&E Systems Group, LLC

I have read all of the project scope information and fully understand the quote in its entirety. I have also had the opportunity to request clarification on any and all items listed in this document. I have full authority to execute this agreement and enter into contract with GC&E Systems Group to furnish labor and materials for the project scope as listed above.

Company: City of Norcross
Printed Name: _____
Signature: _____
Title: _____
Dated: _____

I have fully coordinated, reviewed, and/or clarified all project scope information listed above with the customer.

Company: GC&E Systems Group, LLC
Printed Name: Scott Johnson
Signature: _____
Title: Senior Account Manager
Dated: _____

Attachment: Updated City-Wide ACS Upgrade with the new card readers (25-7446 : City of Norcross City-Wide ACS Upgrade (Phase 1))



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

City of Norcross

Legislation Details (With Details)

File #:	25-7447	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/15/2025 6:30 PM	In Control:	Policy Work Session
Title:	Norcross Power Feasibility Study		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Norcross Power Feasibility Study](#)
2. [Norcross Power Operational Update Sept 2025 v1](#)

Title
Norcross Power Feasibility Study

Drafter
Jim Trupiano



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: Jim Trupiano, President of Norcross Power

Meeting Date: September 15, 2025 – Policy Work Session (PWS)

Item No.: 25-7447

Title: Norcross Power Feasibility Study

CC: Eric Johnson, City Manager

Recommendation

Authorize Norcross Power to perform a feasibility study with MEAG for a high-density load on Lively St. This study includes preliminary engineering and provides project cost estimates. The study will take 90 days and cost \$25,000.

Background

Norcross Power and Economic Development have been partnering to identify high density load business opportunities to locate to the City of Norcross. Lively Streets' proximity to a substation and large transmission lines makes it attractive for industrial businesses that require substantial electric capacity and resiliency. Lively Street currently has multiple locations on the market.

Our goal is to complete a feasibility study so we can proactively share it with property brokers to highlight the true market value of those properties on Lively Street.

Financial Impact

\$25,000

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

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

Attachments

Norcross Power Operational Update Sept 2025 v1

Norcross Power Operations Update



September 2025

Pole Top Rescue Training

Safety

Top Priority

- Ø ECG Diamond Safety Award Winner 3-years in a row.
- Ø Employee performance management has resulted in a 10-month period with zero “Near Miss” reports.
- Ø Implemented “Competent Person” process when the line crew works on primary wire. This process requires a senior linemen to oversee work step by step while calling out safety processes ensuring safety protocol.
- Ø Individual ECG training plans in place for each member of the line crew.



Infrastructure Maintenance



Infrared Testing: Proactively identified and repairing 14 potential infrastructure failure points.
(7 critical/priority repairs completed)



Pad Mount Inspections: Identified and replacing 9 pad mounts and 38 junction boxes.
(6 pad mounts completed & 26 junction boxes completed)



Pole Assessments: Identified and replacing 25 poles.
(20 completed)



Meter Testing: Continued annual testing for both self-contained and transformer rated poly-phase metering sites.

Outage Prevention



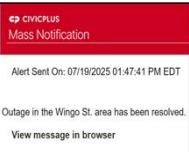
Viper & Trip Savers: Completed installation of 3 Vipers and 12 Trip Savers.



Vacu-Fuses: Completed installation of 6 wildlife outage prevention devices.



Tree Trimming and Tree Removal: Weekly tree trimming routine implemented along with scheduled arborist assessment of dead, diseased or hazardous trees.



Outage Communication: Increased customer communication during outages.

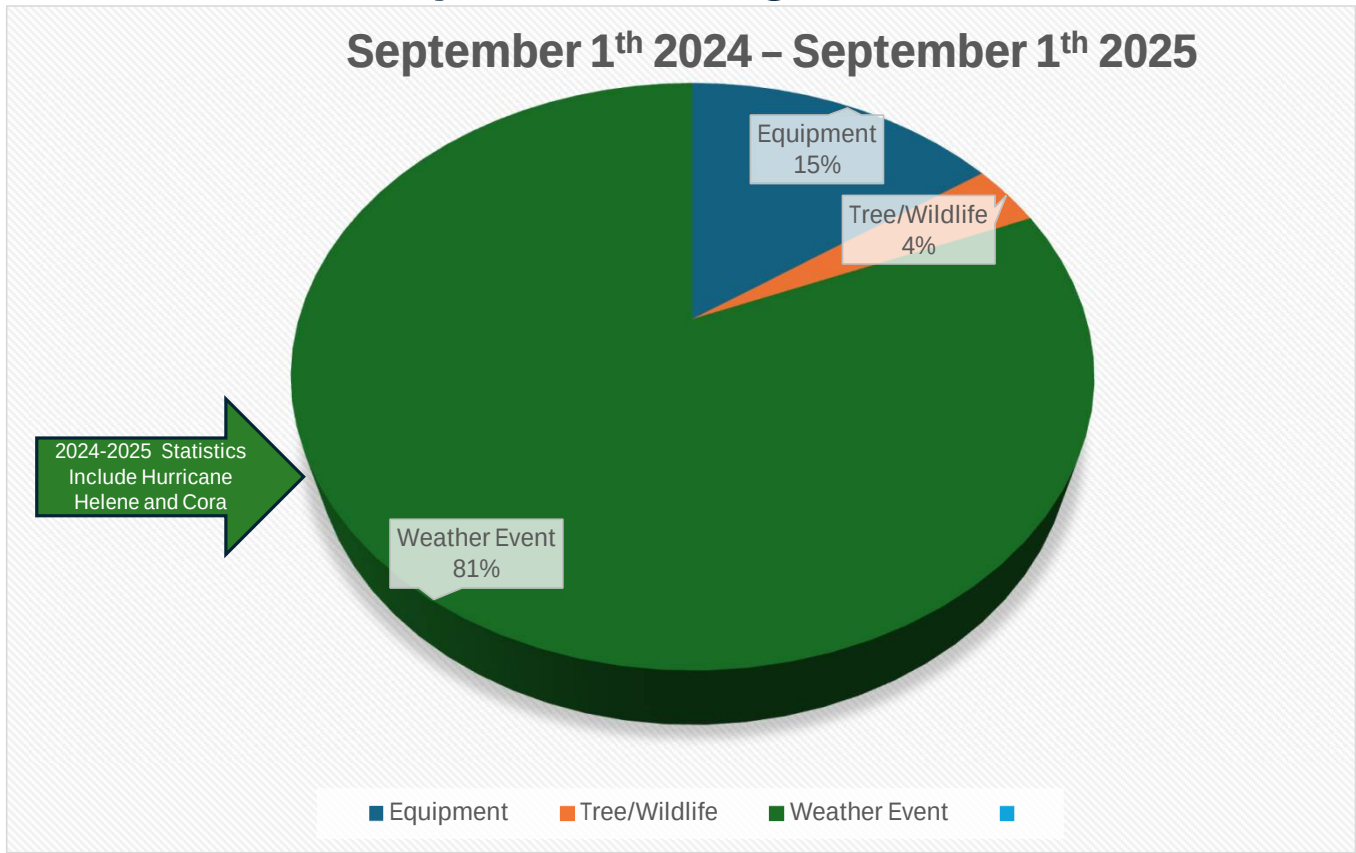


Outage Times: 1.2/hrs. excluding weather events and 3.99/hrs. including weather events (8/4/2024 to 8/4/2025 12- month view)

4

System Outage Data

September 1th 2024 – September 1th 2025



System Average Interruption Duration Index (SAIDI) 208/Min. or 3.47 Hrs. annually
99.96% Uptime

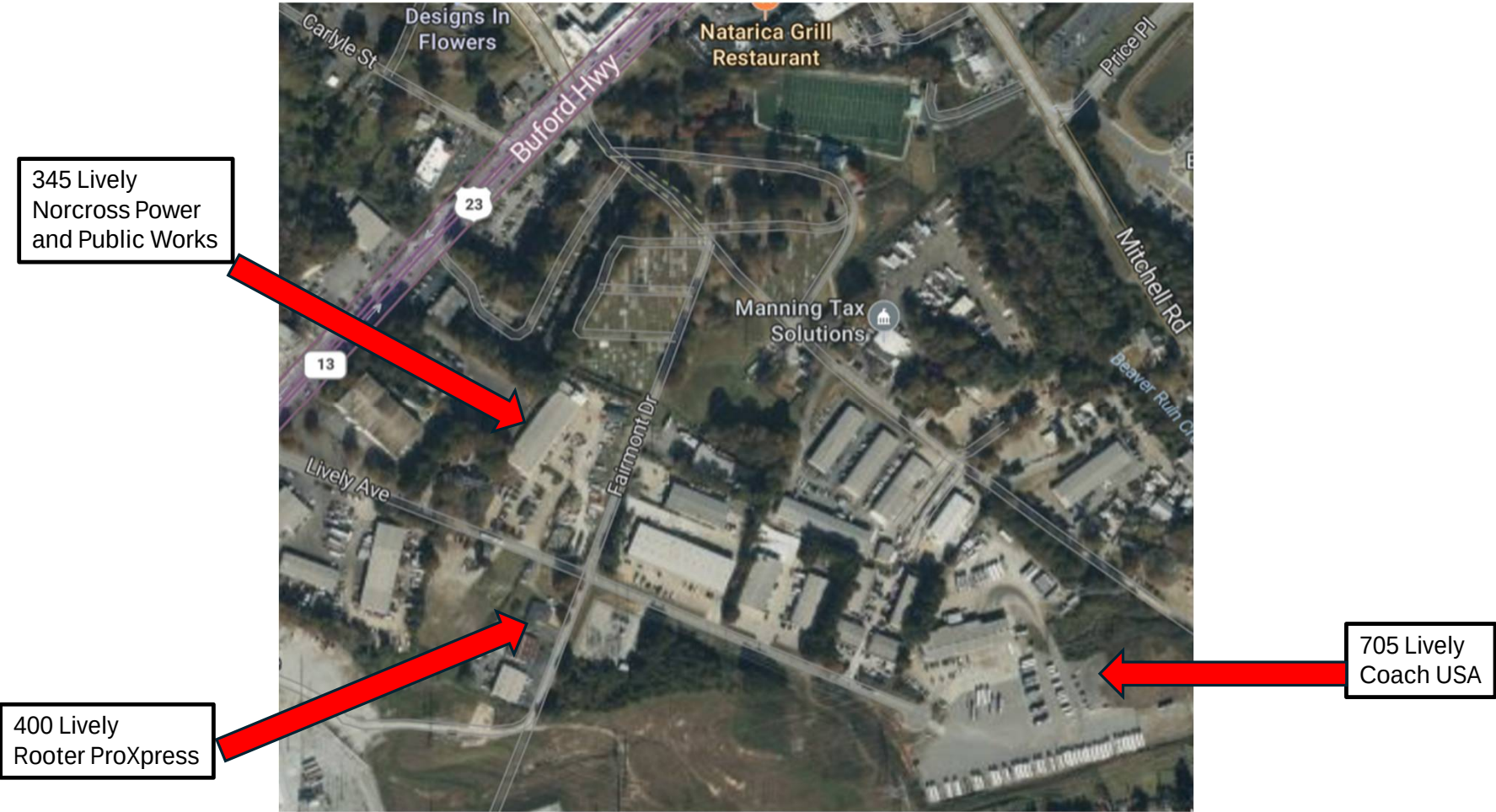
U.S. Average

2022 SAIDI 333/Min or 5.5 Hrs.
2023 SAIDI 366.6/Min or 6.11 Hrs.
U.S. Energy Information Administration (EIA)

CITY OF NORCROSS

Appendix

Lively Street Activity





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

City of Norcross

Legislation Details (With Details)

File #:	25-7448	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/15/2025 6:30 PM	In Control:	Policy Work Session
Title:	Appointment of an Advisory Committee to Consider Accessory Dwelling Unit Text Amendments		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Consideration of the Appointment of an Advisory Committee to Consider Accessory Dwelling Unit Text Amendments](#)

Title

Appointment of an Advisory Committee to Consider Accessory Dwelling Unit Text Amendments

Drafter

Tracy Rye



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: Tracy Rye, Assistant City Manager

Meeting Date: September 15, 2025 – Policy Work Session (PWS)

Item No.: 25-7448

Title: Consideration of the Appointment of an Advisory Committee to Consider Accessory Dwelling Unit Text Amendments

CC: Eric Johnson, City Manager

Recommendation

Consider the appointment of an advisory committee to discuss and provide direction for the amendment of UDO Code Sections 201 and 202 relating to accessory dwelling units.

Background

On August 5, 2025, a moratorium was enacted on acceptance of applications for new ADUs. Based on the presence of the moratorium, at the August 18, 2025 Council Policy Meeting, staff requested discussion to gain insight and direction from Council and how to proceed with the text amendments to the UDO. Council determined that a small group advisory committee may be appointed to establish the direction for text amendments, definitions, and determination of development standards and regulations for ADUs.

At the September 2 Regular Council Meeting, Council deferred action on the appointment of an ADU Advisory Committee, voting to table the item for further deliberation at the September 15 Policy Work Session.

Financial Impact

None

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

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Ensures that Norcross Residents have a Variety of Attainable, Quality Housing Options

Attachments

NA



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

City of Norcross

Legislation Details (With Details)

File #:	25-7449	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/15/2025 6:30 PM	In Control:	Policy Work Session
Title:	Safe Streets for All (SS4A) Safety Action Grant Execution		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Safe Streets for All \(SS4A\) Safety Action Grant Execution](#)
2. [693JJ32540860 - City of Norcross](#)
3. [SS4A FY 24 Terms and Conditions](#)
4. [SS4A FY 24 Exhibits](#)

Title
Safe Streets for All (SS4A) Safety Action Grant Execution

Drafter
Tracy Rye



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: Tracy Rye, AICP, Assistant City Manager

Meeting Date: September 15, 2025 – Policy Work Session (PWS)

Item No.: 25-7449

Title: Safe Streets for All (SS4A) Safety Action Grant Execution

CC: Eric Johnson, City Manager

Recommendation

1. Authorize the execution of a grant agreement with the United States Department of Transportation (US DOT) for the development of a Safe Street for All (SS4A) Planning and Demonstration project to create a Safety Action Plan for the City of Norcross, subject to final review by the City Attorney's office and authorize the Mayor to sign all related documents.
2. Also, further authorize the City Manager's office to issue an RFP for services related to the creation of the Safety Action Plan at the appropriate time.

Background

In late Summer of 2024, the City applied to the US Department of Transportation (US DOT) for a Planning and Demonstration Grant under the Federal Safe Streets for All (SS4A) program to develop a Safety Action Plan for roadways within the City of Norcross. The Planning and Demonstration projects are a precursor to being able to apply for future implementation funds from the US DOT.

The total amount of the project is anticipated to be \$310,000 of which there is a 20% match. On November 15, 2024 the City was notified that the Department of Transportation had awarded the City \$248,000 toward the development of the Safety Action Plan, with a \$62,000 match from the City.

When the representative for the US DOT sent over the initial attachments in January 2025, they were forwarded to the City Attorney's office. No major concerns were raised at that point and the City Attorney's office will review this final iteration of the agreement prior to final execution by the City.

Financial Impact

\$310,000 anticipated total project cost
\$248,000 grant from US DOT
\$ 62,000 City Match

Consistent with Comprehensive Plan?

Goal 2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
Goal 3. Increases Opportunities for Travel via Different Modes within and Outside the Community

Attachments

693JJ32540860_City of Norcross
SS4A FY 24 Terms and Conditions
SS4A FY 24 Exhibits

Next Steps

If approved, the packet will be sent to the City Attorney for final review and then for execution by the Mayor.

1. Federal Award No.

693JJ32540860

2. Effective Date

See No. 16 Below

3. Assistance**Listings No.**

20.939

4. Award To

City of Norcross

65 Lawrenceville Street

Norcross, GA 30071

Unique Entity Id.: H4C1D4T6HE29

TIN No.: 58-6000632

5. Sponsoring Office

U.S. Department of Transportation

Federal Highway Administration

Office of Safety

1200 New Jersey Avenue, SE

HSSA-1, Mail Drop E71-117

Washington, DC 20590

6. Period of Performance

Effective Date of Award – 24 Months

7. Total Amount

Federal Share: \$248,000.00

Recipient Share: \$ 62,000.00

Other Federal Funds: \$0

Other Funds: \$0

Total: \$310,000.00

8. Type of Agreement

Grant

9. Authority

Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.

HSA250643PR

11. Federal Funds Obligated

\$248,000.00

12. Submit Payment Requests To

See Article 5.

14. Accounting and Appropriations Data15X0176E50.0000.055SR50500.5592000000.4101
0.61006600**13. Description of the Project**

The Development of a Safety Action Plan for the City of Norcross.

RECIPIENT**15. Signature of Person Authorized to Sign**_____
Signature

Date

Name: Craig Newton

Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION**16. Signature of Agreement Officer**_____
Signature

Date

Name: Ryan Buck

Title: Agreement Officer

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Norcross (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Develop a New Comprehensive Safety Action Plan.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("**SS4A**") Grant Program," dated March 17, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

Attachment: 693JJ32540860 - City of Norcross (25-7449 : Safe Streets for All (SS4A) Safety Action Grant Execution)

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

H.9.b

2.1 Application.

Application Title: Develop a New Comprehensive Safety Action Plan

Application Date: 08/29/2024

2.2 Award Amount.

SS4A Grant Amount: \$248,000.00

2.3 Federal Obligation Information.

\$248,000.00

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

The project will be completed in one phase.

Planning and Demonstration Narrative: The City of Norcross is a rapidly growing community in the Atlanta metropolitan area. As the city grows, its transportation network faces increasing challenges, including congestion, pedestrian and bicyclist safety, and the need for equitable access to transportation resources. The city is committed to safety and seeks funding to develop a Safety Action Plan through the USDOT Safe Streets and Roads for All (SS4A) grant program. This plan will address the city's safety needs, including in high-risk areas like the historic downtown and major roadways, ensuring that all residents, including underserved communities, can travel safely.

Attachment: 693JJ32540860 - City of Norcross (25-7449 : Safe Streets for All (SS4A) Safety Action Grant Execution)

3.2 Project's Estimated Schedule.

H.9.b

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	February 1, 2027
Planned SS4A Final Report Date:	June 1, 2027

Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$248,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$62,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$310,000

(b) RESERVED

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

Attachment: 693JJ32540860 - City of Norcross (25-7449 : Safe Streets for All (SS4A) Safety Action Grant Execution)

CONTACT INFORMATION**4.1 Recipient Contact(s).**

Len Housley
 Public Works Director
 City of Norcross
 345 Lively Ave, Norcross GA 30071
 678-421-2000
len.housley@norcrossga.net

4.2 Recipient Key Personnel.

Name	Title or Position
Len Housley	Public Works Director
Tracy Rye	Assistant City Manager
Amir Mahfoozpour	City Engineer

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
 Federal Highway Administration
 Office of Safety
 HSSA-1, Mail Stop: E71-117
 1200 New Jersey Avenue, S.E.
 Washington, DC 20590
 202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
 Federal Highway Administration
 Office of Acquisition and Grants Management
 HCFA-42, Mail Stop E62-310
 1200 New Jersey Avenue, S.E.
 Washington, DC 20590
 202-493-2402
HCFASS4A@dot.gov

and

Agreement Officer's Representative (AOR)
75 Ted Turner Drive, Suite 1000
Atlanta, Georgia 30303-3104
(404) 562-3934
Georgia.FHWA@fhwa.dot.ga

H.9.b

and

Jared Lombard
Georgia Division Office Lead Point of Contact
Community Planner
Atlanta, Georgia 30303-3104
(404) 562-33617
Jared.lombard@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for

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- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** The Recipient must coordinate its supplemental planning and/or demonstration activities with the jurisdiction that has an existing Action Plan in place that was used to apply for the supplemental planning and/or demonstration activities.
- 6.6** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

H.9.b

Study Area: City of Norcross Safety Action Plan – Citywide project

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs [for all Grants]	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations [for all Grants]	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

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ATTACHMENT B CHANGES FROM APPLICATION

H.9.b

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: Schedule has been adjusted to allow for the delay in grant execution.

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds	0	0	0	0
Non-Federal Funds	0	0	0	0
Total Previously Incurred Costs	0	0	0	0
Future Eligible Project Costs				
SS4AFunds	0	0	0	0
Other Federal Funds	0	0	0	0
Non-Federal Funds	0	0	0	0
Total Future Eligible Project Costs	0	0	0	0
Total Project Costs	0	0	0	0

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[RESERVED]

ATTACHMENT D

[RESERVED]

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
x	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The purpose of creating this citywide safety action plan is to examine citywide safety conditions and to develop a plan to address those conditions and to improve safety throughout the city and especially in identified disadvantaged communities. Should this project identify construction projects that are implemented at a future date, the creation of good paying jobs with free and fair choice to join a union and incorporating strong labor standard will be addressed as part of the construction project process.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

Not applicable - grant does not require the purchase of information technology or operational technology.

[RESERVED]

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT
PROGRAM:
FHWA PROJECTS

Date: June 13, 2024
Revised: October 1, 2024
Revised: March 17, 2025

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “IIJA”) established the Safe Streets and Roads for All (the “SS4A”) Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2024 for the SS4A Discretionary Grant Program.

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2024 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

ARTICLE 7 PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8 USDOT ROLE

8.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.

- (b) The Federal Highway Administration (the “FHWA”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

8.2 USDOT Program Contact.

Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2822

ARTICLE 9 RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction; if applicable;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the

recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 27.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

9.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

- 9.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

ARTICLE 10

AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

- 10.1 Federal Award Amount** The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is “Single,” then the project-specific agreement obligates for the budget period the amount listed in Section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is “Multiple,” (for phased agreements) then an amount up to the Grant Amount listed in Section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

10.3 Budget Period

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

(a) The period of performance for this award begins on the effective date of award listed in page 1, Block 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 11

STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 11.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.3 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.
- 11.2 Statement of Work Changes.** If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.
- 11.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant date(s):
- (1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
 - (2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6 (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:
 - (1) the "Non-Federal Funds" amount decreases; or

- (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:
 - (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
 - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SS4A Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3(a).

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12 GENERAL REPORTING TERMS

- 12.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.3. Reports will be added to a central repository maintained by FHWA.
- 12.2 Alternative Reporting Methods.** FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.
- 12.3 Paperwork Reduction Act Notice.**

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13 PROGRESS AND FINANCIAL REPORTING

- 13.1 Quarterly Performance Progress Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.
- 13.2 Quarterly Financial Status.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.
- 13.3 Final Performance Progress Reports and Financial Status.** No later than 120 days after the end of the period of performance, the Recipient shall submit:

- (1) a Final Performance Progress Report in the format and with the content described in Exhibit C for each Quarterly Performance Progress Report, including a final Federal Financial Report (SF-425); and
- (2) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 14 PERFORMANCE REPORTING

14.1 **Baseline Performance Measurement.** Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

- (1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
- (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 **SS4A Final Report.**

The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIJA:

- (1) the costs of each eligible project and strategy carried out using the grant;
- (2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—
 - identified in the grant application; and
 - measured by data to the maximum extent practicable;
- (3) [RESERVED]
- (4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15

NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

- (1) accept the remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy; or
- (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

- (1) after considering the Recipient's response under section 15.1(b); or
- (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

15.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:

- (1) additional conditions on the award;
- (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
- (3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16 AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (5) the USDOT determines that termination of this agreement is in the public interest.
 - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17 MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
- (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2024 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2024” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2024” in column c (“Additional Award Identification”).

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18 CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, “Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards for each construction material are provided at 2 CFR 184.6.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic content procurement preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies.

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) manufactured products; (iii) construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated. An article, material, or supply incorporated into an infrastructure project must meet the requirements for only the single category in which it is classified.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“**Construction materials**” means articles, materials, or supplies that consist of only one of the items listed in paragraph (21) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

- (1) The listed items are:
 - non-ferrous metals;
 - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - glass (including optic glass);
 - fiber optic cable (including drop cable)
 - lumber;
 - engineered wood; and
 - drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Project” means the development of a safety action plan (including supplemental and topical plans) or the temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

“Section 70917(c) materials” cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.

18.3 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract

for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

18.4 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.6 Recipient Responsibilities for Subawards.

If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

18.7 Subaward and Contract Authorization.

If the USDOT Office for Subaward Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f) (6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

ARTICLE 19 COSTS, PAYMENTS, AND UNEXPENDED FUNDS

19.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

- (b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures.

(a) If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then the Recipient shall not request reimbursement more frequently than monthly.

19.10 Match. The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

ARTICLE 20

LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21

AGREEMENT MODIFICATIONS

21.1 Bilateral Amendments. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications. The USDOT may update the contacts who are listed in section 4.3 by written notice to all the Recipient contacts who are listed in sections 4.1 and 4.2.

21.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 20.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22

[RESERVED]

ARTICLE 23

[RESERVED]

**ARTICLE 24
LABOR AND WORKFORCE**

24.1 Labor and Workforce. Attachment E documents the consideration of job quality and labor rights, standards, and protections related to the Project.

**ARTICLE 25
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE****25.1 Critical Infrastructure Security and Resilience.**

Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project. Attachment F documents the consideration of critical security infrastructure for projects that include the purchase of information technology and/or operational technology.

**ARTICLE 26
CIVIL RIGHTS AND TITLE VI****26.1 Civil Rights and Title VI**

- (a) The purpose of sections 26.1(b)–26.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21, including any amendments thereto.

(b) If the Recipient is an Existing Recipient, the Recipient shall submit to the USDOT either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration's implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.

(c) If the Recipient is "New," then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C., before entering this agreement.

(d) In this section 26.1:

(1) "**Title VI**" means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

(2) "**Existing**" means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

(3) "**New**" means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

ARTICLE 27 FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

27.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

27.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

(b) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, the Recipient agrees that its compliance in all respects with all

applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

- (c) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination law.
- (d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

27.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

27.4 History of Performance. Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

27.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

27.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 32, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R part 175: Award term for Trafficking in Persons; and

- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

27.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 28 ASSIGNMENT

28.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 29 WAIVER

29.1 Waivers.

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 30 ADDITIONAL TERMS AND CONDITIONS

30.1 Effect of Planning and Demonstration or Implementation Award. Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2024 Notice of Funding Opportunity for Safe Streets and Roads for All.

30.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

30.3 Environmental Review

(a) In this section, “**Environmental Review Entity**” means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 30.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity’s actions under section 30.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

- (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
 - (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

30.4 Railroad Coordination. If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

30.5 Relocation and Real Property Acquisition.

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, , comparable replacement dwellings in accordance with 49 C.F.R. part 24.

30.6 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 30.6 for all tiers of subawards under this award.

ARTICLE 31 MANDATORY AWARD INFORMATION

31.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 33.2;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

ARTICLE 32 CONSTRUCTION AND DEFINITIONS

32.1 Attachments. This agreement includes the following attachments as integral parts:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Reserved
Attachment D	Reserved
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience
Attachment G	Reserved

32.2 Exhibits. The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2024 SS4A Grant Program”, dated March 17, 2025, and available at <https://www.transportation.gov/grants/ss4a/grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

- 32.3 Construction.** If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.
- 32.4 Integration.** This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.
- 32.5 Definitions.** In this agreement, the following definitions apply:
- “**Program Statute**” means the BIL section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.
- “**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.
- “**SS4A Grant**” means an award of funds that were made available under the SS4A NOFO.
- “**Grant Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 33 AGREEMENT EXECUTION AND EFFECTIVE DATE

- 33.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.
- 33.2 Effective Date.** The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.

U.S. DEPARTMENT OF TRANSPORTATION
EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT
PROGRAM

June 13, 2024
Revised: March 17, 2025

EXHIBIT A

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2024 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and

- Financial Transactions – 31 U.S.C. 1352
- ee. Freedom of Information Act – 5 U.S.C. 552, as amended
- ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
- ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- nn. Wilderness Act – 16 U.S.C. 1131-1136
- oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
- tt. Bringing in and harboring certain aliens – 8 U.S.C. 1324
- uu. Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

Executive Orders

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154, Unleashing American Energy
- i. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- j. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

Presidential Policy Directives and Memorandums

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

- Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26, including any amendments thereto (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

- a. Any applicable OMB Circular based upon the specific FY 2024 Safe Streets and Roads for All Grant Recipient.

Highway Federal Legislation

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)

- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139
- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

Federal Highway Regulations

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2024 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37, and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2024 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. Part 21, including any amendments thereto, will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2024 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2024 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2024 SS4A grant program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as

the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), the Consolidated Appropriations Act, 2024, Pub. L. No. 118-122 (Mar. 9, 2024), the Regulations for the Administration of FY 2024 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

TERM B.2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2024 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or

contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is

erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the **“SAM”**) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
 - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C

QUARTERLY PERFORMANCE PROGRESS REPORTS: FORMAT AND CONTENT

1. **Purpose.** The purpose of the Quarterly Performance Progress Reports under this agreement for the FY 2024 SS4A grant program is to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.
2. **Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. The first Quarterly Performance Progress Report should include a detailed description of the items funded.
 - (a) **Project Information.** This section provides the name of the project, the State, the federal agency to which the report is submitted, submission date, award number, name of the recipient, report year and quarter and NOFO funding year.
 - (b) **Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any significant activities and issues, action items and outstanding issues.
 - i. **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable IJJA or NOFO requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.
 - ii. **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.
 - (c) **Milestones.** This section documents progress of the milestones outlined in Section 3.2. The Recipient should include the baseline date (when the project is projected to begin) of each milestone, amendments to those dates (if applicable) and the actual/expected date of completion. There are Milestone charts for action plans, supplemental planning activities, demonstration activity projects and implementation (both construction and non-construction) projects.

EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the “**Agreement**”).

This instrument obligates **[\$XXX]** for **[insert portion of project listed in the Agreement]**.

[Recipient name] states that:

- (1) the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

	By: _____
Date _____	Signature of Recipient’s Authorized Representative
	[insert name]
	_____ Name
	[insert title]
	_____ Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

	By:	
Date		Signature of USDOT’s Authorized Representative
		[insert name]

		Name
		[insert title]

		Title

Attachment: SS4A FY 24 Exhibits (25-7449 : Safe Streets for All (SS4A) Safety Action Grant Execution)



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

City of Norcross

Legislation Details (With Details)

File #:	25-7450	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/15/2025 6:30 PM	In Control:	Policy Work Session
Title:	Norcross Ready to Ride: Safe Cycling to School Initiative		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Norcross Ready to Ride - Safe Cycling to School Initiative](#)

Title

Norcross Ready to Ride: Safe Cycling to School Initiative

Drafter

Councilmember Matt Myers
Councilmember Andrew Hixson



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

Agenda Report

To: Mayor and Council

From: Councilmember Matt Myers
 Councilmember Andrew Hixson

Meeting Date: September 15, 2025– Policy Work Session (PWS)

Item No.: 25-7450

Title: Norcross Ready to Ride: Safe Cycling to School Initiative

CC: Eric Johnson, City Manager

Recommendation

Consider the following recommendations to advance the Norcross Ready to Ride: Safe Cycling to School Initiative:

- Norcross leverage recent surveyed data and potential conduct a new survey to engage community.
- Norcross Police Department, in conjunction with an external traffic engineer, to conduct safety audit of current most used routes or provide guidance on optimal route and sign locations.
- Norcross declare itself a “Ready to Ride” City and create policy and supporting ordinances to support Safe Cycling to local Schools.
- Norcross follow community best practices such as “Bikes May Use Full Lane” Signs with potential of combined Painted or Marked Bike symbols or physical infrastructure

Background

Norcross has an active and engaged community that supports cycling and more recently with the popularity of local schools has seen an increase in Elementary and Middle School aged children cycling to school along some of our most vehicle-traveled roads. This initiative aims to alleviate community ambiguity with cycling laws and implement community best practices for safe cycling.

Financial Impact:

TBD

Consistent with Comprehensive Plan?

1. Continues to define Norcross’ sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Increases Opportunities for Travel via Different Modes within and Outside the Community

Attachments

NA



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

City of Norcross

Legislation Details (With Details)

File #:	25-7451	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/15/2025 6:30 PM	In Control:	Policy Work Session
Title:	Thrasher Park Amphitheater String Lighting		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Thrasher Park Amphitheater String Lighting](#)
2. [Layout Concept-Thrasher Park Amphitheater String Lighting](#)
3. [Vendor Quote 1 - Cater 1 Enterprises](#)
4. [Vendor Quote 2 - The Outdoor Lights Inc.](#)
5. [Vendor Quote 3 - Divine Lightscares LLC.](#)

Title

Thrasher Park Amphitheater String Lighting

Drafter

Len Housley



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: Len Housley, Director of Public Works

Meeting Date: Sept 15, 2025 – Policy Work Session (PWS)

Item No.: 25-7451

Title: Thrasher Park Amphitheater String Lighting

CC: Eric Johnson, City Manager

Recommendation

Approve the installation of String Lighting at Thrasher Park Amphitheater.

Background

There has been ongoing discussion whether string lighting at Thrasher Park would improve the aesthetics and ambiance during evenings and events. A concept layout of proposed string lighting is attached.

Three vendor quotes have been received:

- “Carter 1 Enterprises”-\$39,921.23
- “The Outdoor Lights Inc.”-\$14,892.79
- “Divine Light Scapes”-\$9,300.00

The recommendation would be to meet with Divine Light Scapes to finalize scope and project expectations.

Financial Impact

\$9,300.00 plus 10% contingency=\$10,230

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

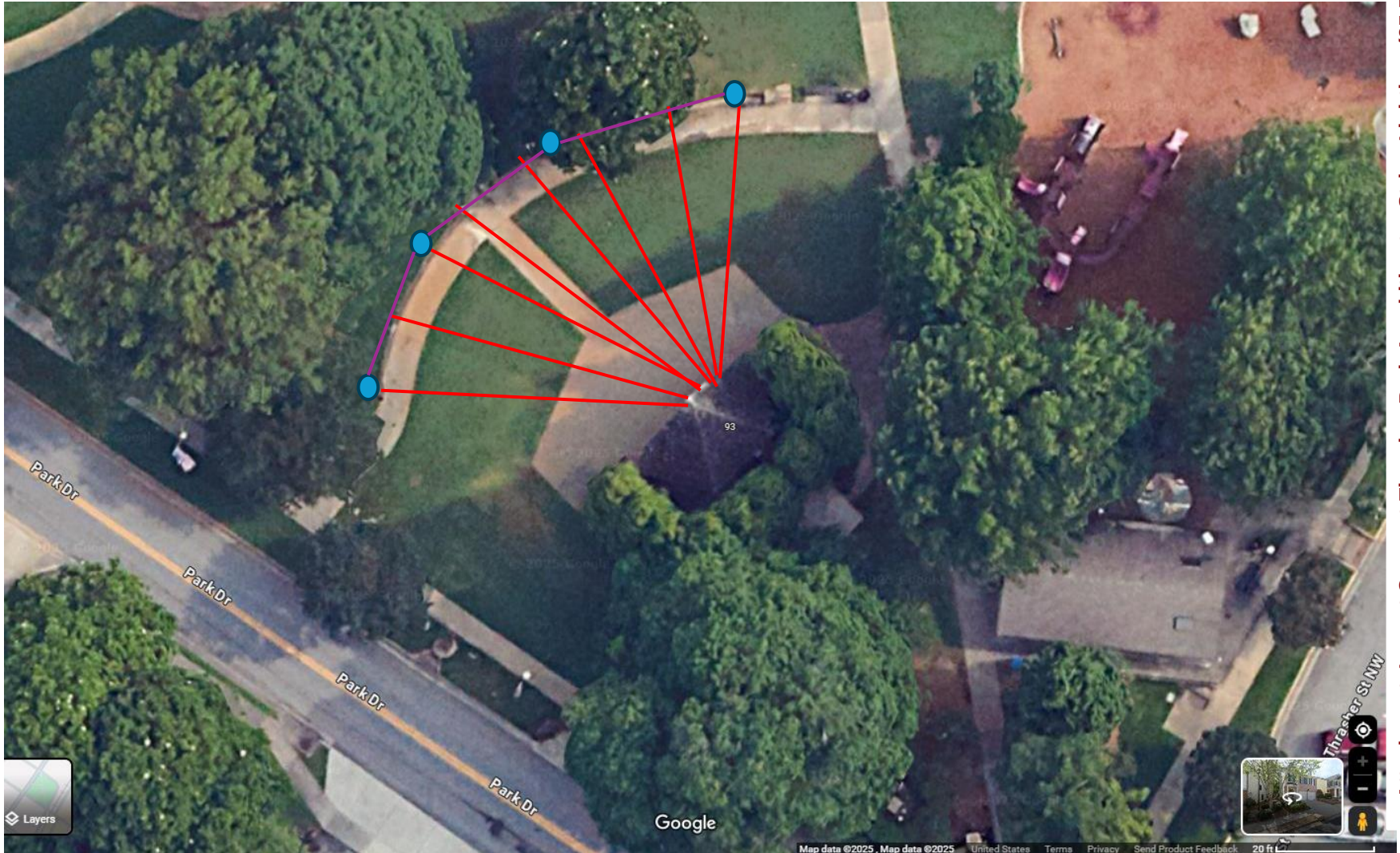
Attachments

- Layout Concept-Thrasher Park Amphitheater String Lighting
- Vendor Quotes

Update

Draft Concept-Thrasher String Lighting

- Poles
- Guidewires
- String lights



Attachment: Layout Concept-Thrasher Park Amphitheater String Lighting (25-7451 :



Estimate: City of Norcross Edison Bistro Light Installation

Category	Description	Qty	Price
LED Bistro Lights Installation	Supply and installation of new LED Edison bistro lights including fixtures, wiring, and necessary mounting. Includes all labor to mount and connect fixtures for operational readiness.		\$8,200.00
Lighting Fixtures	Premium-grade LED Edison-style fixtures (2700K warm color) selected for public market ambiance and durability in outdoor environments.		\$7200.00
Galvanized Wire	Installation of stainless steel galvanized wire spanning support points to securely hold bistro lighting in place.		\$1,100.00
Steel Posts	Installation of 24' x 4x4 structural steel posts, primed and painted for corrosion resistance, positioned to support wire and fixture load.	4	\$5,400.00
Hardware	All required mounting brackets, fasteners, and tensioning components for secure, long-term installation.		\$950.00
Concrete Footings	Construction of 8 ft deep concrete footings with 2 ft gravel base for drainage and rebar reinforcement. Designed to anchor steel posts in compliance with public market structural standards.	4	\$13,000.00
Light Pole Base Installation	Excavation, underground digging, installation of sonotubes at specified elevations, reinforcement placement, and pouring of 4000 psi concrete. Includes stripping and final finishing.		\$1,600.00
Equipment & Labor	Provision of specialized equipment and skilled crew for installation, ensuring compliance with safety and municipal guidelines.		\$2,100.00
Waste Disposal	Dumpster and disposal services for removal of all project-related debris.		\$0.00

Attachment: Vendor Quote 1 - Cater 1 Enterprises (25-7451 : Thrasher Park Amphitheater String Lighting)

	TOTAL		\$39,921.23
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Note: Estimate includes all labor, supervision, and equipment.

TheOutdoorLights, Inc.
3335A Hutchinson Road,
Cumming, GA 30040

770-844-1760 ER101991 LVG105193

Proposal

H.11.d

Proposal Date: 8/13/2021
Proposal #: 20160

Ship To:

93 Park Dr.
Norcross, GA 30071

Bill To:

City of Norcross
345 Lively Ave
Norcross, Ga 30071

TERMS

3% 15 days w/ Check

Qty	Description
	Lighting Project For: Thrasher Park 93 Park Dr. Norcross, GA 30071
	Proposal to install café lights over the amphitheater green space
460	Festive String Lights, with Medium Base Socket (no bulbs). Sold by the foot. lights to fan over the green space from the amphitheater. There will be six café poles behind the stone retaining wall the café lights will tie into
230	LED Festive Bulb Medium Base
6	12FT x 1.5in black steel custom festive light pole to secure cafe lighting
1	IHOOK 1/4 x 3
1	Weatherproof Switch
12	Concrete by the bag
1	Electrical Hook Up
	Project Total: \$14,892.79
	If paying by Credit Card, please add 3% convenience fee.
	Our terms are Due Upon Completion of Project. Accounts paid after 30 days from invoice date will be subject to a 1.5% monthly finance charge until balance is paid in full.

Attachment: Vendor Quote 2 - The Outdoor Lights Inc. (25-7451 : Thrasher Park Amphitheater String Lighting)

Check Policy: For your convenience, if your check is dishonored or returned for any reason, we will electronically debit your account for the amount of the check plus a \$30.00 processing fee.

3335A Hutchinson Road . Cumming, GA 30040 . P 770-844-1760 . F 770-844-1747 . www.TheOutdoorLights.com
Design Build - Installation - Maintenance

TheOutdoorLights, Inc.
3335A Hutchinson Road,
Cumming, GA 30040

770-844-1760 ER101991 LVG105193

Proposal

H.11.d

Proposal Date: 8/13/2021
Proposal #: 20160

Ship To:

93 Park Dr.
Norcross, GA 30071

Bill To:

City of Norcross
345 Lively Ave
Norcross, Ga 30071

TERMS

3% 15 days w/ Check

Qty	Description
	CONTRACTOR AGREEMENT This agreement made the 13th day of August 2025 by and between The Outdoor Lights, Inc. & City of Norcross / Michael Jones hereinafter called the Contractor and the Owner. Witnessed, that the Contractor and the Owner for the considerations named agree as follows: Contract Price The Owner shall pay the Contractor for the material and labor to be performed under the contract the sum of Fourteen Thousand Eight Hundred Ninety Two & 79 /100 Dollars (\$14,892.79) subject to additions and deductions pursuant to authorized change orders. Contractor Work The Contractor shall furnish all of the materials and perform all work shown on Proposal #20160 as annexed hereto as it pertains to work to be performed on property at 93 Park Dr. Norcross, GA 30071 This is an estimate only and the price is subject to change if our crew encounters any unforeseen conditions which could not be reasonably anticipated ahead of time. Progress Payments The contract price shall be paid in the manner following, 70% down and the remaining 30% upon completion of project. Accounts paid after 30 days from invoice date will be subject to a 1.5% monthly finance charge. By: Chris Wakefield, President Contractor By: _____ Owner IMPORTANT NOTE: We are happy to request a utility locate which will indicate if there are underground utilities on your property to ensure we do not disturb them during the installation process. These include lines from the power, cable TV, gas and phone companies. This usually requires a minimum of 72 hours to complete, however, there is no cost to you. TheOutdoorLights, Inc. is not responsible for accidental damage to any other below ground utilities such as invisible fences, irrigation, water, or sewer lines. It should be noted that the cable sites will be marked with orange paint which may take time to fade completely. Would you like us to make the call to schedule a utility locate for you at this time? ___ Yes or ___ No. Warranty of low voltage lighting is for one year on parts, and one year labor. After one year, we charge labor and support manufacture warranties. Warranty is lifetime on Up Light fixtures and Transformers. Warranties on other fixtures are 5 to 7 years, per manufacture warranty. Warranties will not be honored if damaged by an act of nature, lightning, flood, tornado, etc. They are also not covered if we did not install the fixture. We don't warranty other companies work. Warranty for high voltage system is for one year on labor, workmanship, fixtures, ballast, timers, and bulbs. If payment is not received in full according to contract terms the customer will agree to pay 1.5% interest per month until the open balance is collected. If The Outdoor Lights, Inc. has to pursue legal action to collect payment the customer will be required to cover all lawyer fees, court cost or other cost incurred during collection process. Pricing represented in this proposal is valid for 30 days from the proposal date only. If you have questions regarding this proposal contact Victor Porter at 678.780.9030

Check Policy: For your convenience, if your check is dishonored or returned for any reason, we will electronically debit your account for the amount of the check plus a \$30.00 processing fee.

3335A Hutchinson Road . Cumming, GA 30040 . P 770-844-1760 . F 770-844-1747 . www.TheOutdoorLights.com
Design Build - Installation - Maintenance

Divine Lightscapes LLC

+14042421022

Tim@DivineLightscapesAtlanta.com

www.DivineLightscapesAtlanta.com

DIVINE LIGHT SCAPES

Proposal

ADDRESS

93 Park Drive
Norcross
GA
30071
United States

PROPOSAL # 4181

DATE 09/06/2025

ACTIVITY	QTY	RATE	AMOUNT
Fixture:Divine String Lights **4 steel poles will be used and the magnolia** Provide and install: LED 120V Bistro String Lights (per design) • UL listed • Clear, omni-directional light source • Elegant, exposed filament design • Dimmable LEDs • UL & FCC compliant *The Strand Features a waterproof seal Two-way mounting holes at each lamp position eliminate the need for zip ties and creates a more secure installation for the life of the string lights. Warranty 1 years *Bulb Wattage 2.5 Lumens 180 Kelvin Temperature 2700 Operating Range 110-130V CRI 95 Lamp Life 30,000 hours Warranty 1 year *Controller Provide and install: Dimmer Switch and Remote Wireless Remote Control for Dimming with Favorite Setting. UL Listed Warranty 1 year *Lowering and raising mechanism. A custom pulley system for servicing will be included.	1	9,300.00	9,300.00

Attachment: Vendor Quote 3 - Divine Lightscapes LLC. (25-7451 : Thrasher Park Amphitheater String Lighting)

ACTIVITY	QTY	RATE	AMOUNT
Cable and all hardware is stainless steel. Will not rust or corrode.			
Note:About us. A little about us.		0.00	0.00
Over 440 5 Star reviews on Google.			
Over 75 5 Star reviews on Angies list.			
Over 70 5 Star reviews on Nearby Now.			
Family owned and operated business for over 15 years.			
Serviced thousands of home in Metro Atlanta.			
Low-Voltage Electrical License LVG105624			
Workers compensation, General Liability and Business License.			
Dedicated to customer satisfaction. Will create the best experience.			
Please let me know me if you have any question. My personal cell phone number is 404-242-1022.			
Thank you, Tim Snyder (Owner)			

This proposal includes all parts and labor for complete project. All applicable state and local taxes have been paid on all installed materials.	TOTAL		\$9,300.00
If you wish to pay by Credit Card, please add 3% convenience fee to total. We accept Apple Pay, Visa, Amex, MasterCard and Discover.			
Accepted By	Accepted Date		



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

City of Norcross

Legislation Details (With Details)

File #:	25-7452	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/15/2025 6:30 PM	In Control:	Policy Work Session
Title:	Installation of Overhead Fan in Thrasher Park Amphitheater		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Installation of Overhead Fan in Thrasher Park Amphitheater](#)
2. [Overhead Fan Estimates](#)
3. [Photos-Fan Thrasher Park](#)

Title
Overhead Fan – Thrasher Park Amphitheater

Drafter
Mayor Pro Tem Marshall Cheek



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: Mayor Pro Tem Marshall Cheek

Meeting Date: September 15, 2025 – Policy Work Session (PWS)

Item No.: 25-7452

Title: Installation of Overhead Fan in Thrasher Park Amphitheater

CC: Eric Johnson, City Manager

Recommendation

Discuss the installation of an 8-foot industrial diameter fan in the Thrasher Park Amphitheater.

Background

-Amphitheater built over a decade ago. No cooling system accommodation has been installed permanently (temporary fans have been used in the past if requested)

Size within stage: Width 29 feet and 9 inches / Depth 16 feet and 5 inches

Financial Impact

\$5,680 and up

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
6. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

- Overhead Fan Estimates
- Photos

discussion to gain insight and direction from Council and how to proceed with the text amendments to the UDO. Council determined that a small group advisory committee be appointed to establish the direction for text amendments, definitions, and determination of development standards and regulations for ADUs.

At the September 2 Regular Council Meeting, Council deferred action on the appointment of an ADU Advisory Committee, voting to table the item for further deliberation at the September 15 Policy Work Session.

Financial Impact

None

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

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Ensures that Norcross Residents have a Variety of Attainable, Quality Housing Options

Attachments

NA

Michael see details on our 3 industrial models below.

Let me know if you have any questions.

POWERFOIL X4.0:



12' \$10,480
 14' \$10,580
 16' \$10,680
 18' \$10,780
 20' \$10,880
 24' \$11,080

Cutsheet: [Cutsheet - PowerfoilX4](#)

Warranty: 15 year mechanical and 7 year electrical (15 year electrical w BAF Install)

Key Features:

- **NitroSeal gearbox** - Hermetically sealed STÖBER® gearbox reduces heat buildup and resists corrosion for extended life
- Best built, longest lasting and top performing fan that we offer
- Offset motor that allows for any work/replacement to happen at the ceiling (rather than taking the whole fan down)
- Available upgrades include [BAFcon control systems](#) (multi-fan control), LED Kit occupancy sensor, and more

POWERFOIL D



8' \$9,355
 10' \$9,455
 12' \$9,555
 14' \$9,655
 16' \$9,755
 18' \$9,855
 20' \$9,955
 24' \$10,155

Cutsheet: [Cutsheet - Powerfoil D](#)

Warranty: 15 year mechanical and 7 year electrical (15 year electrical w BAF Install)

Key Features:

- **Direct Drive** - Permanent-magnet motor and VFD reduce noise, EMI, and energy usage
- **IP66-rated** protection against dust, water, and vapors for indoor or outdoor use
- Moves more air than our Basic models
- Available upgrades include [BAFcon control systems](#) (multi-fan control), LED Kit occupancy sensor, and more

[POWERFOIL 6 INDUSTRIAL FAN:](#)



8' \$5,680
 10' \$5,780
 12' \$5,880
 14' \$5,980
 16' \$6,080
 18' \$6,180
 20' \$6,280
 24' \$6,480

Cutsheet: [Cutsheet - Powerfoil6.pdf](#)

Warranty: 7 year mechanical and 3 year electrical

Key Features:

- **Plain and Simple Air Movement** - Designed for customers who want air movement with the lowest upfront cost
- Industrial-grade motor and double lip-sealed gearbox lubricated for life with synthetic oil
- Onboard, pre-wired NEMA 4X variable frequency drive
- Available upgrades include [BAFcon control systems](#) (multi-fan control)

Thank you

--

Prince Stewart

Senior Sales Account Manager

T: (859) 977-7934

[View the latest Big Ass Fans catalog!](#)



BIG ASS FANS®

**COMFORT WITHOUT
COMPROMISE**



City Hall Fan



H.12.c



Attachment: Photos-Fan Thrasher Park (25-7452 : Overhead Fan - Thrasher Park



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

City of Norcross

Legislation Details (With Details)

File #:	25-7453	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/15/2025 6:30 PM	In Control:	Policy Work Session
Title:	Ability to Vote on Select Items at Policy Work Sessions		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Ability to Vote at Policy Work Session on Select Items](#)

Title
Ability to Vote on Select Items at Policy Work Sessions

Drafter
Mayor Pro Tem Marshall Cheek



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

Agenda Report

To: Mayor and Council

From: Mayor Pro Tem Marshall Cheek

Meeting Date: September 15, 2025 – Policy Work Session (PWS)

Item No.: 25-7453

Title: Ability to vote on select items at Policy Work Sessions

CC: Eric Johnson, City Manager

Recommendation: Direct the City Manager and City Attorney to bring back a recommendation on ordinance changes that would allow the City Council to vote on select items at its monthly Policy Work Session rather than carry them forward to the monthly Regular Mayor and Council Meeting, or hold a special called meetings for the same purpose.

Background Some items brought before the City Council for approval are routine in nature and may not warrant a discussion at the monthly Policy Work Session followed two or three weeks later by approval at the Regular Mayor and Council meeting without further discussion (i.e., approved on the Consent Agenda). Section 2-36. – Rules of Procedures identifies the purpose of both a Policy Work Session (Sec. 2-36 (b)(1)), and a Regular Mayor and Council meeting (Sec. 2-36 (b)(3)). The Regular Mayor and Council meeting is “the only meeting (other than a special called meeting) that official actions are taken.” In the absence of changing Section 2-36 to allow voting at the Policy Work Session, the City would need to schedule special called meetings to facilitate votes on what Section 2-36 (4) allows for “time sensitive” issues. There are items that may not be considered “time sensitive” but are non-controversial, are determined by Mayor and Council not to require policy consideration, but simply require approval by vote of the City Council and for which delay in approval is deemed unnecessary.

Financial Impact: None.

Consistent with Comprehensive Plan?

Goal 6 - Furthers the City’s Tradition of Strong Leadership and High Level of Quality Services.

Attachments None.



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

City of Norcross

Legislation Details (With Details)

File #:	25-7454	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/15/2025 6:30 PM	In Control:	Policy Work Session
Title:	Converting from a Commercial Land Use to Residential		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Converting from a Commercial Land Use to Residential](#)

Title
 Converting from a Commercial Land Use to Residential

Drafter
 Councilmember Josh Bare



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: Councilmember Josh Bare
Meeting Date: September 15, 2025 – Policy Work Session (PWS)
Item No.: 25-7454
Title: Converting from a Commercial Land Use to Residential
CC: Eric Johnson, City Manager

Recommendation

Discuss transitioning the city's commercial-dedicated properties to residential use, its impact on the city's economics, how it shapes a live/work/play culture, and identify and implement steps now to ensure the city remains vibrant 50 years from today.

Background

We have at least one developer that wants to convert a gateway into the city from office space to mixed use commercial, office, townhomes, and multifamily. This proposal could see 400 to 500 apartment units added. An adjacent 10 acre site also in the city limits is just now hitting the market and being positioned as another place for potential multifamily to also be built.

Financial Impact

Unknown

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

Goal 6 Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

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

City of Norcross

Legislation Details (With Details)

File #:	25-7365	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/15/2025 6:30 PM	In Control:	Policy Work Session
Title:	City Manager Follow-Up and Prioritization on Mayor and Council- Initiated Requests		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Monthly report on Requests and Inquiries - September PWS](#)

Title

City Manager Follow-Up and Prioritization on Mayor and Council-Initiated Requests

Drafter

Eric Johnson



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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: September 15, 2025 – Policy Work Session (PWS)

Item No.: 25-7365

Title: Monthly report from City Manager on requests/inquiries from individual elected officials

Recommendation Receive monthly report from City Manager regarding Mayor and Council requests/inquiries.

Background At the June 2025 Policy Work Session, it was suggested that the City Manager schedule a monthly agenda item to be discussed at the end of the agenda identifying individual requests and inquiries from the Mayor and from individual City Councilmembers. A list will be provided for discussion at the meeting. The format/software used to produce and track the list may change over time.

Financial Impact: No added cost is anticipated.

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

Next Steps A list will be provided monthly at the Policy Work Session.

Attachments NA



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

City of Norcross

Legislation Details (With Details)

File #:	25-7455	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/15/2025 6:30 PM	In Control:	Policy Work Session
Title:	Development of a Sidewalk Inventory		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Development of a Sidewalk Inventory](#)
2. [Norcross Sidewalk Gap Inventory, August 2019.](#)

Title
Development of a Sidewalk Inventory

Drafter
Councilmember Bruce Gaynor



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

Agenda Report

To: Mayor and Council

From: Councilmember Bruce Gaynor

Meeting Date: September 15, 2025 – Policy Work Session

Item No.: 25-7455

Title: Development of a Sidewalk Inventory

CC: Eric Johnson, City Manager

Recommendation: Direct staff to determine the need for an updated inventory of sidewalks within the City including those that are the responsibility of the City of Norcross, of the Georgia Department of Transportation (GDOT) and of the Gwinnett County Department of Transportation. The inventory should also identify where there are current gaps in sidewalks, and recommendations for a funding strategy for maintenance – to address any maintenance backlog, and ongoing maintenance needs.

Background: The City has developed prioritized maintenance strategies for sidewalk repairs but there is currently no plan to install new sidewalks or widen sidewalks except for the Norcross Beaver Ruin Greenway. The first step in developing a prioritized strategy for sidewalks would be to update the City's inventory, or develop a plan to add sidewalks, including where there are gaps in existing sidewalks. Using that information, the City Council can both consider how to address gaps that prevent uninterrupted use of existing sidewalks. Lastly, the inventory facilitates consideration of where sidewalks might optimally be added – either with local funds or by leveraging State and/or federal grant dollars. With the upcoming development of Safe Streets for All study, the City will position itself to submit federal grants beneficial for all modes of transportation. Additionally, Public Works has been working with Gwinnett County for a sidewalk improvements plan along Holcomb Bridge Road.

In August of 2019, Jacobs conducted a Norcross Sidewalk Gap Inventory. The following were recommended:

1. Select and weight priority criteria
2. Assign point values to each missing segment
3. Review available ROW and determine feasibility of 5' or 10' paths
4. Assign missing segments to High, Medium, and Low Priority buckets
5. Conduct a planning-level cost estimate for each segment
6. Allocate annual City funding to minor sidewalk improvements
7. Identify additional resources (i.e. grants) to supplement City funds
8. Create an annual work program based on highest needs and available annual funding
9. Design and construct improvements annually
10. Determine an approach for missing segments outside the City of Norcross' jurisdiction (County, State, and private roads)

Public Works Sidewalk Maintenance budget is \$40,000 a year. This budget mainly addresses repairs and replacement of existing sidewalks City wide.

Financial Impact: To be determined.

Consistent with Comprehensive Plan:

Goal 2-Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment.

Goal 6 - Furthers the City's Tradition of Strong Leadership and High Level of Quality Services.

Next Steps: Determine what information the City has available and what may be needed to establish a complete inventory or new sidewalk plan. This project may or may not require external assistance.

Attachments:

Norcross Sidewalk Gap Inventory, August 2019.



Norcross Sidewalk Gap Inventory

August 2, 2019

Purpose



**Creating a
Sidewalk Connectivity
Program is one of the City
of Norcross' top priorities**

according to the 2040 Comprehensive Plan



**An accurate inventory of
where sidewalks are present
and where they are missing is
the first step**

Creating Useful Data

Created a new dataset for analysis and cost estimation, including representation of missing segments

Previously available datasets were either:

1. Overly segmented
2. Included internal property walkways
3. Lacking data for “missing” segments
4. One-sided



Methodology

- Initial inputs
 - Gwinnett County GIS pavement data (April 2018)
 - Desktop verification using Google Earth aerial photography (July 2019)
 - GDOT pedestrian crash data (past 5 years)
 - City of Norcross Street Measurements Database (2018)
- Alleys not included
- Created a new dataset to show sidewalks on both sides of the street in continuous segments, including missing pieces, classified as:
 - Existing Sidewalk
 - No Sidewalk
 - No Sidewalk – One Side
- Note: Sidewalk lines are approximate, GIS-level data (not survey data) and are not exact locations or distances

Norcross Sidewalk Inventory

Sidewalk Status

— No Sidewalk - One Side

— No Sidewalk

— Existing Sidewalk

■ Building

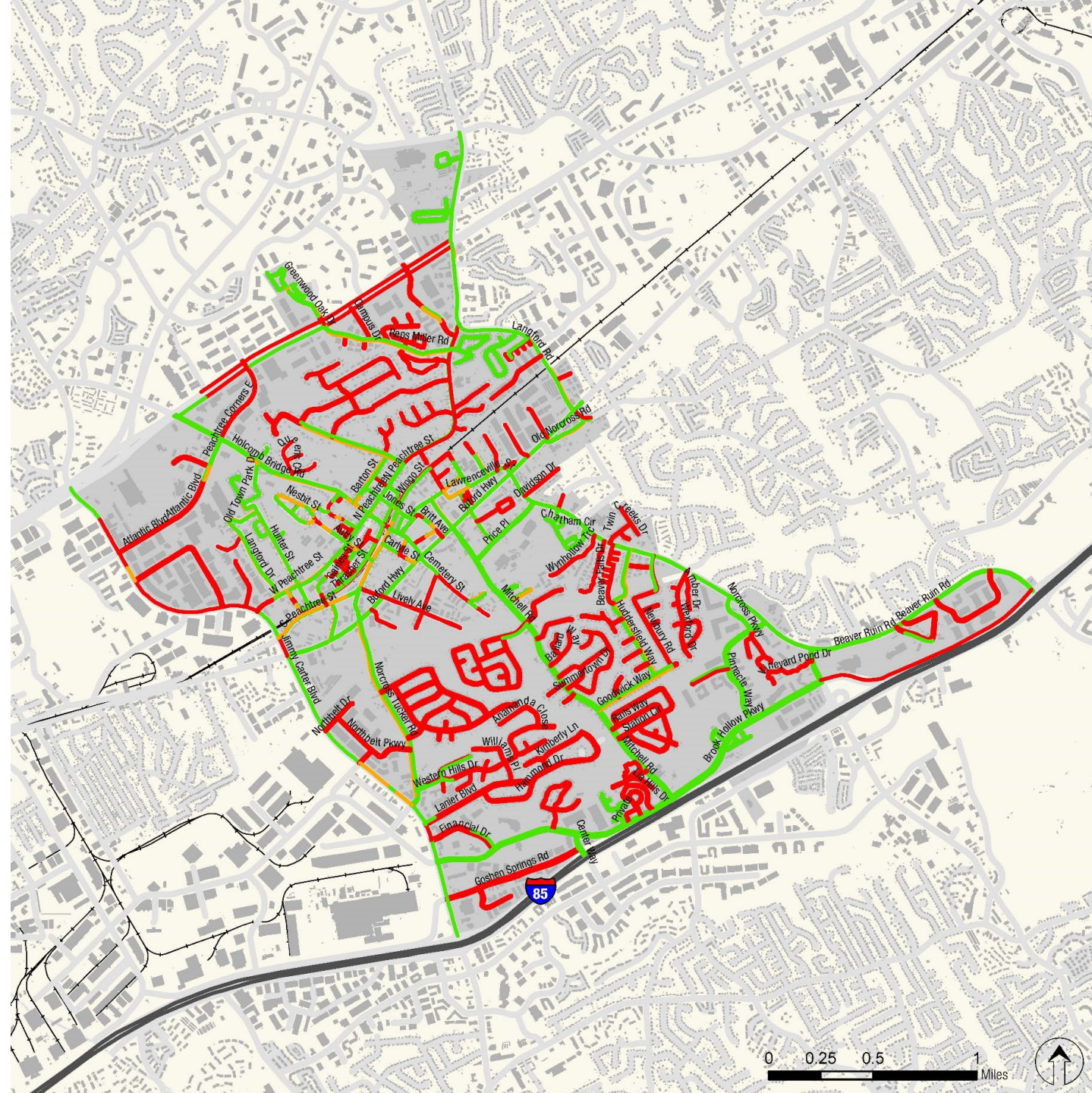
— Highway

— Local Road

— Railroads

■ City of Norcross

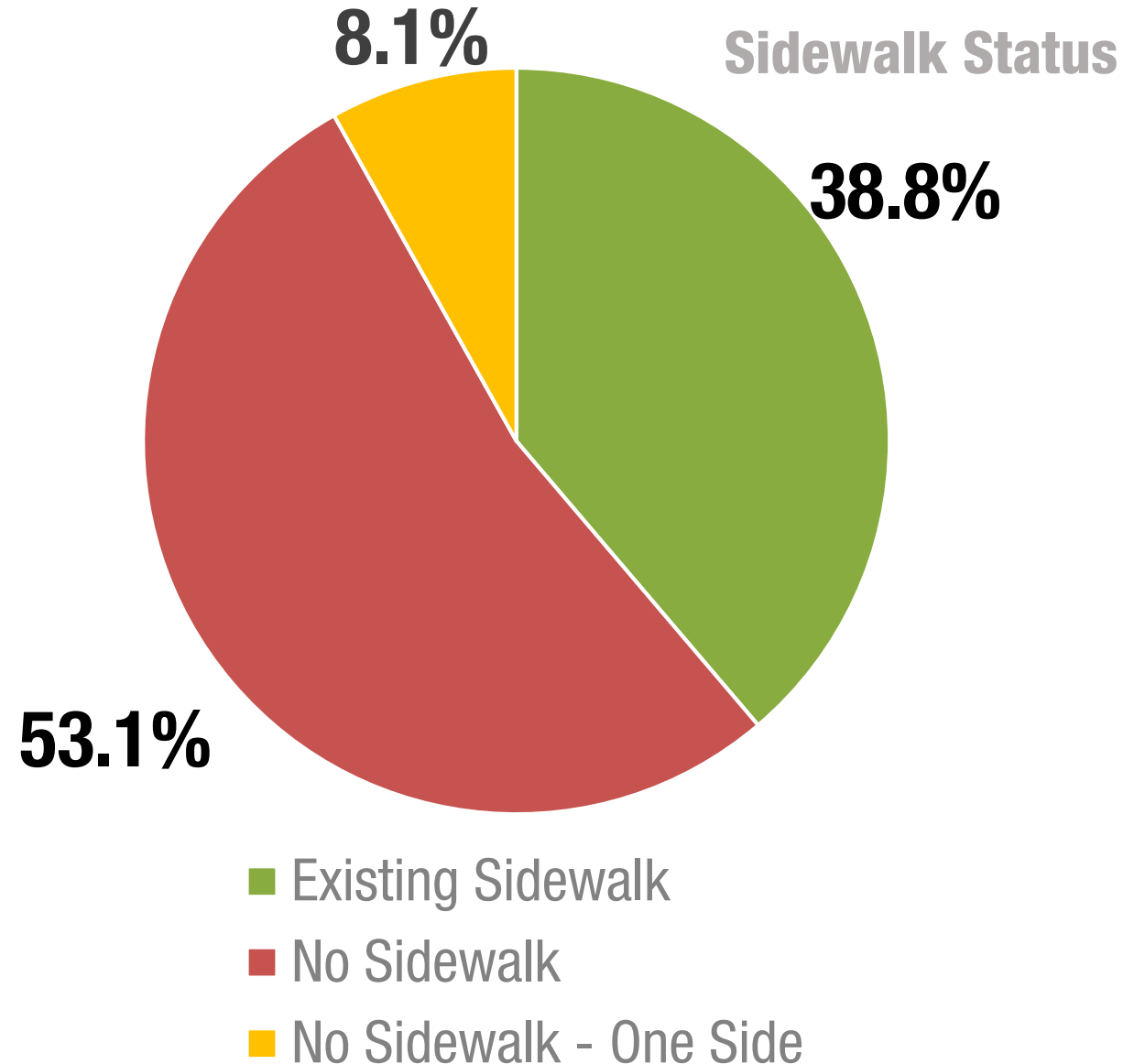
■ Unincorporated Gwinnett Co.



Norcross Sidewalk Inventory

61.2% of sidewalks are missing, totaling **84.6 linear miles**.

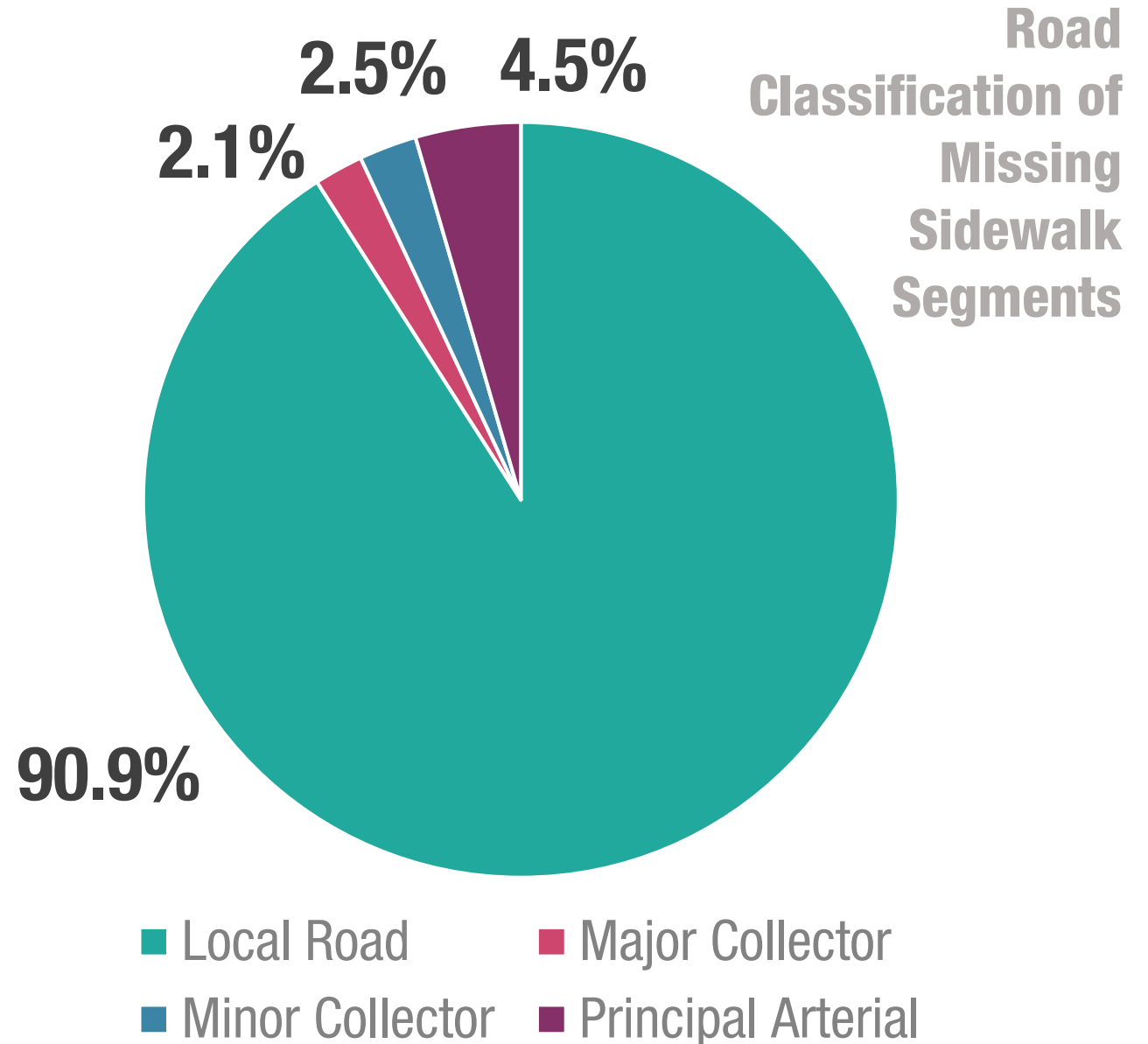
73.3 miles of roadway have no sidewalk on either side.



Norcross Sidewalk Inventory

Most missing sidewalks (91 percent) are along **local roads**

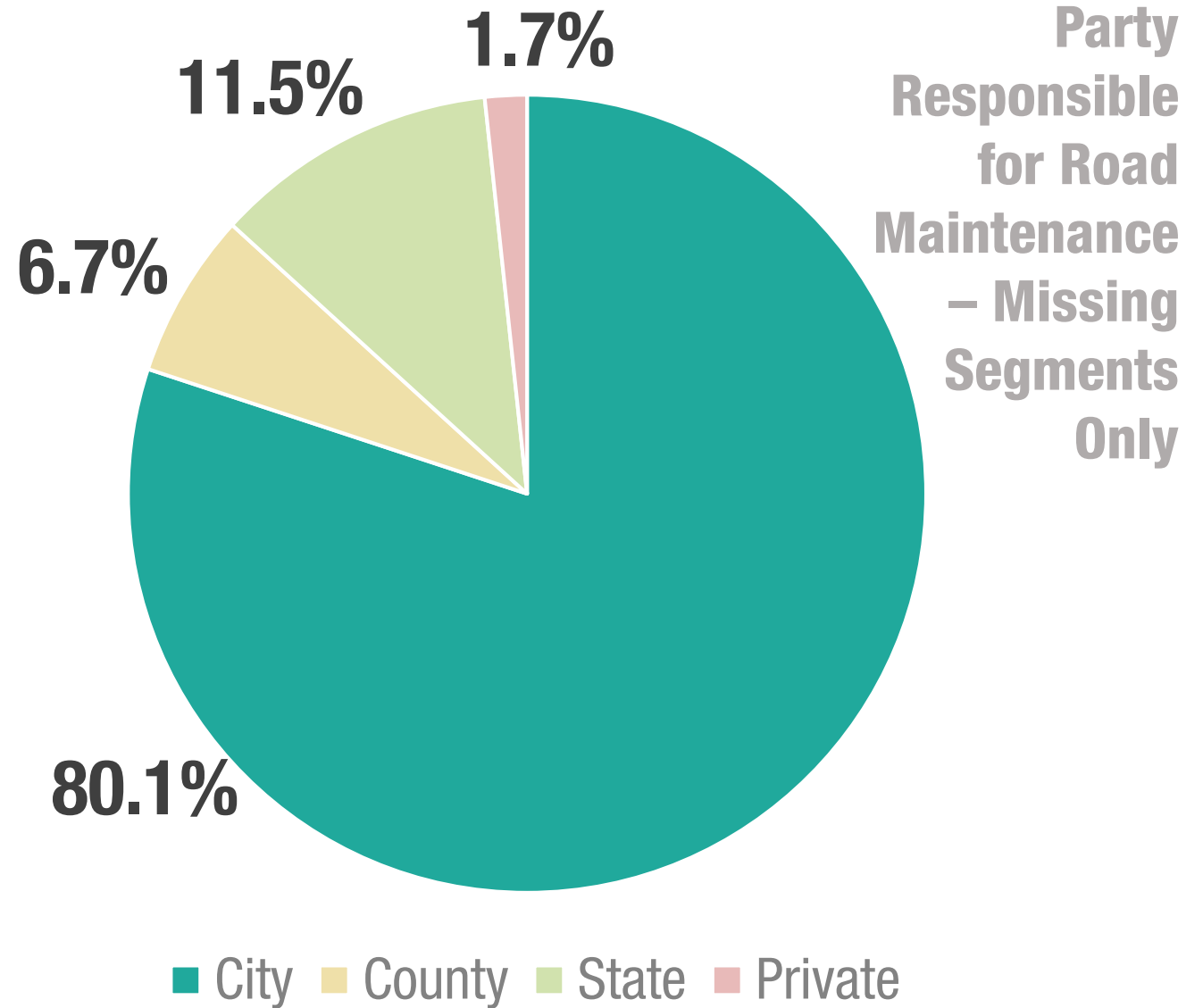
Based on long-range road classifications from the Norcross 2040 Comprehensive Plan



Norcross Sidewalk Inventory

Most missing sidewalk segments (**67.7 miles**) are on **City-maintained streets**

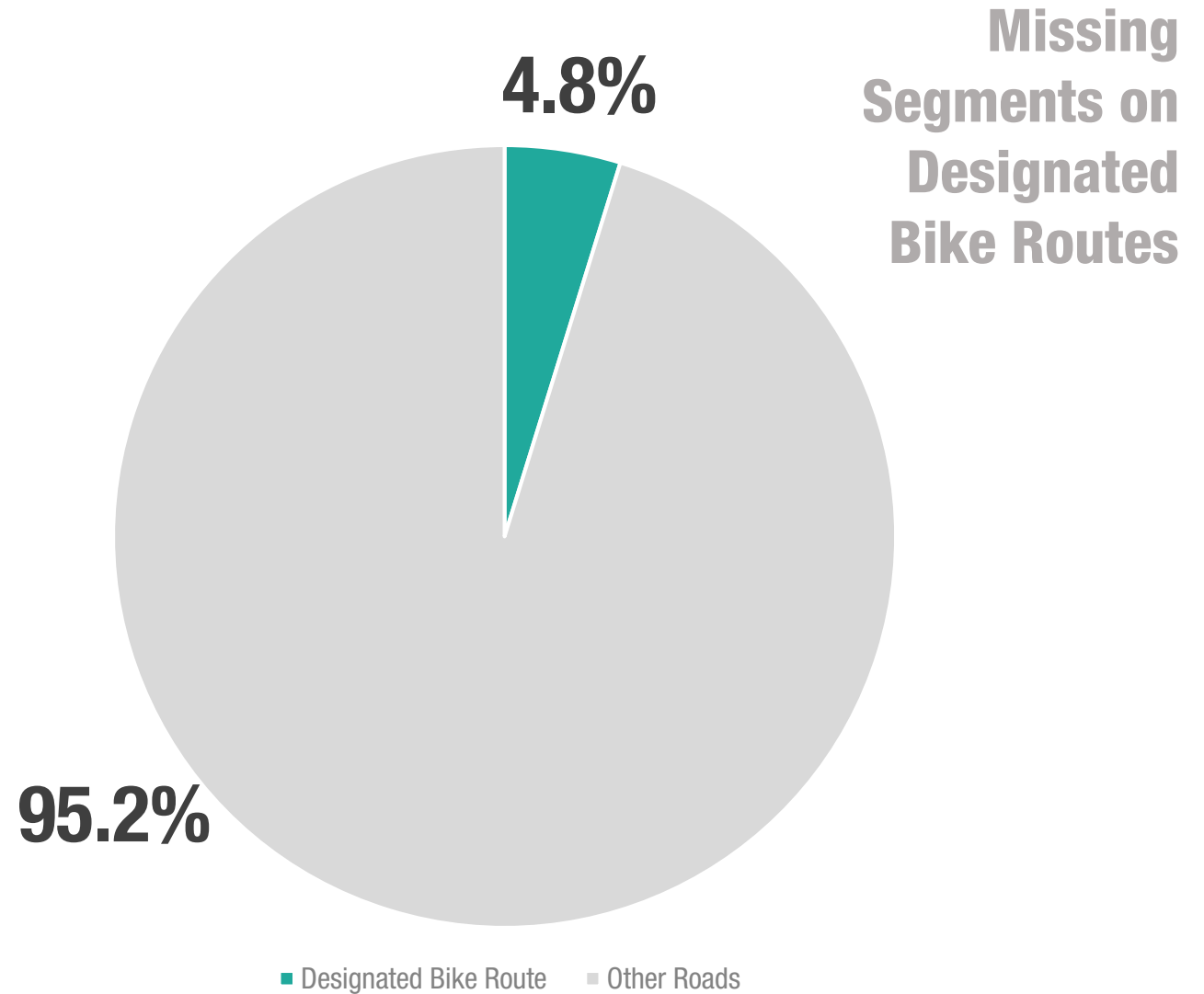
The City of Norcross can only impact the streets it maintains



Based on 2018 Norcross Streets Sidewalks Measurements Database. Private street status should be validated as a next step.

Norcross Sidewalk Inventory

Few missing sidewalk segments (**4.8 miles**) are on **designated bike routes**, limiting the potential double duty impact of installing 10' paths



According to the designated bike routes from the Norcross 2040 Comprehensive Plan

Where are Sidewalks Missing?

Arterials

Jimmy Carter Blvd

(Multiple Segments)

Peachtree Industrial Blvd

(Multiple Segments)

Langford Rd

(Railroad to Buford Hwy)

Collectors

South Peachtree St

(Multiple Segments, One Side)

Holcomb Bridge Rd

(Multiple Segments, One Side + Railroad Crossing)

Reps Miller Rd

(PIB to N Peachtree St, One Side)

North Peachtree St

(Sunset Dr to Langford Rd, One Side)

Lawrenceville St

(Academy St to Born, One Side)

Norcross Tucker Rd

(Buford Hwy to Jimmy Carter Blvd, One Side)

Local Roads

Atlantic Blvd

(Jimmy Carter Blvd to Crossing Park)

Peachtree Corners E

(Holcomb Bridge Rd to Peachtree Industrial Blvd)

Business Park Dr

(N Peachtree St to Peachtree Industrial Blvd)

Most subdivision streets

Most industrial streets

What Do the Gaps Look Like?

Most missing sidewalk **segments are large**. In many cases, they are **entire streets without sidewalks** on either one or both sides.

The areas with **small gaps** in sidewalks are mostly north of Buford Highway in the neighborhood **surrounding Downtown**.



Neighborhood
missing
sidewalks
altogether



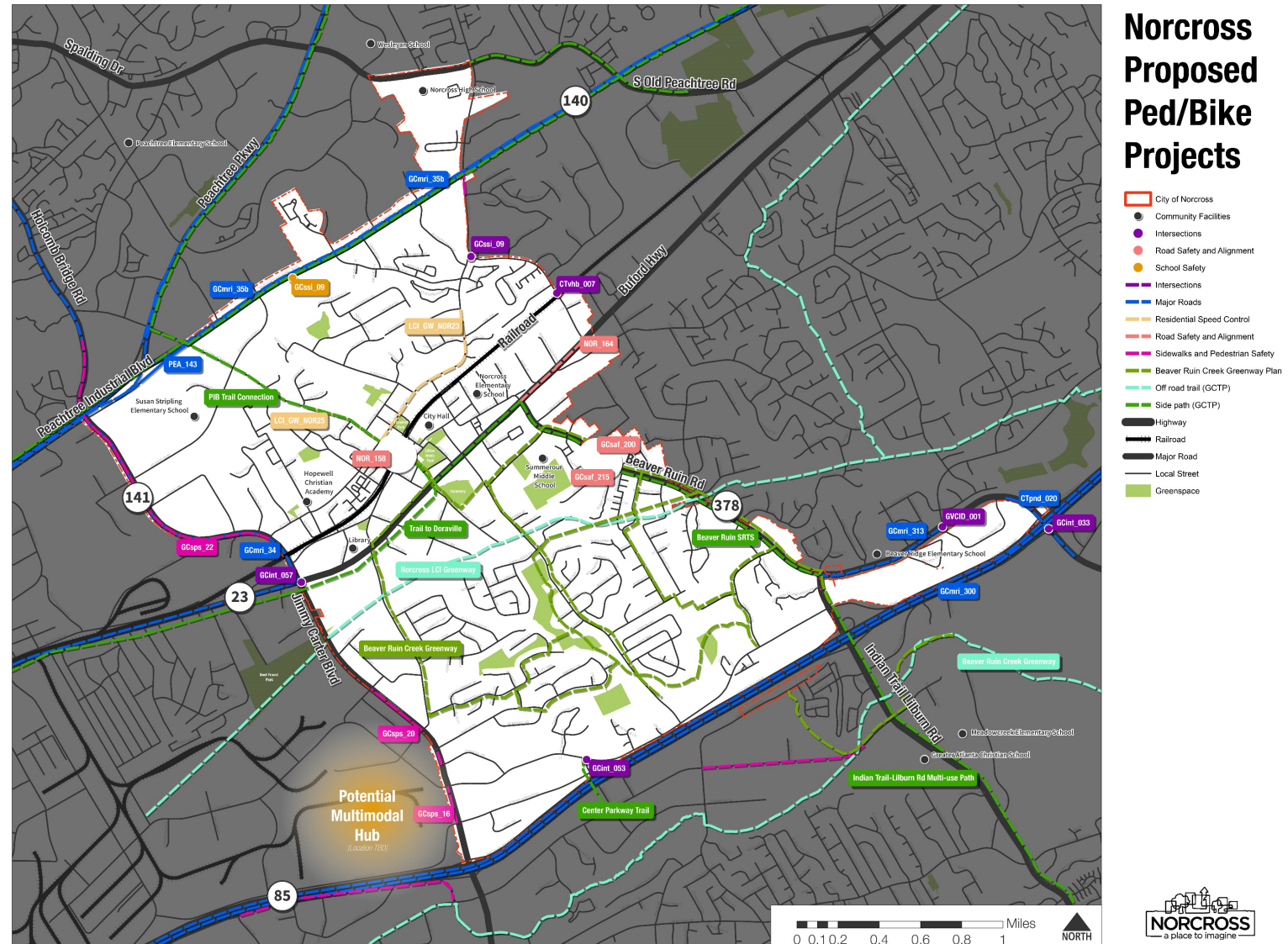
Fragmented
sidewalks
surrounding
Downtown

Planned/Proposed Sidewalk Projects

Some planned/proposed projects from the **Gwinnett County Transportation Plan** and the **Gwinnett County Trails Master Plan** will address many of the missing sidewalk segments along arterial roads, including:

- ✓ Jimmy Carter Blvd from Peachtree Industrial Blvd to Buford Hwy
- ✓ Segments of Jimmy Carter Blvd from Buford Hwy to I-85
- ✓ Peachtree Industrial Blvd

These may not need to be addressed by the City.



Segment Prioritization

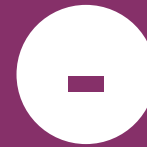
Multiple Potential Prioritization Criteria

- No Single “Right” Answer
- Based on community priorities



Positive Factors

- Proximity to schools
- Proximity to civic facilities
- Proximity to parks
- ADA non-compliance
- Minor gap
- History of pedestrian crashes
- Street type
- Traffic count
- Speed limit
- Designated bike-friendly route
- Population density
- Employment density
- Households without vehicles
- Public input



Negative Factors

- Existing sidewalk on the other side of the road
- Presence of severe slopes
- Easement required to construct sidewalk
- Stormwater concerns that will require remediation
- Tree removal required
- Utility conflicts
- Cul-de-sac



Next Steps:

1. Select and weight criteria
2. Rank segments

Sample Criteria – Road Classification/Speed

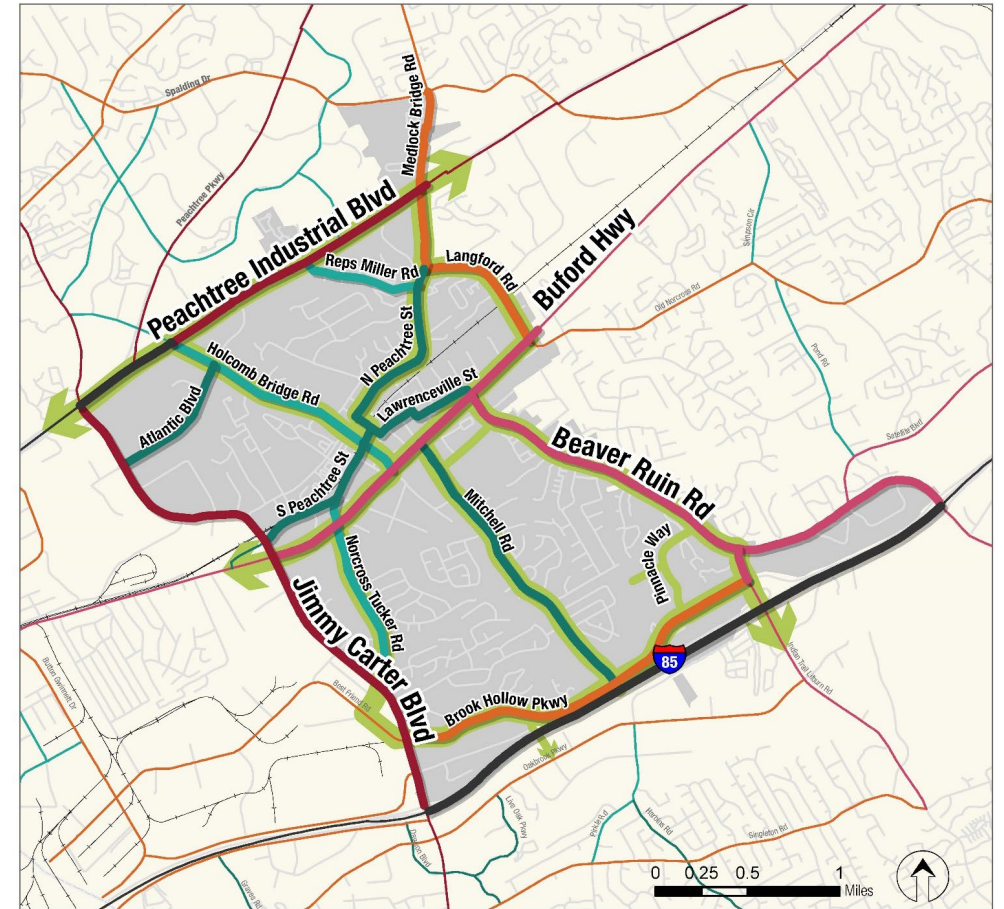
High speed roads (arterials and collectors) missing sidewalks, including segments of:

Arterials

- Jimmy Carter Blvd
- Peachtree Industrial Blvd
- Langford Rd

Collectors

- South Peachtree St
- Holcomb Bridge Rd
- Reps Miller Rd
- North Peachtree St
- Lawrenceville St
- Norcross Tucker Rd



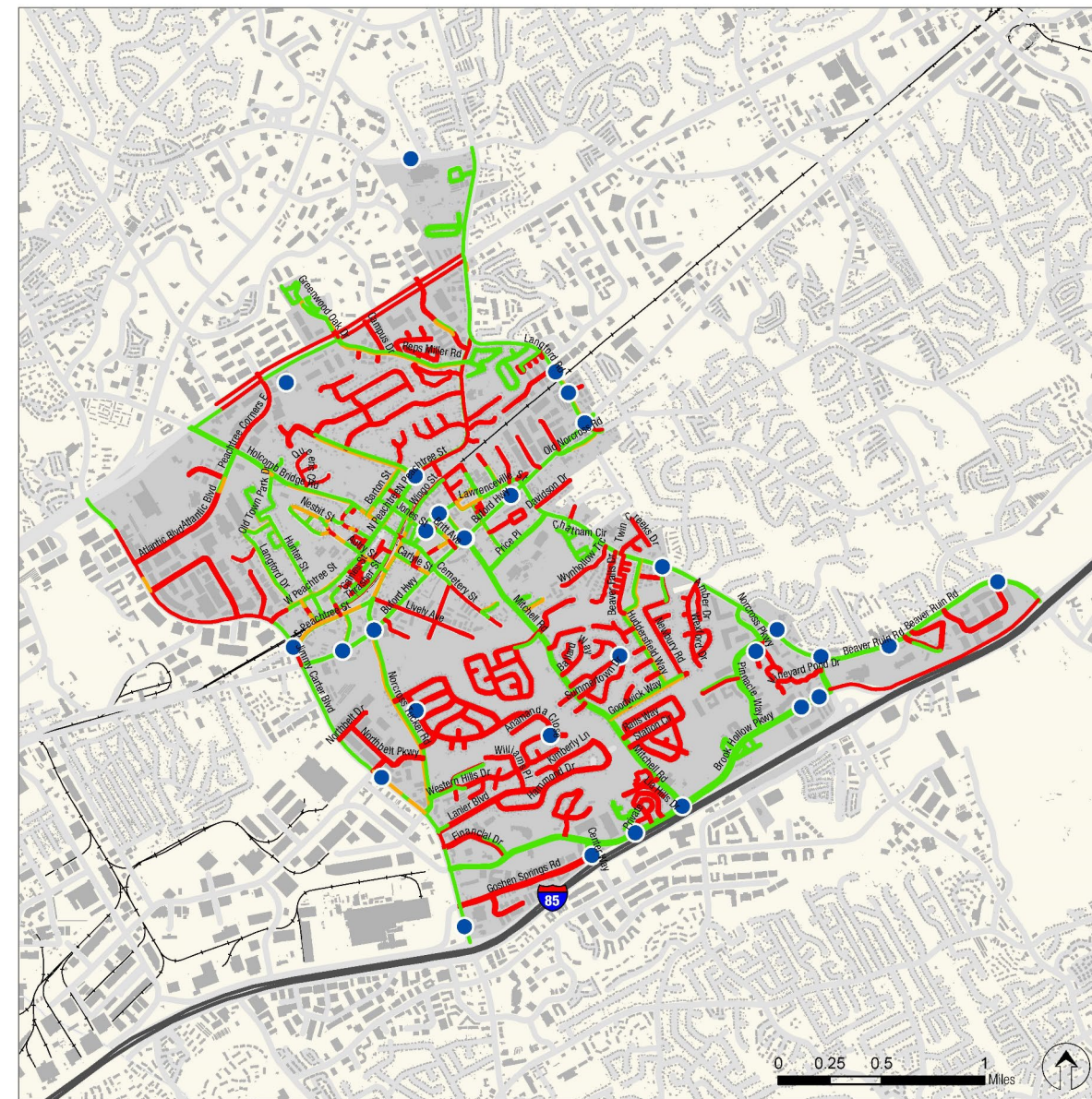
Long Range Road Classification

Freeway*	Major Collector	City of Norcross
Principal Arterial*	Minor Collector	Railroads
Major Arterial*	Local Road	Stream
Minor Arterial	Future Bike-friendly Route**	

Sample Criteria – Proximity to Pedestrian Crash

Missing Segments Near Recorded Crashes within the Last 5 Years:

- Jimmy Carter Blvd from Buford Hwy to S Peachtree St
- Mitchell Rd from Lawrenceville St to Buford Hwy
- College St near Jones St
- Newberry Rd at Beaver Ruin Rd
- Beaver Ridge Cir at Beaver Ruin Rd
- Goshen Springs Rd at Center Way



Norcross Sidewalk Inventory - Proximity to Recorded Pedestrian Crashes in the Last 5 Years

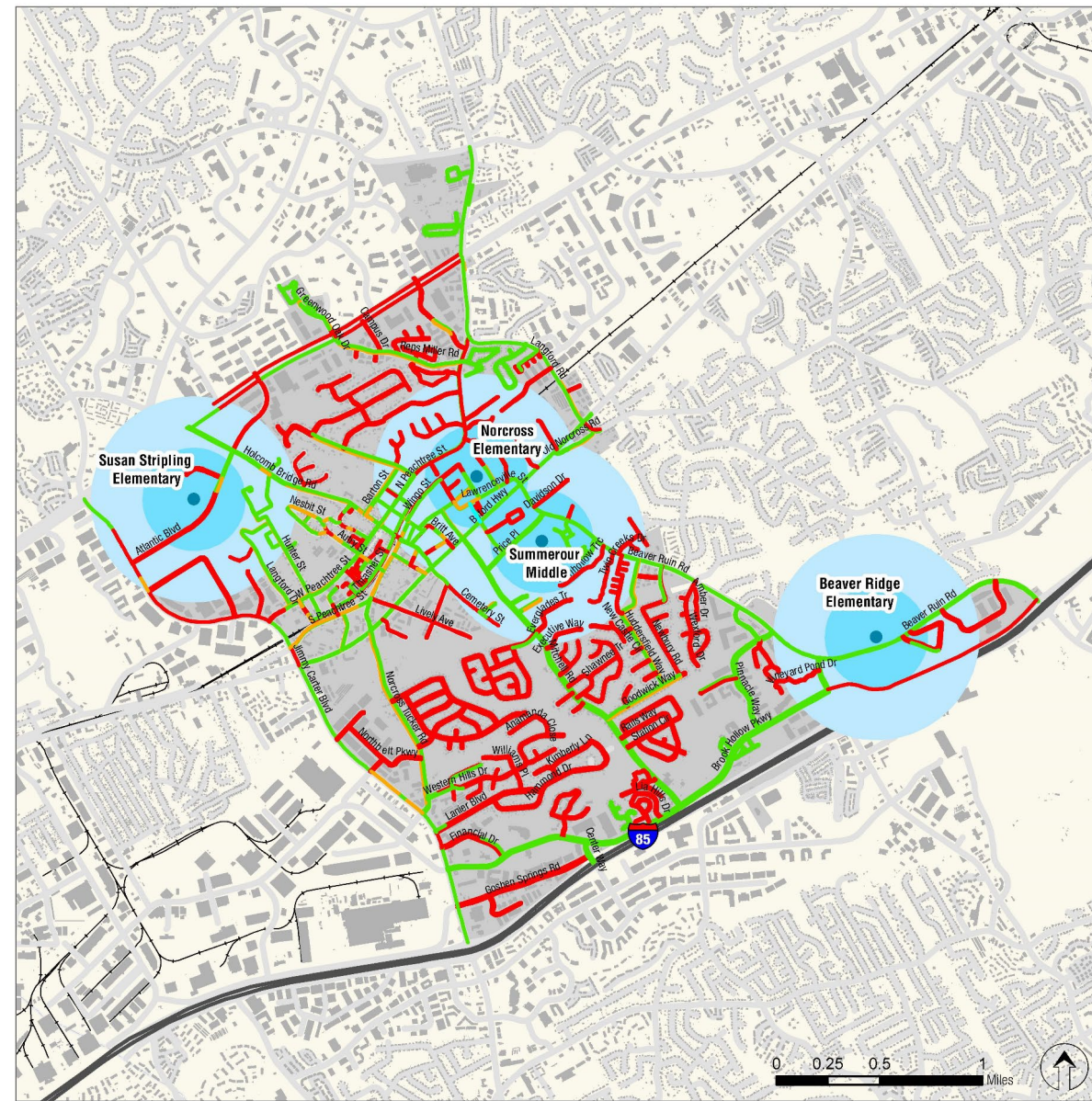


Sample Criteria – Proximity to Schools

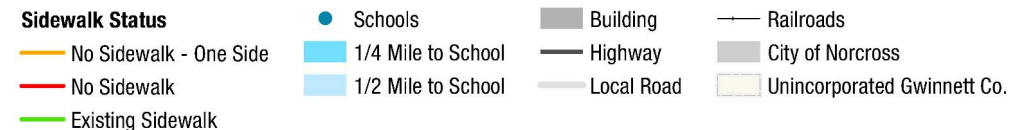
Poor sidewalk connectivity around Susan Stripling Elementary and Norcross Elementary:

- Atlantic Blvd
- Holcomb Bridge Rd
- Lawrenceville St
- Academy St
- Summerour St
- Hunt St

Consider both proximity and functionality. For example, through road is more useful than a cul-de-sac.



Norcross Sidewalk Inventory - Proximity to Schools

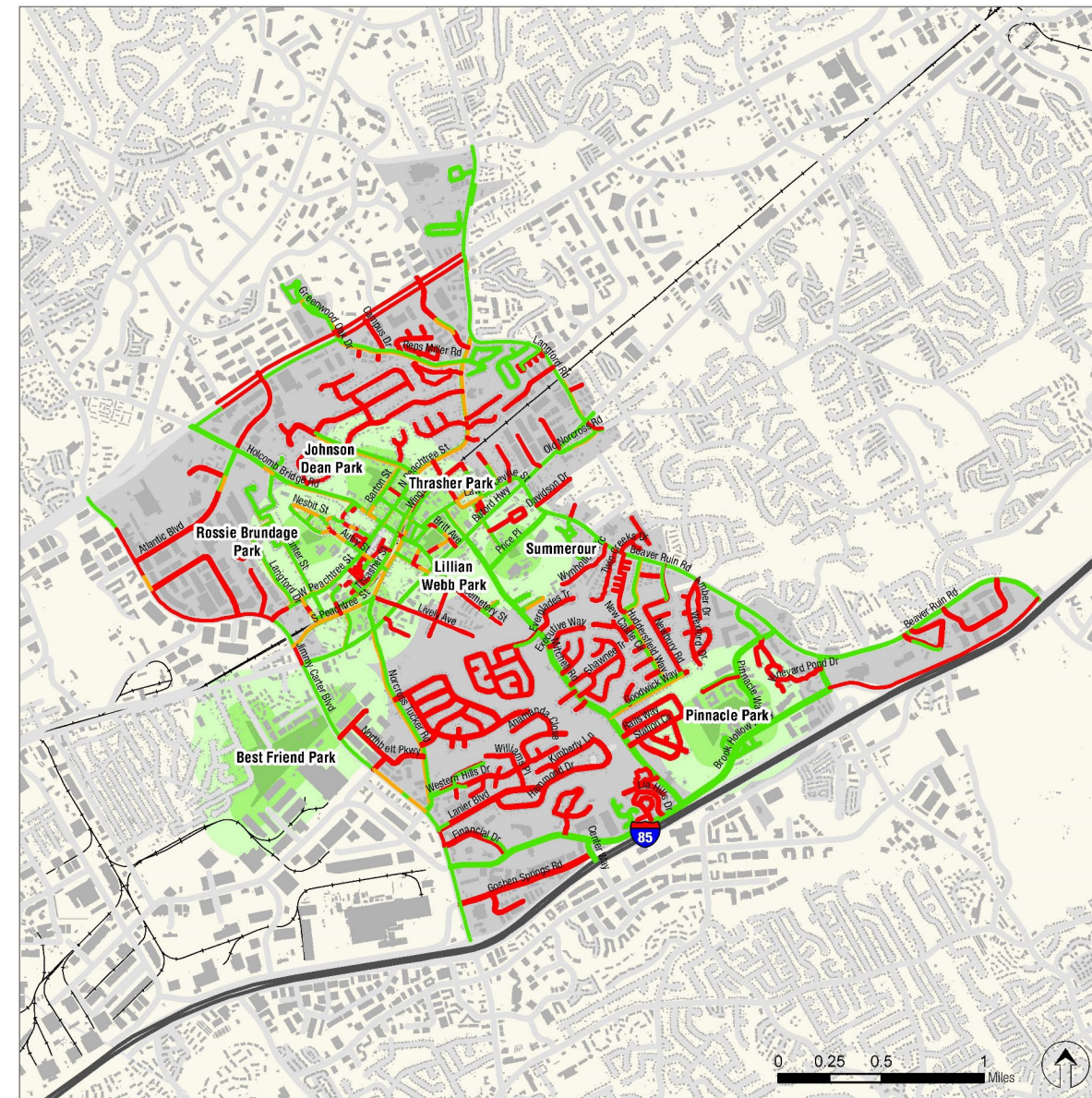


Sample Criteria – Proximity to Parks

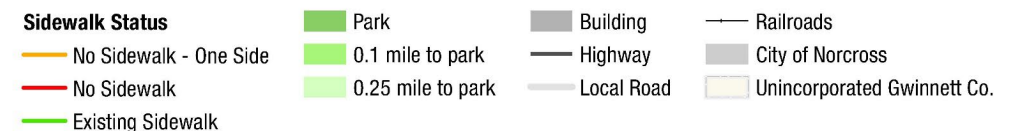
Poor sidewalk connectivity around parks, especially north of Buford Hwy:

- Britt Ave
- Carlyle St
- Magnolia St
- Wingo St
- Northbelt Pkwy
- S Peachtree St
- Lively Ave
- Rowan St
- Autry St
- Brundage Ln
- Ruth St
- Lake Dr
- Holcomb Bridge Rd
- Barton St
- Sunset Dr
- N Peachtree St

Consider both proximity and functionality. For example, through road is more useful than a cul-de-sac.



Norcross Sidewalk Inventory - Proximity to Parks



Other Pedestrian Infrastructure to Consider

In addition to installing missing sidewalks, other improvements are part of the overall pedestrian improvements budget, such as:

- Crosswalks
- Lighting
- ADA compliance of existing segments (e.g. obstacles or vertical separations)
- Wayfinding signs

The City will need to prioritize spending on these elements, in addition to prioritizing new segments.

Next Steps

1. Select and weight priority criteria
2. Assign point values to each missing segment
3. Review available ROW and determine feasibility of 5' or 10' paths
4. Assign missing segments to High, Medium, and Low Priority buckets
5. Conduct a planning-level cost estimate for each segment
6. Allocate annual City funding to minor sidewalk improvements
7. Identify additional resources (i.e. grants) to supplement City funds
8. Create an annual work program based on highest needs and available annual funding
9. Design and construct improvements annually
10. Determine an approach for missing segments outside the City of Norcross' jurisdiction (County, State, and private roads)



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

City of Norcross

Legislation Details (With Details)

File #:	25-7456	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/15/2025 6:30 PM	In Control:	Policy Work Session
Title:	Contribution to Norcross High School Football		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Contribution to Norcross High School Football](#)
2. [Request for Funding Form - Norcross High School Football](#)

Title
Contribution to Norcross High School Football

Drafter
Eric Johnson



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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: September 15, 2025 – Policy Work Session

Item No.: 25-7456

Title: Contribution to Norcross High School Football

Recommendation - Consider approval of a contribution of up to \$5,000 in support of the Norcross High School Football team in the form of paying costs for team helmets.

Background – Norcross High School football has been a historical recipient of funding support from the City. The City has most recently paid for the cost of reconditioning helmets (FY 23) and paying for printing costs (FY 24). The current request is funding for football helmets. The City receives credit as a sponsor of the football team in return for supporting these direct costs to the football program.

Financial Impact – \$5,000. Funds would come from the Mayor and Council Contingency

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

Attachments – Request for Funding Form

Next Steps - Funding will be available to directly pay costs on behalf of the football team.

City of Norcross Community Request for Funding Form

Please complete the following form, giving as much information as possible.

Section 1: Contact Information

Name of organization:	Norcross Touchdown Club
Address:	P.O. Box 920427 Norcross, Georgia 30010-0427
Main contact:	Corey Richardson
Position in organization:	Head Football Coach
Address (if different from above):	5300 Spalding Drive Norcross, Georgia 30092
Email:	Corey.A.Richardson@gcpsk12.org
Daytime telephone number:	(404) 569-0411

Section 2: About your organization

2.1 Is this organization a registered non-profit organization? Yes ☒ No ☐

If no, does your organization have a constitution/ rules which it follows? Yes* ☐ No ☐

*If yes, please include a copy in your application.

2.2 Who does this organization support/benefit?

Norcross HS Football Student - Athletes

Note: City of Norcross seeks to support charities, non-profit organizations and community groups whose impact pursues to provide positive community development, but will view any application form on a case by case basis.

2.3 What are the aims of this organization and what kind of activities/projects does it run?

We are shaping young men to succeed - in the classroom, on the field, and in the community - by instilling the values, discipline, and skills they need for lifelong success.

2.4 Description of how the Donation Request Amount will be of benefit to the Norcross Community?

We need new football helmets.

Section 3: The Need

3.1 How much funding is the organization requesting for the Donation?

\$5,000.00

3.2 Does this Funding from the City of Norcross include Sponsorship for the organization?
Yes ☒ No ☐

If yes, please explain the current sponsorship display format: (Example: City of Norcross Logo in the weekly bulletin?)

Advertisement on our matrix board + above the stadium concession stand.

Section 4: Confirmation

For our information please specify where you heard about City of Norcross funding initiative?:

The City of Norcross has been supporting Norcross Football for over 20 years.

For us to process your application please ensure you have:

- Answered all questions on this form
- Signed the form
- Enclosed a copy of your constitution/non-profit designation if necessary

By signing below you are confirming:

- You have read and understood the City of Norcross Funding Request Guidelines.
- All the information supplied in this donation application is correct.
- The Management Committee (or equivalent) of the organization have agreed to the submission of this application

Signature:

Corey R. L.

Print name:

Corey Richardson

Date:

8/27/25